

# REPUBLIC OF KENYA



## PROPOSED CONSTRUCTION OF COUNTY ASSEMBLY FOR MARSABIT COUNTY

W.P. ITEM NO. D103/EN/MRT/1701 JOB NO. 10319A

### *TENDER SPECIFICATIONS & BILLS OF QUANTITIES FOR*

*SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF IP-CCTV, SURVEILLANCE,  
ACCESS CONTROL INSTALLATION SYSTEM.*

PROJECT MANAGER

WORKS SECRETARY

MINISTRY OF LANDS PUBLIC WORK HOUSING & URBAN DEVELOPMENT

STATE DEPARTMENT OF PUBLIC WORKS

P.O BOX 30743 - 00100

NAIROBI

ARCHITECT

CHIEF ARCHITECT

MIN. OF TRANSPORT, INFRASTRUCTURE, HOUSING  
& URBAN DEVELOPMENT

P.O BOX 30743 - 00100

NAIROBI

QUANTITY SURVEYOR

CHIEF QUANTITY SURVEYOR

MIN. OF TRANSPORT, INFRASTRUCTURE, HOUSING  
& URBAN DEVELOPMENT

P.O BOX 30743 - 00100

NAIROBI

ELECTRICAL ENGINEER

CHIEF ENGINEER (ELECTRICAL)

MIN. OF TRANSPORT, INFRASTRUCTURE, HOUSING  
& URBAN DEVELOPMENT

P.O BOX 41191 - 00100

NAIROBI

MECHANICAL ENGINEER

CHIEF ENGINEER (MECHANICAL (BS))

MIN. OF TRANSPORT, INFRASTRUCTURE, HOUSING  
& URBAN DEVELOPMENT

P.O BOX 41191 - 00100,

NAIROBI

STRUCTURAL ENGINEER

CHIEF ENGINEER (STRUCTURAL)

MIN. OF TRANSPORT, INFRASTRUCTURE, HOUSING  
& URBAN DEVELOPMENT

P.O BOX 30743 - 00100

NAIROBI

CLIENT

THE CLERK,

MARSABIT COUNTY ASSEMBLY,

P.O BOX 29 - 60500,

MARSABI

## TABLE OF CONTENTS

<b>PREFACE</b> .....	iii
<b>APPENDIX TO THE PREFACE</b> .....	iv
<b>GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS</b> .....	iv
1. GENERAL .....	iv
2. PART 1 - TENDERING PROCEDURES.....	iv
3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS .....	v
4. PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS .....	v
<b>INVITATION TO TENDER</b> .....	vii
<b>Section I - Instructions to Tenderers</b> .....	<b>1</b>
<b>A General Provisions</b> .....	<b>1</b>
1 Scope of Tender.....	1
2 Fraud and Corruption .....	1
3 Eligible Tenderers .....	1
4 Eligible Goods and Related Services .....	3
<b>B Contents of Request for Tenders Document</b> .....	<b>3</b>
5. Sections of Tendering Document .....	3
6 Clarification of Tender Document.....	4
7 Amendment of Tender Document.....	4
<b>C Preparation of Tenders</b> .....	<b>5</b>
8 Cost of Tendering.....	5
9 Language of Tender.....	5
10 Documents Comprising the Tender.....	5
11 Form of Tender and Price Schedules.....	5
12 Alternative Tenders .....	6
13 Tender Prices and Discounts .....	6
14 Currencies of Tender and Payment.....	7
15 Documents Establishing the Eligibility and Conformity of the Goods and Related Services ..	7
16 Documents Establishing the Eligibility and Qualifications of the Tenderer.....	7
17 Period of Validity of Tenders .....	8
18 Tender Security .....	8
19 Format and Signing of Tender.....	9
<b>D Submission and Opening of Tenders</b> .....	<b>9</b>
20 Sealing and Marking of Tenders.....	9
21 Deadline for Submission of Tenders .....	10
22 Late Tenders .....	10
23 Withdrawal, Substitution, and Modification of Tenders .....	10
24 Tender Opening.....	10
<b>E Evaluation and Comparison of Tenders</b> .....	<b>11</b>
25 Confidentiality .....	11
26 Clarification of Tenders.....	11
27 Deviations, Reservations, and Omissions .....	12
28 Determination of Responsiveness .....	12
29 Non-conformities, Errors and Omissions .....	12
30 Correction of Arithmetical Errors .....	13
31 Conversion to Single Currency .....	13
32 Margin of Preference and Reservations.....	13
33 Evaluation of Tenders.....	13
34 Comparison of Tenders .....	14
35 Abnormally Low Tenders.....	14
36 Abnormally High Tenders .....	14

37.	Post Qualification of the Tenderer.....	15
38.	Lowest Evaluated Tender.....	15
39.	Procuring Entity's Right to Accept Any Tender, and to Reject Any or All.....	15
<b>F.</b>	<b>Award of Contract.....</b>	<b>15</b>
40.	Award Criteria.....	15
41.	Notice of Intention to enter into a Contract.....	16
42.	Standstill Period.....	16
43.	Debriefing by the Procuring Entity.....	16
44.	Letter of Award.....	16
45.	Signing of Contract.....	16
46.	Performance Security.....	16
47.	Publication of Procurement Contract.....	17
48.	Procurement Related Complaint.....	17
	<b>SECTION II – TENDER DATA SHEET (TDS).....</b>	<b>18</b>
	<b>SECTION III - EVALUATION AND QUALIFICATION CRITERIA.....</b>	<b>22</b>
1.	General Provisions.....	22
2.	Evaluation of Tenders (ITT 33).....	22
3.	MARGIN OF PREFERENCE.....	25
4.	Post Qualification of Tenderers (ITT 37).....	25
	<b>SECTION IV - TENDERING FORMS.....</b>	<b>28</b>
	Form of Tender.....	29
	Certificate of Independent Tender Determination.....	32
	Self-declaration Forms.....	33
	Appendix 1 - Fraud and Corruption.....	36
	Tenderer Information Form.....	38
	Tenderer's Eligibility- Confidential Business Questionnaire Form.....	39
	Tenderer's JV Members Information Form.....	42
	Price Schedule Forms.....	43
	FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE.....	49
	FORM OF TENDER SECURITY (BANK GUARANTEE).....	50
	FORM OF TENDER-SECURING DECLARATION.....	51
	MANUFACTURER'S AUTHORIZATION FORM.....	52
	<b>PART 2: SUPPLY REQUIREMENTS.....</b>	<b>53</b>
	<b>Section V - Schedule of Requirements.....</b>	<b>53</b>
	Notes for Preparing the Schedule of Requirements.....	53
1.	List of Goods and Delivery Schedule.....	54
2.	List of Related Services and Completion Schedule.....	55
3.	Technical Specifications.....	56
4.	Drawings.....	58
5.	Inspections and Tests.....	59
	<b>PART 3 - CONTRACT.....</b>	<b>60</b>
	<b>SECTION VI - GENERAL CONDITIONS OF CONTRACT.....</b>	<b>61</b>
	<b>SECTION VII - SPECIAL CONDITIONS OF CONTRACT.....</b>	<b>74</b>
	<b>SECTION VIII - CONTRACT FORMS.....</b>	<b>78</b>
	FORM No. 1: NOTIFICATION OF INTENTION TO AWARD.....	79
	FORM No. 2: REQUEST FOR REVIEW.....	82
	FORM No. 3: LETTER OF AWARD.....	82
	FORM No. 4 - CONTRACT AGREEMENT.....	84
	FORM No. 5 - PERFORMANCE SECURITY [Option 1- Unconditional Demand Bank Guarantee]85	
	FORM No. 6 - PERFORMANCE SECURITY [Option 2– Performance Bond].....	86

FORM No. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee].....	88
FORM No. 8 - BENEFICIAL OWNERSHIP DISCLOSURE FORM.....	88

## INVITATION TO TENDER

### PROCURING ENTITY:

THE CLERK,  
MARSABIT COUNTY ASSEMBLY,  
P.O. BOX 29 - 60500,  
**MARSABIT.**

**CONTRACT NAME AND DESCRIPTION:** SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF IP-CCTV & ACCESS CONTROL SYSTEMS INSTALLATION WORKS.

Dear Messrs.

1. Marsabit County Assembly now invites sealed tenders to Supply, Delivery, Installation, Testing and Commissioning of IP-CCTV & Access Control Systems Installation Works.
2. Eligible prospective candidates may obtain further information from the office of the Clerk at the Marsabit County Assembly building during normal working hours and/or via email on: [info@marsabitassembly.go.ke](mailto:info@marsabitassembly.go.ke).
3. Invitation to tender containing detailed information, tender numbers and the tender documents can also be downloaded free of charge at the county's website: [www.marsabitassembly.go.ke](http://www.marsabitassembly.go.ke) or [Public Procurement Information Portal \(PIIP\) website\(tenders.go.ke\)](http://Public Procurement Information Portal (PIIP) website(tenders.go.ke)).
4. Completed set of tender documents (in original and copy) enclosed in a sealed envelope clearly marked with the tender name and tender number must be delivered to the address below so as to be received on or before, **10<sup>th</sup> June, 2024 at 10:00 am EAT.**
5. Tenders shall be quoted in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 150 days from the date of opening of tenders.
6. All Tenders must be accompanied by a Tender Security of 2% of the tender sum Guarantee from a Bank in Kenya approved by Public Procurement Regulatory Authority (PPRA).
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Tenders to be opened immediately after the deadline date and time specified above or any deadline date or time specified later. Tenders will be publicly opened in the presence of the tenderers' designated representatives who choose to attend.
9. Late tenders submitted after deadline will be rejected.

**THE CLERK,**  
**MARSABIT COUNTY ASSEMBLY,**  
**P.O. BOX 29 - 60500,**  
**MARSABIT.**

---

# **PART 1 - TENDERING PROCEDURES**

---

## SECTION I: INSTRUCTIONS TO TENDERERS

### A **General Provisions**

#### 1 **Scope of Tender**

- 1.1 The Procuring Entity as defined in the **TDS** invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.
- 1.2 Throughout this tendering document:
- a) the term —in writing means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
  - b) if the context so requires, —singular means —plural and vice versa;
  - c) Day means calendar day, unless otherwise specified as —Business Day. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

#### 2 **Fraud and Corruption**

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 —Declaration not to engage in corruption. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the —Certificate of Independent Tender Determination annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

#### 3 **Eligible Tenderers**

- 3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of joint bid as a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.
- 3.2 In the case of a joint venture, the lead bidder shall be liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative from Lead/ Prime Bidder who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 3.3 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

- 34 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b) receives or has received any direct or indirect subsidy from another Tenderer; or
  - c) has the same - representative or ownership as another Tenderer; or
  - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
  - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS ITT 1.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 35 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 36 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 37 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 38 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website [www.ppra.go.ke](http://www.ppra.go.ke)
- 39 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 3.10 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A



tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

- 311 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.
- 312 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**
- 313 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke).
- 314 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

#### **4 Eligible Goods and Related Services**

- 41 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 42 For purposes of this ITT, the term —goods includes commodities, raw material, machinery, equipment, and industrial plants; and related services include services such as insurance, installation, training, and initial maintenance.
- 43 The term original means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 44 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources.
- 45 Any goods, services, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

#### **5 Sections of Tendering Document**

- 5.1 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

##### **PART 1: Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

##### **PART 2: Supply Requirements**

- v) Section V - Schedule of Requirements

### **PART 3: Contract**

vi) Section VI - General Conditions of Contract (GCC)

vii) Section VII - Special Conditions of Contract (SCC)

viii) Section VIII- Contract Forms

52 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.

53 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT 7.

54 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

### **6 Clarification of Tendering Document**

61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.

62 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

63 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

65 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

### **7 Amendment of Tendering Document**

71 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

72 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's

web page in accordance with ITT 7.1.

- 73 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

## **C. Preparation of Tenders**

### **8 Cost of Tendering**

- 81 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### **9. Language of Tender**

- 91 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### **10. Documents Comprising the Tender**

101 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 11;
- b) Tender Security or Tender-Securing Declaration;
- c) Technical & Financial for the proposed solution & services;
- d) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 19.3;
- e) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
- f) Tenderer Eligibility: documentary evidence in accordance with ITT 16.1 establishing the Tenderer eligibility to tender including sub-contract/ JV;
- g) Eligibility of proposed solution & services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Services to be supplied, Installed & Commissioned by the Tenderer;
- h) Conformity: documentary evidence in accordance with ITT 15.2 that the Services conform to the tender document; and
- i) any other document required in the **TDS**.

- 102 In addition to the requirements under ITT 10.1, Tenders submitted by Sub-contract or a JV shall include a copy of the Sub-contract or Joint Venture Agreement entered into by members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender.

### **11. Form of Tender and Price Schedules**

- 11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms or under Tenderer financial proposal. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The

Tenderer shall chronologically serialize pages of all tender documents submitted.

## **12. Alternative Tenders**

121 Unless otherwise specified **in the TDS**, alternative Tenders shall not be accepted.

## **13. Tender Prices and discounts**

131 The prices quoted by the Tenderer in the Form of Tender and in their financial proposal shall be deemed final & only in Kenya Shillings.

132 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28.

## **14. Currencies of Tender and Payment**

141 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.

142 The Tenderer shall quote only in Kenya shillings.

## **15. Documents Establishing the Eligibility and Qualifications of the Tenderer**

151 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

## **16. Period of Validity of Tenders**

161 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

## **17. Tender Security**

171 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

172 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

173 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a letter of credit.

174 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission.

175 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

- 176 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 177 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 178 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
  - b) if the successful Tenderer fails to:
    - i) sign the Contract in accordance with ITT 45; or
    - ii) furnish a Performance Security in accordance with ITT 46.
- 179 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 17.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 3.1 and ITT 10.2.
- 17.11 A tenderer shall not issue a tender security to guarantee itself.

## **18. Format and Signing of Tender**

- 181 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it ONE ORIGINAL. Alternative Tenders, if not permitted in accordance with ITT 12. In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them ONE COPY. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 182 Tenderers shall mark as CONFIDENTIAL information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 183 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 184 In case of the Joint Bidding, Tenderer can enter in a sub-contract or a JV, the Tender shall be signed by an authorized representative of the JV who is Lead Bidder on behalf of the JV/ sub-contract, and so as to be legally binding on all the members as evidenced by a power of attorney signed by legally authorized representatives of the Lead bidding firm.
- 185 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## **D. Submission and Opening of Tenders**

### **20 Sealing and Marking of Tenders**

- 20.1 The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the Name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date.

Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked ORIGINAL, all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked COPY, all required copies of the Tender; and

202 The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

203 Where a tender package or container cannot fit in the tender box, the procuring entity shall:

- a) Specify in the **TDS where** such documents should be received.
- b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
- c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

205 Electronic Tender submission shall not be allowed.

## **21. Deadline for Submission of Tenders**

21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **22. Late Tenders**

22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## **23. Withdrawal, Substitution, and Modification of Tenders**

23.1 A Tenderer may withdraw but not substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies).

23.2 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

23.3 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

## **24. Tender Opening**

24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place

specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend.

- 242 Electronic tender opening shall be not be allowed.
- 243 Only Tenders, that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender to be initialed by the members of the tender opening committee attending the opening.
- 244 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 245 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) the Tender Price;
  - c) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
  - d) number of pages of each tender document submitted.
- 246 The Tenderers' representatives who are present shall be requested to sign the record if they so wish. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

## **E. Evaluation and Comparison of Tenders**

### **25. Confidentiality**

- 25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 25.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions shall result in the rejection of its Tender thus disqualification.
- 25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

### **26. Clarification of Tenders**

- 26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

### **27. Deviations, Reservations, and Omissions**

- 27.1 During the evaluation of Tenders, the following definitions apply:
- a) Deviation is a departure from the requirements specified in the Tendering document;
  - b) Reservation is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

- c) Omission is the failure to submit part or all of the information or documentation required in the tendering document.

## **28. Determination of Responsiveness**

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

28 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
  - i) affect in any substantial way the scope, quality, or performance of the proposed solutions and Related Services specified in the Contract; or
  - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## **29. Non-conformities, Errors and Omissions**

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

30. Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable non material non-conformities related to the Tender Price. To this effect, the Tender Price adjusted will not be accepted at any time during the tendering process either to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail.



303 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

### **31 Evaluation of Tenders**

33.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) substantially responsive to the tender documents; and
- b) the lowest evaluated price.

### **32 Abnormally Low Tenders**

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

35.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

### **33 Abnormally High Tenders**

36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **34 Post-Qualification of the Tenderer**

34.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets

the qualifying criteria specified in Section III, Mandatory Evaluation and Qualification Criteria.

- 34.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall also take into consideration the qualifications of other joint bidding firms with the Lead bidder such as the Tenderer subsidiaries, parent entities, affiliates, sub-contractors, JV's or any other firm(s) different from the main/lead bidder which has participated as Tenderer through JV or sub-contract.
- 34.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

### **35. Lowest Evaluated Tender**

- 35.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- a) most responsive to the Tender document; and
  - b) the lowest evaluated price.

### **36. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.**

- 39.1 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 notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

## **F. Award of Contract**

### **37. Award Criteria**

- 37.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

### **38. Procuring Entity's Right to Vary Quantities at Time of Award**

- 41.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS**.

### **39. Notice of Intention to enter into a Contract**

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

#### **40 Standstill Period**

- 43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

#### **41 Debriefing by the Procuring Entity**

- 44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

#### **42 Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

#### **43 Signing of Contract**

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

#### **44 Performance Security**

- 47.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bank bond or insurance company approved by PPRA that has been determined by the successful Tenderer to be acceptable to the Procuring Entity under PPRA. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.

#### **45 Publication of Procurement Contract**

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:
- a) name and address of the Procuring Entity;
  - b) name and reference number of the contract being awarded, a summary of its scope and the

selection method used;

- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

**46 Procurement Related Complaints and Administrative Review**

491 The procedures for making a Procurement-related Complaint are as specified in the TDS.

492 A request for administrative review shall be made in the form provided under contract forms.

**SECTION II – TENDER DATA SHEET (TDS)**

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	Particulars Of Appendix to Instructions To Tenders
<b>A. General</b>	
ITT 1.1 (a)	The reference number of the Invitation for Tenders is: _____
ITT 1.1 (b)	The Procuring Entity is: <b>MARSABIT COUNTY ASSEMBLY</b> The name of the Contract is: <b>SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF IP-CCTV &amp; ACCESS CONTROL SYSTEMS INSTALLATION WORKS.</b>
ITT 1.2	<b>Electronic –Procurement System – NOT APPLICABLE</b> <ul style="list-style-type: none"> <li>• The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: <b>NOT APPLICABLE</b></li> <li>• The electronic-procurement system shall be used to manage the following aspects of the Tendering process: <b>NOT APPLICABLE</b></li> </ul>
ITT 2.1	The Information made available on competing firms is as follows: <b>Not Applicable</b> _____
	The firms that provided consulting services for the contract being tendered for are: <b>Not Applicable</b>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <b>ONE (1) (max. 1)</b>
ITT 3.2	A list of debarred firms and individuals is available on the PPRA’s website: <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>
ITT 3.3	Tenderers shall be required to be to be registered with procuring entity. ----- <b>NOT APPLICABLE</b> -----
<b>B. Contents of Tendering Document</b>	
ITT 4.1	(a) Address where to send enquiries is: <b>THE CLERK, MARSABIT COUNTY ASSEMBLY, P. O. BOX 29 – 60500 Marsabit, Kenya located at Marsabit County Assembly Headquarters in Marsabit County, or email: : <a href="mailto:info@marsabitassembly.go.ke">info@marsabitassembly.go.ke</a> to reach the Procuring Entity not later than 10<sup>th</sup> June, 2024 at 10:00 am EAT</b>

<b>ITT 5.1</b>	A pre-tender conference <b>WILL NOT BE CONDUCTED</b>
<b>ITT 6.1</b>	The questions to reach the Procuring Entity not later than <b>5 DAYS before tender closure.</b>
<b>ITT 7.1</b>	The Minutes of the Pre-Tender meeting shall be published on the at the website <b>N/A</b>
	<b>C. Preparation of Tenders</b>
<b>ITT 8.1</b>	The Tenderer shall submit the following additional documents in its Tender: <b>AS PER EVALUATION CRETERIA</b>
<b>ITT 9.1</b>	Alternative Tenders: <b>SHALL NOT BE CONSIDERED</b>
<b>ITT 10.1</b>	The prices quoted by the Tenderer <b>shall be deemed final</b> & not be subject to adjustment during the performance of the Contract and considered final.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 11.1 (iii)	Final Destination (Project Site): <b>NOT APPLICABLE</b>
ITT 11.2	Named place of destination, in Kenya is: <b>OFFICE OF THE CLERK, THE MARSABIT COUNTY ASSEMBLY, P. O. BOX 29 – 60500 Marsabit, Kenya located at Marsabit County Assembly Headquarters in Marsabit County</b>
ITT 12.1	Place of final destination (Project Site) is <b>NOT APPLICABLE</b>
ITT 13.1	Foreign currency requirements <b>NOT ALLOWED.</b>
ITT 14.1	Manufacturer’s authorization is: <b>APPLICABLE WHERE NECESSARY</b>
ITT 15.1	System Warranty & Annual Maintenance: <b>MUST BE PROPOSED/ REQUIRED</b>
ITT 16.1	The Tender validity period shall be: <b>150 DAYS.</b>
ITT 17.1	A Tender Security: <b>DEMAND BANK GUARANTEE IN THE FORMAT PRESCRIBED.</b>
ITT 18.1	In addition to the original of the Tender, the number of copies is: <b>ONE</b>
ITT 19.1	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>LETTER OF POWER OF ATTORNEY FROM THE COMMISSIONER OF OATHS AUTHORISING A STAFF OF A BIDDER TO TRANSACT ON BEHALF OF THE COMPANY BIDDING OR JOINT VENTURE.</b>
<b>D. Submission and Opening of Tenders</b>	
ITT 20.1	<p>For <b><u>Tender submission purposes</u></b> only, the Procuring Entity’s address is:</p> <p>Attention: <b>OFFICE OF THE CLERK, MARSABIT COUNTY ASSEMBLY,</b></p> <p>Postal Address: <b>P.O. BOX 29 – 60500 MARSABIT</b> Physical Address:</p> <p><b>THE MARSABIT COUNTY ASSEMBLY, P. O. BOX 29 – 60500 MARSABIT, KENYA.</b></p> <p><b>Located at: MARSABIT COUNTY ASSEMBLY HEADQUARTERS IN MARSABIT COUNTY</b></p> <p><b>The deadline for Tender submission is:</b> Date: 10<sup>th</sup> June, 2024 Time: 10:00 am EAT. Tenderers <b><i>shall not</i></b> have the option of submitting their Tenders electronically. The electronic Tendering submission procedures: <b>NOT APPLICABLE</b></p>
ITT 21.1	<p>The Tender opening shall take place at: Attention: <b>THE CLERK</b> Postal Address: <b>29 – 60500 MARSABIT</b> Physical Address:</p> <p><b>MARSABIT COUNTY ASSEMBLY HEADQUARTERS IN MARSABIT COUNTY</b></p>



<b>ITT Reference</b>	<b>Particulars of Appendix to Instructions To Tenders</b>
	Date: 10 <sup>th</sup> June, 2024 Time: <b>10:00 am EAT</b> The electronic Tender opening procedures: <b>NOT APPLICABLE</b>
<b>ITT 22.1</b>	The number of representatives of the Procuring Entity to sign is: <b>TENDER OPENING COMMITTEE.</b>
<b>E. Evaluation and Comparison of Tenders</b>	
<b>ITT 23.1</b>	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <b>KENYA SHILLINGS</b> The source of exchange rate shall be: <b>NOT APPLICABLE</b> The date for the exchange rate shall be: <b>NOT APPLICABLE</b>
<b>ITT 24.1</b>	A margin of preference and/or reservation <b>SHALL NOT</b> apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
<b>ITT 25.1</b>	The invitation to tender is extended to the following group that qualify for Reservations <b>NOT APPLICABLES</b>  who shall be duly registered with <b>NOT APPLICABLE</b>
<b>ITT 26.1</b>	Additional evaluation factors are: <b>AS PER THE EVALUATION CRETERIA</b>
<b>F. Award of Contract</b>	
<b>ITT 27.1</b>	The maximum percentage by which quantities may be increased is: <b>0%</b> The maximum percentage by which quantities may be decreased is: <b>0%</b>
<b>ITT 28.1</b>	Performance security if so required shall be in the sum of MAX. <b>10% OF THE TOTAL CONTRACT SUM.</b>
<b>ITT Reference</b>	<b>Particulars Of Appendix To Instructions To Tenders</b>
<b>ITT 29.1</b>	The procedures for making a Procurement-related Complaint are detailed in the –Notice of Intention to Award the Contract herein and are also available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> .  If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: Title/position: <b>THE CLERK,</b> Procuring Entity: <b>MARSABIT COUNTY ASSEMBLY</b> Email address: : <a href="mailto:INFO@MARSABITASSEMBLY.GO.KE">INFO@MARSABITASSEMBLY.GO.KE</a> In summary, a Procurement-related Complaint may challenge any of the following: <b>1.</b> the terms of the Tendering Documents; and the Procuring Entity's decision to award the contract.



## **SECTION III - EVALUATION AND QUALIFICATION CRITERIA**

### **1. General Provisions**

**11** Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

**12** This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

### **2. Evaluation of Tenders (ITT 33)**

#### **21 Successful Tender or Tenders**

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be substantially responsive to the tender documents;
- b) offer the lowest evaluated cost to the Procuring Entity for all items of proposed solution & service to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and
- c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

#### **22 Evaluation of Tenders**

##### **STAGE 1: Preliminary examination for Determination of Responsiveness**

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT,

and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

	<b>PRELIMINARY MANDATORY EVALUATION (MR)</b>	<b>MUST MEET</b>
<b>1.</b>	<b>MANDATORY REQUIREMENTS FOR ELIGABLE COMPANIES</b>	<b>MUST MEET</b>
MR1	Must provide ORIGINAL Power Of Attorney/Authorization giving the Name of Person Who Should Be Signing the Bid, authorizing him/her to Submit/Execute this tender bid as a Binding Document	YES/NO
MR2	Submit a Certified Copy of Certificate of Incorporation under the company Act	YES/NO
MR3	Original Bid Security of 2% of Contract bid sum in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) valid for 150 days from the tender closing date.	YES/NO
MR4	Submit a Certified Copy of the current CR12 (not less than 3 months old)	YES/NO
MR5	List of Three (3) reputable client with recommendation letters/ award letters	YES/NO
MR6	Submit Certified Copy of PIN/VAT certificate	YES/NO
MR7	Submit Valid certified copy of Tax Compliance Certificate from KRA	YES/NO
MR8	Submit a Certified Copy of Current Single Business permit	YES/NO
MR9	Submit a Certified Copies of relevant ICTA Accreditation Certificates (at least 2)	YES/NO
MR10	Submit Manufacturer authorization letter	YES/NO
MR11	Duly filled, signed and stamped form of tender	YES/NO
MR12	The bidder shall attach a duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.	YES/NO
MR13	Must submit a dully executed JV/ Joint Bid agreements in case of tenderer joint bids witnessed legally by commissioner of oaths.	YES/NO
MR14	Duly filled, signed and stamped Company Litigation History witnessed legally by commissioner of Oaths.	YES/NO
MR15	Duly filled, signed and stamped certificate of independent tender determination	YES/NO
MR16	Must submit a dully filled up self-declaration that the tenderer is not debarred in the format provided	YES/NO
MR17	Must submit a dully filled up self-declaration that the tenderer will not engage in any corrupt or fraudulent practice in the format provided	YES/NO
MR18	Duly filled, signed and stamp form of declaration and commitment to the code of ethics	YES/NO
MR19	Must submit a dully executed legally sworn Anti-corruption affidavit witnessed by commissioner of oaths	YES/NO
MR20	Dully filled tender documents must be serialized chronologically and sequentially	YES/NO
MR21	Completed tender documents must be submitted in a bound format (1 Original & 1 Copy).	YES/NO

NOTE:

- **The firms that fulfill all the mandatory requirements will proceed to stage two of the evaluation which is technical in nature.**
- **Bidders meeting the entire above mandatory requirements will be subjected to Technical & Financial Evaluation Criteria as indicated below:**

---

## STAGE TWO: TECHNICAL EVALUATION

- **All eligible companies will be required to submit evidence for the following Technical evaluation:**

### TECHINAL CAPACITY

To proceed to Stage 3 below, tenderers **MUST** comply with all the requirements in Stage 2 above including providing attachments of RELEVANT EVIDENCE/LITERATURE/BROCHURES to corroborate their responses.

#### STAGE 2: Technical Capacity, Financial Capability, Project Approach & Methodology

1	Proposed Revenue System	Remarks
	A detailed description of the approach of the proposed system to clearly demonstrate the following key components of the Solutions to be offered; <i>a)</i> Capture all proposed solutions to be deployed <i>b)</i> Comprehensive solutions datasheets to be installed <i>c)</i> Proposed service level agreement or support plan <i>d)</i> Technical Proposal & Solution Installations	
2	Past Performance & References	
	Previous handling of at least 3 similar projects in Kenya. Provide a list of major customers where bidder have successfully implemented Project of similar nature, complexity or magnitude within the past 5 years.	
3	Proposed Methodology & Project Work plan	
4	Proposed Team Structure	
	<i>a)</i> Team organization structure for delivering assignment. <i>b)</i> Post Go-Live Warranty structure.	
5	Qualifications and Competence of the key Staff for the assignment <i>Tender must provide copies of certifications and CVs for the proposed technical staff's CV, Certificates &amp; Professional credentials must clearly demonstrate required experience.</i>	

	<p>Project Manager/ Team Leader - (one) from lead bidding firm.</p> <ul style="list-style-type: none"> <li>• Master Degree in Computer Science/ Information Systems Management, Bachelor’s Degree in Computer Science, Engineering, IT or related. Should have a minimum of 15 years’ experience in IT systems and Project Management.</li> <li>• Professional certifications, experience in ICT projects management &amp; systems with competencies in integrated systems and IT in general.</li> <li>• Project Management Certification. &amp; Member of relevant Professional Bodies.</li> </ul>	
	<p>Functional Tender/Trainer - (two)</p> <ul style="list-style-type: none"> <li>• B. Sc in computer science/IT or relevant field</li> <li>• (3+ Years) experience in systems implementation and training.</li> <li>• ICT professional Certifications</li> </ul>	
	<p>Software Engineer/Developer - (one)</p> <ul style="list-style-type: none"> <li>• B.Sc/ in Computer Science, Engineering or related degree</li> <li>• Certification in IP-CCTV &amp; Related certifications</li> <li>• Minimum (3 Years) experience and knowledge of IP-CCTV Installations</li> </ul>	
	<p>Access Control systems Installer - (one)</p> <ul style="list-style-type: none"> <li>• BSc or Diploma in computer science/IT or relevant field</li> <li>• Reputable Certification in Infrastructure &amp; System administration</li> <li>• Minimum (3 Years) experience in Access Control Systems</li> </ul>	
<b>5</b>	<b>Financial Capability</b>	
	<p>Must demonstrate financial capability;</p> <ol style="list-style-type: none"> <li>Availability of Liquid assets and access to lines of credit/other financial resources that prove bidder capacity [attach evidence]</li> <li>Provide copies of audited accounts for the company for the last three accounting years (i.e. 2023,2022,2021) Annual Turnover of at least 100M</li> <li>Letter from the bank confirming sound operation of tenderers bank account/access to credit facility-Bank overdraft (The letter should be acquired within the last 2 months)</li> </ol>	



### **STAGE 3: FINANCIAL EVALUATION**

At this stage, the bids that will pass the mandatory and technical criteria, will be subjected to financial evaluation.

Financial Evaluation involves checking for completeness of the Bidders' schedule of pricing to ensure all the Bills of Materials of the proposed solution (that includes implementation, licenses and all requirements as provided under the technical specifications), Support and Services have been priced, and quotations are devoid of arithmetic error.

Bidders whose price schedules are not complete i.e., where the bidder fails to price for all materials, technical requirements, the vulnerability management solution (a complete solution that meets the needs of the Bank) and services, are disqualified from further evaluation.

In providing the response for the commercials/pricing:

- The bidder must consider and include provisions for post-production support and warranty period of at least one (1) year after deployment of the solutions.
- Thereafter, the bidder must also provide a comprehensive maintenance and support plan for the deployed solutions.
- These post go-live maintenance and support plans must be in accordance with the bidder's response on the roles and responsibilities as outlined in the technical specifications schedule.
- A financial comparison of the Bidders shall be undertaken for purposes of identifying the Bidder with the lowest evaluated price.

### **STAGE 4: RECOMMENDATION OF AWARD**

**At this stage, the bidder who meets all this criteria and is the lowest evaluated bidder, will be recommended for award.**

#### **3 Post-Qualification of Tenderers**

##### **31 Post-Qualification Criteria**

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the said conditions. The procuring entity confirm that Post-Qualification Criteria is not considered for this tender thus it's an OPEN TENDER.

##### **a) Experience and Technical Capacity**

The Tenderer shall furnish documentary evidence to demonstrate that it meets the experience requirement(s) using the form provided under Technical Section. In case the Tenderer is a JV, experience and demonstrated technical capacity of both bidders or any sub-bidder of the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated offered in the Tender to the same technology, processing, design, materials, specifications, etc. In all respects, such that proposed solutions have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity.

##### **32 History of non-performing contracts:**

Tenderer (Supplier or and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last \_\_\_\_\_(specify

years). The required information shall be furnished as per form CON-2] or Litigation History Declarations.

### **33 Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the Sub-Contract/ JV, shall remain sound according to criteria established with respect to Financial Capability under assuming that all pending litigation will be resolved against the Tenderer or partners. Tenderer shall provide information on pending litigations as per Form CON-2 or Litigation History Declarations.

#### **4.6. Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last \_\_\_\_\_ (*specify years*). All parties to the contract shall furnish the information on the related Form (CON-2) about any

litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## **SECTION IV - TENDERING FORMS**

- i. Form of Tender Tenderer Information Form
- ii. Certificate of Independent Tender Determination
- iii. Self-Declaration Forms - FORM SD1
- iv. Self-Declaration that the Person/Tenderer will not engage in any Corrupt or Fraudulent Practice- FORM SD2
- v. Declaration and Commitment to the Code of Ethics
- vi. Tenderer Information Form
- vii. Tenderer's Eligibility- Confidential Business Questionnaire Form
- viii. Tenderer's Sub-Contract/ JV Members Information Form
- ix. Price Schedule Form
- x. Form of Tender Security – Demand Guarantee Form of Tender Security (Tender Bond)
- xi. Form of Tender-Securing Declaration Form

## FORM OF TENDER

### INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

**Date of this Tender submission:**.....[insert date (as day, month and year)  
of Tender submission]

**Tender Name and Identification:**.....[insert identification] **Alternative No.:**.....[insert identification No if this is a Tender for an alternative]  
To..... [Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration, or Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of Related Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the amounts and the respective currencies];

- f) **Discounts:**
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an



individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9;

- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate —none.)

- l) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- m) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_\_\_ *(specify website)* during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the Certificate of Independent tender Determination attached below.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict of interest.
  - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

**Name of the tenderer:** \*[insert complete name of the tenderer]

**Name of the person duly authorized to sign the Tender on behalf of the tenderer:**

\*\*[insert complete name of person duly authorized to sign the Tender]

**Title of the person signing the Tender:** [insert complete title of the person signing the Tender]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above] **Date signed** [insert date of signing] **day of** [insert month], [insert year]

\*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

\*\* : Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.



## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the ISIOLO COUNTY GOVERNMENT for: \_\_\_\_\_

\_\_\_\_\_ [Name  
and number of tender] in response to the request for tenders made by: \_\_\_\_\_

\_\_\_\_\_ [Name of  
Tenderer] do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of \_\_\_\_\_ [Name of  
Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word –competitor shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

---

**SELF-DECLARATION FORMS**

**FORM SD1**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED  
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET  
DISPOSAL ACT 2015.**

I ..... of Post Office Box ..... being  
a resident of ..... in the Republic of .....do hereby  
make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... for ..... (*insert tender title/description*) for MARSABIT COUNTY ASSEMBLY and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
  
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

**FORM SD2**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... for..... (*Insert tender title/description*) for MARSABIT COUNTY ASSEMBLY and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of MARSABIT COUNTY ASSEMBLY which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of MARSABIT COUNTY ASSEMBLY
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I..... (Person) on behalf of (*Name of the Business/ Company/Firm*).....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and AssetDisposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name .....

Sign.....

Date.....

## APPENDIX 1- FRAUD AND CORRUPTION

### 1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no.33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### 2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub- contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
  - 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
  - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
    - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
    - b) if a contract has already been entered into with the person, the contract shall be voidable;
  - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
  - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
    - a) shall not take part in the procurement proceedings;
    - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
    - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
  - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
  - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.



23 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) fraudulent practice is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) obstructive practice is:
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process,

selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a —Self-Declaration Forml as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

---

<sup>1</sup>For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## TENDERER INFORMATION FORM

*[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: ..... *[insert date (as day, month and year) of Tender submission]*

**Tender Name and Identification**.....*[Insert identification*

Alternative No.: ..... *[insert identification No if this is a Tender for an alternative]* Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is Sub-contracts/ a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

### A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

### General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_

Age \_\_\_\_\_ Nationality \_\_\_\_\_

Country of Origin \_\_\_\_\_ Citizenship \_\_\_\_\_

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company \_\_\_\_\_

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent) .....  
 Issued Kenya Shillings (Equivalent) .....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

NB: attached proof of citizenship

(e) **DISCLOSURE OF INTEREST-** Interest of the Firm in the Procuring Entity.

(i) Are there any person/persons in .....(*Name of Procuring Entity* has an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest Relationship or with Tenderer</b>
1			
2			
3			

(ii) Conflict of interest disclosure

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another Tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

(f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

(Signature)

(Date)

Official Bidders Stamp/ Seal

## TENDERER'S JV MEMBERS INFORMATION FORM

*[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for only one member of a Joint Venture/ Sub-Contracting].*

Date:.....*[insert date (as day, month and year) of Tender submission].*

**Tender Name and Identification:**.....*[insert identification Alternative No.:.....[insert identification No if this is a Tender for an alternative].*

1. Tenderer's Name: <i>[insert Tenderer's legal name -Lead Bidder]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>

## Price Schedule Submission Form

..... {Location, Date}

To .....[Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to services for.....  
.....[Insert  
name of tender] in accordance with your Request for Proposal dated..... and  
our Technical Proposal.

Our attached Financial Proposal is for the amount  
of.....

.....  
Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes  
in accordance with ITC in the Data Sheet. The estimated amount of local taxes  
is.....  
{Insert currency} {Insert amount in words and figures}.

Our Financial Proposal shall be valid and remain binding upon us, for the period of time specified in the ITC  
Datasheet.

We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the  
Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the  
event we are the successful tenderer in this subject procurement proceeding.

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

We remain,

Yours sincerely,

Signature. ....(of bidder's authorized representative) {In full and initials}:

Full name: ..... {insert full name of authorized representative}

Title: ..... {insert title/ position of authorized representative}

Name of Bidder .....(company's Main/ Lead name):

Capacity ..... {insert the person's capacity to sign for the Consultant}

Physical Address ..... {insert the authorized representative's address}

Phone: ..... {insert the authorized representative's phone and fax number, if applicable}

Email ..... {insert the authorized representative's email address}



**FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**

**Beneficiary:** \_\_\_\_\_

**Request for Tenders No:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ( \_\_\_\_\_ ) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender (-the Tender Validity Period), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s)]*

*Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

**FORMAT OF TENDER SECURITY [Option 2–Bank Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called —the tenderer) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called –the Tender) for the execution of\_\_under Request for Tenders No.\_\_\_\_\_ (the ITT).
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of the Bank**] having our registered office at ..... (hereinafter called —the Guarantor), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called —the Procuring Entity) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_day of \_\_\_\_\_20\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (–the Tender Validity Period), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[Date]  
\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Signature of the Guarantor]  
\_\_\_\_\_  
[Seal]

**Note: All italicized text is for use in preparing this form and shall be deleted from the final product**

**FORM OF TENDER-SECURING DECLARATION**

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

Date:..... *[insert date (as day, month and year) of Tender Submission]*

Tender No.:..... *[Insert number of tendering process]*

To:..... *[insert complete name of*

*Purchaser]* I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any tender with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insertdate]*, if we are in breach of our obligation (s) under the bid condition for if we are in breach of our obligation(s) under the bid conditions, because we;
  - (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
    - (i) fail or refuse to execute the Contract, if required,or
    - (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
- 3. I/ We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) thirty days after the expiration of our Tender.
- 4. I/ We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must bein the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.) .....

Name: .....

Duly authorized to sign the bid for and on behalf of..... *[insert complete name of*

*Tenderer]*. Dated on ..... day of..... *[Insert date of signing]*.

Seal or stamp.

---

## **PART 2 – PROCURING ENTITY'S REQUIREMENTS**

---

**SECTION V**

**PART 2: SUPPLY REQUIREMENTS -**

**PARTICULAR AND TECHNICAL**

**SPECIFICATIONS OF**

**MATERIALS AND WORKS**

**PARTICULAR AND TECHNICAL SPECIFICATIONS OF MATERIALS AND  
WORKS FOR IP-CCTV SURVEILLANCE AND ACCESS CONTROL SYSTEMS  
INSTALLATION WORKS**

<b>CLAUSE</b>	<b>DESCRIPTION PART 1</b>
1.00	Particular specifications
1.01	Description of the Site
1.02	Description of the Project
1.03	Climatic Conditions
1.04	Regulations
1.05	Electrical Requirements
1.06	Mandatory Requirements
1.07	Position of Services and Equipment
1.08	Setting to Work and Regulating Systems
1.09	Identification of Plant Components
1.10	Working Drawings
1.11	Record Drawings
1.12	Tests
1.13	Quality Materials
1.14	Training
1.15	Equipment Guarantee
1.16	Patent Rights
	<b>PART 2</b>
2.00	Technical Specifications for the IP-CCTV Cameras System
2.01	Extent of Works for Security Surveillance System
2.02	Working Drawings
2.03	Minimum Allowable Technical Specifications for the IP-CCTV Cameras System
2.04	Minimum Requirements for Proposed IP-CCTV Cameras System
2.05	Mounting Brackets
2.06	Camera Housing
2.07	Color Video Monitors
2.08	Color Digital Network Video Multiplexing Recorder
2.09	CCTV Management Software
2.10	Uninterruptible Power Supply (UPS)
2.11	Cables and Connectors
2.12	Patch Panels
2.13	Network Control Equipment at the Network Core
2.14	Labelling
2.15	Network Cabinet
2.16	Ethernet Floor EDGE Switches
2.17	Optical Fibre Cable
2.18	Fibre Patch Panels
2.19	Backbone
2.20	Network Management System
2.21	Brochures and Technical Literature

### **PART 3**

3.00	Technical Specifications for the Access Control System Works
3.01	Extent of Works for Access Control System Installation Works
3.02	The IP Based Intelligent System Controller
3.03	Biometric (Finger) and Proximity Card Reader
3.04	Proximity Card
3.05	Magnetic Door Contacts
3.06	Door Access Controller
3.07	Magnet strip Card
3.08	Door Contacts
3.09	Hand Held Metal Detector
3.10	Uninterruptible Power Supply (UPS)
3.11	X-Ray Baggage Scanner
3.12	Walk Through Metal Detector
3.13	Access Control Server Controller
3.14	Biometric Clocking Machine
3.15	Brochures and Technical Literature

### **PART 4**

4.00	Technical Specifications for Computers and Accessories
4.01	Specifications for Desktop Computer
4.02	Specifications for Laptop Computer
4.03	Specifications for Medium Duty Laser Printer
4.04	Specifications for Light Duty UPS

### **PART 5**

<b>5.00</b>	<b>Statement of Compliance.</b>
-------------	---------------------------------

## **PART 1**

### **1.00 PARTICULAR SPECIFICATIONS – IP-CCTV AND ACCESS CONTROL SYSTEMS INSTALLATIONWORKS**

#### **1.01 DESCRIPTION OF THESITE**

The site of the proposed works is located at **Marsabit Town, Marsabit County.**

#### **1.02 DESCRIPTION OF THEPROJECT**

The works comprise the Supply, Installation, Testing and Commissioning and leaving in servicing condition the IP-Based Closed Circuit Television Cameras and Access Control Systems in the Proposed County Executive Offices for Marsabit County as herein described in the specifications. The works shall include but not limited to the Supply and Installation of the following;

- IP Cameras
- Network Video Recorders
- LED Monitors
- Access Control System
- Cabling of the CCTV & Access Control Systems and all Associated Works

#### **1.03 CLIMATIC CONDITIONS**

The following climatic conditions apply at the site of the Contract Works and the equipment, materials and installations shall be suitable for these conditions:

- Mean Maximum Temperatures  
25 °c
- Mean Minimum Temperature  
15.4 °c
- Range of Relative humidity 39% - 97% Salt in the atmosphere  
0.02%
- Altitude 1406M above sea level
- Latitude /Longitude  
2.3355°N/37.9943°E
- Solar Radiation, February Mean Max 630  
Langley's

Heavy rain falls at certain periods of the year and the contractor shall be deemed to have taken account of this factor both in his prices and his planning of the execution of the contract works.

Equipment de-rating factors for the temperature and altitude shall be stated.



#### **1.04 REGULATIONS**

The contractor shall, in the execution and completion of the works in the detailed design for which he is responsible comply with the provisions of the following as necessary and relevant:

- Communication Authority of Kenya (*formerly CCK*)
- The Kenya Communications Act
- The Electronic Power Act and the Rules made thereunder.
- The Kenya Power and Lighting Company Limited's Bye-Laws.
- The current edition of the "Regulations for the Electric Equipment of Buildings" issued by the Institution of Electrical Engineers.
- The requirements of the Chief Inspector of Factories for the Kenya Government.
- Kenya Bureau of Standards (KEBS) Standard Specifications and Codes of Practice, or other equal and approved standard specifications and codes.
- The Bye-Laws of the Local Authority.
- Any other regulations applicable to Electric and Electronic Installations or Communications systems in Kenya.
- The Employer's Safety Regulations.

#### **1.05 ELECTRICALREQUIREMENTS**

The equipment to be supplied shall be capable of being operated from 240VAC, 50Hz power supply.

#### **1.06 MANDATORYREQUIREMENTS**

- a) All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system.
- b) All systems and components shall have been thoroughly tested and proven in actual use.
- c) All systems and components shall be provided with the availability of a, 24-hour technical assistance program (TAP) from the manufacturer. The TAP shall allow for immediate technical assistance for either the dealer/ installer or the end user at no charge.
- d) All systems and components shall be provided with a one-day turnaround repair express and 24-hour parts replacement. The repair and parts express shall be guaranteed by the manufacturer on warranty and non-warranty items.
- e) The supplier shall be the manufacturer, or the manufacturer appointed agent (proof to be submitted).

### **1.07 POSITION OF SERVICES AND EQUIPMENT**

The route services and approximate positions of apparatus are shown on the contract drawings but their exact positions shall be determined by approved dimensional details on working drawings or on site by the P.M.

The contractor shall ascertain on site that this work will not foil other services or furniture and all services through the ducts must be readily accessible for maintenance and arranged to allow maximum access along the ducts. Any work which has to be redone due to negligence in this respect will be the contractor's responsibility.

### **1.08 SETTING TO WORK AND REGULATING SYSTEMS**

The contractor shall carry out such tests of the contract works as are required by KEBS Standard Specifications and Codes of Practice, I.E.E Regulations or equal and approved codes, or the competent Authority.

No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the P.M. unless approved otherwise by him (the contractor's own preliminary and proving tests are exempted).

The contractor shall include in his tender for the costs for testing and commissioning the contract works as herein described. He shall submit for approval to the P.M. a suitable program for testing and commissioning. The P.M. and the Employer shall be given ample warning as to the dates on which testing and commissioning will take place.

The proving of any system of plant or equipment as to compliance with the specification shall not be approved by the P.M. except at his discretion until tests have been carried out under operating conditions appertaining to the most onerous conditions specified except where the time taken to obtain such conditions is unreasonable or exceeds 12 months after practical completion of the contract works.

### **1.09 IDENTIFICATION OF PLANT AND COMPONENTS**

The contractor shall supply and install identification labels to all plants and all switches and items of control equipment with, where no excessive heating is involved, white Trifoliolate or equal labels engraved in block lettering denoting the name/ function and/or section controlled. Where heating is likely to distort Traffolyte, approved aluminium labels with stamped or engraved lettering shall be used.

The labels shall be mounted on equipment and in the most suitable positions. They shall be in English or in internationally understood symbols capable of being read without difficulty. The labels shall conform to descriptions used on record drawings. Details of the lettering of the labels and the method of mounts or supporting shall be forwarded to the P.M. for approval before manufacture.

### **1.10 WORKINGDRAWINGS**

The contractor shall prepare such working Drawings as may be necessary. The working Drawings shall be completed in such detail that the contract works can be executed on-site. P.M. can approve the contractor's designs and intentions in execution of the contract works.



- Approved working drawings shall not be departed from except where provided for.
- Approval by the P.M. of working Drawings shall neither relieve the contractor of any of his obligations under the contract nor relieve him from correcting any errors found subsequently in the approved working Drawings or elsewhere associated there with or with the works.

#### 1.11 **RECORD DRAWINGS**

During the execution of works on site the contractor shall, in a manner approved by the P.M. record of working or other Drawings at the site all information necessary for preparing Record Drawings of the installed contract Works. Marked up working or other Drawings and other documents.

Record Drawing shall include but are not restricted to the following drawings or information: -

- Working Drawings amended as necessary but titled "Record Drawings" and certified as a true record of the as installed" contract works.
- Fully dimensioned drawings of all plants and apparatuses.
- System Schematic and trunking diagram showing all salient information relating to control and instrumentation.
- Wiring diagrams of individual plants, apparatus and switch and control boards. These diagrams to include these particular to individual plants or apparatus and elsewhere applicable those applicable to system operation as a whole.

One reproducible copy of the Record Drawings of the contract works and Schematic Diagrams shall be provided not later than one month afterwards.

Notwithstanding the contractor's obligation referred to above, if the contractor fails to produce to the P.M.'s approval of the Record Drawings, within one month of partial or Practical Completion the Employer shall be at liberty to have these drawings produced by others. The cost of obtaining the necessary information shall be deducted from the outstanding payments due to the contractor.

#### 1.12 **TESTS**

Both on completion of his work and at the end of the guarantee period the contractor shall carry out such tests as may be required in the presence of the P.M. or his representative, or the representative and shall provide all necessary Instruments, labour and materials to do so. The Contractor shall pay such charges related to such tests if any.

#### 1.13 **QUALITY OF MATERIALS**

Materials and apparatus required for the complete installation as called for in the specifications or Contract Drawings shall be supplied by the contractor unless specified otherwise.

Unless otherwise specified all materials (including equipment, fittings, cables) shall be new, of the best quality and approved origin.

#### **1.14 TRAINING**

In the direction and to the satisfaction of the P.M. the contractor shall arrange training of the attendant console operators, users and administrators at the site or the contractor's office on the working-based PABX. The cost of such training shall be included in the contractor's prices.

#### **1.15 EQUIPMENT GUARANTEE**

The contractor shall undertake in writing to rectify free of charge, all faults arising from faulty components, materials, design or workmanship by the manufacturer or contractor whichever is applicable. This liability shall be for a minimum period of one calendar year from the date of acceptance of the equipment. Twelve months limitation notwithstanding, the period of liability shall not end until all defects which appear during the liability period have been rectified.

#### **1.16 PATENT RIGHTS**

The contractor shall fully indemnify the Government of Kenya, against any action, claim or proceeding relating to infringement of any patent or design rights, and shall pay any royalties which may be payable in respect of any article or any part thereof which shall have been supplied by the contractor to the P.M. and in like manner the government of Kenya shall fully indemnify the contractor against any such action, claim or proceeding for infringement or alleged infringement under the works the design thereof which shall have been supplied by the

P.M. to the contractor, but this indemnity shall apply to the works only, and any permission or request to manufacture to the order of the P.M. shall not relieve the contractor from liability should he manufacture for, or supply to other buyers.

## **PART 2**

### **2.00 TECHNICAL SPECIFICATIONS FOR THE IP-CCTV CAMERAS SYSTEM**

#### **2.01 EXTENT OF WORKS FOR SECURITY SURVEILLANCE SYSTEM**

The security surveillance system should consider the following.

***IP-CCTV Camera.*** The cameras specified should be able to cover the distance with clear pictures. Consider whether there shall be need to support the fixed digital cameras with the Pan, Tilt and Zoom Cameras or not. Highly sensitive areas should be covered with more cameras able to take pictures of any person coming in both from the front and the rear. The resolution of the cameras should be able to give motion pictures that are clear.

***LED Monitors.*** The color monitors must be of high resolution and preferably of plasmascreen. The size of the monitor should be big enough to allow the operators to make correct deductions both in real-time operation and during playbacks.

***IP-Network Video Recording.*** The recording multiplexer resolution has to be equally high for the monitor to display the with a high resolution.

The IP CCTV Surveillance system should be able to support the following;

- IP-based recording system with motion detection.
- Digital zooming into recorded images/ live view
- Multi-level password protection and logging facilities
- Integrates with access control, burglar control, burglar alarms, Fire alarm systems and other building management systems as may be specified by the engineer.
- Image compression for remote web live and playback viewing in case of IP.
- Multi-display monitors
- Automatic daily archiving to hard drive or optical drive.
- Fully adjustable digital video motion detection with exclusion/the inclusion of multiple regions per camera.
- Efficient video collection, storage and retrieval.
- Advanced and instant search capability
- Digitally signed recordings, with audit trails of all operator actions and system events.
- Storage capacity of the Network Video Recorder. Space to provide at least three months of continuous recording and backup for automatic archiving for one year and redundancy
- Infra-red illuminators in poor lighting conditions
- Able to interface with other systems on the ground
- Support IP and PoE connectivity.

## **2.02 WORKINGDRAWINGS**

The Contractor shall submit to the Project Manager working drawings for the proposed system for approval. The drawings will show the locations for all cameras, cable routing and terminations, telecommunication outlets/connectors, location of NVR, monitors, core switches and Edge switches.

## **2.03 MINIMUM ALLOWABLE TECHNICAL SPECIFICATIONS FOR THE CCTV SYSTEM**

### **2.03.1 GENERAL SPECIFICATIONS FOR THE CAMERAS**

#### **2.03.2 The cameras are classified into two main types**

##### **a) Fixed cameras–**

These cameras have a fixed area of view depending on the angle and the focal length of the lens used. They can be used indoors and outdoors depending on the requirements. When used outdoors, the cameras are housed in a weatherproof housing of IP66. Those used indoors come with different shapes of housing. The view housings are used for cameras covering long distances like corridors and the dome housings are used for common areas like lobbies, security desks etc.

##### **b) Pan Tilt and Zoom Cameras**

These cameras are only used to support the static cameras. They are useful as they are able to pan 360 degrees, tilt over 90 degrees and zoom in to an object for Min 16 times and above.

The cameras shall be in-door type and out-door type with PoE/240V main supply with the appropriate power adaptors, 50Hz field frequency and operating according to the CCIR standard with a minimum resolution of 2 megapixels.

The camera shall be fixed on a sliding rail track on the ceiling's labour walls as directed by the Electrical Engineer with an appropriate bracket.

It shall be possible to control the lens and the pan/tilt head remotely via a remote-control box at the control room. The Camera must be able to be controlled by a CCTV keyboard

They shall be linked to the Television Monitors and the Control Equipment through CAT 6 A cables as appropriate and according to the project instructions.

The mounting height and position of cameras shall be such that the desired coverage shall be achieved as distinctly as possible.

The digital signal processing (DSP) camera shall be aesthetically styled. The DSP chip will enable advanced video processing and manipulation to be carried out in the camera head.

## **2.04 MINIMUM REQUIREMENTS FOR THE PROPOSED CCTV SYSTEM**

The cameras shall have the following minimum specifications but cameras with higher specifications shall be accepted:

### **a) IP Bullet camera**

- 3 Mega Pixel Full HD Outdoor IP Bullet Camera with Infrared
- Built-in Infrared 25 meters minimum
- imaging sensor – 1/2.8” minimum
- Wide Dynamic Range –120dB
- Motorized Varifocal Auto Iris lens
- Day and night vision, Minimum illumination 0.08lux (colour), 0lux (B/W) IR on
- Focal Length –3~8mm
- IP network capable
- PoE capability
- H.265 video compression
- Accessible edge storage with 64GB internal MicroSD card slot
- True day and night vision capability
- Tampering detection, Face detection, Audio Detection, Motion detection and event-triggered alarm processing.
- Masking Capability,
- Vandal proof IK-10 rating housing
- Weatherproof I66 rating
- ONVIF Compliant

**(State make and type, and enclose catalogues)**

### **b) IP Dome CCTV Camera**

- 3 Mega Pixel Full HD IP Dome Camera with infrared
- Built-in Infrared 20 meters minimum
- imaging sensor – 1/2.8” minimum
- Wide Dynamic Range –120dB
- Motorized Varifocal Auto Iris lens
- Day and night vision, Minimum illumination 0.1lux (colour), 0lux(B/W) IR on
- Focal Length –3~8mm
- IP network capable
- PoE capability
- H.265 video compression
- Accessible edge storage with 64GB internal MicroSD card slot
- True day and night vision capability
- Tampering detection, Face detection, Audio Detection, Motion detection and event-triggered alarm processing
- Masking Capability,
- Vandal proof IK-10 rating housing
- Weatherproof IP66rating
- ONVIF Compliant

**(State make and type, and enclose catalogues)**



**c) Mini Dome/Fisheye CCTV Camera**

- 5 Mega Pixel Full HDIP
- imaging sensor – 1/2” minimum
- Wide Dynamic Range –120dB
- angular field of view of at least H:180°; V:180°; D:180°
- Day and night vision; Minimum illumination 0.5lux (colour),0lux(B/W) IR on
- IP network capable
- PoE capability
- H.265 video compression
- Accessible edge storage with 64GB internal MicroSD card slot
- True day and night vision capability
- Tampering detection, Audio Detection, Motion detection and event-triggered alarm processing
- Masking Capability,
- Vandal proof IK-10 rating-housing
- Weatherproof IP66rating
- ONVIF Compliant

**(State make and type, and enclose catalogues)**

**d) IP Box CCTV Camera**

- 2 Mega Pixel Full HD IP box Camera
- imaging sensor – 1/2.8” minimum
- Wide Dynamic Range –120dB
- Auto Iris lens
- Day and night vision; Minimum illumination 0.1lux (colour),0lux(B/W) IR on
- Focal Length –3~8mm
- IP network capable
- PoE capability
- H.265 video compression
- Accessible edge storage with 64GB internal MicroSD card slot
- True day and night vision capability
- Tampering detection, Face detection, Audio Detection, Motion detection and event-triggered alarm processing
- Masking Capability,
- Vandal proof IK-10 rating-housing
- Weatherproof IP66rating
- ONVIF Compliant

**(State make and type, and enclose catalogues)**

**e) IP PTZ CCTV Camera**

- 2 Mega Pixel Full HD IP Dome Camera with infrared
- Built-in Infrared 100 meters minimum
- imaging sensor – 1/2.8” minimum
- Wide Dynamic Range –120dB
- Varifocal Auto Iris lens
- Minimum Adjustable digital zoom 16x, optical zoom 32x
- Day and night vision; Minimum illumination 0.1lux(colour),0lux(B/W) IR on
- Focal Length –4.5~130mm
- IP network capable

- PoE capability
- H.265 video compression
- Accessible edge storage with 64GB internal MicroSD card slot
- True day and night vision capability
- Tampering detection, Face detection, Audio Detection, Motion detection and event-triggered alarm processing
- Masking Capability,
- Vandal proof IK-10 rating-housing
- Weatherproof IP66rating
- Heater, Blower and Defog
- Auto tracking
- ONVIF Compliant

(State make and type, and enclose catalogues)

## 2.05 MOUNTINGBRACKETS

The Brackets shall:

- Be suitable for wall or ceiling mounting of a single camera. Be at least 5.5" length
- Have an auto lock facility.

## 2.06 CAMERA HOUSING

The camera housing shall:

- Be IP66-rated with integral cable management.
- Be Weatherproof and constructed from aluminum with epoxy coating.

## 2.07 COLOR VIDEOMONITORS

The monitor should be capable of providing high levels of picture quality 10MHz bars visible at low brightness and reliability stable synchronization, black level clamping, low sensitivity and high stability.

The monitors shall be high performance color video monitors for monitoring scenes from the above cameras and viewing playback scenes from the video cassette recorders. The monitors shall be located at places to be shown on-site by the project manager.

The monitor shall give stable and interference free pictures of scenes being viewed. It should also conform to the following specifications:

Type:	LED; 50,000hours panel life
System:	NTSC/PAL
Screen Size:	52"
Resolution:	1,920 x 1,080
Display Colour:	16.0million
Brightness:	350cd/m <sup>2</sup>
Contrast Ratio:	5,000:1
Video input signal:	1.0 Vpk-pk
Power consumption:	Not more than 80W
Power input:	240V, 50HZ
Interface:	VGA, DVI, HDMI, RGB, Audio, Video

(State make and type, and enclose catalogues)

**2.08 NETWORK VIDEO RECORDER**

**The network video recorder shall have the following minimum requirements:**

- 64Channels
- Throughput of at least400Mbps
- Gigabit Ethernet connection
- Multi-screen Display: Full/4/9/16 way or as appropriate.
- Storage of 48TB minimum capacity
- external storage support capability
- VGA/HDMI local monitor
- Redundant hot-swap power supply
- Network management/viewer software
- Inbuilt intelligent video analysis
- H.265, MPEG, MJPEG Compression
- ONVIF compatibility
- Web viewer supported
- PoE enabled
- Smart Video Search Feature for streamlined investigations
- Recording resolution of5MP
- IP address filtering, user access log, authentication and encryption
- Auto Launch of Video on specified Alarms/Events
- LED status indicator
- CE, certification

**(State make and type, and enclose catalogues)**

## **2.09 CCTV MANAGEMENT SOFTWARE**

**CCTV management software with the following minimum specifications: -**

- Event Recording Scheme
- Operate Motion-Detector-Recording
- NTSC-PAL video recording.
- Be capable of recording real time images at full resolution and frames rate.
- Features for connection for alarm system Automatic Recycling
- Users' passwords.
- Input, Output, Audio Alert Facilities
- Remote Viewing Facilities, TCP/IP, INTERNET, ISDN, modem
- Capability of streaming into the client's existing LAN/WAN infrastructure
- Ability to quickly search through thousands of hours of recorded video information
- Event-triggered video recording to reduce storage requirements
- Masks out disturbing areas, or areas of no interest, within the specified region
- Identifies & immediately alerts the user to potential security
- Features should be able to be used at very low frame rates
- Easy calibration for specific applications
- Color-matching matches user-specified colour to the video image
- Functions in outside environments with changing conditions:
  - Auto-learning of background feature
  - Object saliency and object Consistency mechanisms to filter out phantom objects
  - "Out of Focus" condition is user-calibrated by level of focus
- Automatic self-test of camera validity
- Motion Trajectory Analyzer provides advanced analysis of the motion of objects
- Seamless integration into Enterprise security knowledge management solution.
- Analysis of stationary objects

**(State make and type, and enclose catalogues)**

## **2.10 UNINTERRUPTIBLE POWER SUPPLY(UPS)**

This shall be an online Uninterruptible power supply with an output rating able to provide power to the security surveillance system for a minimum of 8 hours in case of power failure.

It shall be microprocessor-based so that both output voltage and frequency are closely regulated and continuously monitored and also provides system diagnostic and shutdown protection functions. It shall feature a maintenance bypass to enable normal routine maintenance operations to be performed without interruptions to the system.

It shall be fitted with both visual and audible alarms to indicate any change in equipment status such as:

- input power problems
- ups faults
- ups overload
- battery discharging

**Other parameters are:**

Input supply:	240VAC50HZ
Power factor:	0.8 lag at full load
Current limit:	125% of the normal
Output voltage:	240V AC 50HZ
Output voltage tolerance:	2%
Output frequency tolerance:	0.05%

**(State make and type, and enclose catalogues)**

**2.11 CABLING**

- a) All cables must pass through conduits or trunking.
- b) All cables and connectors shall be labelled.
- c) No distortion due to kinks, sharp bends or excessive hauling tension shall be allowed.
- d) Cable shall be run in a manner eliminating any possibility of strain on the cable itself or on the terminations.
- e) Cables shall have no joints or splices.
- f) Cables shall be kept at a minimum distance of 150mm from items liable to become hot or cold.
- g) Bending radii shall be not less than eight times the overall cable diameter.
- h) The manufacturers' hauling tension shall not be exceeded.
- i) All cable ties and fixings shall be tightened to support the cable loom without distortion of the cable sheath.
- j) The UTP 4 pair shall be of Solid copper, 24AWG, 100% balanced twisted-pair (UTP) Category 6A cables with four individually twisted pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B.2 upto 100MHz. Cat 6A Structured Cabling shall be used throughout the entire installation.

**(State make and type, and enclose catalogues)**

**2.12 PATCH PANELS**

- a) Shall conform to ANSI/TIA/EIA-568A and rack mounted.
- b) Shall be equipped with RJ45 contacts of Cat 6 sockets with a capacity of 12, 24 or 48 ports.
- c) Shall be earthed.
- d) Except for patch cords used to connect NICs to the RJ45 sockets, all patch cords shall be labelled at each extremity with PVC support and intelligible marking. For other components, the label shall be of stiff plastic PVC type.

**(State make and type, and enclose catalogues)**

**2.13 ACTIVE NETWORK CONTROL EQUIPMENT AT THE NETWORK CORE**

The active control equipment at the core should have the following features:

- a. Backplane/switch fabric Bandwidth Capacity of 150 GBPS or more.
- b. IEEE 802.3 compliant for power over ethernet
- c. IEEE 802.1 based security compliant

- a. SNMP compliant for security
- b. Layer 2/3/4switch
- c. Should support Gigabit Ethernet to the desktop
- d. Should have at least 10 slots or higher chassis
- e. The core switches should have two links to each floor configured in active/active configuration. The links should deliver 2GBPS throughput when all ports are active.
- f. The core switch should have a redundant power supply, redundant fan tray and redundant CPU/ supervisor engine installed
- g. Fiber cable linking stacks on each floor to the core should be connected to the 1000Base X(GBIC) port on the core switch.
- h. Should be installed with the latest version of system software at the time of delivery.
- i. Should support Quality of service for various applications.

**(State make and type, and enclose catalogues)**

**2.14 LABELING**

- a) Horizontal and backbone cables shall be labelled at each end. The cable or its label shall be marked with its identifier.
- b) A unique identifier shall be marked on each faceplate to identify it as connecting hardware.
- c) Each port on the face plate shall be labelled with its identifier.
- d) A unique identifier shall be marked on each piece of connecting hardware to identify it as connecting hardware.
- e) Each port on the connecting hardware shall be labelled with its identifier.
- f) A unique identifier shall be marked on each **port** on the connecting faceplate to identify it as connecting hardware.

**2.15 NETWORKCABINET**

- a) The cabinet shall be metallic with front clear glass and of good finish and conveniently accessible by technical personnel for maintenance. The main cabinet shallbeatleast42Uandothercabinetshousingedgeswitchshouldbeatleast 22U
- b) Power to the cabinet shall be switched off from within the cabinets. Proper power socket cables are to be supplied with the cabinet.
- c) The cabinet for active devices shall conform to ANSI/TIA/EIA-568A specifications with forced cooling.
- e) Support small factor pluggable (SFP) and industry-leading density up to 240 of IEEE 8033 for 1000 Base-SX ports per system.
- c) Cabinets shall have adequate room for additional components typically 3U free space.

**(State make and type, and enclose catalogues)**

## 2.16 ETHERNET FLOOR EDGE SWITCHES

Active control equipment at the LAN Edge should have the following features

- a) Active control equipments at the LAN Edges should support 10/100/1000MBPS on all ports (RJ45) and Gigabit to the desktop connectivity
- b) The equipment should have at least two 1000BaseX Gigabit uplink ports for terminating backbone Fibre.
- c) The equipment should support layer 3 routing.
- d) Should support IEEE 802.1, SSH, SNMP.
- e) Switch Fabric forwarding Bandwidth of 64GBPS or more.
- f) More than 12,000 MAC addresses should be available on each switch.
- g) The switches should have 8/12/24/48 ports of 10/100/1000MBPS.
- h) Each stack on the edge will have two links of Fiber to the core switch, totaling two Fibre terminations from the core switch to the stack.
- i) Should support Jumbo frames.
- j) Total stack throughput bandwidth of 64 GBPS or more.
- k) Active Edge switches should be quoted with a minimum of **One year of warranty** covering free replacement of parts and units.
- l) The switches to be PoE plus

**(State make and type, and enclose catalogues)**

## 2.17 OPTICAL FIBRE CABLE

The Fibre cable must be 8 core single mode Fibre with the following specifications: -

- a) Cable size: 8 cores.
- b) Termination: SC Duplex connectors.
- c) Graded Index: Nominal 62.5/125micron

**(State make and type, and enclose catalogues)**

## 2.18 FIBER PATCH PANELS

All Backbone Fiber links should be terminated on Fiber Patch Panels. Connector interfaces should support ST, Sc simplex, Sc duplex, FC, LC or MT-RJ.

**(State make and type, and enclose catalogues)**

## 2.19 BACKBONE

Backbone cabling inclusive of switches and all necessary accessories shall be carried out in readiness for the termination of edge switches.

The Backbone cabling shall be flexible and allow for easy 'add-ons' for future expansions. Hence enough capacity shall be allowed for future expansion. It shall be done using the star topology.

2.20 **NETWORK MANAGEMENT SYSTEM**

Bidders must propose the manufacturer's Network Management system for centralized configuration, maintenance and troubleshooting of active equipment. Third-party standalone systems should not be offered as part of the solution. Features and functionalities of the system should include the following:

- a) Should be compatible with Microsoft Windows/Linux operating systems
- b) Graphical User Interface for central Management and network viewing
- c) Network discovery and inventory management
- d) VLAN, multicast, security and load-balancing/fail-over configuration
- e) Downloading and saving log files from the device's flash memory
- f) Centralized upgrade/backup and archiving of activities
- g) Export of network topology to JPEG or other standard formats.

2.21 **BROCHURES AND TECHNICAL LITERATURE**

Tenderers **must enclose** together with their submitted bids brochures detailing technical Literature and specifications of the CCTV Cameras System and the UPS. The brochures shall be used to evaluate the suitability of the system and the associated accessories. **Any bid submitted without the brochures shall be considered technically non-responsive, and shall subsequently be disqualified.**



## **PART 3**

### **3.00 TECHNICAL SPECIFICATIONS FOR THE ACCESS CONTROL SYSTEM**

#### **3.01 EXTENT OF WORKS FOR ACCESS CONTROL SYSTEM**

The main components of an access control system are:

- a) Intelligent System Controller and Server
- b) The proximity card reader
- c) The proximity cards
- d) The magnetic locks
- e) Biometric readers

#### **3.02 THE IP-BASED INTELLIGENT SYSTEM CONTROLLER**

The controller is the main item for the control access system.

The controller shall have a built-in power supply, with a battery backup facility and sufficient power to drive the number of doors with access control.

The control should be able to provide time zoning, extensive door monitoring, logging of all events and hardware alarms –output.

User's parameters shall be done locally in the standalone via a portable and easy-to-use compact program using the English language software.

The controller should be able to use the proximity cards, biometric readers or the magnetically encoded keys as identifiers as specified by the engineer.

It shall have the following features;

- Bi-processor Central Processing Unit
- With lead battery back-up with four (4hrs.) hours autonomy in case of network failure.
- Autonomous clock/management regular/daylight saving time with autonomy of one hour.
- Management of peer-to-peer connection with other servers and as a consequence a high decision making capability and full operative autonomy.
- Upto 2500 transactions stored on a removable cartridge with a flash EPROM memory.
- The controller shall be capable of controlling 1 No. (one) or 2 No. (two) doors in a stand-alone mode and shall have IP based access functionality.
- Should Have TCP/IP RS485 communication compatibility
- The controller shall have a built-in power supply, with a battery backup facility and sufficient power to drive two locks.
- Minimum 4-relays output, 4 readers interface support and Wiegand reader support
- 8 input port for door open sensor monitoring and exit button and minimum 2 user defined input port for link with alarm system.
- 12C Bus Expansion Slot

- In built surge protection
- Control software with access to alarm monitoring, time zones, supervision, activity reports etc.
- The control should be able to provide time zoning, extensive door monitoring, logging of all events and hardware alarms–output, and also real time monitoring.
- User’s parameters shall be done locally in the standalone via a portable and easy to use compact program using the English Language Software.
- The controllers should be able to use the mag stripe cards or the magnetically encoded keys as identifiers.
- The card readers shall have a Pin-pad.
- The power for the reader and for the electric lock shall be supplied via the controller.
- **MUST** have a staff attendance Management System capability.

The server as specified by the Engineers should be able to store the transactions for a minimum of two months. The speed of the server to be such that the programming and communication between the card readers and other interface units is fast.

### **3.03 BIOMETRIC (FINGER AND RFID) AND PROXIMITY CARD READER**

- Shall have biometric state-of-the art fingerprint reader.
- Bi-directional and meets requirements for HID Proximity cards (standard ISO/ABA 125 KHz, up to 4cm of distance).
- Have an Alphanumeric Liquid Crystal Display (LCD), backlit, with two lines of 16 characters each, for the visualization of time data, guide messages for the user, and service messages.
- Should have 2 multiple colour LEDs: Green for the access granted, Red for invalid transactions, and Yellow for the Echelon Service function.
- Variable Tones for valid/invalid transactions.
- Have a USB Port, RS-485 communication interface, and contactless read/write smart card technology cable in free topology. (Transceiver FTT10A, 78Kbps).
- Meets IP31 level of protection.
- At least 1000 fingerprint user capacity.
- At least 1000 valid cards capacity.
- It should be able rated to operate within 0°C ÷ +50°C temperature range.
- It should be rated to operate up to a relative humidity 95% without condensation or as otherwise specified by the engineer for special cases.
- Must meet all laid down international Electromagnetic Compatibility standards.

### **3.04 PROXIMITY/ MAGESTRIPS CARD**

The cards shall be of a type that can accommodate a customer logo, photographs and text should they be required and they shall have a high coercivity magnetic strip.

### **3.05 MAGNETIC DOOR CONTACTS**

They shall be of the magnetic reed switch and with appropriate magnetable to handle at least a minimum of 200KN and also of the normally open type

### **3.06 DOOR ACCESS CONTROLLER**

The controllers shall be capable of controlling 1 No. (one) or 2 No. (two) doors in a stand-alone mode.

The controller shall have a built-in power supply, with a battery backup facility and sufficient power to drive two locks.

The control should be able to provide time zoning, extensive door monitoring, logging of all events and hardware alarms –output.

Users' parameters shall be done locally in the standalone via a portable and easy-to-use compact program using the English language software.

The controller should be able to use the magstripe cards or the magnetically encoded keys as identifiers.

The card readers shall have a Pin-pad.

The power for the reader and for the electric lock shall be supplied via the controller.

### **3.07 MAGESTRIPSCARD**

The cards shall be of a type that can accommodate a customer logo, photographs and text should they be required and they shall have a high coercivity magnetic strip.

### **3.08 DOOR CONTACTS**

They shall be of the magnetic reed switch and the appropriate magnet and also of the normally Open Type.

### **3.09 HAND HELD METAL DETECTOR**

Should meet the following minimum requirements;

- Contact-free inspection
- Extremely high detection performance
- Audible and vibrating alert
- Automatic zero compensation
- LED for visual metal detection
- Sensitivity of between 11cm to 40cm detection distance in air
- Meet DIN EN ISO 9002 quality standard, VDE 0848 TEIL 4 and A3 security standards

### 3.10 UNINTERRUPTIBLE POWER SUPPLY(UPS)

This shall be a non-online Un-interruptible power supply with an output rating able to provide power to these security surveillance system and controlled access system for a minimum of 8 hours in case of power failure.

It shall be microprocessor-based so that both output voltage and frequency are closely regulated and continuously monitored and also provide system diagnostic and shutdown protection functions.

It shall feature a maintenance bypass to enable normal routine maintenance operations to be performed without interruptions to the system.

It shall be fitted with both visual and audible alarms to indicate status such as:

- input power problems
- up faults
- ups overload
- battery discharging

Other parameters are:

Input supply:	240VAC50HZ
Power factor:	0.7 lag at full load
Current limit:	125% of the normal
Output voltage:	240V AC 50HZ
Output voltage tolerance:	2%
Output frequency tolerance:	0.05%

### 3.11 X-RAY BAGGAGE SCANNER

Should meet the following minimum requirements:

- A tunnel opening of 620mm wide by 418 mm high
- Conveyor speed at 50Hz mains frequency of 0.24m/s
- Conveyor should be able to carry up to 160Kg of evenly distributed load.
- High resolution and able to detect 39AWG(0.09mm)
- 17" color monitor
- High image resolution
- High speed digital signal transmission using 24bit real time image processing
- Advanced material classification system
- Online image analysis
- Electronic zoom facility
- Image presentation in B/W and color
- Digital video memory of 1280 1024 at 24bits
- X-ray leakage should meet applicable international standards relevant to X-ray emitting devices
- Constructed of heavy-duty rust-proof material for extremely durable and tamper-proof operation.

### 3.12 WALKTHROUGH METALDETECTOR

The walk-through metal detector should have the following minimum features:

- Multi-zone panel version
- Passage way internal size 760x2030x580mm (W x Hx D)
- Detection Zones: At least 33 No. Zones
- Power Supply: 240V, 50Hz
- Adjustable sensitivity with range settings
- Programmable operation
- Programming access protected by mechanical lock and passwords
- High immunity to both electrical and mechanical interference
- Easy maintenance
- Control unit incorporated in the detector
- High-intensity display using green and red signals
- High-intensity audible alarm signal with programmable volume/tone
- Signal to be proportional to the mass of the object detected
- Facility for networking via built-in keypad and RDU or RS232/RS485 serial connection
- Multi-zone display bar for height of person localization
- Should be harmless to pacemakers, life support systems, pregnant women, and magnetic storage media.
- Photo transit counter
- Emergency batteries for 6.5 hours' independent operation capability
- Constructed of heavy duty materials for extremely durable and tamperproof operation.
- Conform to FAA, (3-GUN-Test), NILECJ-0601-00 standards for all security levels, EC regulations, all international standards relating to electrical safety.

### 3.12 ACCESS CONTROL SERVER CONTROLLER

- a) Bi-processor CPU 68EN302, including Motorola 68000 (32 Bit architecture) and Ethernet communication processor.
- b) 1 MB FLASH to download the application firmware.
- c) MByte FLASH EPROM on a removable cartridge for the download of the permanent database and for the transit and events buffer. Optional memory with 8 Mbytes Flash Memory Available.
- d) 1 MByte RAM for the activity.
- e) Management of up to 12 Tema key terminals
- f) Management of up to 64 I/O
- g) Up to 10,000 cards and 2,500 transactions stored on a removable cartridge with flash EPROM memory.
- h) Management of peer-to-peer connection with the other Tema server and as a consequence high decision-making capability and full operative autonomy.
- i) Autonomous clock/calendar chip with automatic management of regular/daylight saving time with autonomy of 1,000 hrs in case of power failure.
- j) Lead battery backup with full functionality for 4 hours in case of network failure and signalling of the battery status.

### 3.13 BIOMETRIC CLOCKING MACHINE

- Shall have a biometric state-of-the-art fingerprint reader.
- BeBi-directional and meets requirements for HID Proximity cards (standard ISO/ABA125 KHz, up to 4cm of distance).
- Have an Alphanumeric Liquid Crystal Display (LCD),backlit, with lines of 16 characters each, for the visualization of time data, guide messages for the user, and service messages.
- Should have 2 multicolour LEDs: Green for the access granted, Red for the invalid transaction, and Yellow for the Echelon Service function.
- Variable Tones for valid/invalid transactions.
- Have a USB Port, RS-485communication interface, and contactless read/write smartcard technology on the Works cabling Interface should be done using unshielded twisted pair cable in free topology. (Transceiver FTT10A,78Kbps).
- Meets IP31 level of protection.
- At least 1,000 fingerprint user capacity.
- At least 1,000 valid cards capacity.
- It should be able rated to operate within 0°C ÷ +50°C temperature range
- It should be rated to operate up to a relative humidity 95% without condensation or as otherwise specified by the engineer for special-cases.
- Must meet all laid down international Electromagnetic Compatibility standards

### 3.14 BROCHURES AND TECHNICAL LITERATURE

Tenderers **must enclose** together with their submitted bids brochures detailing technical Literature and specifications of the Access Control System. The brochures shall be used to evaluate the suitability of the system and the associated accessories. **Any bid submitted without the brochures shall be considered technically non-responsive, and shall subsequently be disqualified.**

**PART 4**

**4.00. TECHNICAL SPECIFICATIONS FOR COMPUTERS AND**

**ACCESSORIES 4.01) SPECIFICATIONS FOR DESKTOP COMPUTERS**

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	BIDDER'S SPECIFICATIONS
<b>A</b>	<b>GENERAL SPECIFICATIONS</b>		
1	Make	<b>BRANDED</b>	
2	Model		
3	Country of Origin		
4	Manufacturer's brochure and specifications	Must be supplied	
<b>B</b>	<b>TECHNICAL SPECIFICATIONS</b>		
5	Processor	Intel® Core™ i7-11gen with Intel HD Graphics 4600 (3.6 GHz, 8 MB cache, 4 cores)	
6	System Memory	16 GB 1600 MHz DDR4 SDRAM (1 x 4 GB)	
7	Disk cache	Integrated <b>8MB L2 cache</b> Bus Speed <b>2700 MHz</b>	
8	Storage sub system	<b>1 TB 7200 rpm SATA SSD</b>	
9		DVD / CD-Writer Drive Memory Card Reader	
10	Display/Graphics	<b>21" TFT Screen</b> (Free standing - Adjustable)	
11	Keyboard	PS/2 Enhanced keyboard	
12	Pointing device	PS/2 Compatible <b>Optical mouse</b>	
13	Audio/ Graphics Systems	❖ PCI 3D audio/video cards ❖ TV/FM cards ❖ Amplified speakers (External)	
14	Communication Interface	❖ 10/100/1000Gbs fast ethernet, RJ 45jack ❖ 56K ITU V.90 data/fax modern, wake-on-ring ready	
15	<b>Operating System Pre-load plus CDs</b>	Windows 10 Professional 64	
16	<b>Application Software, pre-installed, registered and CDs supplied</b>	MS OFFICE 2017 OR MS OFFICE XP PRO (2017 Version)	
17	Power sub- system	220-240V ac, 50HZ	
18	Power extension cord	At least four outlets with surge protection	
<b>C</b>	<b>WARRANTY</b>	One year parts replacement warrant	

**4.02 MEDIUM DUTY LASER PRINTERS SPECIFICATIONS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>MINIMUM REQUIREMENTS</b>	<b>BIDDER'S SPECIFICATIONS</b>
<b>A</b>	<b>GENERAL SPECIFICATIONS</b>		
1	Make	BRANDED	
2	Model		
3	Type	Desktop	
4	Country of Origin		
5	Manufacturer's brochure and specification	Must be supplied	
<b>B</b>	<b>TECHNICAL SPECIFICATIONS</b>		
6	Resolution	1200x1200 dpi	
7	Printing speed	19 ppm	
8	Memory	72 MB	
9	Languages	Enhanced HP PCL, postscript	
10	Maximum Media size	A4 paper	
11	Media types	Plain paper, envelopes, transparencies, labels, postcards	
12	Media input capacity	250 sheet input cassette	
13	Connectivity	❖ IEEE –1284 compliant bi-directional parallel port ❖ 2.0 compliant USB port	
14	Duty cycle	60,000 pages per month	
15	Operating system support	All windows	
16	C P U	Power PC 405/200 MHZ	
17	Power Supply	240V ac, 50HZ	
18	Power connectivity	Power cable compatible with the printer and 13A socket-outlet	
<b>C</b>	<b>WARRANTY</b>	One-year parts replacement warranty	



4.03) SPECIFICATIONS FOR UPS

ITEM	DESCRIPTION	MINIMUM REQUIREMENTS	BIDDER'S SPECIFICATIONS
<b>A</b>	<b>GENERAL SPECIFICATIONS</b>		
1	Make	<b>BRANDED</b>	
2	Model		
3	Country of Origin		
4	Manufacturer's brochure and specification	Must be supplied	
<b>B</b>	<b>TECHNICAL SPECIFICATIONS</b>		
5	Rating	<b>2200VA</b>	
6	Input voltage swing	220 – 270V ac	
7	Output voltage	220-240V ac	
8	Output frequency	50-60HZ auto-sensing	
9	Protection	❖ Output overload ❖ Input/output short circuit	
10	Communication Interface	Serial port communication support	
11	Design	❖ Automatic voltage regulation ❖ Mains isolation ❖ User-replaceable batteries ❖ Static-automatic bypass ❖ Maintenance bypass	
12	Battery Module	❖ <b>25-minute backup time</b> ❖ <b>3 year lifetime</b> ❖ Sealed lead acid type preferred ❖ Automatic periodic battery tests ❖ Short recharge time (maximum 5 hours for 100% runtime) ❖ Protection against excessive discharge	

Other Items to be supplied:

- 1) PowerSupplyextensioncablecompletewith13A3pinplugand4x13Aswitchedssocketoutletspanel which is complete with inbuilt overcurrent/overvoltage/surge-protection

**PART 5**

**5.0 STATEMENT OF COMPLIANCE**

- a) I confirm compliance with all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.
  
- b) I confirm I have not made and will not make any payment to any person, which can be perceived as an inducement to win this tender.

**Signed.....*for and on behalf of the Tenderer***

**Date :.....**

**Official Rubber Stamp :.....**

**SECTION G**

**SCHEDULE OF UNIT RATES**

## SCHEDULE OF UNIT RATES

1. The tenderer shall insert unit rates against the items in the following schedules and may add such other items as he considers appropriate.
2. The unit rates shall include supply, transport, insurance, delivery to site, storage as necessary, assembling, cleaning, installing, connecting, profit and maintenance in defects liability and any other obligation under this contract.
3. The unit rates will be used to assess the value of additions or omissions arising from authorized variations to the contract.
4. Where trade names or manufacturer's catalogue numbers are mentioned in the specification, the reference is intended as a guide to the type of article or quality of material required. Alternative brands of **equal** and **approved** quality will be accepted.
5. The prices quoted shall be deemed to include all obligations under the sub-contract including but not limited to the supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including **16% V.A.T, 2 % Withholding tax and all other taxes applicable at the time of tender**).

**SCHEDULE OF UNIT RATES**

(To be completed by the Tenderer)

NO	DESCRIPTION	QTY	UNIT	RATE	
				KSHS	CTS
1	Access control system including: - a) EBI software including Tema module b) Software module for Access control integrated with building management software. c) Computer b/w printer	1	Lot		
2	Access control server Controller a) Bi-processor CPU68EN302, including a Motorola 68000 (32-bit architecture) and Ethernet communication processor. b) 1MByteFLASHtownloadtheapplication firmware. c) MByte FLASH EPROM on a removable cartridge to download the permanent database and for the transit and event buffer. Optional memory with 8 Mbytes Flash memory available. d) 1 MByte RAM for activity. e) Management of up to 12 Tema key terminals f) Management of up to 64I/O. g) Upto 10,000 cards and 2,500 transactions stored on a removable cartridge with flash EPROM memory. h) Management of peer-to-peer connection with the other Tema server and as a consequence of decision-making capability and full operative autonomy. i) Autonomous clock/calendar chip with automatic management of regular / daylight saving time with autonomy of 1.000hrs in case of power failure. j) Lead battery backup with full functionality for 4 hours in case of network failure and signaling of the battery status.	1	Lot		

ITEM	DESCRIPTION	QTY	UNIT	RATE(KSHS)
3	<b>Supply and Install the following: -</b> Proximity reader with face recognition, biometric reader, card reader and keypad	1	No.	
4	CAT 6E UTP 4-Pair Cable	1	Lm.	
5	<b>Server Cabinets</b> a) 32U b) 22U	1 1	No. No.	
6	<b>Data Patch Panels</b> c) 12 Port d) 24 Port e) 48 Port	1 1 1	No. No. No.	
7	<b>Network Edge Switches Port Switch Rack Mountable</b> a) 48PortCiscoasCiscoCatalyst 3850Series b) Ditto but 12Port c) Ditto but 8Port	1 1 1	No. No. No.	
8	Walkthrough metal detector	1	No.	
9	X-Ray Baggage Scanner	1	No.	
10	<b>Biometric Staff Attendance Clocking Machine with finger reader, card reader and keypad</b>	1	No.	

# **SECTION H**

## **BILLS OF QUANTITIES**

### **BILLS OF QUANTITIES**

#### **A) PRICING OF PRELIMINARIES ITEMS**

Prices will be inserted against items of preliminaries in the Contractor's Bills of Quantities and Specifications. These Bills are designated as Bill No.1 in this Section. Where the Contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Bills of Quantities. The preliminaries form part of this contract and together with other Bills of Quantities cover for the costs involved in complying with all the requirements for the proper execution of the whole of the works in the contract.

The Bills of Quantities are divided generally into three sections:

##### **(a) Preliminaries – BillNo.1**

Contractor's preliminaries are as per those described in section C—Contract Preliminaries and General Conditions of Contract. The Contractor shall study the conditions and make provisions to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer has been limited to tangible items such as site office, temporary works and others. However the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter onsite.

##### **(b) Installation Items – Other Bills**

- (i) The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract drawings, and conditions of the contract and specifications.
- (ii) The unit of measurements and observations are as per those described in clause 1.0 5 of section C.

##### **(c) Summary**

The summary contains a tabulation of the separate parts of the Bills of Quantities carried forward with the provisional sum, contingencies and any prime cost sums included.

The contract shall insert his totals and enter his grand total tender sum in the space provided below the summary.

**This grand total tender sum shall be entered in the Form of Tender provided elsewhere in this document.**

## SPECIAL NOTES TO THE BILLS OF QUANTITIES

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.
2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes (including **16% V.A.T, 2 % Withholding tax and all other taxes applicable at the time of tender**).

In accordance with Government policy, the 16% V.A.T and 2% withholding Tax **shall be deducted** from all payments made to the tenderer, and the same shall be forwarded to the **Kenya Revenue Authority (KRA)**.

3. All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.
4. The brief descriptions of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere to. Alternatives of **equal** and **approved** quality will be accepted.

Should the sub-contractor install any material not specified herein before receiving **approval** from the Project Manager, the sub-contractor shall remove the material in question and, **at his own cost**, install the proper material.

5. The total prices in the price summary page must be carried forward to the **Form of Tender to be deemed valid**.
6. Tenderers must enclose, together with their submitted tenders, detailed coloured manufacturer's Brochures detailing Technical Literature and specifications on all the equipment they intend to offer e.g.
  - UPS
  - Data switches
  - Cameras
  - Data Cabinet
  - Patch panels
  - Cables
  - Card Reader
  - Magnetic Door Lock
  - Standby Battery
  - Routers etc.

**The brochures are to be used to ascertain the suitability of the ACTIVE electronic components offered by the bidders. Bidders not complying with this requirement shall be considered technically non-responsive and may subsequently be disqualified.**





PROPOSED CONSTRUCTION OF COUNTY ASSEMBLY FOR MARSABIT COUNTY  
W.P. ITEM NO. D103/EN/MRT/1701 JOB NO. 10319A

IP-CCTV & ACCESS CONTROL SYSTEMS INSTALLATION WORKS

SCHEDULE NO. 1 : SUB-CONTRACT PRELIMINARIES

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
1.00	Discrepancies clause 1.02				
2.00	Conditions of Sub-Contract Agreement clause 1.03				
3.00	Payments clause 1.04				
4.00	Site Location clause 1.06				
5.00	Scope of Contract Works clause 1.08				
6.00	Extent of the Contractor's Duties clause 1.09				
7.00	Firm Price Contract clause 1.12				
8.00	Variation clause 1.13				
9.00	Prime Cost and Provisional Sum clause 3.14 (insert profit and attendance which is a percentage of expended PC or Provisional Sum.)				
10.00	Bond clause 1.15				
11.00	Government Legislation and Regulations clause 1.16				
12.00	Import Duty and Value Added Tax clause 1.17 (Note this clause applies for materials supplied only. VAT will also be paid by the contractor as allowed in the summary page)				
13.00	Insurance Company Fees clause 1.18				
14.00	Provision of Services by the Main contractor clause 1.19				
15.00	Samples and Materials Generally clause 1.21				
16.00	Supplies clause 1.20				
17.00	Bills of Quantities clause 1.23				
18.00	Contractor's Office in Kenya clause 1.24				
19.00	Builder's Work clause 1.25				
20.00	Setting to Work and Regulating system clause 1.29				
21.00	Identification of Plant Components clause 1.30				
22.00	Working Drawings clause 1.32				
Sub-Total C/F to Next Page					

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Sub-Total B/F from Previous Page				
23.00	Record Drawings (As Installed) and Instructions clause 1.33				
24.00	Maintenance Manual clause 1.34				
25.00	Hand Over clause 1.35				
26.00	Painting clause 1.36				
27.00	Testing and Inspection – Manufactured Plant clause 1.38				
28.00	Testing and Inspection – Installation clause 1.39				
29.00	Storage of Materials clause 1.41				
30.00	Initial Maintenance clause 1.42				
31.00	Local and other Authorities notices and fees clause 1.60				
32.00	Temporary Works clause 1.63				
33.00	Patent Rights clause 1.64				
34.00	Mobilization and Demobilization Clause 1.65				
35.00	Supervision by Engineer and Site Meetings Clause 1.67	1	Item	500,000.00	500,000.00
36.00	Allow for Profit and Attendance for the above item (35.00)		20%		
37.00	Amendment to Scope of Sub-contract Works clause 1.68				
38.00	Contractor Obligation and Employer's Obligation clause 1.69				
Sub-Contract Preliminaries Total C/F to Grand Price Summary Page					

Bidders MUST either insert percentage or indicate as NIL for the following clauses:

(1) Attendance Upon Tradesmen, etc. (Insert percentage only) clause 1.58 of Section C

.....%

(2) Extended Preliminaries (Insert percentage only) Clause 1.66 of Section C

.....%

SCHEDULE NO. 2: IP-CCTV INSTALLATION WORKS - GROUND FLOOR

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Supply, Install, Program, Test and Commission the following :-				
	IP-CCTV SURVEILLANCE SYSTEM CAMERAS				
2.01	4Megapixel (2048 x 1536) resolution Network IR Indoor Dome Day & Night Camera; 3 ~ 8mm (2.8x) motorized varifocal lens, WDR (120dB), 64GB Edge Storage, R LED (12ea), PoE, IK8, Bi-directional audio support and 3year warranty as Axis or equal and approved equivalent.	4	No.		
2.02	4Megapixel (2048 x 1536) resolution Network Indoor Bullet Camera; 3 ~ 8mm (2.8x) motorized varifocal lens; Simple focus (Motorized VF), P-Iris; Day & Night (ICR), Enhanced DIS, Defog; 3M real-time WDR (Max. 120dB); 128GB Edge Storage, IK8, Bi-directional audio support and 3year warranty as Axis or equal and approved equivalent.	4	No.		
2.03	4Megapixel (2048 x 1536) resolution, Vandal-Resistant, Weatherproof Network IR Outdoor Bullet built-in IR LEDs Camera; 3 ~ 8mm (2.8x) motorized varifocal lens, WDR (120dB), 64GB Edge Storage, PoE, IP66, IK10, Bi-directional audio support and 3year warranty as Axis or equal and approved equivalent.	2	No.		
2.04	4Megapixel (1920 x 1080) resolutionFull HD 32x Network IR PTZ Dome Camera; 4.5 ~ 135mm (32x) IR corrected optical zoom, 16x digital zoom; Day & Night (ICR), WDR (120dB); Auto tracking, Intelligent video analytics; SD/SDHC/SDXC memory slot, Bi-directional audio support; IP66, IK10 and 3year warranty as Axis or equal and approved equivalent.	2	No.		
2.05	PTZ Lens controller (Joystick) for 4 cameras (3-axis twist zoom) as Proline or equal and approved equivalent	1	No.		
	ACTIVE COMPONENTS				
2.06	24 Port Edge Switch as Cisco Catalyst 3850-12X48U Series Complete with 2No. Power Supply, 10G and 40G uplink ports, POE or its equal and approved equivalent.	1	No.		
2.07	Power Distribution Units (PDU) 6/8 way Surge Protected /Triplite Voltage Regulator	1	No.		
	BACKBONE CABLING AND GENERAL REQUIREMENTS				
2.08	Multi Mode Fiber Optic 8 Core Cable (Armoured) for interlinking other Floors to Server Room complete with connectors to Active Components and all terminations to active equipment i.e., Floor Edge Switch.	200	Lm.		
2.09	SFP Fibre Modules as CISCO or approved equivalent.	4	No.		
2.10	SC-SC fibre Patch Cord.	8	No.		
	CABINETS				
2.11	22U Free standing equipment cabinet with lockable door, low noise (low Db) fans and power outlet sockets (Additional 6-Way power extension cable, surge protected within the cabinet).	1	No.		
2.12	24 Port UTP Patch Panel as Siemon or its equal and approved equivalent C/W all the necessary accessories.	1	No.		
2.13	240V, 50Hz, 2.2KVA, Rack Mountable Double Conversion APC smart un-interrupted power supply unit (UPS) TRUE online INCLUDING Batteries with USB and Serial Port or an approved equivalent.	1	No.		
	Sub-Total C/F to Next Page				

SCHEDULE NO. 2: IP-CCTV INSTALLATION WORKS - GROUND FLOOR CONTINUED.....

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Sub-Total B/F from Previous Page				
2.14	External CCTV camera pole -3 inches_Diameter	2	No.		
2.15	450mm x 50mm deep Deep Perfotrated GI cable tray complete with all accessories As Manufactured by Power Technics or approved equivalent.	100	Lm.		
2.16	Grounding and bounding kit complete with 50mm diameter copper bounding bar and 6mm thick green and yellow wire. The Earthing of the system is to be to the approval of the Engineer.	1	Lot		
	<b>CABLING</b>				
2.17	Cat 6A, UTP 4 Pair cable as Siemon or its equal and approved equivalent.	6,000	Lm.		
2.18	1M, Cat 6A, UTP factory terminated Patch Cords as Siemon or its equal and approved equivalent.	24	No.		
2.19	3M, Cat 6A, UTP factory terminated Patch Cords as Siemon or its equal and approved equivalent.	12	No.		
2.20	Cat 6A, UTP 2U, Cable Manager (Organizer) as Siemon or its equal and approved equivalent C/W all the necessary accessories.	1	No.		
2.21	32mm Flexible Conduits in metres	80	Lm.		
2.22	20mm Flexible Conduits in metres	100	Lm.		
2.23	Cable ties, Wrap Markers, Tower clips, Insulating Tapes, Masking Tapes e.t.c.	1	Item		
	<b>SERVER SYSTEM &amp; STORAGE</b>				
2.24	32 CH Network Video Recorder (NVR); 100Mbps network camera recording; Embedded Linux OS; Up to 8/6 RAID-5 + Hot standby; SATA Internal HDDs; External e-SATA (2 ports), iSCSI storage (Max. 32TB) iSCSI storage supported. (No IP Camera Licenses required) 3year warranty.	1	No.		
2.25	4TB Surveillance SATA HDD Suitable for NVR ABOVE.	12	No.		
2.26	CCTV and Access Control dedicated Desktop Computer, Intel corei7, 64-bit, 8GB Video Graphics Card Processor/3.6GHz Quad-core/16GB System RAM/4TB SSD/DVD RW/ win10/21" Screen of Multi-Monitor Support complete with a printer as specified in particular specifications for central monitoring.	1	No.		
2.27	Central IP Video Surveillance Management Software for viewing and Recording live video of premises with support for multi-site / multi-client monitoring (for upto 2 No. client stations).	1	No.		
2.28	52" LED Monitor, 1,920 x 1,080 resolution 600TV lines, Response Time 8ms (G to G), Panel Life 50,000hours, Contrast Ratio 5,000 : 1, HDMI, DVI, VGA, and component (CVBS common) video output, Ethernet / RS-232C remote control, Built-in speaker. (C/w wall mount bracket); 3year warranty.	1	No.		
2.29	Any other Item necessary for successful completion of this installation. (Please Itemize) a) b) c)				
Ground Floor's Total C/F to IP-CCTV Installation Work's Price Summary Page					

SCHEDULE NO. 3: IP-CCTV INSTALLATION WORKS - FIRST FLOOR

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Supply, Install, Program, Test and Commission the following :-				
	<b>IP-CCTV SURVEILLANCE SYSTEM CAMERAS</b>				
3.01	4Megapixel (2048 x 1536) resolution Network IR Indoor Dome Day & Night Camera; 3 ~ 8mm (2.8x) motorized varifocal lens, WDR (120dB), 64GB Edge Storage, R LED (12ea), PoE, IK8, Bi-directional audio support and 3year warranty as Axis or equal and approved equivalent.	5	No.		
3.02	4Megapixel (2048 x 1536) resolution Network Indoor Bullet Camera; 3 ~ 8mm (2.8x) motorized varifocal lens; Simple focus (Motorized VF), P-Iris; Day & Night (ICR), Enhanced DIS, Defog; 3M real-time WDR (Max. 120dB); 128GB Edge Storage, IK8, Bi-directional audio support and 3year warranty as Axis or equal and approved equivalent.	4	No.		
3.03	4Megapixel (1920 x 1080) resolution Full HD 32x Network IR PTZ Dome Camera; 4.5 ~ 135mm (32x) IR corrected optical zoom, 16x digital zoom; Day & Night (ICR), WDR (120dB); Auto tracking, Intelligent video analytics; SD/SDHC/SDXC memory slot, Bi-directional audio support; IP66, IK10 and 3year warranty as Axis or equal and approved equivalent.	2	No.		
	<b>BACKBONE CABLING AND GENERAL REQUIREMENTS</b>				
3.04	Multi Mode Fiber Optic 8 Core Cable (Armoured) for interlinking this Floor to Server Room complete with connectors to Active Component and all terminations to active equipment i.e., Floor Edge Switch.	200	Lm.		
3.05	SFP Fibre Modules as CISCO or approved equivalent.	2	No.		
3.06	SC-SC fibre Patch Cord.	4	No.		
3.07	Veracity OUTREACH MAX TX Outdoor Ethernet and PoE Ethernet	2	No.		
	<b>CABINETS</b>				
3.08	15U Wall mounted equipment cabinet with lockable door, low noise (low Db) fans and power outlet sockets (Additional 6-Way power extension cable, surge protected within the cabinet).	1	No.		
3.09	24 Port UTP Patch Panel as Siemon or its equal and approved equivalent C/W all the necessary accessories.	1	No.		
	<b>CABLING</b>				
3.10	Cat 6A, UTP 4 Pair cable as Siemon or its equal and approved equivalent.	3,000	Lm.		
3.11	1M, Cat 6A, UTP factory terminated Patch Cords as Siemon or its equal and approved equivalent.	22	No.		
3.12	3M, Cat 6A, UTP factory terminated Patch Cords as Siemon or its equal and approved equivalent.	11	No.		
	Sub-Total C/F to Next Page				

SCHEDULE NO. 3: IP-CCTV INSTALLATION WORKS - FIRST FLOOR CONTINUED.....

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Sub-Total B/F from Previous Page				
	CABLING CONTINUED...				
3.13	Cat 6A, UTP Cable Manager (Organizer) as Siemon or its equal and approved equivalent C/W all the necessary accessories.	1	No.		
3.14	32mm Flexible Conduits in metres	40	Lm.		
3.15	20mm Flexible Conduits in metres	50	Lm.		
3.16	Cable ties, Wrap Markers, Tower clips, Insulating Tapes, Masking Tapes e.t.c.	1	Item		
3.17	Any other Item necessary for successful completion of this installation. (Please Itemize) a) b) c)				
First Floor's Total C/F to IP-CCTV Installation Work's Price Summary Page					

PRICE SUMMARY PAGE - IP-CCTV INSTALLATION WORKS

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.00	TOTAL FOR SCHEDULE NO. 2: GROUND FLOOR	
2.00	TOTAL FOR SCHEDULE NO. 3: FIRST FLOOR	
3.00	Installation, Programming, Testing and Commissioning.	
4.00	Allow for Training of 4No. Personnel (Users & Operators) on CCTV system.	
	TOTAL FOR IP-CCTV INSTALLATION WORKS C/F TO GRAND PRICE SUMMARY PAGE	



SCHEDULE NO. 4: ACCESS CONTROL SYSTEM

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)	
	Supply, Install & Program, Test and Commission the following items:-					
	Access Control System					
4.01	IP Based Single Door Access Controller complete with accessories as specified in particular specifications as ZKTeco or approved equivalent.	8	No.			
4.02	IP Based Double Door Access Controller complete with accessories as specified in particular specifications ZKTeco or approved equivalent.	4	No.			
4.03	An Electromagnetic Lock of 300Kg Force complete with striking plates installed on each door	12	No.			
4.04	IP Based Door Reader with Biometric (Finger) and Proximity Card Reader and complete with keypad and USB port as specified in Particular Specifications ZKTeco or approved equivalent.	12	No.			
4.05	Emergency Break Glass fire escape facility in the event of fire.	12	No.			
4.06	Override Key Switch	12	No.			
4.07	Exit Slave Door Reader with Biometric, Keypad and Proximity Card Capabilities.	12	No.			
4.08	Access Control Door Intelligent Power Supply Module complete with batteries as specified in Particular Specifications.	12	No.			
4.09	Proximity Cards with the individual employee's name as specified in Particular Specifications.	200	No.			
4.10	EBI software including Tema Module	1	No.			
4.11	Access Control Server Controller for 32 doors as specified in Particular Specifications.	1	No.			
4.12	Wire the entire access control system using 12 core 2.5mm <sup>2</sup> fire resistant cable.	650	Lm.			
4.13	Door Exit Switch	12	No.			
4.14	Cat 6A, 4 Pair, STP Cable for Access Control System as Siemon or Approved Equivalent	1,500	Lm.			
4.15	22U Free standing equipment cabinet with lockable door, low noise (low Db) fans and power outlet sockets (Additional 6-Way power extension cable, surge protected within the cabinet).	1	No.			
4.16	24 Port UTP Patch Panel as Siemon or its equal and approved equivalent C/W all the necessary accessories.	1	No.			
4.17	240V, 50Hz, 2.2KVA, Rack Mountable Double Conversion APC smart un-interrupted power supply unit (UPS) TRUE online INCLUDING Batteries with USB and Serial Port or an approved equivalent.	1	No.			
4.18	24 Port Edge Switch as Cisco Catalyst 3850-12X48U Series Complete with 2No. Power Supply, 10G and 40G uplink ports, POE or its equal and approved equivalent.	1	No.			
4.19	Power Point wired in 3x2.5mm sq. single core PVC insulated copper cables drawn in concealed 25 mm diameter Heavy Gauge PVC conduits complete with all the necessary accessories.	100	Lm.			
4.20	Unswitched spur power point complete with socket plate.	4	No.			
	Sub-Total C/F to Next Page					

SCHEDULE NO. 4: ACCESS CONTROL SYSTEM CONTINUED.....

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Sub-Total B/F from Previous Page				
4.21	Allow for full graphic customization and programming of the installed system.	1	Lot		
4.22	Allow for training of 3No. Clients technical staff on usage and operation of the installed access control system	1	Lot		
4.23	50mm x 50mm, 2 compartment powder coated 'CLIP-ON' metal type trunking as Power Technics manufacture to approved colour and complete with cover, bends,outlet plates,continuity bonding and all accessories.	500	Lm.		
4.24	System Door Closure	4	No.		
4.25	Handheld metal detector as described in particular specification section of this document	4	No.		
4.26	Enhanced Pinpoint walkthrough metal detector as described in particular specification section of this document	1	No.		
4.27	Computer based X-Ray baggage scanner complete with all other necessary accessories as described in particular specification section of this document	1	No.		
4.28	Allow for Testing and Commissioning of the Installed System	1	Lot		
4.29	Allow for any other item required to complete the above installation as per the system you propose to install. Please List the Items and Price a) b) c) d)				
Total for Access Control System C/F to Grand Price Summary Page					

SCHEDULE NO. 5: PROJECT MANAGER'S STATIONERY

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	Supply and deliver to the Project Manager the following stationery to be used in running the project: These shall then be delivered upon their first demand to the Office of the Chief Engineer (Electrical) immediately after the award to the Successful Tenderer.				
5.01	Photocopying paper white A4 80g/M <sup>2</sup> (Reams).	2	No.		
5.02	Photocopying paper green A4 80g/M <sup>2</sup> (Reams).	1	No.		
5.03	Conqueror paper blue A4 80g/M <sup>2</sup> (Reams).	1	No.		
5.04	Toner cartridges				
	i) HP C4911A Ink Catridge (82), Cyan, 69ml	2	No.		
	ii) HP C4844A Ink Catridge (10), Black, 69ml	2	No.		
	iii) HP C4912A Ink Catridge (82), Magenta, 69ml	2	No.		
	iv) HP C4913A Ink Catridge (82), Yellow, 69ml	2	No.		
5.05	HP Laser Jet Cartridges				
	i) CC364A	2	No.		
	ii) Q6511A	2	No.		
	iii) Q7553A	2	No.		
	iv) CE505A	2	No.		
Total for Project Manager's Stationery C/F to Grand Price Summary Page					

## GRAND PRICE SUMMARY PAGE

ITEM	DESCRIPTION	AMOUNT (KSHS)
1.00	TOTAL FOR SUB-CONTRACT PRELIMINARIES B/F FROM PAGE H/4	
2.00	TOTAL FOR IP-CCTV INSTALLATION WORKS B/F FROM PAGE H/9	
3.00	TOTAL FOR ACCESS CONTROL INSTALLATION WORKS B/F FROM PAGE H/11	
4.00	TOTAL FOR PROJECT MANAGER'S STATIONERY B/F FROM PAGE H/12	
5.00	Provide for preparation and presentation of warranty and documentation, CCTV and Cable Layout Diagrams, Indelible Point Labels and Preparation and Submission of Individual Test Results (for each point and for all points to be submitted as a bound report). Attachment of Printed Results and Soft Copies in AutoCAD 2017	
6.00	Allow a Contingency Sum of Kshs.Eight Hundred Thousand (Kshs. 800,000.00) to be used at the discretion of the Project Manager.	
<b>TOTAL FOR IP-CCTV &amp; ACCESS CONTROL SYSTEMS INSTALLATION WORKS C/F TO FORM OF TENDER</b>		

Grand Total Cost Estimates: Say Kshs -

Total Amount in Words (Kenya Shillings) .....

Bidder's Name & Official Stamp .....

P.O. Box.....

Signature.....Date.....

PIN NO.....V.A.T Certificate NO.....

Witness.....Address.....

Signature of Witness.....Date.....

# PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

In the Conditions of Contract (these Conditions), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) Contract means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) Contract Documents means the documents listed in the Contract Agreement, including any amendments thereto.
- c) Contract Price means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) Day means calendar day.
- e) Completion means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) GCC means the General Conditions of Contract.
- g) Goods means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) Procuring Entity means the Procuring Entity purchasing the Goods and Related Services, as specified in the SCC.
- i) Related Services means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) SCC means the Special Conditions of Contract.
- k) Subcontractor means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) Supplier means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) **“Base Date”** means a date 30 day prior to the submission of tenders.
- n) **“Laws”** means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) **“Letter of Acceptance”** means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) **“Procuring Entity”** means the Entity named in the Special Conditions of Contract.

## **2. Interpretation**

- 2.1. If the context so requires it, singular means plural and vice versa.
- 2.2. Incoterms
  - a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
  - b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

## **3. Contract Documents**

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

## **4. Fraud and Corruption**

- 3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.
- 3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

### **4.1 Entire Agreement**

- 4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

### **4.2 Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

### **4.3 Non-waiver**

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### **4.4 Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### **5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

#### **6. Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

#### **7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

#### **8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term —in writing‡ means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

#### **10. Settlement of Disputes**

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

102 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

### **102 Arbitration proceedings shall be conducted as follows:**

1021 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

1022 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

1023 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

1024 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

1025 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

1026 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

### **103 Arbitration Proceedings**

1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Kenya National Chamber of Commerce
- ii) Chartered Institute of Arbitrators (Kenya Branch)
- iii) The Law Society of Kenya

1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

### **1033 Alternative Arbitration Proceedings**

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

### **104 Arbitration with Foreign Suppliers**

1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration



rules.

1042 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

#### **105 Alternative Arbitration Proceedings**

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

#### **106 Failure to Comply with Arbitrator's Decision**

1061 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

#### **107 Contract operations continue**

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

#### **11. Inspections and Audit by the Procuring Entity**

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

#### **12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

#### **13. Delivery and Documents**

13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

#### **14. Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

#### **15. Contract Price**



the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the **SCC**.

- 152 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

## 16. Terms of Payment

- 161 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the **SCC** to the Procuring Entity.
- 162 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 163 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the **SCC**.
- 164 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 165 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

## 17. Taxes and Duties

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## 18. Performance Security

- 181 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 182 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 183 As specified in **the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another format acceptable to the Procuring Entity.
- 184 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

## 19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or,

if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **20. Confidential Information**

- 20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
  - b) now or hereafter enters the public domain through no fault of that party;
  - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

## **21. Subcontracting**

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **22. Specifications and Standards**

- 22.1 Technical Specifications and Drawings
- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
  - b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
  - c) Wherever references are made in the Contract to codes and standards in accordance with

which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

### **23. Packing and Documents**

- 23.1 The Supplier 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 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, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

### **24. Insurance**

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

### **25. Transportation and Incidental Services**

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC**:
- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or support of the supplied services.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

### **26. Inspections and Tests**

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the services' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, 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.
- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to,

all travelling and board and lodging expenses.

**264** Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

**265** The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

**266** The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

**267** The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected services or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.

**268** The Supplier agrees that neither the execution of a test and/or inspection of the services or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

**27.1** Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the services by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed services or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

## **28. Warranty**

**28.1** The Supplier warrants that all the services are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

**28.2** Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the services shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

**28.3** Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

**28.4** The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

**28.5** Upon receipt of such notice, the Supplier shall, within the period specified in the SCC,

expeditiously repair or replace the defective services or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial actions as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

## **29. Patent Indemnity**

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the services by the Supplier or the use of the services in the country where the Site is located; and
- b) the sale in any country of the products produced by the services.

Such indemnity shall not cover any use of the services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the services or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

## **30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

- a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and
- b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the

supplier to indemnify the Procuring Entity with respect to patent infringement.

### **31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

### **32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, —Force Majeure means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **33. Change Orders and Contract Amendments**

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- a) designs, or specifications, where services to be furnished under the Contract are to be specifically manufactured/ designed for the Procuring Entity;
- b) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and



c) a description of any effect(s) of the change on performance/functionality.

335 The Procuring Entity may accept the value of the proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improves the quality, efficiency or sustainability of the services; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

336 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

337 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **34. Extensions of Time**

341 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

342 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

#### **35. Termination**

35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
  - ii) if the Supplier fails to perform any other obligation under the Contract; or
  - iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right

of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining services, the Procuring Entity may elect:
  - i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

**SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

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

**SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

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

<b>Number of GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>GCC 1.1(h)</b>	The Procuring Entity is: <b>COUNTY ASSEMBLY OF MARSABIT</b>
<b>GCC 8.1</b>	For <b>notices</b> , the Procuring Entity's address shall be: Postal address <b>29 - 60500</b> <b>THE CLERK , MARSABIT COUNTY ASSEMBLY</b> Physical Address - <b>MARSABIT</b>
<b>GCC 10.4.2</b>	The place of arbitration shall be: <b>KENYA</b>
<b>GCC 13.1</b>	Details of Shipping and other Documents to be furnished by the Supplier are <b>N.A</b>

<p><b>GCC 15.1</b></p>	<p>The prices charged for the services supplied and the related solutions performed shall not be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment N/A</p>
<p><b>GCC 16.1</b></p>	<p><i>Sample provision</i></p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under thisContract shall be as follows:</p> <p><b>A. Payment for Services supplied from abroad:</b>  Payment of foreign currency portion shall be made in <i>[insert currency of the ContractPrice]</i> in the following manner:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank/ insurance bond guarantee for equivalent amount valid until the services are delivered and, in the form, provided in the Tendering document or another form acceptable to the Procuring Entity.</p> <p>(ii) <b>On Acceptance:</b> Contract Price of proposed solutions &amp; services received shall be paid within thirty (30) days of receipt of the solutions &amp; services upon submission of claim supportedby the acceptance certificate issued by the Procuring Entity.</p>

	<p><b>A.</b> Payment of local currency portion of a foreign Supplier: <b>N/A</b></p> <p><b>B. Payment for Goods and Services supplied from within Kenya:</b></p> <p>Payment for Goods and Services supplied from within Kenya shall be made in [currency], as follows:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice and a bank/ insurance guarantee for the equivalent amount and in the form provided in the Tendering document or another form acceptable to the Procuring Entity.</p> <p>(ii) <b>On Delivery:</b> Eighty (80) percent of the Contract Price shall be paid on receipt of the services and upon submission of the documents. The bank/ insurance guarantee shall then be released.</p> <p>(iii) <b>On Acceptance:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>N/A</i> days.</p> <p>The interest rate that shall be applied is <i>N/A</i></p>
<b>GCC 18.1</b>	A Performance Security <i>SHALL be: 10% of Contract Sum</i>
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of <i>a Performance Bond</i></p> <p>If required, the Performance security shall be denominated in <i>Kenya shillings</i></p>
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: <i>after the signing of contract agreement</i>
<b>GCC 24.1</b>	The insurance coverage shall be as specified by PPRA.
<b>GCC 25.1</b>	<p>Responsibility for delivery of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for delivery shall be as follows:</p> <p>The Supplier is required under the Contract to deliver the services to a specified place of final destination within Kenya, Isiolo County.</p>
<b>GCC 25.2</b>	<p>Incidental services to be provided are:</p> <p><i>N/A</i></p>
<b>GCC 26.1</b>	The inspections and tests shall be: <b><i>Carried out by the department of Roads and Public Works</i></b>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: <b><i>Marsabit County Assembly Chamber</i></b>
<b>GCC 27.1</b>	The liquidated damage shall be: <b><i>N/A</i></b>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <b><i>N/A</i></b>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: <b><i>To Be Captured In Warranty Proposal</i></b></p> <p>Addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>Make such changes, modifications, and/or additions to the services or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.</p>

## **SECTION VIII - CONTRACT FORMS**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

## FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to lead Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

-----

### **FORMAT**

1. For the attention of Tenderer's Authorized Representative

i) Name: \_\_\_\_\_ [insert Authorized Representative's name]

ii) Address: \_\_\_\_\_ [insert Authorized Representative's Address]

iii) Telephone: \_\_\_\_\_ [insert Authorized Representative's telephone/fax numbers]

iv) Email Address: \_\_\_\_\_ [insert Authorized Representative's email address]

2. Date of transmission: \_\_\_\_\_ [email] on [date] \_\_\_\_\_ (local time)

This Notification is sent by \_\_\_\_\_ (Name and designation)

3. Notification of Intention to Award

i) Employer: \_\_\_\_\_ [insert the name of the Employer]

ii) Project: \_\_\_\_\_ [insert name of project]

iii) Contract title: \_\_\_\_\_ [insert the name of the contract]

iv) Country: \_\_\_\_\_ [insert country where ITT is issued]

v) ITT No: \_\_\_\_\_ [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender \_\_\_\_\_

ii) Address of the successful Tender \_\_\_\_\_

iii) Contract price of the successful Tender Kenya Shillings \_\_\_\_\_ (in words \_\_\_\_\_)

*(Note a) State NE if not evaluated*

5. How to request a debriefing

a) DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.

c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

- I) Attention: \_\_\_\_\_[insert full name of person, if applicable]
  - ii) Title/position: \_\_\_\_\_[insert title/position]
  - ii) Agency: \_\_\_\_\_[insert name of Employer]
  - iii) Email address: \_\_\_\_\_[insert email address]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
  - e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
  - f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

## 6 How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - I) Attention: \_\_\_\_\_[insert full name of person, if applicable]
  - ii) Title/position: \_\_\_\_\_[insert title/position]
  - iii) Agency: \_\_\_\_\_[insert name of Employer]
  - iv) Email address: \_\_\_\_\_[insert email address]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [www.ppra.go.ke](http://www.ppra.go.ke) or email [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke).

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
  - i) You must be an ‘interested party’. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
  - ii) The complaint can only challenge the decision to award the contract.
  - iii) You must submit the complaint within the period stated above.
  - iv) You must include, in your complaint, all of the information required to support your complaint.

## 7. **Standstill Period**

- i) DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_



**FORM NO. 2 - REQUEST FOR REVIEW**

**FORM FOR REVIEW(r.203(1))**

**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 of .....20.....in the matter of Tender No.....of .....20..... for.....(Tender description).

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address..... P. O. Box 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.

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

- 1.
- 2.

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**

**FORM NO. 3 LETTER OF AWARD**

*[Use letter head paper of the Procuring Entity]*

\_\_\_\_\_ *[Date]*

To: \_\_\_\_\_ *[name and address of the Supplier]*

Subject: \_\_\_\_\_ **Notification of Award Contract No. . . . .**

This is to notify you that your Tender dated \_\_\_\_\_ *[insert date]* for execution of the \_\_\_\_\_ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of \_\_\_\_\_ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

**Attachment: Contract Agreement**

## FORM NO. 4 - CONTRACT AGREEMENT

*[The successful tenderer shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made the \_\_\_\_\_ *[insert: number]* day of \_\_\_\_\_ *[insert: month]*, *[insert: year]*. BETWEEN (1) \_\_\_\_\_ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called —Procuring Entity), of the one part; and (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at \_\_\_\_\_ *[insert: address of Supplier]* (hereinafter called –the Supplier), of the other part.

1. WHEREAS the Procuring Entity invited Tenders for certain services and solutions,
  - i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
    - a) the Letter of Acceptance
    - b) the Letter of Tender
    - c) the Addenda Nos. \_\_\_\_\_ (if any)
    - d) Special Conditions of Contract
    - e) General Conditions of Contract
    - f) the Specification (including Schedule of Requirements and Technical Specifications)
    - g) the completed Schedules (including Price Schedules)
    - h) any other document listed in GCC as forming part of the Contract
  - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

### **For and on behalf of the Procuring Entity**

Signed: \_\_\_\_\_ *[insert signature]*

in the capacity of \_\_\_\_\_ *[insert title or other appropriate designation]* In the presence of \_\_\_\_\_  
\_\_\_\_\_ *[insert identification of official witness]* **For and on behalf of the Supplier**

Signed: \_\_\_\_\_ *[insert signature of authorized representative(s) of the Supplier]* in the capacity of \_\_\_\_\_  
\_\_\_\_\_ *[insert title or other appropriate designation]* in the presence of \_\_\_\_\_  
\_\_\_\_\_ *[insert identification of official witness]*

**FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**Guarantor:** \_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with *(name of Employer)* \_\_\_\_\_ (the Employer as the Beneficiary), for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *(in words)*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the .... Day of ....., 2.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.¶

---

*[Name of Authorized Official, signature(s) and seals/stamps]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

**FORM No. 6 - PERFORMANCE SECURITY [Option 2- Performance Bond]**

*[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Employer]* **Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE BOND No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called —the Contractor<sup>1</sup>) and \_\_\_\_\_] as Surety (hereinafter called —the Surety<sup>1</sup>), are held and firmly bound unto ] as Obligees (hereinafter called —the Employer<sup>1</sup>) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for \_\_\_\_\_
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1) complete the Contract in accordance with its terms and conditions; or
  - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term —Balance of the Contract Price,<sup>1</sup> as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
  - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_\_\_\_ of 20\_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

**FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:**

\_\_\_\_\_ *[Insert name and Address of Employer]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:**  
*reference number]*

*[Insert guarantee*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_ (hereinafter called -the Contractor) has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (*in words* ) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (*in words* \_\_\_\_\_) <sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at-----.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of \_\_\_\_\_, 2,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

\_\_\_\_\_  
*[Name of Authorized Official, signature(s) and seals/stamps]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

**FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM**

Tender Reference No.: \_\_\_\_\_ [insert identification no] Name of the Assignment: \_\_\_\_\_ [insert name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

**Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer”

Name of the Tenderer..... \*[insert complete name of the Tenderer] \_\_\_\_\_

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender..... [insert complete title of the person signing the Tender]

Signature of the person named above ..... [insert signature of person whose name and capacity are shown above]

Date signed ..... [insert date of signing] day of..... [Insert month], [insert year]



# FORM OF POWER OF ATTORNEY

*(All bidders shall complete this form otherwise, their bids shall be considered non-responsive)*

We \_\_\_\_\_ (Name of Bidder)

having our offices located in \_\_\_\_\_ (Name of Town and Building) duly authorize

\_\_\_\_\_ (Name of person appointed to act for and on behalf of the bidder) to act for and on our behalf on all matters pertaining to the execution of works as stipulated und

Duly signed and delivered:

Name of appointed attorney: \_\_\_\_\_

Signature of appointed attorney: \_\_\_\_\_

Witnessed by:

1. Name of First Company Director: \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name of Second Company Director: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal:

\_\_\_\_\_