



NATIONAL OIL CORPORATION OF KENYA

TENDER FOR

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CCTV
AT KAWI HOUSE**

NOCK/PRC/03(1308)2017-2018

**NATIONAL OIL CORPORATION – KAWI HOUSE, SOUTH C,
RED CROSS ROAD OFF POPO ROAD
P.O BOX 58567 – 00200
NAIROBI**

Email: tenders@nockkenya.co.ke

October 2017

**TENDER CLOSING DATE & TIME: 10TH NOVEMBER, 2017 AT 1000HRS (EAST AFRICAN
TIME)**

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SECTION I – INVITATION TO TENDER

Date: 24th October 2017

Tender Ref No. NOCK/PRC/03(1308)2017-2018

Tender name: TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CCTV AT KAWI HOUSE

- 1.1 National Oil Corporation of Kenya invites sealed tenders from selected and eligible candidates from Kenya; for the **Supply, Installation, Testing, Commissioning and Maintenance of CCTV at Kawi House**, on a three year framework contract renewable annually based on performance.
- 1.2 **There shall be a mandatory pre-bid and site visit meeting on Wednesday 1st November 2017 at 1100hrs at NOC HQ – Kawi House, South C, Red Cross Road off Popo Road, Nairobi**
- 1.3 Interested tenderers may view/obtain/download tender documents at www.nationaloil.co.ke or obtain further information from and inspect the tender documents at :

**Procurement Department
National Oil Corporation – Kawi House, South C,
Red Cross Road off Popo Road
P.O BOX 58567 – 00200
NAIROBI**

Email: tenders@nockkenya.co.ke

during normal working hours on Monday to Friday between 0800hrs to 1700hrs (East Africa Time).

- 1.4 The tender document downloaded from the website is free of charge The candidates who download the tender documents **must register their details with the National Oil Procurement Department via email** to the email addresses given above in order to receive any clarifications and/or addenda. Printed tender documents collected in hard copy attracts a non- refundable fee of Kenya Shillings one thousand only (Kshs 1,000) which is payable before the tender closing date and time, in form of cash deposits at the National Oil Bank Accounts as given below.

An official National Oil's receipt of payment of the Kshs 1,000 will be issued at the National Oil's Cashier's Office (upon verification of the deposit slip with the bank) on 7th Floor AON Minet House, Mamlaka Road off Nyerere Road, Nairobi.

(a)	Account Name:	NATIONAL OIL CORPORATION OF KENYA
	Account Number:	1107169380
	Bank:	KENYA COMMERCIAL BANK LTD
	Branch:	MOI AVENUE
(b)	Account Name:	NATIONAL OIL CORPORATION OF KENYA
	Account Number:	0560292466991
	Bank:	EQUITY BANK LIMITED
	Branch:	KENPIPE INDUSTRIAL AREA
	Swift Code:	EQBLKENA NAIROBI, KENYA

- 1.5 The tenderer shall provide the following mandatory requirements (failure to submit the mandatory requirements will lead to disqualification from the tender process – preliminary evaluation)
- i. Copy of Certificate of Incorporation or Registration
 - ii. A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority
 - iii. Copy of current Communication Authority Kenya license for owning a frequency for purpose of communication
 - iv. Evidence of membership of the Kenya Security Industry Association (KSIA) or PSIA (Protective Security Industry Association)
 - v. Tender security of Kenya Shillings Five Hundred Thousand only (Kshs 500,000.00) in form of a bank guarantee from a bank licensed and operating in Kenya or neither Bank recognized by the Central bank of Kenya or tender security from an Insurance Company duly recognized by the Public Procurement Regulatory Authority (formerly PPRA)
 - vi. Duly filled Confidential Business Questionnaire (Section VII).
 - vii. Duly filled Bidder's Declaration and Integrity Pact (Section VII).
 - viii. Duly signed **Site Visit Viewing Certificates** (Section VII) as evidence of having attended the mandatory site survey(s). One service station, is to be visited as a representative to NOC Kenya service stations.
 - ix. Evidence of compliance to OSHA 2007 by providing a copy of the firm's valid, signed Health and Safety policy copy, and a copy of registration of Work place certificate from Directorate of Occupational Safety and Health Services.
 - x. Submission of compliance certificate from NHIF or evidence of Registration
 - xi. Submission of compliance certificate from NSSF or evidence of Registration
 - xii. Evidence of Fire Safety Audits at the work place with certification from DOSHS
- 1.6 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of one hundred and twenty (120) days from the closing date of the tender.
- 1.7 Completed tender documents are to be enclosed in plain sealed envelopes, clearly labeled "**Tender for Supply, Installation, Testing and Commissioning of CCTV at Kawi House – Ref No. NOCK/PRC/03(1308) 2017-2018**" with the instructions "**Do Not Open Before 10th November, 2017 at 1000hrs (East Africa Time)**" and addressed to:

**Chief Executive Officer
National Oil Corporation – Kawi House, South C,
Red Cross Road off Popo Road
P.O Box 58567 – 00200
NAIROBI**

Must be deposited in the tender box provided at

**Ground Floor,
National Oil Corporation – Kawi House, South C,
Red Cross Road off Popo Road
P.O Box 58567 – 00200
NAIROBI**

to be received on or before **10th November, 2017 at 1000hrs (East African Time)**. *Late tenders will not be accepted.*

- 1.8 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at

**National Oil Corporation of Kenya
The Meeting Room – Located on the Ground Floor
National Oil Corporation – Kawi House, South C,
Red Cross Road, off Popo Road
P.O Box 58567 – 00200
NAIROBI**

CHIEF EXECUTIVE OFFICER

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs 1,000.00.
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4 Contents of Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers
- (i) Invitation to Tender
 - (ii) Instructions to Tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Bank Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization Form
 - (xiii) Confidential Business Questionnaire Form
 - (xiv) Declaration form
 - (xv) Request for Review Form
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Tender Documents

- 2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Tender Documents

- 2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components.

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

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

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

2.12.2 The documentary evidence of the tenderes qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristic of the equipment
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications,

or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

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

- a) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

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

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

2.14.8 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27
 - or
 - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

- 2.15.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY" The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given on the Invitation to Tender.
 - (b) bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE 10TH NOVEMBER 2017 AT 1000HRS."
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than 1000hrs, 10th November 2017.
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended
- 2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 1000hrs on 10th November 2017 and in the following location. National Oil Corporation of Kenya, Kawi Complex, Popo Lane, Off Red Cross Road, South C (behind Boma Hotel). The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

- 2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.
- 2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:
- (a) delivery and installation schedule offered in the tender;
 - (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
 - (c) the cost of components, mandatory spare parts and service;
 - (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

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

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

2.24.7 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.25 Contacting the Procuring Entity

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) **Post-Qualification**

2.26.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

(c) **Procuring Entity's Right to Accept or Reject Any or All Tenders**

2.26.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity's action

2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.9 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenders have not been successful

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
- 3.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Authorized suppliers, dealers or partners/manufacturer only</i>
2.14.1	<i>The tender security will be as specified in the form above</i>
2.18.1	<i>10th November 2017 at 1000hrs</i>
2.20.1	<i>As in 2.18.1 above</i>
2.29.1	<i>The performance security will be 10% of the contract price in the form of bank guarantee.</i>

NOC Kenya will consider the following three categories of criteria to evaluate the tenders.

- a) Mandatory tender requirements (preliminary evaluation)
- b) Technical capability assessment including due diligence where applicable
- c) Financial Evaluation.

PRELIMINARY EVALUATION

(a) MANDATORY REQUIREMENTS

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Tenderers are required to submit the following **MANDATORY** documents, failure to which they shall not be considered for further evaluation.

NO.	MANDATORY REQUIREMENTS TO BE SUBMITTED
	Copy of company registration/incorporation certificate
	Tender security of Kshs 500,000.00 as stated above
	Valid Tax Compliance certificate
	NCA certification category 1.
	CAK License
	Correctly duly filled and signed Form of Tender
	1 Original & 1 copy of bid documents clearly marked accordingly
	Correctly duly filled confidential questionnaire (Indicate all directors and their shareholding) – Attach a copy of CR12
	Audited Financial statements for the last three years
	Evidence for similar work undertaken, in the last five (5) years. This will include LSOs, contracts, Letters of Recommendation or any other form of evidence
	The bidder MUST provide a partnership letter showing their level of partnership With the respective manufacturer of their proposed solutions for Surveillance.
	Provide a duly signed Manufacturer’s Authorization Letter or a Dealership Certificate or letter where applicable. The bidder must be an authorized reseller of the solution they are providing.
	Evidence of the Bidder having attended mandatory site visit and Pre-bid meeting on 1 st November 2017 at 1100hrs – NOC HQs Nairobi
	Project Implementation Plan (preferably Gantt Chart)

(b) **TECHNICAL EVALUATION CRITERIA**

1 Technical Evaluation Criteria

Item	Description	Bidder's Score	Max Score	Remarks
1	<p>Key Personnel</p> <p>The tenderer shall provide a minimum of the following key personnel with the following minimum qualification and experience: -</p> <p>i. Project Manager – (1)</p> <p>Bachelor Degree in a relevant field of study from a recognized University with minimum five (5) years working experience in managing similar projects and relevant Project management certification .5 Mks</p> <p>ii. Project Team Members - (2)</p> <p>Submit CV's of at least two (2) project team members. Minimum Relevant Diploma in related field of study from a recognized University/College with certifications with respect to the proposed solution with a minimum of two (2) years working experience in security industry. 4 Mks</p> <p>Bidders are required to attach certificates for the proposed personnel</p>		9	
2	<p>Experience</p> <p>Major contracts completed in the last five (5) years</p> <p>Contracts of similar to scope of works and magnitude (1mk each, max 3mk)</p> <p>Contracts of similar to scope of works and magnitude but of lower value than the one in consideration (0.5mk each, max 2mk)</p>		5	
3	<p>Experience</p> <p>Provide client reference where similar services have been successfully implemented within the last five (5) years. 5 Mks</p> <p>The value shall be at least Ksh 10,000,000.00. Provide proof in terms of Contracts, LPO'S or Completion Certificates including name (s) and address of contact person(s).</p>		5	

4	<p>Financial Capability</p> <p>i. Access to liquid assets</p> <p>Tenderer’s capacity to have cash flow amount of at least Kenya Shillings Ten million (Kshs. 10,000,000) equivalent; by access to lines of credit, other financial resources such as bank statements or letter from the bank indicating the same. In case of joint venture all parties combined must meet requirement. 10 Mks</p>		10	
	<p>ii. Turnover</p> <p>Must have a minimum annual average turnover Kshs 15,000,000.00 over any three (3) year for the period. 3 Mks</p>		3	
	<p>iii. Compliance with schedule of requirements</p> <p>Bidders shall provide a schedule of compliance listing every sub clause of the technical requirements, with the words “complied” or “not complied” in line with the capabilities of the proposed solution. 3 Mks</p>		3	

2.0 Minimum Mandatory Technical Requirements Summary

Item	Major Equipment	Bidder’s Score	Mandatory Score	Remarks
1	<p>Dome Camera - 2688 x 1520 Resolution Day/night, compact dome, vandal-resistant, outdoor-ready and Built-in IR illumination. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max 4 MP resolution at 30 fps with WDR. Optimized bandwidth and storage reduction technology. Memory card slot for optional local video storage. Video motion detection and active tampering alarm. Power over</p>		10	

2	360° Multisensor Camera - 4no. 1920 x 1080 Res Flexible multisensor fixed camera with four 1080p sensors. The lenses should allow adjustment to provide a 108° to 54° horizontal field of view for either a wide, panoramic view, or detailed, zoomed-in views. The lenses can be rotated to support vertically oriented scenes in Corridor Format. Supports individually configurable video streams from each camera head, as well as quad view streaming, enabling 4x 1080p resolution videos at 12.5/15 fps or 4x 720p resolution videos at full frame rate. Optimized bandwidth and storage reduction technology. PoE Class 2.		10	
3	Professional Recording and Video Management Software. Max 150 cams per site. 10 Simultaneous Viewing Clients. Only one professional server license CPRO-2001 is required per site, requires CPRO-1001 camera licenses for each third party camera		10	
4	Client Workstation, Compact Desktop Terminal with micro form factor to be used with recording servers. The terminal is to be preloaded with Video Management Software and all other necessary software e.g. Windows 10IoT. Includes three year hardware warranty and on-site hardware replacement service, international keyboard and mouse.		10	
5	64 Channel Network Video Recorder, rack server preloaded with Video Management Software, preconfigured settings and all other necessary software e.g. Windows 10IoT. The server should come with licenses for 64 IP channels, three year hardware warranty and on-site hardware replacement service.		10	
6	64 Channel Network Video Recorder, rack server preloaded with Video Management Software, preconfigured settings and all other necessary software e.g. Windows 10IoT. The server should come with licenses for 64 IP channels, three year hardware warranty and on-site hardware replacement service.		10	
	Total Technical Score (Ts)		60	

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III- GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 **Patent Rights**

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

3.7 **Performance Security**

3.7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of

- a) Cash
- b) Bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

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

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

- 3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

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

3.15. Subcontracts

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

3.16. Termination for Default

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

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

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment

similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.05% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.19. Resolution of Disputes

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

3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

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

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.22.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

- 4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.
- (a) Information that complement provisions of Section III must be incorporated and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>The performance security shall be in the form of a bank guarantee and shall be 10% of the contract price</i>
3.12.1	<i>Payment will be On Acceptance: Hundred (100) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</i>
3.18.1	<i>Resolution of disputes be through arbitration.</i>

SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

- 5.1 The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.
- 5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

QUANTITIES OF BILLS FOR SUPPLY,INSTALLATION AND COMMISSIONING OF CCTV SYSTEM						
No	Item Description	Unit	Quantity	Country of Origin	Rate in KES	Amount KES
	IP CAMERAS					
	Dome Camera - 2688 x 1520 Resolution					
1	Day/night, compact dome, vandal-resistant, outdoor-ready and Built-in IR illumination. Multiple, individually configurable H.264, H.265 and Motion JPEG streams; max 4 MP resolution at 30 fps with WDR. Optimized bandwidth and storage reduction technology. Memory card slot for optional local video storage. Video motion detection and active tampering alarm. Power over Ethernet.	No	20			
	360° Multisensor Camera - 4no. 1920 x 1080 Res					

2	Flexible multisensor fixed camera with four 1080p sensors. The lenses should allow adjustment to provide a 108° to 54° horizontal field of view for either a wide, panoramic view, or detailed, zoomed-in views. The lenses can be rotated to support vertically oriented scenes in Corridor Format. Supports individually configurable video streams from each camera head, as well as quad view streaming, enabling 4x 1080p resolution videos at 12.5/15 fps or 4x 720p resolution videos at full frame rate. Optimized bandwidth and storage reduction technology. PoE Class 2.	No	8			
	SUB TOTAL PG. 1					KES -
No	Item Description	Unit	Quantity	Country of Origin	Rate in KES	Amount KES
	VIEWING & MANAGEMENT					

3	Client User Software-IP camera license (per Camera)	No	28			
4	Professional Recording and Video Management Software. Max 150 cams per site. 10 Simultaneous Viewing Clients. Only one professional server license CPRO-2001 is required per site, requires CPRO-1001 camera licenses for each third party camera	No	1			
SUB TOTAL PG. 2						KES -
CONTROL ROOM VIDEO						
5	Client Workstation, Compact Desktop Terminal with micro form factor to be used with recording servers. The terminal is to be preloaded with Video Management Software and all other necessary software e.g. Windows 10IoT. Includes three year hardware warranty and on-site hardware replacement service, international keyboard and mouse.	No	1			
6	42" LCD Screen	No	1			
SUB TOTAL PG. 3						
MANAGEMENT & RECORDING SERVERS						

7	64 Channel Network Video Recorder, rack server preloaded with Video Management Software, preconfigured settings and all other necessary software e.g. Windows 10IoT. The server should come with licenses for 64 IP channels, three year hardware warranty and on-site hardware replacement service.	No	1			
SUB TOTAL PG. 4						KES -
No	Item Description	Unit	Quantity	Country of Origin	Rate in KES	Amount KES
POWER UPS SYSTEMS						
8	1.5 kVA Double conversion UPS TRUE online INCLUDING Batteries	No	3			
9	10 kVA Double conversion UPS TRUE online INCLUDING Batteries	No	1			
SUB TOTAL PG. 5						KES -

No	Item Description	Unit	Quantity	Country of Origin	Rate in KES	Amount
						KES
CABLING & TRANSMISSIONS						
10	19" 15U Width 600MM Depth 600MM	No	3			
11	RS485 CABLE	Meters(Roll)	500			
	SUB TOTAL PG. 6	No	Lot			
No	Item Description	Unit	Quantity	Country of Origin	Rate in KES	Amount
	Installation and Commissioning					KES
	Installation Materials Including ALL CONSUMABLES For CCTV & Access Control System					
12	Installation Training & Commissioning	Lot	Lot			

13	Warranty and Maintenance Support	Lot	Lot			
	ALL CCTV Equipment					
14	All Other Equipment		Lot		*** 3 Yrs Warranty	
	SUB TOTAL PG.7		Lot		**1 Yr Warranty	
	SUB TOTAL . 1					
1	SUB TOTAL . 2					KES -
2	SUB TOTAL . 3					KES -
3	SUB TOTAL . 4					KES -
4	SUB TOTAL . 5					KES -
7	SUB TOTAL . 6					KES -
8	SUB TOTAL . 7					KES -
9						KES -
	SUB TOTAL . 1-10					

	TOTAL PG. 1-10 (VAT INCLUSIVE)					KES -
PREVENTIVE MAINTENANCE CONTRACT	Item Description					
No		Unit	Quantity	Country of Origin	Rate in KES	Amount KES
	<u>Comprehensive</u> Preventive AND Maintenance Service AND Support Contract (one year)**					
		No	1			
	SLA price is KES DDP NAIROBI Based, EXCLUDING VAT					

Signature

Stamp and date.....

NOTE

Bid prices expressed in different currencies shall be converted in: Kenya Shillings

The source of exchange rate shall be: Central Bank of Kenya

The date for the exchange rate shall be on closing date for receipt of bids

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

SECTION VI- TECHNICAL SPECIFICATIONS

6.1 GENERAL

6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.

6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

6.1.4 The tenderers are requested to present information along with their offers as follows;-

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

SECTION VI – TECHNICAL SPECIFICATIONS

TERMS OF REFERENCE FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF CCTV SURVEILLANCE AT KAWI HOUSE

1.0 PRELIMINARY

1.1 Purpose of the Specification

This Standard Specification sets out the requirements for the supply, delivery, installation, testing, commissioning, and maintenance of CCTV systems in NOCK offices.

1.2 Location of site

The location of the proposed works is at **NOCK Offices Building, Nairobi South C Area**

1.3 Extent of the Works

The works to be carried out include the supply, delivery, installation, testing, commissioning and maintenance of CCTV surveillance systems in NOCK offices. The works shall cover IP CCTV Monitoring and Control Stations to be scalable in the near future to integrated security & safety software platform.

1.4 Co-ordination

1.4.1 The contractor will be required to co-ordinate with all respective parties and shall carry out the work in such a manner as building operations allow. This includes the attendance at all site meetings where their presence is required for the purposes of work scheduling or any matters relating to the contract and its progress.

1.4.2 The security tenderer shall have made all necessary allowances in the tender for all co-ordination work and additional claims for this purpose will be rejected. Allow for any work necessary during demolition.

1.4.3 Where the security tenderer is to be a sub-contractor to another company who has a main contract agreement with the Client, the security tenderer shall include all necessary allowances relating to that sub-contract agreement.

1.5 Standards and Regulations

The works shall comply with the provisions of the following as necessary and relevant:

- Electric Power Act
- Kenya Bureau of Standards (K.E.B.S)
- Institution of Electrical Engineers (I.E.E) Wiring Regulations, 17th Edition.
- Current recommendation of CCITT and CCIR

1.6 Security and Safety

- 1.6.1 The Security Contractor shall familiarise themselves with the Client’s Security and Safety Site Rules and hazards and agree to abide by the rules and avoid hazards.
- 1.6.2 The Security Contractor shall keep indemnified the Client from all costs, damages, fines or penalties, losses or expenses incurred or suffered by the Client directly or indirectly relating to work carried out by the Security Contractor in respect of this contract.
- 1.6.3 Treat all cables as “live” and all pipes as functional.

1.7 Authorities Approvals

The Security Contractor shall allow for the making of all necessary applications for approval for the project from relevant Authorities and bodies.

2.0 WORKMANSHIP

2.1 Suitably Qualified and Experienced Technical Personnel

- 2.1.1 The standard of workmanship required for this project shall be in accordance with recognised best practice.
- 2.1.2 Work shall be carried out by, or under the responsible supervision of, technical personnel suitably qualified for the work in question.
- 2.1.3 Qualified technical personnel must be able to demonstrate their competency and experience with the products they are responsible for installing, programming or commissioning. Acceptable evidence of competency will be a “Certificate of Competency” issued by the product manufacturer confirming that the technical person has attended appropriate manufacturer training sessions for the products being installed.
- 2.1.4 If the Security Contractor does not have the appropriate type of technical personnel in his employ, then suitable staff should be employed or the work sub-contracted. The Security Contractor shall be responsible for the quality of

the work of any such sub-contractors as if it was done by the Security Contractor's own staff.

2.1.5 The Security Contractor shall be responsible for the supervision and administration of the works in accordance with the contract and shall appoint a competent and qualified supervisor to the site. This person will generally, but not necessarily, be the Security Contractor's Site Representative as described in Section 2.2

2.1.6 The Client/Consultant shall have the right to request removal of any personnel who in their opinion they deem unsuitable. Harassment of client's staff or visitors/taxpayers by any person employed by the Contractor or by a sub-contractor shall be deemed serious misconduct warranting removal of the offending person from the Contract Works.

2.2 Security Contractor's Site Representative

The Security Contractor shall make available as required, for the duration of the work, a competent representative who is fully familiar with the technical details and programme of this contract, and authorised to discuss details and to receive instructions on the contractor's behalf. That person's qualifications and authority to act on behalf of the Security Contractor shall be advised to the Client prior to commencement of work on site.

2.3 Installation Standards of Workmanship

2.3.1 All cabling and cabling methods shall be in accordance with recognised best practices and regulations wherever these apply. Notwithstanding, the minimum requirements of cabling and cabling methods shall be carried out as recommended by the manufacturers of any equipment installed.

2.3.2 Work shall be accurately set out, true to line and face and shall be neatly executed to the requirements of this Specification. Defective work shall be made good at the expense of the Security Contractor.

2.4 Protection of Work

Cabling and all installed equipment shall be protected from any normally expected construction hazard including dust, dirt, shock or other cause, including the protection of the work of others against possible damage incurred by this contract.

2.5 Making Good

2.5.1 Any making good shall be to a standard equal or better than the good workmanship of adjacent components, materials and finishes. Materials used for

making good shall wherever possible be the same in all aspects as those disturbed.

2.5.2 Patching and making good of completed or partly completed finished work in or about the area of work as well as any old equipment which has been removed will be carried out by the installer, especially in cases where existing equipment has been removed.

2.5.3 Cutting into, and making good, must be carried out by competent personnel.

2.6 Cleaning Up

Rubbish resulting from security work shall be removed by the Security Contractor as work proceeds. The site shall be left clean and tidy upon completion.

2.7 Noise and Nuisance Control

NOC Kenya offices being an occupied building, the contractor shall ensure that the work is carried out with a minimum of nuisance or annoyance to the occupants of the building.

GENERAL SPECIFICATIONS FOR EQUIPMENT INSTALLATION

3.1 Equipment to be New

Unless otherwise stated in this specification, all equipment installed under this contract shall not have been used previously and shall be free from defects. Defective equipment shall be replaced at the expense of the Security Contractor.

3.2 Redundant Equipment

3.2.1 Where existing security equipment is to be replaced under this contract, all redundant equipment is to be removed unless otherwise specified. Where equipment has been removed, any damage shall be made good in accordance with Section 2.5

3.3 Re-use of Existing Equipment

Where existing equipment is to be re-used, the Security Contractor shall make allowance to remove, service and re-install the existing equipment.

3.4 Materials and Equipment Handling

All materials and equipment incorporating sensitive electronic componentry shall be handled and installed using anti-static techniques recommended by the equipment supplier.

3.5 Compatibility of Equipment and Function

- 3.5.1 All equipment offered shall be confirmed as fully compatible, and complete all connections between individual components to ensure correct operation of the completed system.
- 3.5.2 The control equipment offered shall be confirmed as being able to be expanded by the addition of modular units to extend the system or to increase the number of devices connected to the system.
- 3.5.3 The tenderer is to ensure that the equipment chosen or specified is suitable for use with existing equipment, hardware and site conditions. Submission of a tender will signify acceptance of existing site conditions and that allowance has been made for any changes or alterations required.
- 3.5.4 No claims on the grounds of lack of knowledge of such function or incompatibility of offered or specified equipment shall be allowed.
- 3.5.6 The installer shall have taken into account all environment influences which could readily affect the operating performance of the equipment and system. These influences include vibration, R.F interference, electrical noise, electrical transients, traffic noise, wind, fog, reflection or sunlight, birds, rodents, insects and any other factors to which the system performance is susceptible.
- 3.5.7 All sensors/sensitive parts shall be sealed to prevent the ingress of any foreign matter or insects which may affect equipment performance and reliability.
- 3.5.8 All materials and equipment used are to be installed and commissioned in accordance with the manufacturer's instructions.
- 3.5.9 Only equipment sourced from reliable and reputable manufacturers with a proven history of successful products and support will be considered.
- 3.5.10 All equipment shall be in current production and shall carry a minimum 24 month warranty against failure or reduction in technical performance from the date of practical completion.

3.6 Environmental Requirements

The equipment shall be suitable for the environment in which it is to operate. In general, all equipment shall comply with the minimum requirements as summarised below:

Temperature: Equipment intended for use shall function normally at rated voltage within a temperature range of 0°C to +50 °C. Equipment intended for outdoor use shall function normally within a temperature range of -5°C to +65°C.

Humidity: Equipment shall function normally during continued exposure to air having relative humidity of 90% at a temperature of +30°C.

Mains Voltage Variation: Equipment shall function normally when the input mains voltage is varied from its specified value between -15% and +10%.

Dust and Dirt: Equipment shall be designed to withstand a normal build-up of dust and dirt expected in the environment in which it is to operate.

Weather Proofing: Equipment intended for outdoor use shall be suitably weather proofed to withstand the effects of wind and rain. Equipment intended for indoor use in particular locations where similar conditions may be expected shall be similarly protected.

Corrosion Resistance: Equipment shall be suitably protected to prevent deterioration due to corrosion in the environment in which it is to operate.

Electro-magnetic Radiation: Equipment shall withstand the effects of external electro-magnetic radiation which might be expected in the environment in which it is to operate. In particular, consideration must be given to possible effects of radio telephone transmissions upon detectors and control equipment whether conducted by radiation or through inter-connecting cables.

Vibration Protection: Equipment components shall be securely retained in position to prevent dislodgement by shock or vibration arising from the presence of people, machinery, transport or earth tremors.

3.7 Anti-Tamper

All equipment, sensors/detectors, control panels, equipment housings and terminating junction boxes shall be fitted with anti-tamper devices. They shall be wired in such a manner that any attempt to compromise the system will give a tamper alarm.

3.8 Existing Security/Fire Alarm System

Unless otherwise specified, all the new installations must be incorporated/integrated into the existing Security/Fire Alarm System.

3.9 Continuity of Security System Operation

Where it is necessary to work on an existing system, the Security Contractor shall ensure that the security provided by the system is not compromised. Where it is expected that continuity of the system operation will not be maintained, this fact and the expected system down-time shall be advised at the time of tender.

4 SECURITY SYSTEM DESIGN

4.1 Design Approach

The design is meant to supply install IP CCTV and scalable in future to include Access Control with an aim of enhancing the security of the building and at the same time automating the security systems, thus reducing the number of security guards/human interface at the entrances and offices.

As a vehicle approaches the gate, Automatic Number Plate Recognition (ANPR) Camera reads the registration number of the vehicle and instantly checks against database records of vehicles. If the registration number matches those in the database, then access is granted via the rising bollards and boom barrier. Under Vehicle Surveillance System then rapidly scans the incoming vehicle's undercarriage and automatically detects any foreign objects or modifications. The driver then uses the biometric scanner at the entry station for access. At the same time, Face Recognition Camera (FRC) captures and stores the facial image of the driver. The time is recorded as the check-in time for that particular staff member.

During exit, ANPR camera reads the registration number of the vehicle and checks against the database. The driver then uses the biometric scanner at the exit station for exit. The time is recorded as the check-out time.

4.2 Scope

The proposed installation covers the following entrances:

- Main Entry/Exit doors
- Staff Entry and Exit
- Visitors Entry/Emergency Exit
- External wall

4.3 Monitoring and Control Stations

4.3.1 The security installation described and required by this specification includes:

- a. One central monitoring and control station that monitors and controls all the entrances/exits. The central control station overrides all the controls at the individual doors and offices Spaces.
- 4.3.2 The central monitoring and control station shall be located in the main security office.
- 4.3.3 Ancillary equipment used for integrating with the existing system shall be approved by the Engineer as acceptable for the purpose.

5 SPECIFIC SPECIFICATIONS FOR EQUIPMENT INSTALLATION

5.1 Technical Features

- CPU: ARM® Cortex™-A9 core 1GHz
- Linux Operating System
- FBI PIV IQS certified optical fingerprint sensor
- Contactless reader options: Prox®, iClass®, MIFARE®/MIFARE® Plus/DESFire®/NFC(2)
- Network/Communication: Ethernet, RS485, RS422, USB, Wi-Fi and 3G options
- Internal storage capacity: 512MB Flash, 512MB RAM + 8GB µSD Card
 - 5000 user records (2 fingers + 1 duress each), extendable up to 100 000 with licenses
 - 250 000 IDs in authorized user list
 - 1 Million transaction logs
- Inputs/outputs: Wiegand In & Out (customizable up to 512 bits), Door Relay, 3 GPI (including Door monitoring), 3 General Purpose Outputs
- Power supply: 12V-24V DC Power over Ethernet (PoE) - Compatible with PoE+ switches
- Tamper switches
- Operating conditions: Temperature: -20°C to 60°C (-4°F to 140°F); Humidity: 10% to 80% (non condensing)
- Ingress Protection: IP65
- EMC/Safety standards: CE, CB, FCC
- RoHS, REACh and WEEE compliant

5.1 Megapixel resolution, IP addressable 180 degree panoramic IP camera

Technical Features

- The camera shall utilize four high sensitivity 2 Megapixel CMOS sensors each with 1/2" optical format.

- The camera shall integrate four 8mm megapixel IR corrected lenses, F1.8, Horizontal Field of View of 47°.
- The camera shall have vandal resistant dome enclosure with rated IP66 for water and dust protection.
- The camera shall have a 2-axis easily adjustable gimbal with 360° pan 90° tilt for easy and accurate positioning.
- The camera shall contain both hard ceiling mount and surface mount and with optional pendant mount, SV-CMT, wall mount, SV-WMT, flush mount adapter, SV-FMA, electrical box adapter, MV-EBA or SV-EBA, pole mount adapter, MD-PMA , corner mount adapter, MD-CRMA, and junction box adapter, SV-JBA.
- The camera shall have a +/- 5° electrical vertical alignment to locate the vertical position of each sensor.
- The camera shall be H.264 (MPEG4, Part 10) compliant.
- The camera shall have dual standard compression support with simultaneous streaming of both H.264 and MJPEG formats.
- The camera shall have multi-streaming support of up to 8 non-identical concurrent streams (different frame rate, bit rate, resolution, quality, and compression format).
- The camera's bit rate control shall be selectable from 100 Kbps to 10 Mbps for each independent stream.
- The camera shall have privacy mask, the ability to select multiple regions of an arbitrary shape to block the video. This feature will be supported both in HTTP and TFTP protocols, as well as the on-camera web interface.
- The camera shall have extended motion detection grid, a higher granularity grid of 1024 distinct motion detection zones in contrast to 64 zones supported earlier. User can select between the old 64 zone based motion detection and new extended motion detection to provide backward compatibility with the existing NVR integration. This feature will be supported both in HTTP and TFTP, as well as the on-camera web interface.
- The camera shall have Real Time Streaming Protocol (RTSP) support allowing for compatibility with media players such as Apple QuickTime, VLC Player and others.
- The cameras H.264 implementation shall maintain full video frame rates.
- The camera shall output at a maximum resolution of 1600(H) x 1200(V) pixels per sensor for a total resolution of 6400(H) x 1200(V) 6 frames per second across all four sensors.

- The cameras maximum frame rate shall be 22 frames per second across all four sensors at the maximum resolution of 1600(H) x 1200(V) per sensor.
- The cameras maximum frame rate shall be 88 frames per second across all four sensors at the maximum resolution of 800(H) x 600(V) per sensor.
- The cameras overall imaging shall provide a 180 degree horizontal field of view.
- The camera shall feature streaming of the full field of view (FOV) and multiple regions of interest (ROI) for forensic zooming.
- The camera shall be equipped with a 100 Mbps LAN connector and can deliver image data at a maximum data rate of up to 55 Megabits per second (55 Mbps).
- The camera shall provide 21 levels of compression quality for optimal viewing and archiving.
- The camera shall support a minimum HTTP, RTSP, RTP over TCP, RTP over UDP and TFTP network protocols.
- Each sensor of the camera shall feature automatic exposure, automatic multi-matrix white balance, shutter speed control, programmable brightness, saturation, gamma and sharpness.
- The camera shall also feature selectable 50/60 Hz flicker control, windowing and decimation, simultaneous delivery of full-field view and zoomed images at video frame rate, instantaneous electronic zoom, pan and tilt, and electronic image rotation by 180 degrees.
- The camera shall incorporate necessary algorithms and circuits to detect motion in low light with clarity.
- The camera shall support a minimum illumination of 0.1 Lux @ F1.8 in day mode (Color version only)
- The camera shall support a minimum illumination of 0.1 Lux @ F1.8 in day mode and 0 Lux @ F1.8 in night mode (Day/Night version)
- The camera's primary power source shall be Power over Ethernet (PoE) complying with the IEEE 802.3af standard.
- The camera shall have the alternative option to be powered from a 12V DC up to 48V DC or 24V AC power source providing at least 9 W of power.
- The camera shall be utilized for indoor and outdoor applications.
- The camera's operating ambient temperature is -40°C (-40°F) to +50°C (122°F) with heater and 0°C (32 °F) to +50°C (122°F) without heater.
- The camera's storage temperature -40°C (-40 °F) to +60°C (140 °F).
- The camera shall be FCC Part 15, Class A, CE and RoHS compliant.
- The camera shall be UL listed.

- The camera shall have dimensions of: 6.9”H (176 mm) x 6.8” dia. (175 mm) weighing 2lbs (0.91kg).
- The camera shall have die-cast aluminum chassis with 5.5” vandal resistant polycarbonate dome bubble with IK10 rated.

5.3 3MP series network camera

- The camera shall utilize a high sensitivity 5 Megapixel CMOS sensor with 1/2.5” optical format, 2.2um x 2.2um pixel size, progressive scan and Active Pixel Count: 2048(H) x 1536(V) pixel array.
- The camera shall have a 2-axis easily adjustable gimbal with 359° pan and 90° tilt for easy and accurate positioning.
- The camera shall have an IK-10 rated vandal resistant dome enclosure with IP66 weatherproofing standard.
- The camera’s power source shall be Power over Ethernet (PoE) complying with the IEEE 802.3af standard.
- The camera shall be utilized for indoor and outdoor applications.
- The camera’s lens shall be ordered separately.

5.4 Imaging

- The camera shall have dual standard compression support with simultaneous streaming of both H.264 and MJPEG formats.
- The camera shall feature automatic exposure, automatic multi-matrix white balance, shutter speed control to minimize motion blur, programmable resolution, brightness, saturation, gamma, sharpness and tint.
- The camera’s shutter speed shall be 1ms - 500ms.
- The camera shall feature 5 to 255 Hz adjustable flicker control, windowing, simultaneous delivery of full-field view and zoomed images at video frame rate, instantaneous electronic zoom, pan and tilt, and electronic image rotation by 180 degrees
- The camera shall have multi-streaming support of up to 8 non-identical concurrent streams (different frame rate, bit rate, resolution, quality, and compression format).
- The camera shall have dynamic range up to 69dB and a maximum SNR of 49dB.
- The camera shall have privacy masking, the ability to select multiple regions of an arbitrary shape to block the video.
- The camera shall have Real Time Streaming Protocol (RTSP) support allowing for compatibility with media players such as Apple QuickTime, VLC Player and others.
- The camera shall have extended motion detection grid, a higher granularity grid of 1536 distinct motion detection zones. User can select between 64 zone based motion detection and extended motion detection to provide backward compatibility with the existing Video Management System (VMS) integration.
- The camera shall feature streaming of the full field of view (FOV) and simultaneous multiple regions of interest (ROI) for forensic zooming.

- The camera shall provide 21 levels of compression quality for optimal viewing and archiving.
- The cameras H.264 implementation shall maintain full real time video frame rates.
- The camera shall output at a maximum resolution of 2048(H) x 1536(V) pixels up to frame rate of 21 frames per second (FPS).
- It shall be possible to program the camera to output a variety of lower resolution image and increase frame rate, i.e. 1280(H) x 1024(V) pixels at 41 FPS.
- The camera shall provide flexible cropping (Resolution windowing down to 1x1 pixels for JPEG and 2x2 pixels for H.264)
- The camera shall be able to save bandwidth & storage by running at 1/4 full resolution
- The camera shall have an Auto Exposure (AE), Gain Control (AGC), Bit Rate and Bandwidth Limit Control
- The camera shall feature MoonLight™ mode - extended exposure and noise cancellation
- The camera shall be able to support Picture-in-Picture: simultaneous delivery of full field of view and zoomed images
- The camera shall support a programmable binned mode to output a variety of lower resolution image and increase frame rate, e.g. 1024(H) x 768(V) pixels at 46 FPS, or 800(H) x 600(V) pixels at 64 FPS.
- The camera has SNAPstream™, which is smart noise adaptation and processing.
- The camera shall have CorridorView™ (90°, 180°, and 270° image rotation).

2.5 Video

- Video frame rate (up to):
 - 21fps @ 2048x1536
 - 29fps @ 1920x1080
 - 31fps @ 1600x1200
 - 41fps @ 1280x1024
- In Binned Mode up to:
 - 46fps @ 1024x768
 - 64fps @ 800x600
 - 64fps @ 860x540
 - 64fps @ 640x512

2.6 Protocols

- The camera shall have Real Time Streaming Protocol (RTSP) support allowing for compatibility with media players such as Apple QuickTime, VLC Player and others.
- The camera shall support both unicast and multicast communication protocol.
- The camera shall support RTSP, RTP over TCP, RTP over UDP (Unicast/Multicast), HTTP1.0, HTTP1.1, TFTP and 802.1x
- 100 Base-T Ethernet Network Interface
- Multi-streaming: 8 non-identical streams

2.7 Electrical

- General purpose opto-coupled input and output
- Power over Ethernet (PoE): PoE 802.3af
- Auxiliary Power 12-48V DC, 24VAC
- Power consumption: PoE – Class 3: 5.59 Watts max (Auxiliary DC power)

2.8 Networking

- The camera shall be equipped with a 100 Mbps LAN connector.

2.9 Environmental

- Operating temperature: -40°C (-40 °F) to +50°C (122 °F)
- Storage temperature -40°C (-40°F) to +60°C (140 °F)
- Humidity 0% to 90% (non-condensing)
- **2.10 Minimum Illumination**
- Color (Day Mode): 0.3 Lux
- Color Binning (Day Mode): 0.15 Lux
- B/W (Night Mode): 0.03 Lux, IR sensitive
- processes images from the camera and enhances it using the illumination from the Red Light illuminator, providing clear images through heavily tinted glass.
- Networking: System shall be able to operate in either a standalone or networked environment and be capable of operating a distributed database.
- System Maintenance: The system shall be designed for fast, simple replacement of components and diagnostics through remote access and control via secure socket internet connection to facilitate a low level of down time.
- System Manuals: The system shall come complete with assembly / installation / maintenance and operating manuals.
- Training: Full operator and administrator training shall be provided.

5.8 Integrated Management software platform

The proposed unified security platform must be an open IP security solution using the latest technologies on the market; it must permit vertical business applications.

The unified security platform must support the administration and transparent supervision of the following systems:

- Access control
- Visitor management
- Asset management
- Intrusion detection & alarm techniques
- Video surveillance/Video protection
- License plate recognition
- IP/SIP intercom/videophone
- Integration of external systems (SSI, GTB, GTC, image analysis, perimeter protection, etc.).

- Reporting permitting detailed and automated statistical computations
- Integration of the Microsoft Active Directory to synchronize user accounts of the unified security platform and of account holders with means of identification (badges, cards, license plates, etc)
- The system should include an advanced mapping interface with dynamic display of animated interactive maps, which will provide a graphical environment from which the client can fully control the security platform.
- Federation for global monitoring, reporting, and alarm management of multiple remote and independent ACS and/or VMS systems spread across multiple facilities and geographic areas.
- The USP architecture shall support the addition of new connectors to integrate to third party system integration, such as: video analytics, third party video systems, third party access control systems, Point-of-sale (POS) systems, building management systems, human resource management systems (HRMS)

The user interface (operating workstations) will provide the option of a single configurator for the management, configuration, set-up, surveillance and automated, detailed reporting of the systems listed above, as well as of the associated peripheral devices

Systems integrated into the unified security platform will be enabled as subsystems upon license purchase.

The purpose of the unified security platform is to implement a support tool for the operation of all security components listed above:

Simplicity:

The user interface must be adapted to any type of user. The Graphical User Interface (GUI) must be friendly, easy to use and customizable to the needs and preferences of users, in order to minimize operational training.

Scalability:

At any time, the system must be able to accommodate additional hardware, workstations or any other recognized system component available on the network.

The system parameters can be defined from any Windows PC on the network or by remote access. The number of simultaneous operations on the system will be limited by access to the network and not by the power of a particular server.

SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

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

7.2 Confidential Business Questionnaire Form

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

7.3 Tender Security Form

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

7.4 Contract Form

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

7.5 Performance Security form

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

7.6 Bank Guarantee for Advance Payment.

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

7.7 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name
.....

Location of business premises.
.....

Plot No..... Street/Road
.....

Postal Address Tel No. Fax E mail
.....

Nature of Business
.....

Registration Certificate No.
.....

Maximum value of business which you can handle at any one time – Kshs.
.....

Name of your bankers Branch
.....

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenship details
.....

-

Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

Part 2 (c) – Registered Company			
Private or Public			
.....			
State the nominal and issued capital of company-			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship Details	Shares
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....

Date	Seal/Signature of Candidate
.....	

7.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of [name and/or description of the equipment]
(hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

7.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

7.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.6 **BANK GUARANTEE FOR ADVANCE PAYMENT**

To
[*name of Procuring entity*]

[*name of tenderer*]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

7.8. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.9

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

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

8.0 REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

9.0 BIDDER’S DECLARATION AND INTEGRITY PACT

BIDDER’S DECLARATION

We/I the undersigned, in the capacity of for [*name of the company/firm/individual*] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder’s name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

10.0 INTEGRITY PACT

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for: _____, all personnel of _____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by National Oil Corporation of Kenya (herein referred to as NATIONAL OIL) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by NATIONAL OIL for a period of two (2) years. If proven as a fact that we have offered bribes to NATIONAL OIL or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years. If proven that we have offered bribes to NATIONAL OIL or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by NATIONAL OIL for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or a NATIONAL OIL official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with

officials and NATIONAL OIL, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.

5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, NATIONAL OIL to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.
- 6 The bidder authorizes NATIONAL OIL, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Managing Director)

Full Name printed: _____

1 VIEWING CERTIFICATE FOR TENDER FOR SUPPLY,INSTALLATION,TESTING AND COMMISSIONING OF CCTV AT KAWI HOUSE – NOCK/PRC/03(1308)

To: NATIONAL OIL CORPORATION OF KENYA

WHEREAS..... [name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in response to **Tender No. NOCK/PRC/03(1308) for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF CCTV AT KAWI HOUSE – NOCK/PRC/03(1308)** , NNT advertised on 24th October 2017 the viewing and confirmation of scope of works with confirmation from Johnson Cheelgo – Head of Security and National Oil representatives at the site:

AND WHEREAS it has been stipulated by you in the said tender that the tenderer shall quote prices as per the site visit and Terms of Reference, I/we hereby issue this viewing certificate confirming:

- i) the prices quoted are based on actual needs and scope of works and are not speculative; and
- ii) I/we visited the National Oil site and will provide the works and services as per the tender document and as per the needs applicable to the site.

Name of National Oil representative confirming visit: Johnson Cheelgo

Signature of National Oil representative confirming visit:

Date: _____

Name of Tenderer’s authorized signatory:

Signature of the Tenderer’s authorized signatory:

Date: _____