

REPUBLIC OF KENYA



**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN
DEVELOPMENT AND PUBLIC WORKS.**

STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT

FRAMEWORK TENDER DOCUMENT FOR INSTALLATION OF CCTV

TENDER NO: MTIHUD/SDHUD/SUD/035/2020-2021

**TENDER NAME: SUPPLY, INSTALLATION AND COMMISSIONING OF
SURVEILLANCE CAMERAS AND VIDEO STORAGE**

APRIL 2021

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SECTION I - INVITATION TO TENDER

- 1.1.1** The State Department for Housing and Urban Development (SDHUD) invites sealed bids for Framework Contract for Supply, Installation and Commissioning of Surveillance Cameras and Video Storage
- 1.1.2** Tenders must ensure that the tender securing declaration form is duly signed and stamped.
- 1.1.3** Prices quoted should be **inclusive of all taxes** and must be in Kenya shillings and shall remain valid for **150 days** from the closing date.
- 1.1.4** Bidder(s) should not mutilate the bid document issued by the procuring entity and shall ensure serialization of pages for each bid submitted.
- 1.1.5** Duly completed bid document (s) are to be enclosed in plain sealed envelopes, marked with the “**TENDER NUMBER & TENDER DESCRIPTION**” and be addressed to;

**The Head of Supply Chain Management Services State
Department for Housing and Urban Development,
6th Floor Arthi House,
NAIROBI.**

be deposited in the Tender Box located at **6th
Floor, Ardhi House** so as to be received on or
before **19th May, 2021 at 11:00am normal
working hours.**

- 1.1.6** Bids shall be opened immediately thereafter in the presence of candidates’ representative who choose to attend at SDHUD Conference Room 10th floor. **Late bids shall be rejected.**

The government directive and protocols on Covid-19 will strictly be observed during tender opening.

For: The Principal Secretary
State Department of Housing and Urban Development

SECTION II – INTRUSTIONS TO TENDERS

2.1 Eligible Tenderers

- 2.1.1 This invitation for tenders is open to National registered Companies with qualifications to perform the contract.
- 2.1.2 SDHUD’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenders shall bear all costs associated with the preparation and submission of its tender, and SDHUD, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender document will be issued free of charge.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below, and addenda issued in accordance with clause 2.5 of this instruction to tenderers.
- i. Instructions to tenderers
 - ii. Form of tender
 - iii. Price schedules
 - iv. Contract form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

- 2.4.1 A candidate making inquiries of the tender documents may notify the SDHUD by post, fax or by email at the SDHUD address indicated in the Invitation for tenders. The SDHUD 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 the tenders, prescribed by SDHUD. Written copies of the SDHUD RESPONSE (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 SDHUD shall reply to any clarification sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of any amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, SDHUD, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7 Documents comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components: - (a)

A tender Form and a price schedule duly completed.

(b) Documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

(c) Duly filled, signed and stamped tender securing declaration form.

2.8 Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the original Price schedule provided in the tender documents, indicating the services to be provided.

2.9 Tender Prices

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

2.9.2 Prices indicated on the price schedule shall be the cost of the services quoted including all applicable taxes.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings only.

2.11 Tenderers Eligibility and qualifications

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

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

2.11.3 The names of the bidder should remain consistent in the entire bid document including all attachments.

2.12. Tender Security

2.12.1 The tenderer shall ensure the attached tender securing declaration form is duly filed, signed and stamped.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **150 days** after date of tender opening. A tender valid for a shorter period shall be rejected by SDHUD as Non- responsive.

2.13.2 In exceptional circumstances, SDHUD may solicit the Tenderer's consent for an extension of the period of validity, the request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A Tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "original tender" and "copy of tender," as appropriate. In event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marketing of tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL TENDER**" and "**COPY**" The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- a) Be addressed to SDHUD at the address given in the Invitation to Tender.
- b) Bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE 19th May, 2021 at 11.00a.m.**

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, SDHUD will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for submission of Tenders

2.16.1 Tenders must be received by the procuring entity at the address specified under paragraph 2.15.2 not later than **19th May, 2021 at 11. 00a.m**

2.16.2 SDHUD, may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of SDHUD and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity at the procurement office 9th floor and the bidder will be required to sign a register.

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders; it’s received by SDHUD prior to the deadline prescribed for submission of tenders.

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tender’s forfeiture of its tender security.

2.18 Opening of Tenders

2.18.1 SDHUD will open all tenders in the presence of tenderers’ representatives who choose to attend, on **19th May, 2021 at 11. 00a.m** and in the location specified in the invitation for tenders. The **tenderers’** representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 SDHUD will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

2.19.2 Any effort by the tenderer to influence SDHUD in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.20 Preliminary Examination and Responsiveness

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

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

2.20.3 SDHUD may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tender.

2.20.4 SDHUD prior to the detailed evaluation, pursuant to paragraph 2.20, SDHUD 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 SDHUD'S determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to single currency

2.21.1 All Prices shall be quoted in Kenya Shillings only. Where other currencies are used, the SDHUD will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and Comparison of Tenders

2.22.1 Tenderers who fail to meet mandatory requirements will have their bids considered nonresponsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.

2.22.2 SDHUD will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.5.

2.22.3 The comparison shall also include all costs as well as duties and taxes payable.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting SDHUD

2.23.1 Subject to paragraph 2.19, no tenderer shall contact SDHUD on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence SDHUD in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Post-qualification

2.24.1 SDHUD will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as SDHUD deems necessary and appropriate

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 SDHUD will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.26. SDHUD's Right to accept or Reject any or all Tenders

2.26.1 SDHUD reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for SDHUD's action. If SDHUD determines that none of the tenders is responsive, SDHUD shall notify each tenderer who submitted a tender.

2.26.2 SDHUD 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.

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, SDHUD 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 subject to the signing of the contract between the tenderer and the SDHUD pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 SDHUD will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as SDHUD notifies the successful tenderer that its tender has been accepted, SDHUD 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 SDHUD.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 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 The successful tenderer shall be required to fully comply with the conditions of the contract.

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

2.30 Corrupt or Fraudulent Practices

2.30.1 SDHUD 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 not and will not be involved in corrupt or fraudulent practices.

2.30.2 SDHUD will reject a bid for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

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 Services"** means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- d. **"The Procuring entity"** means the organization procuring the services under this Contract
- e. **"The Successful tenderer"** means the organization or firm providing the services under this Contract.
- f. **"GCC"** means that the General Conditions of Contract contained in this section.
- g. **"SCC"** means the Special Conditions of Contract
- h. **"Day"** means calendar day

3.2. Application

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

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

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

3.4.2 The Successful tenderer shall not, without SDHUD's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of SDHUD and shall be returned (all copies) to SDHUD on completion of the contract or performance under the Contract if so required by SDHUD.

3.5. Patent Rights

3.5.1 The Successful tenderer shall indemnify SDHUD against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 The successful tenderer shall be required to fully comply with the conditions of the contract.

3.6.2 Compensation shall be claimed against this cover if the successful tenderer fails to perform any of his obligations or is in breach of any of its material obligations under the contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the successful tenderer in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Termination for Default

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

- (a) If the successful tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by SDHUD.
- (b) If the successful tenderer fails to perform any other obligation(s) under the Contract
- (c) If the successful tenderer in the judgment of SDHUD has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.8.2 In the event SDHUD terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Successful tenderer shall be liable to SDHUD for any excess costs for such similar services. However, the successful tenderer shall continue performance of the contract to extent not terminated.

3.9 Termination for Insolvency

3.9.1 SDHUD may at any time terminate the contract by giving written notice to the Successful tenderer if the successful tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the successful tenderer, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to SDHUD

3.10 Termination for Convenience

3.10.1 SDHUD by written notice sent to the successful tenderer, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for SDHUD convenience, the extent to which performance of the successful tenderer of the contract is terminated and the date on which such termination becomes effective.

3.10.2 For the remaining part of the contract after termination SDHUD may elect to cancel the services and pay to the successful tenderer an agreed amount for partially completed services.

3.11 Resolution of Disputes

3.11.1 SDHUD and the successful tenderer shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.11.2 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.

3.12 Governing Language

3.12.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.13 Applicable Law

3.13.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.14 Force Majeure

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

3.15 Notices

3.15.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV - EVALUATION REQUIREMENTS

a) Mandatory Preliminary Requirements

- (i) Copy of Incorporation or Registration Certificate.
- (ii) Copy of Valid Tax Compliance Certificate.
- (iii) Duly filled, signed and stamped tender securing declaration form.
- (iv) Copy of CR 12 for Companies.
- (v) Duly filled Self Declaration that the tenderer is not debarred in the Matter of the Public Procurement and Asset Disposal Act 2015.
- (vi) Duly filled Self Declaration that the tenderer will not engage in any Corrupt or Fraudulent Practice.
- (vii) Duly filled original price schedule.
- (viii) Tender Security in form of a bank guarantee or an Insurance Company Guarantee amounting to Ksh. 500,000
- (ix) Written undertaking to sign a renewable Three-year Service Level Agreement with SDHUD to provide maintenance and support for the installed system.

b) Technical Evaluation Criteria – (100 Marks)

S/N	Technical Evaluation	Score Criteria	Max Score
Mandatory Requirements			
1.	<p><u>Manufacturer's Authorization: -</u> The tenderer shall provide Manufacturer's Authorization Letters in the format provided for the following,</p> <ol style="list-style-type: none"> (i) CCTV cameras, (ii) Wireless Communication Nodes & (iii) Video Compression Software. 		
2.	<p><u>Statutory Certifications: -</u> The tenderer shall provide the following statutory certifications: - Valid / current</p> <ol style="list-style-type: none"> (i) National Construction Authority, NCA 1 Certificate – Electrical Engineering Service Contractor for the category of Electronic-Security Surveillance System (CCTV) (ii) National Construction Authority, NCA 1 Practicing License – Electrical Engineering Service (iii) Energy and Petroleum Regulatory Authority Electrical Contractor License Class A-1 		
3.	<p><u>Manufacturer's valid ISO 9001:2015 quality management certificate: -</u> The tenderer shall submit ISO 9001:2015 Certificate for the following: -</p> <ol style="list-style-type: none"> (i) CCTV cameras, (ii) Wireless Communication Nodes & 		
Other Requirements			

4.	<u>Compliance to Technical Specifications / requirements documentation: - <i>there shall be no partial compliance</i></u> The tenderer MUST provide cross reference to the relevant supporting information if any include in the bid. The cross reference should identify the relevant document (s) and corresponding Page number(s)	<ul style="list-style-type: none"> ➤ Full compliance = 45 Marks ➤ Partial compliance = 0 Marks ➤ Non-compliance = 0 Marks 	45 Marks
5.	<u>Design Diagram: -</u> The tenderer shall provide a detailed design diagram for their proposed system. This shall incorporate all the components of the required solution. i.e., CCTV cameras, wireless network and the compression software.	<ul style="list-style-type: none"> ➤ Details of the design diagram ---- max 10 Marks 	10 Marks
6.	<u>Experience: -</u> The tenderer shall provide at least 4 Manufacturer's reference list of clients for each of the following: - <ul style="list-style-type: none"> (i) CCTV cameras, (ii) Wireless Communication Nodes & (iii) Video Compression Software. 	<ul style="list-style-type: none"> ➤ At least 4 for each = 10 Marks ➤ 2 - 3 for each = 5 Marks ➤ Less than 2 for each = 0 Marks 	10 Marks
7.	<u>Reference Letters: -</u> The tenderer shall provide reference letters from at least 3 manufacturer's referenced clients for the Video Compression Software, clearly stating the ability of the software to compress live feed by at least 80% with no effect on quality.	<ul style="list-style-type: none"> ➤ At least 3 letters = 8 marks ➤ 2 letters = 5 Marks ➤ Less than 2 letters = 0 Marks 	8 marks
8.	<u>Proof of OEM / Manufacturer's Partnership: -</u> The tenderer shall provide proof of existing and continued partnership with the manufacturer's / OEM by providing partnership certificates or equivalent for the following; <ul style="list-style-type: none"> (i) Wireless Communication Nodes OEM & (ii) Video Compression Software provider 	<ul style="list-style-type: none"> ➤ All 3 listed partnership certificate = 5 Marks ➤ 2 listed partnership certificates = 3 Marks ➤ < 2 certificates = 0 Marks 	5 Marks
9.	<u>Onsite support program and after sales support plan: -</u> <ul style="list-style-type: none"> (i) Warranty – The tenderer shall provide a warranty statement clearly stating the warranty period for each equipment to be provided by the tenderer. This must cover warranty obligations of the manufacturers and clearly set conditions under which warranty claim is valid or void. (ii) Detailed Support program in form of a Service Level Agreement (SLA) – The tenderer shall submit as part of their bid, a draft SLA clearly demonstrating how they 	<ul style="list-style-type: none"> ➤ Details of Warranty offer ---- max 4 Marks ➤ Details of the draft SLA ---- max 4 marks 	8 Marks

	intend to provide onsite support in terms of supply of spares, maintenance and repairs.		
10.	<p>Qualification and Experience of Technical Personnel:</p> <p>=</p> <p>Tenderers shall provide CVs and corresponding certifications for at least three technical personnel with the following minimum qualifications: -</p> <p>(i) Bachelor's Degree in Telecommunication or equivalent</p> <p>(ii) At least three years' experience in:</p> <ul style="list-style-type: none"> - CCTV deployment & - Deployment of Telecommunication Networks <p>(iii) Certified training for deployment of Industrial Networks</p>	<ul style="list-style-type: none"> ➤ At least 3 personnel with ≥ 3 years' experience = 8 Marks ➤ At least 3 personnel with ≥ 2 years' experience = 5 marks ➤ < 2 years' experience = 0 Marks 	8 Marks
11.	<p>Audited Accounts: -</p> <p>(i) 2020</p> <p>(ii) 2019</p>	<p>Liquidity ratios</p> <ul style="list-style-type: none"> • CA/CL $> 1:1$ = 2 marks • CA/CL $\geq 0.5:1$ = 1 marks • CA/CL < 0.5 = 0 mark <p>Gearing ratios</p> <ul style="list-style-type: none"> • Not more than 50% = 2 marks • 50% - 99% = 1 marks • 100% and above = 0 mark <p>Profitability ratios</p> <ul style="list-style-type: none"> • 20% and above = 2 marks • 5% - 9% = 1 marks • Below 5% = 0 mark 	6 Marks
TOTAL			100 Marks

Note: Minimum qualifications for proceeding to Financial Evaluation will be **75 Marks**.

c. Financial Evaluation Criteria

- i. At financial evaluation, technically responsive bids will be ranked based on the total amount quoted in the provided minimum set Bill of Materials for an operational surveillance system.**
- ii. Award shall be to the lowest evaluated bidder as per the total amount quoted in the provided Bill of Materials.**

Tenderers should note that the Bill of Materials provided for in the tender documents is the set minimum requirements for the SDHUD's Estates' operational surveillance system. The quantities in the Bill of Materials shall be scaled on a need basis depending on the specific SDHUD's site for a period of 3 years.

SECTION V - TERMS OF REFERENCE

Objective

The State Department for Housing and Urban Development is procuring for Installation and Commissioning of Surveillance Cameras and Video Storage in form of a framework contract for a period of Three (3) years in order to provide security surveillance and situation awareness to all the SDHUD Estates. The Surveillance System will guarantee the well-being of the residents by ensuring that the SDHUD Estates are effectively secured to deter theft, opportunists' malpractices, detect suspicious activities if any, aid to public safety and act as a first responder to any incident.

Scope of Works

The scope of work shall be;

- i. Supply and installation of CCTV surveillance system
- ii. Supply and installation of Network Infrastructure
- iii. Supply and installation of Video Compression Software
- iv. Training of SDHUD ICT personnel for monitoring of the Central Command Center
- v. Providing Maintenance and Support in form of an annual Service Level Agreement.

1. DOME CCTV CAMERA

REQUIREMENT	TENDERER'S OFFER	DOCUMENT/PAGE NO. TO TENDERER'S TECHNICAL RESPONSE
Shall have a dome shaped form		
Shall be outdoor rated and resistant to sunlight and environmental exposure		
Shall support resolution of up to 1920x1080		
Shall support a frame rate of up to 30fps		
Operating temperature of -30 °C to 50 °C		
Horizontal field of view of at least 100°		
Vertical field of view of at least 50°		
Shall have a maximum power consumption of 10.5W		
Supports IPv4, IPv6, UDP, TCP, HTTP, HTTPS, RTP/RTCP, IGMP V2/V3, ICMP, RTSP, FTP, ARP, DHCP, NTP(SNTP), SNMP (V1, V3, MIB-II), 802.1x, DNS, DNSv6, DDNS, SMTP, iSCSI, UPnP (SSDP), LLDP networking protocols		
Shall have an ingress protection rating of at least IP66(6:Dustproof 6:Waterproof)		
Shall support Power over ethernet (PoE) IEEE802.3af		
CMOS sensor type (1/2.8 to 1/2.9)		
Shall adhere to the following Environmental, Emission and Safety Standards EN 55032 EN/IEC 60068-2-2 EN/IEC 60068-2-78 IAS/NZS CISPR 32 EC/EN/UL 60950-22 IEC 62471		

Shall be less than 800g in weight		
Shall support the following camera angle adjustments Pan: 0° to 180° or higher Tilt: 0° to 60° or higher Rotation: 0° to 90° or higher		
Shall have a microSD card slot		
Ethernet shall support 10/100 Base-T		
Shall have IR illuminator		

2. BULLET CCTV CAMERA

REQUIREMENT	TENDERER'S OFFER	DOCUMENT/PAGE NO. TO TENDERER'S TECHNICAL RESPONSE
Shall have a bullet shaped form		
Shall be outdoor rated and resistant to sunlight and environmental exposure		
Shall support resolution of up to 1920x1080		
Shall support a frame rate of up to 30fps		
Operating temperature of -30 °C to 50 °C		
Horizontal field of view of at least 100°		
Vertical field of view of at least 50°		
Shall have a maximum power consumption of 10.5W		
Supports IPv4, IPv6, UDP, TCP, HTTP, HTTPS, RTP/RTCP, IGMP V2/V3, ICMP, RTSP, FTP, ARP, DHCP, NTP(SNTP), SNMP (V1, V3, MIB-II), 802.1x, DNS, DNSv6, DDNS, SMTP, iSCSI, UPnP (SSDP), LLDP networking protocols		
Shall have an ingress protection rating of at least IP66(6:Dustproof 6:Waterproof)		
Shall support Power over ethernet (PoE) IEEE802.3af		
CMOS sensor type (1/2.8 to 1/2.9)		
Shall adhere to the following Environmental, Emission and Safety Standards EN 55032 EN/IEC 60068-2-2 EN/IEC 60068-2-78 IAS/NZS CISPR 32 EC/EN/UL 60950-22 IEC 62471		
Shall be less than 2000g in weight		
Shall have a microSD card slot		
Ethernet shall support 10/100 Base-T		
Shall have IR illuminator		
WDR of 115dB - 120dB		

3. NETWORK VIDEO RECORDER

REQUIREMENTS	TENDERER'S OFFER	DOCUMENT/PAGE NO. TO TENDERER'S

		TECHNICAL RESPONSE
Must Support at least 32 IP camera channels		
Must support the following protocols HTTP, HTTPS, TCP/IP, IPv4/IPv6, UPnP, RTSP, UDP, SMTP, NTP, DHCP, DNS/DDNS, IP Filter, PPPoE, FTP		
Shall adhere to the following Environmental, Emission and Safety Standards EN 55032 EN 61000-3-2 EN 61000-3-3 IEC/EN/UL 62368-1		
Operating temperature of 10°C to 35°C		
Must not weigh more than 15Kg		
I/O At least 2 USB 2.0 At least 2 Ethernet port (1GbE) At least 1 Serial port		

4. NETWORK FUNCTIONALITY REQUIREMENTS

REQUIREMENTS	TENDERER'S OFFER	DOCUMENT/PAGE NO. TO TENDERER'S TECHNICAL RESPONSE
The wireless network shall be of a mesh topology Any node shall be able to transmit and receive packets from peer to peer without need of a central controller .Packets shall be able to transverse the network via multiple simultaneous connections		
The network must support a true peer-peer architecture		
Wireless nodes must have multiple wireless connections to peers		
The network Shall offer robust security capabilities , Including multiple cryptographic options , MAC address encryption , per-hop authentication and other security solutions compatibility		
The network Shall support both Wi-Fi and Ethernet standards		
Must be capable of supporting 2.4Ghz and 5Ghz frequency bands simultaneously		
All nodes Shall be able to support backhaul and client connections simultaneously		
All nodes must be fully functional and independent of any other node in the network		
The network Shall easily scalable		
The network Shall support VLANs ,QoS and Prioritization		

The network Shall support Wi-Fi Compatible with off the shelf devices such as phones ,wireless cameras , tablets , laptops etc.		
The network Shall support a least cost routing algorithm		
Reliable and fast off-loading to Ethernet via multiple bridge-mode links through its ability to dynamically adapt when connected to the backbone network without the need for user intervention		
Shall support Access Point; Bridge; Gateway; DHCP; NAT and Port Forwarding configurations		
Must support IEEE 802.11i: AES-CCMP and TKIP encryption, WPA-Personal/Enterprise, WPA2-Personal/Enterprise, 802.1x; 64/128-bit WEP; Access Control Lists; Compatible with Layer-2 and Layer-3 client/ server and peer-to-peer security solutions.		

5. WIRELESS NODE

REQUIREMENTS	TENDERER'S OFFER	DOCUMENT/PAGE NO. TO TENDERER'S TECHNICAL RESPONSE
Shall support 2.4Ghz and 5Ghz frequency bands simultaneously 2402-2482Mhz U-NII-1: 5150 – 5250 MHz U-NII-2A: 5250 – 5350 MHz U-NII-2C: 5470 – 5725 MHz U-NII-3: 5725 – 5850 MHz		
Shall contain up to two radio transceivers and up to four antenna ports		
The node Shall be resistant to extreme environmental conditions and have an enclosure ingress protection rating of IP67 (6:Dust proof ,7 Waterproof)		
Ethernet 10/100/1000 Mbps, IEEE 802.3		
Maximum power consumption of 24W (@48V)		
Shall not weight more than 3kg		
Operating Temperature 0°C to 70 °C		
Shall have a combined physical layer data rate minimum of 1.5Gbps		
Support several strong cryptographic options used for data and MAC address encryption and per hop packet authentication		
Multiple antenna port configuration with 2x2 MIMO capabilities		
Shall support PoE standard IEEE 802.3bt Type 3 or 40— 60 VDC Passive PoE		
Must Support IEEE 802.11i: AES-CCMP and TKIP encryption, WPA-Personal/Enterprise, WPA2-Personal/Enterprise, 802.1x; 64/128-bit WEP; Access Control Lists; Compatible with Layer-2 and Layer-3 client/		

server and peer-to-peer security solutions.		
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5. VIDEO COMPRESSION SOFTWARE

REQUIREMENTS	TENDERER'S OFFER	DOCUMENT/PAGE NO. TO TENDERER'S TECHNICAL RESPONSE
Minimum of 80% compression rate per stream		
Shall be able to provide reduced bandwidth consumption by at least 80% for live streaming		
Reduce surveillance footage storage requirements by at least 80%		
Shall supports most video formats such as 4K (UHDTV), 1080p (HDTV), MJPEG, H.264, H.265.		
Bidder must provide bandwidth calculation consumed by each camera: Original vs Compressed		
Bidder must provide storage calculation of their compression software: Original vs Compressed for each type of cameras for a period of 90 days.		

6. VIDEO COMPRESSION DEVICES

REQUIREMENTS	TENDERER'S OFFER	DOCUMENT/PAGE NO. TO TENDERER'S TECHNICAL RESPONSE
Intel based platform with Intel HD Graphic card		
Intel core i7 , 6-8 core 8 th Generation and above		
RAM 16GB or above		
SSD 64GB or above for OS		
Operating System: Windows 10Pro		
Storage 12TB or above		

7. VIDEO COMPRESSION SERVER

REQUIREMENTS	TENDERER'S OFFER	DOCUMENT/PAGE NO. TO TENDERER'S TECHNICAL RESPONSE
Intel based platform with Intel HD Graphic card		
Intel Core i7 4core 8 th Generation and above		
RAM 16GB and above		
SSD 128GB or above for OS		
Storage 50TB or above		
Operating System: Windows 10pro		

BILL OF QUANTITIES

SR	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Wireless Network Node	4		
2	Bullet CCTV Camera	8		
3	Dome CCTV Camera	4		
4	Network Video Recorder	1		
5	UPS 3Kva	1		
6	UPS 1KVa	4		
7	PoE Switch	4		
8	LAN Switch	1		
9	Desktop terminal	1		
10	Internet Router	1		
11	Real time monitoring screen (42")	1		
12	Antennas	16		
13	Video Compression software(to be charged per camera)	12		
14	Video Compression Devices	1		
15	Camera Mounting Pole	4		
16	Outdoor cabinet complete with electrical system & mounting accessories	4		
17	Indoor cabinet complete with electrical system & mounting accessories	1		
18	Coaxial Cables (100m)	1		
19	Ethernet CAT 6 (300m)	1		
20	Power cables 2.5mm (RGB) 300m	1		
21	Connectors RJ45	100		
22	Connectors Coaxial Cables	100		
23	Cable trunking (50m)	1		
24	PVC conduits (200m)	1		
25	Wireless node brackets	4		
26	Bullet Camera Brackets	8		
27	Dome Camera Brackets	4		
28	Antenna brackets	16		
CENTRAL COMMAND CENTER				
1	Video Compression Server	1		
2	Desktop terminal	1		
3	UPS 3Kva	1		
4	Real time monitoring screen (75")	1		
5	Central Command Furniture	1		
6	Indoor cabinet complete with electrical system	1		
SUBTOTAL FOR MATERIALS				
INSTALLATION WORKS AND ANY INCIDENTAL COSTS				
1	Provide installation costs at 30% of total cost of materials			
SUBTOTAL				

ANNUAL LICENSE FEES, MAINTENANCE AND SUPPORT OF THE SURVEILLANCE SYSTEM IN FORM OF A SERVICE LEVEL AGREEMENT (SLA)				
1	Annual cost for SLA	1 lot		
2	Annual fee for backhaul connectivity to Central Command center	1		
2	Software Upgrade licenses for Wireless Network (License for 0-20 wireless nodes)	1		
3	Microsoft Server Licenses	1		
3	Microsoft Desktop Licenses	2		
4	Antivirus and Security Licenses (Server)	1		
5	Antivirus and Security Licenses (Desktop Terminal)	2		
6	License fee for Video Compression software (to be charged per camera)	12		
SUBTOTAL				
V.A.T 16%				
GRAND TOTAL				

Authorized Signatory:

Signature:

Designation:

Date:

Stamp:

Terms of Payment

Payments shall be tied to deliverables as per the schedule below;

Sn	Description	Payment Amount
1.	Upon; i. Submission and approval of a surveillance system site map for the specific site.	30%
2.	Upon; i. Delivery, installation and configuration of the Surveillance System materials ii. Testing the system and training users at the Command Center iii. Commissioning of the surveillance system for the specific site	70%
Total		100%

SECTION VII – STANDARD FORMS

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TENDER SECURING DECLARATION FORM

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

Date: Tender No.

To:
.....
.....

I, the undersigned, declare that:

- 1. I understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
- 2. I accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of starting on, if I am in breach of my obligation(s) under the bid conditions, because I –
 - (a) have withdrawn my Bid during the period of bid validity specified in the Information to Consultants; or
 - (b) having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or
- 3. I understand that this Bid Securing Declaration shall expire if I am not the Successful tenderer, upon the earlier of:
 - (i) My receipt of a copy of your notification of the name of the successful tenderer; or
 - (ii) Twenty-eight days after the expiration of validity of my proposal.

Signed: *[insert signature of the consultant]*

Dated on day of, [insert date of signing

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

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

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

..... (Title) (Signature)

Bidder's Official Stamp

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

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

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

..... (Title) (Signature)

Bidder's Official Stamp

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 *Supply, Install, Test and Commission a Financial Reporting Tool* and has accepted a tender by the tenderer for the supply of the services in the sum of

_____ [Contract price in words in figures] (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) The Schedule of Requirements
 - (c) The General Conditions of Contract
 - (d) The Special Conditions of Contract; and
 - (e) 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 *Supply, Install, Test and Commission a Financial Reporting Tool* and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

Confidential Business Questionnaire

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies 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; Country/Town.....

Plot No. Street/Road

Postal Address..... Tel No.....Email.....

Nature of Business.....

Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any time: Kenya shillings.....

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

Give details of partners as follows:

Name in full Nationality Citizenship Details Shares

1.....

2.....

3.....

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Ksh.....

Issued Ksh.....

Give details of all directors as follows:

Name in full. Nationality. Citizenship Details*. Shares.

1.
.....

2.
.....

3.....

4.
.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in (Name of Employer) who has interest in this firm?
Yes/No..... (Delete as necessary).

I certify that the information given above is correct.
.....

(Title) (Signature) (Date)

* Attach proof of citizenship

Manufacturer's Authorization Form (Mandatory)

To: *[name and address of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of, and have the rights to manufacture, *[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 Invitation to Tender]* for the above goods manufactured by us.

[Signature for and on behalf of Manufacturer]

Tender security (Bank Guarantee)

Bank letterhead

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/Insurance Company”), 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/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company 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:
fails or refuses to execute the Contract Form, if required; or
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/Insurance Company] _____
[seal]