



**REPUBLIC OF KENYA**  
**MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT**  
**State Department for Housing and Urban Development**

**ADDENDUM II**  
**TENDER CLARIFICATIONS**  
**PROPOSED MANUFACTURE, ASSEMBLY, DELIVERY INSTALLATION &**  
**MAINTENANCE OF CCTV SYSTEM FOR THE AFFORDABLE HOUSING**  
**PROGRAM UNDER FRAMEWORK AGREEMENT**

**TENDER NO. SDHUD/784/SPPM/010/2025-26**

This is in reference to tenders' advertisement appearing in MyGov on 31<sup>st</sup> March, 2026 and Addendum 1 dated 23<sup>rd</sup> April, 2026.

<b>S/NO</b>	<b>CLARIFICATIONS</b>	<b>RESPONSE</b>
1.	Page 2, Point 3.5., Page 135 - BOQ The document mentions "more than 387 project sites" and the BOQ is asking for 482 NVRs and 5603 cameras which is on average 12 cameras per NVR. We need clarification on the actual number of sites? Is it 482 sites with 1 x NVR assumed per site?	Refer to Item 2 of the Project Data sheets. Please quote as per the provided BoQ Indicative locations for ongoing projects shall be provided to the successful bidders. Specific sites will be updated periodically during call offs.
2.	Page 2, Point 3.5. Number of Sites & Distribution "The document mentions ""project sites distributed across 47 counties"" - Can we get the list of sites per county, which adds up to the number of project sites in the answer to point 1 above. 2.1. The total number of units/sites involved 2.2. Their respective geographical locations 2.3. This will assist us in planning logistics for the site."	Refer to Item 2 of the Project Data sheets. Please quote as per the provided BoQ Indicative locations for ongoing projects shall be provided to the successful bidders. Specific sites will be updated periodically during call offs.
3.	Page 11, Point 7.1. Site Locations & Scheduling "Site visits - In the list of sites requested in our point 2 above, can you indicate which sites are available to perform a site visit. The document advises tenderers to visit and examine the project sites. We need clarification on:	Refer to Item 2 of the Project Data sheets. Please quote as per the provided BoQ

	<p>3.1. The exact locations of the sites within the Country.</p> <p>3.2. The appropriate timeline and procedure for conducting the site visits"</p>																																											
4.	<p>Page 32, ITT25.1</p> <p>Considering the number and possible spread of sites, the provided timeline is not sufficient to cover all locations; therefore, we need an extension on the deadline of the 30th April 2026 to be considered.</p>	Refer to Addendum 1																																										
5.	<p>Page 41, Point 4.2. iii.</p> <p>Table 5.001 "- CCTV: Perimeter cameras per site including accessories and structured cabling "' - Clarify perimeter cameras per site meaning all cameras connected to an NVR on a site? or is it just some of the cameras located on the perimeter of the property? Clarify the BOQ included in KES 3,900,000,000 Capped amount</p>	<p>Clause 4.2 item iii has been amended as follow: The estimates for the specified items in the bill of quantities shall be unto the rates summarized below</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Unit</th> <th>capped price</th> </tr> </thead> <tbody> <tr> <td>Network Video Recorder 16 Channels</td> <td>Item</td> <td>66,000</td> </tr> <tr> <td>Network Video Recorder 32 Channels</td> <td>Item</td> <td>97,000</td> </tr> <tr> <td>Surveillance Hard Disks 8TB</td> <td>Item</td> <td>45,000</td> </tr> <tr> <td>4MP Fixed Bullet Outdoor Camera</td> <td>Item</td> <td>45,000</td> </tr> <tr> <td>4MP Varifocal Bullet Outdoor camera</td> <td>Item</td> <td>67,000</td> </tr> <tr> <td>4MP Outdoor Speed Dome Camera</td> <td>Item</td> <td>125,000</td> </tr> <tr> <td>16 port Smart PoE Switch</td> <td>Item</td> <td>68,000</td> </tr> <tr> <td>24 port Smart PoE Switch</td> <td>Item</td> <td>135,000</td> </tr> <tr> <td>12U Wall Mount Rack</td> <td>Item</td> <td>41,000</td> </tr> <tr> <td>22U Free Standing Rack</td> <td>Item</td> <td>62,000</td> </tr> <tr> <td>2KVA Smart UPS</td> <td>Item</td> <td>58,000</td> </tr> <tr> <td>Cat 6 Outdoor UTP Cable</td> <td>LM</td> <td>144</td> </tr> <tr> <td>4Core Single Mode armored Fiber</td> <td>LM</td> <td>400</td> </tr> </tbody> </table>	Description	Unit	capped price	Network Video Recorder 16 Channels	Item	66,000	Network Video Recorder 32 Channels	Item	97,000	Surveillance Hard Disks 8TB	Item	45,000	4MP Fixed Bullet Outdoor Camera	Item	45,000	4MP Varifocal Bullet Outdoor camera	Item	67,000	4MP Outdoor Speed Dome Camera	Item	125,000	16 port Smart PoE Switch	Item	68,000	24 port Smart PoE Switch	Item	135,000	12U Wall Mount Rack	Item	41,000	22U Free Standing Rack	Item	62,000	2KVA Smart UPS	Item	58,000	Cat 6 Outdoor UTP Cable	LM	144	4Core Single Mode armored Fiber	LM	400
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6.	<p>Page 42, Point v "</p> <p>This does not align to BoQ? The below is</p>	Indicative locations for ongoing projects shall be provided to the successful																																										

	<p>quite stringent and doesn't seem to tie to any BoQ or Rate Card?</p> <p>Without knowing sites or critical areas, we cannot guarantee 100% coverage - Refer point 1,2,3 above for clarification. 99% uptime, with acceptable outage limits. This is almost impossible unless 3rd party factors like power or connectivity excluded - Clarify that power, and connectivity excluded from the scope of work?"</p>	<p>bidders. Specific sites will be updated periodically during call offs</p> <p>All other 3<sup>rd</sup> party factors have been considered</p>
7.	<p>Page 42, Point v Service life of 25 years – Clarify why this is different to the 10 years mentioned in ITT 1.1. on Page 29?</p>	<p><b>ITT 1.1:</b> reads, The procurement is under a Framework Agreement for 10 years. Packages (Callouts) are as defined in Section V – Schedule of Requirements.</p>
8.	<p>Page 62, ito iii BOQ pricing to be provided by package - Clarify what the definition of a package is? And how this relates to the BOQ on Page 135. We will require clarification on the above points before being able to complete this section.</p>	<p>Please quote as per the provided BoQ</p>
9.	<p>Page 68 to 72 - Technical Proposal To ensure we respond correctly, please provide a brief description of the requirement in each section outlined in the Technical response.</p>	<p>In the technical response, a bidder is expected to clearly describe how they will undertake the project if awarded the contract based on the parameters provided on pages 68-72</p>
10.	<p>Page 92, Investment plan template Clarify if the Ministry prepared to commit to a minimum purchase volume of cameras per year for 10-years, which is required to motivate for establishing a local manufacturing facility?</p>	<p>The Affordable Housing Programme (AHP) pipeline provides a strong and sustained demand base. Bidders are expected to establish local assembly/manufacturing capacity to meet this demand.</p>
11.	<p>Page 102 "mandatory 10-year comprehensive maintenance service (commencing after expiry of the 12-month Defects Liability Period). Upfront they talk about 20 years warranty and maintenance, here now 10 years comprehensive? Also only starting after 12-</p>	<p>Please adhere to: provision of a mandatory 10-year comprehensive maintenance Warranty (commencing after expiry of the 12-month Defects Liability Period).</p>

	<p>month Defect Liability, that's not agreeable. Maintenance starts from day it's signed off. Where are these referred to ""comply with the technical specifications contained in this tender document and with the latest editions of the relevant international and Kenyan standards""</p>	
12.	<p>Page 104, point 4.1, VMS VMS is only mentioned on page 104, point 4.1. "NVR/VMS system provided and compliant" We need clarification if the scope of work includes and off-site centralized VMS? And therefore, a requirement for off-site video recording? Or is an NVR on-site for recording video is sufficient?</p>	<p>Please quote as per the provided BoQ Any additional specifications and requirements shall be provided to the successful bidders. Specific VMS requirements will be communicated during call offs</p>
13.	<p>Page 104, point 4.3 System supports remote viewing and playback Further to the above point, page 104, point 4.3. "System supports remote viewing and playback" We need clarification if the scope of work requires remote access, is this just accessing video recording stored on the NVR? And therefore only the NVR will store video recordings?</p>	<p>Please indicate if the system supports remote viewing as per item 4.3 Yes the access is the recording stored in the NVR specified under item 5.01 of the Bills of Quantities</p>
14.	<p>Page 104, Scope of Work Other than the above points 11 and 12, are there any other remote or centralised services required?</p>	<p>Please quote as per the provided BoQ Any additional specifications and requirements shall be provided to the successful bidders. Specific VMS requirements will be communicated during call offs</p>
15.	<p>Page 106, Point 1. The requirements for Dome cameras is listed on this page, but the BOQ for pricing to be completed only mentions Bullet IP cameras. Confirm no pricing to be provided for Dome cameras.</p>	<p>Please quote as per the provided BoQ</p>
16.	<p>Page 130 Access to Engineering Diagrams  "It is indicated that the Engineer will provide only two sets of diagrams. We need clarification on:  How and when these diagrams will be shared for the two sets of drawings</p>	<p>Please quote as per the provided BoQ Any drawings and requirements shall be provided to the successful bidders. Successful Bidders will be required to issue shop drawings prior to commencement of installations</p>

	<p>specified on Pg 130 under Supplementary Information</p> <p>If additional copies are required, the procedure and the contact applicable cost for obtaining them</p> <p>Whether the diagrams provided will be sufficient for installation, or if the contractor will be expected to develop additional detailed or working drawings"</p>	
17.	<p>Page 132</p> <p>"The Contractors attention is drawn to the standards levy order which was amended on 15th October 1998. Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-up of his rates. Surely this does not apply?"</p>	<p>Please Note item 25 of the Bills of Quantities does not apply to this tender</p>
18.	<p>Page 135 - BOQ Please provide a breakdown of working assumptions which came to the quantities provided in the BOQ.</p>	<p>Please quote as per the provided BoQ</p>
19.	<p>Page 135 – BOQ "Item 1 (Cameras) indicates a quantity of 5,603, while Item 2 (Cabling) also indicates a quantity of 5,603. We kindly seek clarification on whether the cabling quantity is 5,603 metres and if the CCTV cameras are also correctly indicated with the same quantity."</p>	<p>Please quote as per the provided BoQ Provide a per meter rate for the cables</p>
20.	<p>Pge 106, sheet 114, point 1</p> <p>Clarification on whether there are approved or preferred CCTV brands, or if the selection is open provided the specified technical requirements are met.</p>	<p>There is no brand preference as long as the proposed system adheres to the specifications</p>
21.	<p>Kindly clarify whether the tender is limited to international bidders only.</p>	<p>This tenders are for both international and local bidders</p>
22.	<p>What is the commencement Period</p>	<p>SCC 8 — Time for Commencement and Completion SCC 8.1: The Contractor shall commence work on the Facilities within _____ from the Effective Date is amended to read: <b>The Contractor shall commence work on the Facilities within Thirty (30) calendar days from the Effective Date of each call-off order, or such other period as stated in the</b></p>

		<p>specific call-off order. Commencement shall mean: submission of the call-off construction programme under SCC 8.3, issuance of the factory inspection notice under Clause 1.19.2, and mobilization of the Lift Engineer-in-Charge to the project site.</p>
23.	<p>SCC 11.2 — Price Adjustment (Maintenance Component)</p>	<p>SCC 11 — Contract Price SCC 11.2: The Contract Price shall be adjusted in accordance with the provisions of the Appendix to the Contract Agreement Titled Adjustment Clause. Is amended to read:</p> <p><b>SCC 11.2: The Contract Price shall be adjusted in accordance with the provisions of Appendix 2 (Price Adjustment) to the Framework Agreement. For the avoidance of doubt, price adjustment applies to both: (a) the supply and installation component of each call-off, using the index basket specified in Appendix 2; and (b) the maintenance fee component of each call-off, using a separate index basket weighted as follows: Kenyan Consumer Price Index (Labour and Overhead component) — 60%; Steel and Components Import Price Index (as published by the Kenya National Bureau of Statistics or equivalent) — 20%; Fixed (non-adjustable) component — 20%.</b></p> <p><b>The Base Date for price adjustment for each call-off shall be the date thirty (30) days before the Effective Date of that specific call-off, not the Framework Agreement signing date.</b></p>
24.	<p>Section VII — SCC Insert as new Schedule to the SCC — INVESTMENT AND MANUFACTURING MILESTONES</p>	<p><b>NEW CLAUSE: SCHEDULE [X] — INVESTMENT AND LOCAL MANUFACTURING MILESTONES</b></p> <p>The following milestones are binding contractual obligations under SCC [NEW] (Framework Renewal and KPI-Based Continuation). Evidence for each</p>

	<p>milestone shall be submitted to the Project Manager within 14 days of the target month: Milestone M-1 (Month 3): Submit signed lease or ownership documents for Kenya facility site (minimum 2,000 m<sup>2</sup>) and local business registration certificate (KRA PIN, NCA certificate, investment permit). Consequence of failure: Written warning; Tier 2 reclassification if not cured within 30 days.</p> <p>Milestone M-2 (Month 9): Submit approved factory layout drawings and building permit; evidence of capital expenditure on facility fit-out. Consequence of failure: Demotion to Tier 2 call-off eligibility.</p> <p>Milestone M-3 (Month 18): First local assembly in Kenya; submit video evidence and independent QA inspection report to the Project Manager; KEBS/relevant certification application filed. Consequence of failure: Performance deduction of 5% of performance Security value.</p> <p>Milestone M-4 (Month 24): Full local assembly plant operational; all components passing through the Kenya facility; minimum 10 Kenyan technical staff employed on assembly; KEBS certificate of compliance submitted. Consequence of failure: Suspension of new call-off awards; risk of framework termination after 30-day cure.</p> <p>Milestone M-5 (Month 36): First call-off fulfilled using locally assembled lifts; local assembly content ≥ 40% by value certified by independent QA; KEBS periodic audit report submitted. Consequence of failure: Removal from Tier 1 preferred ranking until complied.</p>
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<p>25. <b>1. Reliance on the original tender architecture.</b>  Following the publication of the tender on 31st March, 2026 and in advance of the pre-bid meeting of 14th April, 2026, our company invested significant time and money preparing a JV bid in strict reliance on the express provisions of the tender document. In particular:</p> <ul style="list-style-type: none"> <li>• ITT 4.2 limits JV membership to two parties - typically the OEM and the local installer - without prescribing which party is to take the lead;</li> <li>• ITT 13.1(j)(3) expressly contemplates three alternative qualifying instruments - a manufacturer’s authorization, a JV agreement with a local installer, or a declaration of local manufacturer presence - each of which is on equal footing; and</li> <li>• the evaluation criteria reward “already manufacturing locally” (Criterion 4 - 8 marks) and a Board Resolution plus Investment Plan to manufacture in Kenya within 24 months (Criterion 4 - 6 marks), neither of which presupposes that the lead bidder is itself the foreign OEM.</li> </ul> <p><b>2. Executed JV agreements.</b>  On the strength of the foregoing, we have already executed a binding JV agreement with our foreign OEM partner; obtained, paid for and lodged the prescribed notarizations and apostilles on the JV deed and supporting Powers of Attorney; applied for our Tender Security in favor of the JV; mobilized our Manufacturer’s Authorization, OEM declarations and component certifications; and instructed our auditors and bankers towards the financial-capacity submissions on Forms FIN 3.1-3.3. To unwind, re-paper and re-execute the JV in favor of a different lead party at this stage is, in real terms, to begin</p>	<p><b>1. Policy Rationale for Manufacturer-Led Requirement</b>  The requirement for the manufacturer to be the lead bidder is intended to:</p> <ul style="list-style-type: none"> <li>• Support the Government’s objective of promoting local manufacturing capacity building under the Affordable Housing Programme;</li> <li>• To catalyze and anchor local manufacturing capacity in Kenya, particularly for high-value MEP components.</li> <li>• To ensure direct accountability of Original Equipment Manufacturers (OEMs) in long-term performance, warranties, and lifecycle support Facilitate technology transfer and industrial development in Kenya.</li> </ul> <p>This requirement is therefore developmental and strategic, rather than purely procedural</p> <p><b>2. CLARIFICATION ON JV OPERATIONAL STRUCTURE</b>  For avoidance of doubt:  The designation of the manufacturer as lead bidder is for policy and compliance purposes;  The manufacturer (lead bidder) may issue a <b>Power of Attorney (PoA)</b> or equivalent legally binding instrument to the JV partner;  Such PoA may authorize the JV partner to:</p> <ul style="list-style-type: none"> <li>• <b>Prepare and submit the bid;</b></li> <li>• <b>Execute the contract;</b></li> <li>• <b>Undertake installation, commissioning, and maintenance</b></li> </ul>
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<p>the bid afresh.</p> <p><b>3. Closure on 14th May, 2026.</b> The tender now closes on 14th May, 2026. The change introduced by the Addendum is not a clarification; it is a structural reallocation of responsibility, signing authority, tax residency, banking, and the chain of warranties and indemnities running between the parties. None of those instruments can be re-executed and re-notarized across jurisdictions in approximately seventeen calendar days. The practical effect is to disenfranchise tenderers who, in good faith, structured their bids in reliance on the document as published.</p> <p><b>4. Section 75 PPADA, 2015.</b> We respectfully draw the State Department's attention to Section 75 of the Public Procurement and Asset Disposal Act, 2015, which requires that, where amendments to a tender document are issued, tenderers be afforded reasonable additional time to prepare their bids. The orthodox practice in such circumstances - where the change is so material that it goes to the very root of the Structure - is to extend the submission deadline by a margin commensurate with the change, or to withdraw and re-issue the tender.</p> <p><b>5. Article 227 of the Constitution.</b> Article 227(1) requires public procurement to be fair, equitable, transparent, competitive and cost-effective. Penalizing tenderers for a JV structure they were expressly invited to adopt is the opposite of fair and equitable, and the implicit narrowing of the field to OEM-led JVs is the opposite of competitive.</p> <p>We accordingly request the Procuring</p>	<p><b>obligations.</b></p> <p>This approach ensures that, Manufacturing commitments remain secured at OEM level, while, Execution flexibility is preserved for local partners</p> <p><b>3. EFFECT ON EXISTING JV ARRANGEMENTS</b></p> <p>Bidders who have already constituted JVs are not required to fundamentally restructure their operational arrangements;</p> <p>Compliance may be achieved through:</p> <ul style="list-style-type: none"> <li>● <b>Designation of the manufacturer as lead; and</b></li> <li>● <b>Submission of an appropriate Power of Attorney or delegation instrument.</b></li> </ul> <p><b>4. CONTINUITY OF OTHER TENDER PROVISIONS</b></p> <p>All other provisions of the Tender Document and Addendum I remain unchanged.</p> <p><b>5. COMPLIANCE</b></p> <p>Bidders are advised to ensure that their submissions:</p> <p><b>Clearly indicate the manufacturer as the lead JV member; and</b></p> <p><b>Include the necessary Power of Attorney or legal authorization where applicable.</b></p> <p>The Procuring Entity remains committed to ensuring a procurement process that is fair, equitable, transparent, competitive, and cost-effective in accordance with Article 227 of the Constitution and the Public Procurement and Asset Disposal Act, 2015.</p>
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	<p>Entity to:</p> <p>(a) Withdraw the requirement that the lead JV member must be the manufacturer; or</p> <p>(b) In the alternative, expressly grandfather all JV agreements executed prior to Addendum I, and grant a tender-submission extension of not less than thirty (30) calendar days to permit those bidders who must restructure to do so without breach of the tender's notarization, apostille and signing requirements.</p>	
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All the other conditions remain the same.

**Head Supply Chain Management Services**

**For: The Principal Secretary**

**Ministry of Lands, Public Works, Housing and Urban Development**

**State Department for Housing and Urban Development.**

**P.O. Box 30119 -00100 NAIROBI, KENYA**

**Dated 30<sup>th</sup> April, 2026**