



SOMERSET

SERVICED RESIDENCE

TENDER NO: BRT-2022-01-0002

**FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING
AND MAINTENANCE OF SECURITY EQUIPMENT FOR SOMERSET
WESTVIEW NAIROBI**

JANUARY 2022

**TENDERER IS ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT
IN ITS ENTIRETY BEFORE MAKING ANY BID**

BRITAM LIFE ASSURANCE CO (K) LTD
P. O. BOX 30375 – 00100,
NAIROBI,
KENYA.

Telephone:

E-mail: procurement@britam.com

Website: www.britam.com

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ABBREVIATIONS AND ACRONYMS

BDS	Bid Data Sheet
BQ	Bills of Quantities
BRITAM	Britam Life Assurance Co(K)Ltd
DDP	Delivery Duty Paid
ERC	Energy Regulatory Commission
GoK	Government of Kenya
ICPAK	Institute of Certified Public Accountants of Kenya
JV	Joint Venture
KSh./ KES	Kenya Shillings
PM	Project Manager
VAT	Value Added Tax

SECTION I - INVITATION TO TENDER

DATE:

TENDER NO: BRT-2022-01-0002

FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING & MAINTENANCE OF AN INTEGRATED SECURITY MANAGEMENT SYSTEM

1. The Britam Insurance Company invites bids from shortlisted Tenderers for supply, installation and commissioning and maintenance of an integrated security management system.
2. Rates and Prices quoted should be net inclusive of all duties, taxes, levies and insurances (where applicable) must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for One Hundred and Twenty (120) days from the closing date of the tender.
3. **There will be a Mandatory pre-bid meeting and a Site Visit to be held as follows:**

Pre-bid Meeting:

Site Visit:

4. Completed Tender to be enclosed in a plain, sealed envelope clearly marked "TENDER NO: BRT-2022-01-0002
**FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING &
MAINTENANCE OF AN INTEGRATED SECURITY MANAGEMENT
SYSTEM**" should be dropped in the "Tender Box" at the Britam Insurance Company offices at BRITAM Centre, Mara Ragati Road and addressed as follows:

The Head of Procurement,
Britam Insurance Company,
P. o. Box 30375,
Nairobi.

Not later than 26TH January 2022(Local time) on **3.00 PM (GMT+3) in Nairobi**

5. BRITAM will open all tenders at the specified tender opening time with the tenderers' representatives who choose to attend.

SECTION II - TENDER SUBMISSION CHECKLIST

A. Tender Submission Format

This order and arrangement shall be considered as the Tender Submission Format, Non-Financial. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1.	Tender Security – Bank Guarantee or Letters of Credit (issued by Banks Licensed by the Central Bank of Kenya - CBK), Guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund.	
2.	Declaration Form	
3.	Duly completed Tender Form	
4.	Confidential Business Questionnaire (CBQ)	
5.	Duly completed Qualification Information Form and the required attachments	
6.	Proposed Work Plan (Work Method & Schedule)	
7.	Duly completed Site Visit Form	
8.	Company Profile	
9.	Copy of Certificate of Incorporation and CR12 issued not more than 6 months from the date of bid closure.	
10.	Copy of Business Permit	
11.	Copy of Valid Tax Compliance Certificate	
12.	Copy of PIN certificate	
13.	Communications Authority of Kenya (CAK) License	
14.	Catalogues and or Brochures and or Manufacturer's drawings	
15.	Manufacturer's Authorization and warranty	
16.	Proof of existence of own local workshop and ability to stock spares.	
17.	Names with full contact as well as physical addresses of previous customers of similar works and reference letters from at least four (4) of the customers	
18.	Statement on Deviations	
19.	Two Years Audited Financial Statements.	

20.	Qualification and experience of key personnel.	
21.	NCA 4 and above for security and ICT systems.	
22..	Any other document or item required by the tender document.	

NOTES TO TENDERERS

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan Registered Tenderers must provide a valid Tax Compliance Certificate.
2. Foreign Tenderers must provide equivalent documents from their country of origin as regards to Tax Compliance Certificate OR statements certifying that the equivalent documentation is not issued in the Tenderer's country of origin. The Statement(s) that equivalent documentation is not issued by the Tenderer's country should be original and issued by the Tax authorities in the respective Tenderer's country of origin.
3. Valid Registration Certificate shall be one issued by the relevant body.

SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this tender, unless the context or express provision otherwise requires: -

- a) "Date of Tender Document" shall begin with the first day and end on the last day of the month appearing on the cover page of the Tender Document.
- b) "Day" means calendar day and "month" means calendar month.
- c) "KEBS" wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.
- d) "KENAS" wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits
- e) "NCA" wherever appearing means the National Construction Authority or its successor(s) and assign(s) where the context so admits
- f) "PPOA" wherever appearing means The Public Procurement Oversight Authority or its successor(s) and assign(s) where the context so admits.
- g) Reference to "the tender" or the "Tender Document" includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.
- h) "The Procuring Entity" means Britam Insurance Company or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as BRITAM).
- i) "The Tenderer" means the person(s) submitting its Tender for the performance of Works in response to the Invitation to Tender. This may include a business name, joint venture, private or public company, government owned institution or any combination of one or more of them.
- j) Where there are two or more persons included in the expression the "Tenderer", any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.
- l) Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
- m) Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "Tenderer" the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.

- n) "Works" means the construction, repair, renovation or demolition and includes the design, supply, installation, testing and commissioning of equipment and materials, site preparation and other incidental services where applicable.

3.2 Eligible Tenderers

- 3.2.1 This Invitation to Tender is open to shortlisted Tenderers as described in the Bid Data Sheet. Successful Tenderers shall perform the Works in accordance with this tender and the ensuing contract.
- 3.2.2 All Tenderers shall comply with all relevant licensing and/or registration requirements with the appropriate statutory bodies in Kenya such as the NCA, the ERC,
- 3.2.3 Tenderers shall provide such evidence of their continued eligibility satisfactory to BRITAM as BRITAM may reasonably request.
- 3.2.4 Tenderers (including all members of a joint venture and subcontractors) shall provide a statement that they are not associated, or have not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for this project or being proposed as Project Manager for this Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender
- 3.2.5 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued **and signed** by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. BRITAM reserves the right to subject the certificate to authentication.

3.4 Declarations of Eligibility

- 3.4.1 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices
- 3.4.2 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.
- 3.4.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.5 Joint Venture

3.5.1 Tenders submitted by a joint venture (JV) of two or more firms (consortium), as partners shall comply with the following requirements: -

- a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
- b) One of the partners shall be nominated and authorized as being lead contractor. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners/directors.
- c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
 - (i) for local and citizen contractors, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
- d) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.

3.5.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in paragraph 3.5.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).

3.5.3 The JV must be in either of the following forms –

- a) A registered JV agreement. The registration may either be :-
 - (i) At the Ministry of Lands / National Land Commission.
 - (ii) At the Office of the Attorney General.
- b) A Letter of Intent to enter into a joint venture including a draft JV Agreement indicating at least the part of the Works to be executed by the respective partners.
 - a) The JV agreement should be signed by at least two directors from each company or firm that is a party to the JV.
 - b) The JV agreement must be under the company or firm seal.

- c) The Letter of Intent should be signed by at least one director from each company or firm that is a party to the intended joint venture.

3.5.4 A copy of the agreement entered into, or Letter of Intent by the joint venture partners shall be submitted with the tender.

3.6 Time for Completion of Works

The successful Tenderer will be expected to complete the Works by the required completion period as specified in the BDS.

3.7 Conflict of Interest

3.7.1 A Tenderer (*including all members of a joint venture and subcontractors*) shall not have a conflict of interest. A Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process if they: -

- a) are associated or have been associated in the past directly or indirectly with employees or agents of BRITAM or a member of the Board or committee of BRITAM.
- b) are associated or have been associated in the past directly or indirectly with a firm or company or any of their affiliates which have been engaged by BRITAM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the execution, completion and maintenance of the Works under this Invitation to Tender.
- c) Have a relationship with each other, either directly or through common third parties, that puts them in a position to have access to information about, or influence on the tender of another Tenderer, or influence the decisions of BRITAM regarding this tendering process.
- f) Submit more than one Tender in this tendering process.

3.7.2 A Tenderer will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the Works and related services that are the subject of this Tender.

3.8 One Tender per Tenderer

3.8.1 A firm or company shall submit only one Tender in the same tendering process, either individually or as a partner in a joint venture.

3.8.2 No firm or company can be a sub-contractor while submitting a Tender individually or as a partner in a joint venture in the same tendering process.

- 3.8.3 A company or firm, if acting in the capacity of sub-contractor in any Tender may participate in more than one Tender but only in that capacity.
- 3.8.4 A Tenderer who submits or participates in more than one tender (*other than as a sub-contractor or in cases of alternatives that have been permitted or requested*) will cause all tenders in which the Tenderer has participated to be disqualified.

3.9 Site Visit and Pre-Bid Meeting

- 3.9.1 The Tenderer, at the Tenderer's own responsibility is advised to visit and examine the site of Works and its surrounding and obtain all information that may be necessary for preparing the tender and entering into a contract for the Works. The cost of visiting the site shall be at the Tenderer's own expense.
- 3.9.2 BRITAM may conduct a site visit and pre-bid meeting. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage.
- 3.9.3 The Tenderer's designated representative is invited to attend a site visit and pre-bid meeting which if convened will take place at the venue and time stipulated in the BDS.
- 3.9.4 The Tenderer is requested as far as possible to submit any questions in writing or in electronic means to reach BRITAM before the pre-bid meeting.
- 3.9.5 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting will be transmitted within the time stated in the BDS to all purchasers of the Tender Document.
- 3.9.6 Non-attendance during the site visit or the pre-bid meeting will not be a cause of disqualification of the Tender.

3.10 Cost of Tendering

- 3.10.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. BRITAM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

3.11 Contents of the Tender Document

- 3.11.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.14 of these Instructions to Tenderers:
- a) Invitation to Tender
 - b) Tender Submission Checklist

- c) Instructions to Tenderers
- d) Bid Data Sheet
- e) Schedule of Requirements
- e) Bill of Quantities
- f) Summary of Evaluation Process
- g) Technical Specifications
- h) Drawings
- i) Tender Form
- j) Confidential Business Questionnaire Form
- k) Tender Security Forms
- l) Declaration Form
- m) Contract Form Agreement
- n) Performance Security Forms

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

3.11.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as —Private and Confidential.

3.12 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify BRITAM in writing or email: *procurement@britam.com* or by post at BRITAM address indicated in the Invitation to Tender. BRITAM 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 BRITAM.

Written copies of BRITAM response (*including an explanation of the query but without identifying the source of inquiry*) will be sent to all prospective Tenderers that have duly received the Tender Document.

3.13 Amendment of Documents

- 3.13.1 At any time prior to the deadline for submission of Tenders, BRITAM, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.
- 3.13.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) (hereinafter referred to or otherwise known as addendum) in writing and will be binding on them.
- 3.14.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, BRITAM, at its discretion, may extend the deadline for the submission of Tenders.

3.14 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and BRITAM, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provided that 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. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.15 Documents Comprising the Tender

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components:

- a) Declaration Form, Tender Form and Priced Bill of Quantities (BQ) duly completed.
- b) Documentary evidence that the Works and any ancillary services thereto to be performed by the Tenderer conform to the tender documents.
- c) Technical Proposal in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the Works requirements and the completion time.
 - (i) A statement of work methods i.e. Methodology.

- (ii.) Major items of equipment proposed to carry out the Contract.
 - (iii.) An undertaking that the items in c (ii) will be available for the execution of the Contract.
- d) Tender Security furnished in accordance with the Tender requirements.
- g) A detailed list of previous clients as prescribed in the BDS for similar Works on tender and their contact addresses including e-mail shall be submitted with the Tender for the purpose of reference, or for evaluation. Statement of Deviations, if any, from the tender requirements on a separate sheet of paper clearly indicating –
- (i.) the specific tender document requirement.
 - (ii.) the deviation proposed by the Tenderer.
 - (iii.) the technical specifications of the deviation.
 - (iv.) the design, if any, of the deviation.
 - (v.) justification or reason for the deviation.
 - (vi.) the Tenderer’s cost of that deviation and the Tenderer’s estimate of the
cost of complying with BRITAM’s requirement without the deviation.
- h) In case of a tender submitted by a joint venture, either of the following –
- (i.) the registered joint venture agreement, or,
 - (ii.) a Letter of Intent to enter into a joint venture including a draft JV agreement indicating at least the part of the Works to be executed by the respective partners.
- j) Any information or other materials required to be completed and submitted by Tenderers as specified in the Tender Document.

3.16 Tender Forms

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the Works to be performed, a brief Description of the Works, quantities, and prices amongst other information required.

3.17 Tender Rates and Prices

3.17.1 The Tenderer shall indicate on the Price Schedule and/or Bill of Quantities, the unit rates and prices (where applicable) and total tender price of the Works it proposes to perform under the contract.

3.17.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Price Schedule and/or BQs. Items for which no rates or price is entered by the

Tenderer will not be paid for by BRITAM when executed and shall be deemed covered by other rates and prices in the Price Schedule and/or BQs.

- 3.17.3 Prices and rates indicated on the Price Schedule and/or BQs shall be inclusive of all costs for the Works including insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of BRITAM (where applicable). No other basis shall be accepted for evaluation, award or otherwise.
- 3.17.4 Price Schedule and/or BQ rates and prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.17.5 For the avoidance of doubt, Tenderers shall quote on Delivered Duty Paid (*DDP*) basis. No other basis shall be accepted for evaluation, award or otherwise.
- 3.17.6 A price that is derived by a disclosed incorporation or usage of an internationally accepted standard formula shall be acceptable within the meaning of this paragraph.

3.18 Tender Currencies

- 3.18.1 For Works that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule and/or BQs.
- 3.18.2 The exchange rate to be used for currency conversion shall be the Britam Insurance Company selling rate ruling on the Tender closing date. (Please visit the Britam Insurance Company website).

3.19 Tenderer's Eligibility and Qualifications

- 3.19.1 Pursuant to paragraph 3.16, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to execute, complete and maintain the Works in the contract if its Tender is accepted.
- 3.19.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to BRITAM's satisfaction –

The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to BRITAM's satisfaction –

- a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's Authorization Form in the Tender Document.

- b) that the Tenderer has the financial capability necessary to perform the contract.
The Tenderer shall be required to provide -
- (i.) Audited Financial Statements (Audited Accounts) that are reported Within the last two years of the date of the tender document. The Statements must be stamped and signed by the Auditors who must be currently registered by ICPAK.
 - (ii.) For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six (6) months prior to the Date of the Tender Document. The copies should be certified by the Bank issuing the statements. The certification should be original.
 - (iv.) A valid and current Tax Compliance Certificate (TCC) issued by KRA. The Tenderer is strongly advised to confirm the authenticity of the TCC with KRA's Compliance Department to avoid rejection of its Tender.
 - (iv.) evidence of adequacy of working capital for this Contract eg. access to line(s) of credit and availability of other financial resources.
- c) That the Tenderer has the technical and/or production capability necessary to perform the contract.
- d) 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, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Technical Specifications.
- e) That the Tenderer has the technical and management capability necessary to perform the contract. These are as per the Qualification Information Form which includes: -
- (i) Documents showing qualifications and experience of key site management and technical personnel proposed for the Contract.
 - (ii) The Tenderer's undertaking that the key site management and technical personnel will be available for the contract.

- (iii) List and evidence of ownership/lease of contractor's equipment proposed for carrying out the Works.

information regarding any litigation or arbitration current or during the last five (5) years, in which the Tenderer is involved, the parties concerned and disputed amount were possible and detailed proposals for subcontracting components of the Works amounting to more than twenty percent (20%) of the Contract Price.

3.19.3 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.20 Eligibility and Conformity of Works to Tender Documents

3.20.1 The Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the Tender Document of all the Works that the Tenderer proposes to perform under the contract.

3.20.2 The documentary evidence of the eligibility of the goods shall consist of a 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.

3.20.3 The documentary evidence of conformity of the Works to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of:

- a) A detailed description of the essential technical and performance characteristics of the Works whether in brochures, catalogues, drawings or otherwise.
- b) A list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the Works for a minimum period of six months following usage of the Works after the official handing over to BRITAM, and,

- c) Duly completed Schedule of Guaranteed Technical Particulars (GTP) as per Tender Specifications demonstrating substantial responsiveness of the goods and service to those specifications and, if any, a statement of deviations and exceptions to the provisions of the Technical Specifications.
- d) Duly completed Price Schedule and/or BQs' in compliance with BRITAM's schedule of requirements and/or BQs requirements or, a Statement of Deviations and exceptions to the provisions of BRITAM's schedule of requirements and/or BQs' requirements.

For (a), (b) and (c) above, the literature, drawings and data shall be those from the Manufacturer.

3.20.3 For purposes of the documentary and other evidence to be furnished pursuant to sub-paragraphs 3.21.1, 3.21.2 and paragraph 3.22, the Tenderer shall note that standards for workmanship, material, and equipment, designated by BRITAM in its schedule of requirements and/or BQs' are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to BRITAM's satisfaction that the substitutions ensure substantial equivalence to those designated in the BQs'.

3.21 Demonstration(s), Inspection(s) and Test(s)

3.21.1 Where required, all Tenderers shall demonstrate ability of performance of the required Works in conformity with the schedule of requirements and/or Bills of Quantities.

3.21.2 BRITAM or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. BRITAM's representative(s) appointed for these purposes shall provide appropriate identification at the time of such inspection/ test.

3.21.3 The bidder shall meet the cost of demonstration, inspection and test while BRITAM shall meet the cost of it representative to the site.

3.22.4 Demonstration and/or Inspection and/or Test Report(s) shall be completed upon conclusion of the demonstration/ inspection/ tests. This Report will be considered at time of evaluation and or award.

3.22 Warranty

- 3.22.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that any part of the Works that comprises any equipment, the equipment to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.
- 3.22.2 The Warranty shall also warrant that the equipment in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the equipment under the conditions prevailing in Kenya.
- 3.22.3 The Warranty will remain valid for a minimum of two (2) years for all equipment, or any part thereof as the case may be, have been commissioned as indicated in the contract. The tenderer should sign a 3-year Service Level Agreement as part of this contract.

3.23 Tender Security

- 3.23.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the BDS.
- 3.23.2 The tender security shall be either one or a combination of the following: -
- a) an original Bank Guarantee from a commercial bank licensed by the Central Bank of Kenya (CBK) or Insurance Company that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document. The bank must be located in Kenya.
- 3.23.3 The Tender Security is required to protect BRITAM against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.24.10.
- 3.23.4 The Tender Security shall be denominated in Kenya Shillings.
- 3.23.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 3.23.6 BRITAM shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank/institution on the need to respond directly and expeditiously to queries from BRITAM. The period for response shall not exceed five (5) days from the date of BRITAM's query. Should

there be no conclusive response by the bank/institution within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.

3.23.7 Any Tender not secured in accordance with this paragraph will be rejected by BRITAM as non-responsive, pursuant to paragraph 3.35.

3.23.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -

- a) The procurement proceedings are terminated.
- b) BRITAM determines that none of the submitted Tenders is responsive
- c) A contract for the procurement is entered into.
- d) The Tenderer does not qualify for Financial Evaluation in accordance with paragraph 3.31.

3.23.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.32 and furnishing an authentic Performance Security, pursuant to paragraph 3.37.

3.23.10 The Tender Security shall be forfeited –

- a) If the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid
- b) If the Tenderer rejects a correction of an arithmetic error.
- c) If the Tenderer fails to enter into a written contract in accordance with paragraph 3.48.
- d) If the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.49.
- e) If the Tenderer fails to extend the validity of the tender security where BRITAM has extended the tender validity period in accordance with paragraph 3.25.

3.23.11 In cases of a JV bid, without prejudice to the provisions relating to a JV, the Tender Security may be in the name of any or all parties to the JV and the above provisions on Tender Security shall apply.

3.24 Validity of Tenders

3.24.1 Tenders shall remain valid for one hundred and twenty (120) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be

prescribed by BRITAM, pursuant to paragraph 3.30. A Tender that is valid for a shorter period shall be rejected by BRITAM as non-responsive.

3.24.2 In exceptional circumstances, BRITAM may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph.

3.24.3 Shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.25 Alternative Offers

Only main offers shall be considered, as alternative offers are not acceptable.

3.26 Number of Sets of and Tender Format

3.26.1 The Tenderer shall prepare two complete sets of its Tender, identifying and clearly marking the **“ORIGINAL TENDER and COPY OF TENDER” SOFT COPY OF THE SAME IN A FLASH DISK**) as appropriate. Each set shall be properly bound. The copies shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original.

3.26.2 The Tender shall be bound and divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.

3.26.3 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Formats.

3.26.4 Any Tender not prepared and signed in accordance with this paragraph, in particular sub-paragraphs 3.20.1, 3.20.2 and 3.20.3 shall be rejected by BRITAM as non-responsive, pursuant to paragraph 3.28.

3.27 Preparation and Signing of the Tender

3.27.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

3.27.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.

- 3.27.4 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.
- 3.27.5 BRITAM will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.21.
- 3.27.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by BRITAM as non-responsive, pursuant to paragraph 3.28.

Sealing and Outer Marking of Tenders

- 3.28.1 The Tenderer shall seal the Original and each Copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as —**ORIGINAL OF TENDER** and **COPY OF TENDER (SOFT COPY OF THE SAME IN A FLASH DISK)**. The envelopes or packages shall then be sealed in outer envelopes or packages.
- 3.28.3 All inner envelopes or packages shall also indicate the name and full physical, telephone, e-mail, facsimile and postal contacts of the Tenderer to enable the Tender to be returned unopened in circumstances necessitating such return including where Tenders are received late, procurement proceedings are terminated before tenders are opened.
- 3.28.4 If the envelopes or packages are not sealed and marked as required by this paragraph, BRITAM will assume no responsibility whatsoever for the Tender's misplacement or premature opening. A tender opened prematurely for this cause will be rejected by BRITAM and promptly returned to the Tenderer.

3.29 Deadline for Submission of Tenders

- 3.29.1 Tenders must be received by BRITAM by the time and at the place specified in the Invitation to Tender.
- 3.29.2 BRITAM may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of BRITAM and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.30 Modification and Withdrawal of Tenders

- 3.30.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the

Tender is received by BRITAM prior to the deadline prescribed for submission of tenders.

- 3.30.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.20, 3.21 and 3.22. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 3.30.3 No Tender may be modified after the deadline for submission of Tenders.
- 3.30.4 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security.

3.31 Opening of Tenders

- 3.31.1 BRITAM will open all tenders at its own specified time and therefore the tenderers' representatives will not be invited.

3.33 Process to be Confidential

- 3.33.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.33.2 Any effort by a Tenderer to influence BRITAM or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's tender.

3.34 Clarification of Tenders and Contacting BRITAM

- 3.34.1 To assist in the examination, evaluation and comparison of Tenders BRITAM 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.
- 3.34.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach BRITAM within one (1) days from the date of BRITAM's query. Such writing may include by electronic mail, facsimile or postal

mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.

3.34.3 Save as is provided in this paragraph and paragraph 3.26 above, no Tenderer shall contact BRITAM on any matter related to its Tender, from the time of the tender opening to the time the contract is awarded.

3.34.4 Any effort by a Tenderer to influence BRITAM in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

3.35 Preliminary Tender Evaluation

3.35.1 Prior to the detailed Technical and Financial evaluation, BRITAM will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. BRITAM's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

3.35.2 BRITAM will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in the Section VI Evaluation Criteria.

3.35.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by BRITAM and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

3.36 Minor Deviations, Errors or Oversights

3.36.1 BRITAM may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.

3.36.2 Such minor deviation -

3.29.2.1 shall be quantified to the extent possible,

3.29.2.2 shall be taken into account in the evaluation process, and,

3.29.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by BRITAM.

3.36.3 BRITAM may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.37 Technical Evaluation and Comparison of Tenders

3.37.1 BRITAM will further evaluate and compare the Tenders that have been determined

to be substantially responsive, in compliance to the Schedule of Requirements and/or BQs set out in the Tender Document and as per the prescribed Evaluation Criteria.

3.37.2 The Implementation Plan is a critical aspect of the Tender. BRITAM requires that the Works shall be performed at the time specified in the BDS. BRITAM's evaluation of a tender will also take into account the Work Plan proposed in the Tender.

3.38 Financial Capability Evaluation

3.38.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall include: -

- a) the rates and prices [which must be inclusive of insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable (where applicable) and delivery to the premises of BRITAM (where applicable) or other specified site(s).
- b) Confirming if there are any deviations in the Payment Schedule from what is specified in the Special Conditions of Contract.

3.38.2 Where other currencies are used, BRITAM will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Britam Insurance Company.

3.38.3 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 there is a discrepancy between words and figures, the amount in figures will prevail.

3.38.4 The Tenderer will be notified of the correction of the arithmetical error(s). If the Tenderer does not accept the correction of the error(s), its Tender will be rejected, and its Tender Security forfeited.

3.39 Debarment of a Tenderer

A Tenderer who gives false information in the Tender 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 BRITAM procurement.

3.39 Confirmation of Qualification for Award

- 3.39.1 BRITAM may confirm to its satisfaction whether the Tenderer that is selected as having submitted the best evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.39.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.20 as well as confirmation of such other information as BRITAM deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.39.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event BRITAM will proceed to the next best evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

3.42 Award of Contract

- 3.42.1 BRITAM will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the best evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.

3.43 Termination of Procurement Proceedings

- 3.43.1 BRITAM may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.43.2 BRITAM shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.44 Notification of Award

- 3.44.1 Prior to the expiration of the period of tender validity, BRITAM shall notify the successful Tenderer in writing that its Tender has been accepted.
- 3.44.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.44.3 Simultaneously, and without prejudice to the contents of paragraph 3.34, on issuance of Notification of Award to the successful Tenderer, BRITAM shall notify each unsuccessful Tenderer.

3.44.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank/institution and/or the Tenderer and such Bank/institution discharged of all its obligations by BRITAM prior to the expiry of its stated validity period.

3.45 Clarifications with the Successful Tenderer (s)

3.45.1 Clarifications may be undertaken with the successful Tenderer(s) relating to any or all of the following areas: -

- a) A minor alteration to the technical details of the Schedule of requirements and/or BQ's.
- b) Reduction of quantities for budgetary reasons where the reduction is in excess of any provided for in the Tender Document.
- c) Finalizing payment arrangements
- d) Mobilization arrangements e.g. operational details
- e) Agreed final delivery or Work Plan to accommodate any changes required by BRITAM.
- f) Methodology and Staffing.

3.45.2 Clarifications shall not change the substance of the Tender.

3.46 Signing of Contract

3.46.1 At the same time as BRITAM notifies the successful Tenderer that its Tender has been accepted, BRITAM will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.

3.46.2 After the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to BRITAM within that period of fourteen (14) days.

3.46.3 BRITAM shall sign and date the Contract in the period between not earlier than fourteen

(14) days from the date of notification of contract award and not later than thirty (30) days after expiry of tender validity. Further, BRITAM shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.37.

3.46.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event BRITAM shall notify the next best evaluated Tenderer that its Tender has been accepted.

3.46.5 Paragraph 3.34 together with the provisions of this paragraph 3.36 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.36.4.

3.47 Performance Security

3.47.1 Within fourteen (14) days of the date of notification of award from BRITAM, the successful Tenderer shall furnish BRITAM with a Performance Security. The Performance Security shall be denominated in Kenya Shillings and shall be valid shall be until a date sixty (60) days beyond the date of issue of the Certificate of Completion.

3.47.2 The Performance Security shall be either one or a combination of the following:

- a) An original Bank Guarantee from a commercial bank licensed by the Britam Insurance Company or Insurance that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document. The bank issuing the Bank Guarantee must be located in Kenya.

3.47.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.

3.47.4 BRITAM shall seek authentication of the Performance Security from the issuing bank or insurance. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from BRITAM. The period for response shall not exceed five (5) days from the date of BRITAM's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.

3.47.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event BRITAM may notify the next best evaluated Tenderer that its Tender has been accepted.

3.47.6 Paragraph 3.44, 3.45, 3.46 together with the provisions of this paragraph 3.47 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.47.5

3.48 Corrupt or Fraudulent Practices

3.48.1 BRITAM requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of BRITAM official in the procurement process or in contract execution;

b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of BRITAM, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive BRITAM of the benefits of free and open competition.

3.48.2 BRITAM 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.

3.48.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in BRITAM procurement.

SECTION IV - BID DATA SHEET (Appendix to Instructions to Tenderers)

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Bid Data Sheet, the provisions of the BDS shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	3.2.1 Eligible Tenderers	Shortlisted suppliers are eligible to apply
2.	3.6 Time for Completion of works	Completion Period 3 Months
3.	3.10.6 Attendance site visit meeting	<p>a. Both the pre-bid and site visit shall take place at the BRITAM’s Somerset Serviced Apartments on the 13/January/2022 at 10.00am</p> <p>b. The site visit is mandatory.</p>
4.	3.16(f) – List of Previous Customers	<p>a. The Tenderer shall submit at least three (3) reference letters signed and stamped with full contact details ie name, telephone, email and physical addresses of previous clients of similar Works evidence of satisfactory completion of the contracts and on schedule. Indicate the project amount involved in each.(Client will visit to confirm).</p>
5.	3.20 Documents of evidence of eligibility and qualification	<p>a. Manufacturer’s Authorization Form in the Tender Document.</p> <p>b. Audited Financial Statements (Audited Accounts that are the last two (2) years of the date of the tender document. The Statement must be stamped and signed by the Auditors who must be currently registered by ICPAK.</p> <p>c. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, They should submit certified copies of bank statements covering a period of at least 6 months.</p>

		<ul style="list-style-type: none"> d. A valid Tax Compliance Certificate e. Evidence of adequacy of working capital f. Evidence of technical and management capacity
6.	3.21.3 (a) Catalogues, Brochures	Catalogues, Brochures and manufacture's drawings are required.
7.	3.23.3 Warranty/ Warranty Period	2 Years for all equipment and infrastructure.
8.	3.24.1 Tender Security	Tender security shall be a fixed amount of Ksh. 1,000,000.

SECTION V

EQUIPMENT SPECIFICATIONS

A. TECHNICAL EVALUATION FOR DIGITAL VHF RADIO COMMUNICATION EQUIPMENT'S

ITEM 1: DIGITAL VHF BASE STATION

Item	Description		
1	DIGITAL VHF BASE STATION		Bidders to state will comply or not comply.
a	Radio Features:	<ul style="list-style-type: none"> • Digital • Dual Capacity direct mode • Numeric display • Digital mobile radio (DMR) standard compliant • IP54 rated • Radio management suite capability • Voice announcement 	
	General specifications		
	Channel capacity	Min 16 channels	
	Typical RF Output	VHF UHF	
	Low power	1-25w 1-25w	
	High power	25-45w 25-40w	
	Frequency	136-174MHz, 403-470MHz	
	Operating Voltage	10.8-15.6VDC, 13.2VDC Nominal	
	Current drain		
	Standby	0.81A max	
	Rx@ Rated Audio	2A max	
	Transmit	1-25W:11.0A max, 25-45W:14.5A max	
	Receiver		
	Channel Spacing	12.5 kHz / 20 kHz / 25 kHz	
	Frequency Stability (-30°C, +60°C, +25°C Ref)	± 0.5 ppm	
	Analogue Sensitivity	0.3 uV (12 dB SINAD) 0.22 uV (typical) (12 dB SINAD) 0.4 uV (20 dB SINAD)	
	Digital Sensitivity	0.25 uV (5% BER) 0.19 uV (typical) (5% BER)	
	Intermodulation	65 dB	
	Spurious Rejection	70 dB	
	Adjacent Channel Selectivity	60 dB @ 12.5 kHz, 70 dB @ 20/25 kHz	
	Rated Audio	4 W (Internal) 7.5 W (External - 8 ohms) 13 W(External - 4 ohms)	
	Audio Distortion @ Rated Audio	3% (typical)	
	Hum and Noise	-40 dB @ 12.5 kHz / -45 dB @ 20/25 kHz	
	Audio Response	+1, -3 dB	

	Conducted Spurious Emissions (TIA603D)	-57 dBm	
	Transmitter		
	Low Power Output	1-25 W	
	High Power Output	25-45 W 25-40 W	
	Modulation Limiting	± 2.5 kHz @ 12.5 kHz / ± 4.0 kHz @ 20 kHz / ± 5.0 kHz @ 25 kHz	
	FM Hum and Noise	-40 dB @ 12.5 kHz / -45 dB @ 20/25 kHz	
	Conducted / Radiated Emission	-36 dBm < 1 GHz / -30 dBm > 1 GHz	
	Adjacent Channel Power	60 dB @ 12.5 kHz / 70 dB @ 20/25 kHz	
	Audio Response	+1, -3 dB	
	Audio Distortion	3%	
	Digital Vocoder Type	AMBE +2™	
	Digital Protocol	ETSI TS 102 361-1, -2, -3	
	Frequency Stability (-30°C, +60°C, +25°C Ref)	± 0.5 ppm	
	Additional Installation Accessories and Equipment		
b	AC Power Supply Unit	13.8v @ 10-12Amps Fully regulated	
c	Base Station Antenna 6 Db omnidirectional.	Frequency 138 - 146 146 - 156 156 - 166 165- 174 MHz Gain 3 (Nominal) dBd VSWR ≤ 1,5:1 Polarization Vertical H Plane 3 dB beam width 360° deg E Plane 3 dB beam width 36° deg Rated power 150 W Impedance 50 Ω	
d	30m RG 213 Coaxial cable terminated with connectors	Impedance- 50 Ohm Coax Type- Coax attenuation at 1 GHz of 9 dB and a maximum power of 190 watts at 1 GHz.	

ITEM2: DIGITAL VHF PORTABLE RADIOS

Item	Description		
1	DIGITAL VHF PORTABLE RADIO		Bidders to state will comply or not comply.
	Radio Features:	Digital Voice Communications • Dual Capacity Direct Mode • IP Site Connect Capable • Transmit Interrupt (Decode only) • Voice Announcement • Digital Mobile Radio (DMR) Standards Compliant1 • IP54 Rated • min- 16 channels • Durable polycarbonate housing • Receive Audio Leveling • Up to 20 hours runtime	
	General specifications		
	Channel capacity	Min 16 channels	
	Typical RF Output	VHF UHF	
	Low power	1 W 1 W	
	High power	5W 4 W	
	Frequency	136-174MHz, 403-470MHz	
	Power Supply	7.5V (Nominal)	
	Battery		
	Li-Ion 1750Mah	Analogue: 10.7 hrs. / Digital: 14.4 hrs.	
	High Cap Li-Ion 2250mAH	Analogue: 15.0 hrs. / Digital: 20.0 hrs.	
	Receiver		
	Frequency	136-174 MHz 403-480 MHz	
	Channel Spacing	12.5 kHz / 20 kHz / 25 kHz	
	Frequency Stability (-30°C, +60°C, +25°C Ref)	± 1.5 ppm	
	Analogue Sensitivity (12 dB SINAD)	0.3 uV / 0.22 uV (typical)	
	Digital Sensitivity (5% BER)	0.25 uV / 0.19 uV (typical)	
	Intermodulation (TIA603D)	70 dB	
	Adjacent Channel Selectivity (TIA603D)	45 dB @ 12.5 kHz / 70 dB @ 25 kHz	
	Spurious Rejection (TIA603D)	70 dB	
	Rated Audio	0.5 W (Internal)	
	Audio Distortion @ Rated Audio	5% (3% typical)	
	Hum and Noise	-40 dB @ 12.5 kHz / -45 dB @ 25 kHz	
	Audio Response	TIA603D	
	Conducted Spurious Emissions (TIA603D) -	57 dBm	
	Transmitter		
	Modulation Limiting	± 2.5 kHz @ 12.5 kHz / ± 5.0 kHz @ 25 kHz	
	FM Hum and Noise	-40 dB @ 12.5 kHz / -45 dB @ 25 kHz	
	Conducted / Radiated Emission	-36 dBm < 1 GHz / -30 dBm > 1 GH	
	Adjacent Channel Power	60 dB @ 12.5 kHz / 70 dB @ 25 kHz	

	Audio Response	TIA603D	
	Audio Distortion	3% (typical)	
	4FSK Digital Modulation	12.5 kHz Data: 7K60F1D and 7K60FXD 12.5 kHz Voice: 7K60F1E and 7K60FXE Combination of 12.5 kHz Voice and Data: 7K60F1W	
	Digital Vocoder Type	AMBE +2™	
	Digital Protocol	ETSI TS 102 361-1, -2, -3	
	Environmental specifications		
	Operating Temperature	30°C2 / +60°C	
	Storage Temperature	-40°C2 / +85°C	
	ESD	IEC 61000-4-2 Level 3	
	Dust and Water Intrusion	IP54	
b	Other accessories	<ul style="list-style-type: none"> • 1750Mah Spare batteries • 2 wire D-style Earpiece with separate PTT wire 	

ITEM 3. RETRACTIBLE SPIKES

Scope of works includes relocation of the arm barriers and installation of the spikes at the identified location. (The total cost shall include the cost of Civil Works)

Features

- Adds high security to traffic barrier access-controlled entrances and exits.
- Robust construction built to withstand impacts from vehicles.
- High – torque DC motor for greater reliability and responsive operation.
- Selectable high security or safety modes.
- Reliable battery backup ensuring continued service even when lights go out.
- Easy to maintain.
- Traffic colored yellow spikes for high visibility.
- At least four different configurations to ensure a model for just any application.
- All moving parts are removable for easy maintenance.
- External limit switches provide for failsafe operation.
- All weather construction
- Easy to change orientation depending on traffic flow requirements.
- Supports output for robot interface.
- Variable modes and adjustable speed of operation to suit the requirements of just any installation.
- Must have a LED light strip for visibility and access control lighting.
- Can be mounted in any position, even away from the traffic barrier.
- Must be bidirectional.

ITEM 4. VISITOR MANAGEMENT SYSTEM (VMS)

Visitor Management System

- Cloud based VMS system
- Simple and intuitive to use
- Data accessibility and ability to customize to Somerset Westview needs.
- High levels of data security
- Ease and ability to pull data reports
- Should be compatible with existing access control systems, Lenel, Assa Abloy etc.

4.1 A fully integrated Visitor Management System (VMS) shall provide the ability to register, badge, track and manage visitor traffic.

4.1.1 Visitor registration shall be quick and simple and performed either at a security workstation or using a self-registration kiosk.

4.1.2 The VMS shall have the capacity to:

- a) Pre-register expected visitors through a simple web interface;
- b) Scan arriving visitors Photo ID or business card;
- c) Capture visitor's photo and/or signature;
- d) Automatically identify returning visitors, expected visitors and visitors on a watch list;
- e) Track assigned visitor access cards;
- f) Check for visitors requiring special approval;
- g) Print professional colour visitor passes with expiration date, visit area, host being visited and visit purpose;
- h) Allocate appropriate access restrictions such as clearance level, access area or visit expiry time.
- i) Automatically notify the host employee of a visitor's arrival using phone, email or real time network messaging;
- j) Integrate with access control systems to manage cardholders as hosts and provides access cards to visitors;
- k) Easily and quickly generate detailed reports of visitor traffic by employee, department or building;
- l) Sign out the visitor at the end of the visit, or in case the visitor does not sign out, notify the guardhouse, so the guard can check if the visitor has left the site.

4.1.3 The VMS will be part of the SMS and fully integrate with the access control system to assist in the production of access cards to those visitors that have been authorised.

4.1.4 Issue of Day Passes

4.1.5 The SMS shall incorporate a facility for the management and issues of temporary "day pass" access cards for authorised visitors, contractors and staff who have forgotten their card.

4.1.6 The system shall:

- a. Use a number of pre-programmed access cards with defined, but limited, access privileges shall be issued as temporary day passes.
 - b. All such temporary access cards shall automatically expire at midnight (or some other global programmed time), after which time all access shall be denied.
 - c. As part of the registration process, the operator shall have the option to set an individual expiry time, which occurs before the global expiry time (e.g. midday instead of midnight).
 - d. The temporary cards will remain inactive until activated by an authorised operator as part of the visitor/contractor registration process.
 - e. The registration and card issues process shall involve:
 - f. Verification of the persons identification and purpose on-site
 - g. Entry of the persons details into the system; and if subsequently required
 - h. Capture and storage of a photo of the person.
- 4.1.6.1 The information for such people shall be retained on the system for a period of not less than six (6) months. For regular visitors it shall be possible to retrieve the previously entered information to speed up the registration process.
- 4.1.6.2 The name of the temporary cardholder (and any other relevant details) shall be recorded and retained in the system history files. (i.e. The system history files shall not just record the card ID number and rely on the system database to retrieve the person's name and details.) In this manner it shall be possible to search the history files for all activities associated with a specific person/visitor regardless of which temporary card they were issued on specific days.
- 4.1.6.3 The system shall provide a facility to monitor the frequency of temporary access cards being issued to staff. The system shall permit the required period (e.g. 30 days), and number of times during that period, that it is acceptable for staff to be issued with temporary day passes. Once the number is exceeded the system shall automatically send a detailed violation report to designated managers, via e-mail, for their action.
- 4.1.6.4 A biometric fingerprint reader shall be installed with a centralised database that shall be used to verify the identity of staff who arrive without their access card. Use of the biometric reader shall display the matching photo and details from the cardholder database for manual verification. The staff information from the cardholder database shall be automatically transferred to the relevant fields required for the issue of a temporary day pass.
- 4.1.7 This requirement/system is not to be confused with, or replace the fingerprint readers associated with higher security areas with the biometric information stored on the smartcard)
- 4.1.7.1 The system shall enable a Color label printer to be installed, to enable photo ID labels/cards to be printed and issued with the temporary access card

BOQ/PRICE SCHEDULE

<u>REF: FINANCIAL PROPOSAL FOR SUPPLY, INSTALLATION, TESTING, COMISSIONING & SLA (Complete CCTV System) OF ADDITIONAL CCTV CAMERAS</u>					
Item	Description	Unit	Qty	Unit KSHS.	Total KSHS
1.	<p>Bosch PTZ NDP-5512-Z30L Auto Dome IP5000 HD with arm bracket.</p> <ul style="list-style-type: none"> • Imager -1/2.8" progressive scan CMOS • Effective Picture Elements: 1945 x 1097 (2.13 MP) • Lens- 30x zoom 4.5 mm - 135 mm (F1.6 - F4.4) • Optical Zoom- Field of View (FOV) 2.4° - 60.9° • Focus- Automatic with manual override • Iris Automatic with manual override Digital Zoom 16x • Video performance - Sensitivity (3100K, reflectivity 89%, 1/30, F1.6, 30 IRE) • Color - 0.0186 lux • Mono - 0.004 lux 	No.	1		
2.	<p>Bosch Flex Dome IP straight light 6000 VR. FLEXIDOME IP STARLIGHT 6000 VR Dome 2MP HDR 3-9mm auto IP66 -NIN-63023-A3S</p> <ul style="list-style-type: none"> • Input voltage: Power-over-Ethernet (48 VDC nominal) and/or +12 VDC ±10% (auxiliary) • PoE -IEEE 802.3af / 802.3at Type 1, Class 3 • Power Consumption -7.2 W max. • Current consumption- 600 mA max. (12 VDC) 200 mA max. (PoE 48 VDC) • Sensor -(1080p version) <ul style="list-style-type: none"> ▪ Sensors type -1/2.8-inch CMOS ▪ Effective pixels- 1920 (H) x 1080 (V); 2MP (approx.) • Sensor- (720p version) <ul style="list-style-type: none"> ▪ Sensors type -1/2.8-inch CMOS ▪ Effective pixels 1280 (H) x 720 (V) <p>Sensitivity Low-light technology starlight Measuring method IEC 62676 Part 5 (1/25, F1.2) Color 0.0104 lx Mono 0.0039 lx Dynamic range - HDR mode High Dynamic Range (10-bit, 3x exposure) 120 dB WDR Measured according to IEC 62676 Part 5 108 dB WDR</p>	No.	79		

3.	<p>Bosch Bullet NBE-4502-AL Bullet 2MP 2.8-12mm auto IP67 IK10 Dinion IP 4000i IR.</p> <ul style="list-style-type: none"> • Input voltage Power-over-Ethernet (48 VDC nominal); or 24 VAC ±10% / +12 VDC ±10% • PoE IEEE standard IEEE 802.3af (802.3at Type1) • Power level: Class 3 • Power consumption 950 mA (12 VDC), 750 mA (24 VAC), 260 mA (PoE) • Sensor type 1/2.8-inch CMOS • Active pixels 1937 (H) x 1097 (V); approximately 2.12MP • Video performance - Sensitivity <p>Sensitivity - (3200K, reflectivity 89%, F1.4, 30IRE) Color 0.052 lux Mono 0.008 lux With IR 0.0 lx</p> <p>Video performance - Dynamic range Wide Dynamic Range 92 dB WDR Measured according to IEC 62676 Part 5 85 dB WD</p>	No.	16		
4.	<p>Bosch IP panoramic 3600 6000 IC Fisheye- NFN-60122-F0</p> <ul style="list-style-type: none"> • Power Supply- Power-over-Ethernet 48 VDC nominal • PoE IEEE 802.3af (802.3at Type 1) • Current draw (PoE) 140 mA max. • Sensor Type 1/2.3-inch CMOS • Total sensor pixels 12MP • Used pixels (180°version) 3648 x 2160 (8MP) • Used pixels (360°version) 2640 x 2640 (7MP) • Video performance – Sensitivity – 360° lens • (3100K, reflectivity 89%, F2.8, 30IRE) • Color 0.55 lx • Mono 0.18 lx 	No.	4		
5.	<p>Bosch MIC IP HD CAMERA PTZ, With corner bracket.</p> <ul style="list-style-type: none"> • Imager 1 in. Exmor R CMOS Sensor • Effective Picture Elements (Pixels) 5544 x 3694 (20.47 MP) • Lens- 12x motorized Zoom; 9.3 mm to 111.6 mm; • F2.8 to F4.5 • Field of View (FOV)(with optic image stabilizer ON) 6.1° to 64.6° (6.1° to 64.5°) • Focus- Automatic with manual override • Iris -Automatic with manual override • Digital zoom 12X <p>Note: Super resolution zoom is always on when digital zoom is <1.5X. This feature is not available at higher zoom values.</p> <ul style="list-style-type: none"> • Video performance - Sensitivity 	No.	3		

	(3100K, reflectivity 89%, 1/30, F1.6, 30 IRE) <ul style="list-style-type: none"> • Color 0.292 lx • Monochrome 0.0110 lx 				
6.	License Plate Camera 3.8 to 6.4 m range, with day/night overview camera <ul style="list-style-type: none"> • Night Capture Imaging System ensures 24/7 performance and eliminates headlight glare • Advanced Ambient Compensation minimizes overexposed plates for improved ALPR accuracy • Adjustable imaging modes allow configuration for regional plate characteristics • Overview camera for vehicle identification 	No.	2		
7.	Bosch Camera license -SW-LNR-CH1//MBV-BXPAN-DIP.-Professional edition, max 128 channels. [Bidder to establish all licencing requirements adequate for this project and quote for the same as a LOT]	No.	Lot		
8.	Bosch DIVAR storage server DIP-73GC-16HD, management appliance, inclusive: 3U 16X12TB. <ul style="list-style-type: none"> • All-in-one recording, viewing and management solution for network surveillance systems. With 16 x 12 TB storage capacity • RAID-5 protected (standard configuration), all in-one video management solution for up to 256 channels • Out-of-the-box IP video management solution with up to 192 TB storage capacity • Advanced user and alarm management • Internal storage- HDD • HDD connectivity -SATA3 • HDD dimension -3.5 inch • Maximum internal hard drives- 16 • HDD rotation speed (rpm) -7200 rpm • Optical drive type -DVD double layer • Number of USB ports- 6 • Front: 2 USB 2.0 ports • Rear: 3 USB 3.1 ports and 1 USB-C port • Number of Ethernet ports -2 RJ45 Gigabit Ethernet LAN ports (teamed) • Network port- 1 IPMI BMC port 	+No.	1		
9.	Cisco 48 port POE switch- WS-C2960X-48LPS-L Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base <ul style="list-style-type: none"> • Product Code WS-C2960X-48LPS-L • Enclosure Type Rack-mountable - 1U • Feature Set LAN Base • Uplink Interfaces 4 x 1G SFP • Ports 48 x 10/100/1000 Ethernet Gigabit ports • Available PoE Power 370W 	No.	1		

	<ul style="list-style-type: none"> • Maximum stacking number 8 • Stack bandwidth 80G • Forwarding Performance 107.1Mpps • Switching Bandwidth 216Gbps • RAM 512 MB • Flash Memory 128 MB 				
10.	Cisco 24 port POE switch - Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base <ul style="list-style-type: none"> • Flash memory 128 MB for LAN Base and IP Lite SKUs, 64 MB for LAN Lite SKUs • DRAM 512 MB for LAN Base and 256 MB for LAN Lite • CPU APM86392 600 MHz dual core • Console ports USB (Type B), Ethernet (RJ-45) • Storage interface USB (Type A) for external flash storage • Router-switch.com 4 • Network management interface • 10/100 Mbps Ethernet (RJ-45) 	No.	4		
11.	Giganet 12U 600 *1000 CABINET	No.	Lot		
12.	Giganet CAT 6E UTP LAN indoor cable	LM	Lot		
13.	Giganet CAT 6A outdoor cable	LM	Lot		
14.	Siemons Patch panel-24 port	No.	Lot		
15.	1 M CAT 6 Patch cords	No.	Lot		
16.	Giganet Cable manager	No.	Lot		
17.	Other materials as you may require to complete the installation	No.	Lot		
18.	Installation works, labor, testing and commissioning of the CCTV Surveillance System system.	Lot	Lot		
	VHF/UHF Radio Communication				
1.	VHF Base Station (As specified in the tender document)	No.	1		
2.	VHF Portable/Mobile Radios (As specified in the tender document)	No.	20		
3.	1750Mah Spare batteries	No.	10		
4.	2 wire D-style Earpiece with separate PTT wire	No.	20		
	Traffic Control				
1.	Supply and Install retractable spikes (As specified in the tender document).	No.	1		
	Visitor Management				
1.	Supply and Install a Visitor Management System (As specified in the tender document).	No.	1		
	Contingency Amount (To be approved by both Client and Consultant)				2,500,000.00
Total Amount					

SPECIAL NOTES TO THE BILLS OF QUANTITIES

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.
2. The prices quoted shall be deemed to include for all obligations under the contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing and commissioning and all taxes (Including **16% VAT**).
3. All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.
4. The brief descriptions of the items given in the Items Specifications are for the purpose of establishing a standard to which the contractor shall adhere to. Otherwise **ONLY** brands of **European/American Standards** will be accepted.
5. Should the contractor install any material not specified here-in before receiving **approval** from the project manager, the contractor shall remove the material in question and, **at his own cost**, install the proper material.
6. The grand total of prices in the price summary page must be carried forward to the **Form of Tender. The prices shall only be placed in the financial proposal.**
7. Tenderers must enclose together with their submitted tenders, detailed colored manufacturer's Brochures detailing Technical Literature and specifications on all the equipment they intend to offer.

B). DELIVERY OF WORKS.

The works to be completed within 3 Months after signing of the contract.

SECTION VI (a)

SCHEDULE OF RATES AND PRICES

(TENDERER MUST INDICATE THE PRICES IN KENYA SHILLINGS)

NOTE:-

1. The offered unit price MUST be rounded to two decimal places. Where the Tenderer fails to round the offered unit price as required, then, the offered unit price shall be rounded down-wards to two decimal places and used for the purposes of this tender.

Notes on Pricing

1. The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work, rates and prices stated in the price schedule, which rates and prices shall cover all his obligations under the contract and all matters and things pertaining to the proper completion, maintenance and certification of the works.

NOTE

The price schedules as tabulated below serve as a guide and are not exhaustive. The bidder must itemize all items (Hardware, Software(s), Active devices, Passive devices, cabling materials etc) necessary to meet the specifications and requirements of the equipment as described elsewhere in this document.

2. The prices given shall be verified by the Tenderer as being totally inclusive of all activities required to supply the equipment in accordance with the Contract and to the approval of the Engineer or Engineer's Representative.
3. The bidder shall allow for all applicable Statutory Taxes and Duties.
4. Commissioning works shall include:
 - The charge for service engineers for onsite periods specified by the vendor.
 - Travel time and costs to and from site.
 - Any other related costs.
5. Training costs shall include:

- All other costs i.e. cost of instructors, training materials, and any other costs related shall be catered for by the contractor.

SECTION VII - SUMMARY OF EVALUATION PROCESS

Evaluation of duly submitted tenders will be conducted along the following three main stages:

-

7.1 Part I - Preliminary Evaluation Criteria Under Clause 3.35 of the ITT. These are

Mandatory requirements. This shall include confirmation of the following: -

- 7.1.1 Submission of Tender Security - Checking its validity, whether it is Original; whether it is issued as required in the tender document; whether it is sufficient, whether it is from a bank or institution, whether it is strictly in the format required in accordance with the sample Tender Security Form(s).
- 7.1.2 Submission of Declaration Form(s) duly completed and signed.
- 7.1.3 Submission and considering Tender Form duly completed, signed and stamped.
- 7.1.4 Submission and considering the following:-
 - 7.1.4.1 For Local Tenderers and subcontractors.
 - a) Company or Firm's Registration Certificate.
 - b) PIN Certificate.
- 7.1.5 That the Tender is valid for the period required.
- 7.1.6 Pre-bid meeting and Site visit form signed and stamped form by authorized staff.
- 7.1.7 Valid certificate of registration by the relevant registration body as indicated in the tender.
- 7.1.8 Submission and considering that the required number of sets (original and one (1) copy) of Tender.
- 7.1.9 Submission and considering the Confidential Business Questionnaire:-
 - a) Is fully filled.
 - b) That details correspond to the related information in the bid.
 - c) That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.

7.1.10 Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.

7.1.11 Notwithstanding the above, considering any outstanding works where applicable and the capacity indicated by the tenderer.

7.1.12 Submission of the Implementation Plan and methodology.

7.1.13 Submission of **comprehensive priced list of spares for three years**. Price shall apply after expiry of warranty period.

7.1.14 Submission of manufacturers authorization and license for genetic Unified software system.

Tenderers will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under clause 5.

7.2 Part II - Technical Evaluation under clause 3.37 of the ITT. It will include the following stages: -

Part II (a) – These are mandatory requirements

Evaluation of the following Technical information against Tender Requirements and

Specifications: -

7.2.1 Evaluation of the following technical information against Tender Requirements and Specifications: -

7.2.1.1 For goods manufactured outside Kenya, applicable relevant valid ISO 9001 certification

7.2.1.2 For goods manufactured in Kenya - valid KEBS Diamond Mark of Quality Certificate or KEBS Standardization Mark Certificate.

7.2.1.3 Type Test Certificates and their Reports or Test Certificates and their Reports from the designated bodies for full compliance with Tender Specifications

7.2.1.4 The accreditation certificate for the testing laboratory to ISO/ IEC 17025.

7.2.1.5 Manufacturer's Authorization Certificate /Form (For all active components including, IP CCTV surveillance equipment, PoE Switches, UPS, Passive Components **including all** cabling infrastructure.)

7.2.1.6 As contained in the following documents –

- a) Manufacturer's Warranty
- b) Catalogues and or Brochures and or Manufacturer's drawings
- c) Schedule of Guaranteed Technical Particulars as per Technical Specifications.

7.2.1.7 Considering the Implementation Plan and Methodology.

7.2.1.8 Submission of comprehensive priced list of spares for two years

7.2.2 Detailed Technical Evaluation

The Schedule of Mandatory Guaranteed Technical Particulars (GTP) shall be evaluated against Tender Specifications to confirm compliance of the goods and services to the specifications and evaluation of any deviations and exceptions declared by the Tenderer.

Tenderers will proceed to the next evaluation stage if they qualify in compliance with Parts II (a) above.

Part II (b) - Technical Evaluation under clause 3.20 of the ITT. It will include the following stages: The following will be scored.

No.	Description of criteria	Max Points	Awarded	Remarks
1.1	<p>Previous experience: Details of similar projects undertaken successfully within the last 5 years and evidenced by letters of reference from clients, completion certificates for the respective projects.</p> <p>a)No of Years in operations Above 5 Years – 10 marks 3-5 Years –5Marks 2-3 years –3 marks Below 2 years – 1 marks</p> <p>b)Implementation of Similar projects (attach LPOs and contract Documents) Above 3 Projects – 10 marks 2 Project’s –5marks 1 Projects – 3 marks Below2 Projects – 1 marks</p> <p>c)Value of Projects Implementation (attach LPO’s and contracts) Kshs Above 50 Million –10 marks Kshs. 20-49 Millions -7 marks Below 10-20 Millions – 2marks</p>	30		
1.2	<p>Programme of Supply Bidders should provide a Gantt chart for the supply of all equipment that includes all major milestones and details the supply, testing and delivery schedules. The points shall be</p>	20		

awarded as follows:

- i. A bidder who submits a Gantt chart that indicates a supply period of less than or equal to 24 weeks. **(20 points).**
- ii. A bidder who submits a Gantt chart that indicates a supply more than 24 weeks **(8 points).**
- iii. A bidder who does not submit a Gantt chart at all. **0 points**

No.	Description of criteria	Max Points	Awarded	Remarks
1.3	<p>Experience and qualifications of Staff scheduled for the project [certified copies of CV's, certifications and certificates including degrees shall attached]</p> <p>A bidder who presents personnel with more than 3</p> <p>i. years working experience in similar installations. (15 points)</p> <p>A bidder who presents personnel with less than 3</p> <p>ii. years working experience in similar installations qualifications. (5 point.)</p> <p>A bidder who presents personnel with</p> <p>iii. inadequate background qualifications. (0) points</p> <p>b) Academic and professional certificates and evidence of registration with any relevant professional bodies like Institute of Electrical Engineers (IEE) and others</p> <p>.</p> <p>i) Degree in Electrical engineering (Telecommunication, power or Electronic) (15 points.)</p> <p>ii) Degree in, Information Technology or computer science. (10 point.)</p> <p>)</p> <p>iii) Diploma in Electrical, Telecommunication, Electronic or information technology/computer science. (8 point.)</p> <p>iv) Craft certificate in relevant field. (5point.)</p>	30		
1.4	<p>Warranty and After Sales Service</p> <p>Bidders should provide warranties and evidence of presence of LOCAL workshop for after sale services on all equipment as specified in the tender document. The points shall be awarded as follows:</p> <p>i. A bidder who provides the stated requirements. 10 points.</p> <p>ii. A bidder who does not provides the stated requirements. 0 points.</p>	10		
1.5	<p>Training & Function Assessment Test (FAT)</p>	10		

<p>Bidders should provide a comprehensive training program for BRITAM staff as described in this tender document. The points shall be awarded as follows:</p> <ul style="list-style-type: none"> i. A bidder who provides a comprehensive training program as per BRITAM's requirements 10 points. ii. A bidder who provides a training program that only partially meets BRITAM's requirements. 3 points. iii. A bidder who will provide no training. 0 point 			
Total			

NOTE

1. A bidder must attain a score of at least 80% overall to be eligible for consideration in the financial evaluation.

2. The financial evaluation shall consist of a comparison of the price, including all costs, as well as duties and taxes payable for the equipment

7.3 Part III – Financial Evaluation under clause 3.38 of the ITT.

Evaluation of the following Financial information against Tender Requirements and Specifications: -

EVALUATION CRITERIA

- 7.3.1
- a) Confirmation of the authenticity of the submitted Tender Security
 - b) Confirmation of and considering schedule of rates and prices Bill of Quantities duly completed and signed.
 - c) Submission and Confirmation of and considering schedule of rates and prices for priced list of spares duly completed and signed.
 - d) Checking that the Tenderer has quoted prices based on all costs including insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of BRITAM or designated site(s)
 - e) Where applicable, conducting a financial comparison, including conversion of tender currencies into one common currency
 - f) Correction of arithmetical errors
 - g) Taking into account the cost of any deviation(s) from the tender requirements

7.3.2

Ascertaining financial the financial capacity through last Financial year's audited financial statements issued within the last 2 years which Statements should conform to International Accounting Standards One (IAS 1) which includes the following: -

- a) Turnover in the last Financial Year i.e. twelve months of at least 40% of the total tendered value.
- b) Checking and considering that the Tenderer's solvency ratios are acceptable to BRITAM and meet the threshold of: -

(ii) for companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, a spot **cash** balance of a minimum of 20% of the Tender Price. The same should be as evidenced in the certified copies of bank statements at least in **ALL** days of the month of the Date of the Tender Document.

7.3.4 Provide documentary evidence of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract.)

7.3.5 Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-

a) Declared maximum value *of business*

TOTAL

The Successful Tenderer shall be the one with the best evaluated overall score out of 100% = (Technical 70% + Financial 30%).

Where Financial Score = $(30\% * \text{Lowest Bid} / \text{Bid}) * 100$.

***NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Britam Insurance Company. (Visit the Britam Insurance Company website).
2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the works it offers to provide.
3. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.
4. The spot balance of 20% required will be that which is seen in the certified bank statements at least in any day of the month of the Date of the Tender Document.

ADDITIONAL INFORMATION

1. Inspection, testing and commissioning

On completion of installation, all the equipment and installations shall be inspected jointly by the Consultant, Employer and the Contractor for their correctness and completeness at the site of installation during acceptance tests.

Any other tests, as Consultant may deem fit so as to confirm the performance or to establish the compliance to technical specifications of either individual hardware items or integrated operation of Access Control system shall be conducted by the Contractor at site. Should the results of these tests show any deficiency/deviation to specifications, the contractor shall do the modification/replacement/addition necessary to make the system compliant to specifications at own cost.

All Hardware and software comprising the Security Systems installed at each of the stations within the scope of the tender shall be put on reliability test for 30 days before the Consultant issues the certificate of successful commissioning.

Taking Over

The system shall be taken over by the Employer from the contractor after the successful completion of site test and commissioning as per the tests mentioned above. A completion certificate will then be issued.

SCOPE OF WORKS

Scope of work under this section covers:

- i. The provision of labour, tools, material and performance of work necessary for the design, manufacture, quality assurance, quality control, assembly, testing, delivery at site, site storage and preservation.
- ii. Installation & commissioning.
- iii. Performance & acceptance **testing both at the Factory and at site.**
- iv. Training of Employer's personnel both local and overseas.
- v. Handing over to Employer and guarantee of the complete system, as per specification hereunder, each complete with all accessories.
- vi. Supply of spare parts and warranting trouble free safe operation of the installations,
- vii. Providing maintenance support (Including supply/replacement of spares) during the warranty period and, if desired by the Employer also during post warranty period.
- viii. Installation and commissioning of the local area network (Hardware, software and cabling) on which the system will run.
- ix. The contractor shall provide all the required equipment and services, whether explicitly mentioned in these specifications or not to fulfill the intent of the specification and to ensure the completeness, operation and maintainability of the system at no extra cost to the Employer.
- x. The Tenderer is required to submit with their offer the detailed specifications, drawings, catalogues, brochures etc. for the equipment they intend to supply.
- xi. It shall be in the scope of the tenderer to acquire any requisite authorizations or licensing from local authorities where applicable, that may be required in the course of the project

- xii. The Tenderer shall be required to present information along with their offers as follows:
- Shortest possible delivery period of the product.
 - Information on proper representative and/or equipped local workshop for back-up service/repair and certified personnel including their names and addresses.
- xiii. Installation of the Server Workstations inclusive of the attendant operating software, management software and necessary peripherals such as the mouse, keyboard and connection to a power socket outlet.
- xiv. Installation of Client Workstations inclusive of the attendant operating software, client management software and necessary peripherals such as the mouse, keyboard and connection to a power socket outlet.
- xv. Installation of Access control systems at the specified doors of the control center's which are suitable to withstand the required environment. The Access controllers will be PoE or 12VDC and be single door controllers, any loss in connection to the central database will allow each controller to act as a —stand-alone unit.
- xvi. Installation, mounting and configuration of external storage equipment.
- xvii. Installation and termination of PoE switches inclusive of all attendant Category 6a Ethernet cables, all required media converters and ftp cables.
- xviii. Conduct FATs at manufacturers premises witnessed by BRITAM Consultants.
- xix. Conduct Site Acceptance Tests as witnessed by BRITAM Consultants.
- xx. Conduct comprehensive training of BRITAM Engineers and Staff.
- xxi. Providing maintenance spares.
- xxii. Providing maintenance tools.

- xxiii. Providing at least 2-year warranty on all equipment.
- xxiv. The contractor shall ensure that before the completion of the project, at least four copies of the relevant manuals and documentation, including as built drawings are availed to BRITAM in hard copy and soft copy forms.

2. PRE-BID SURVEY

Prior to submitting the bids, bidders shall visit each of the stations accompanied by BRITAM Project Manager to ascertain for themselves the requirements for each station at own cost. During this survey, a sketch for the installations shall be carried out and the transmission requirements determined. This sketch shall indicate the location of the various components and the required mounting structures and cabling. The bidder must conduct the mandatory site survey and submit the project plan and detailed design together with the bid that should include:

- (i) Site survey report and connectivity diagrams.
- (ii) Design Documents (Network servers, storage servers, IP readers and their locations as well as power supply cabling).
- (iii) A detailed Work Breakdown Structure and project plan that outlines all tasks, milestones, durations, and resources needs.

3. Site Acceptance Tests

- 1.1. Satisfactory performance of the whole system, simulating all inputs, outputs and foreign device communications must be demonstrated to the satisfaction of BRITAM.
- 1.2. The systems TCP/IP communication shall form a mandatory part of these tests upon which their failure shall make the whole project be revoked at the contractor's cost.

IMPORTANT!

The Contractor shall provide complete test procedure for approval and acceptance by BRITAM.

The system shall be fully operable and fully tested to the satisfaction of BRITAM. The tests to be carried out by the Contractor shall include a total system test, as detailed below, verifying all inputs and outputs for correct operation, the operation of external alarms and external communications interface.

The system tests shall be carried out on the complete system.

The following headings are recommended as minimum requirement and shall be developed in detail during implementation of the test procedures.

- i. Inspection of equipment
- ii. Power Supply Variations
- iii. Functional Tests including:
 - Operating Software Control functions.
 - Failure and interaction between systems.
 - Systems Diagnostic Tests, including self-test facilities.
 - System functional and fault alarms.
 - Offline and online operation without system fail

4. Pre-Commissioning & Commissioning

i. Pre-commissioning

It shall be the responsibility of the Contractor to carry out tests / inspections necessary to prepare the installations for commissioning and site acceptance tests.

Such tests and inspections shall be carried out on individual equipment and in groups where possible. BRITAM reserves the right to attend such tests.

ii. Commissioning

- It shall be the Contractor's responsibility to prepare a commissioning Specification for approval by BRITAM prior to the equipment being shipped.
- The Contractor may be required to have engineers on site during the commissioning of the plant. These engineers shall be authorized to carry out any modifications or repairs as may become necessary, and shall be competent to do so.
- On completion of commissioning, the entire system will be subject to final site acceptance tests that are a repeat of the factory acceptance tests and any other tests as proposed by the purchaser that could not have been achieved during the FAT.
- The Contractor shall be responsible for updating all As-Built documentation and drawings.

5. Documentation

The following documentation must be supplied before installation

- i. Electrical drawing as provided by the client.
- iii. Cable Layout drawings as provided by the client.
- iv. Equipment modules manuals
- v. Functional Design Specification- Approved PLAN

The following documentation must be supplied after installation and commissioning

- i. Functional Design Specification- Approved AS-BUILT.
- ii. Electrical drawing - as provided by the client.
- iii. Cable Layout drawings as provided by the client.

6. Training

- i. The training shall be offered to selected staff from Engineering, operations and Security Department as per the clients requirement.
- ii. The selected staff shall possess minimum technical qualifications / knowledge to understand systems.
- iii. The methodology of the training shall be developed on the vendor's experience in the design, construction, operation and maintenance of Surveillance systems
- iv. The methodology of training shall include the following as a minimum:

- Two week classroom training with slide presentation and written materials
- Field training at site
- Furnishing the final report with comments to be followed up for the improvement of staff skills.
- Provision of certificates to participants who attend the full training.

7. The basic structure of the training shall include, as a minimum:

- Operation and maintenance of the complete CCTV system.
- The Vendor shall provide a concise training programme with the quote for approval by BRITAM.

- The Vendor shall include the training duration in the training programme. Training shall be conducted in English

8. Site Acceptance Tests

- Satisfactory performance of the whole system, simulating all inputs, outputs and foreign device communications must be demonstrated to the satisfaction of BRITAM.
- The systems TCP/IP communication shall form a mandatory part of these tests upon which their failure shall make the whole project be revoked at the contractor's cost.

IMPORTANT!

The Contractor shall provide complete test procedure for approval and acceptance by BRITAM.

The system shall be fully operable and fully tested to the satisfaction of BRITAM.

The tests to be carried out by the Contractor shall include a total system test, as detailed below, verifying all inputs and outputs for correct operation, the operation of external alarms and external communications interface.

The system tests shall be carried out on the complete system.

The following headings are recommended as minimum requirement and shall be developed in detail during implementation of the test procedures.

- iv. Inspection of equipment
- v. Power Supply Variations
- vi. Functional Tests including:
 - Operating Software Control functions.
 - Failure and interaction between systems.
 - Systems Diagnostic Tests, including self-test facilities.
 - System functional and fault alarms.
 - Offline and online operation without system fail

SECTION XII - STANDARD FORMS

- (i) Form of Tender
- (ii) Confidential Business Questionnaire
- (iii) Tender Security Form (Bank OR Insurance Guarantee)
- (iv) Declaration Form
- (v) Performance Security Form (Bank OR Insurance Guarantee)
- (vi) Letter of Acceptance
- (vii) Qualification Information Forms
- (viii) Details of Proposed Sub-Contractors
- (ix) Site Visit Form
- (x) Manufacturers Authorization Form
- (xi) Supplier Evaluation Form

SECTION XIII - TENDER FORM

Date:.....

Tender No.....

To:

BRITAM INSURANCE COMPANY

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply, deliver, install, test and commission *(insert goods description)* in accordance and conformity with the said tender document for the sum of*(total tender amount inclusive of all taxes in words and figures)* or such sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the performance security of a licensed commercial bank in Kenya in a sum equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by Britam Insurance Company.

- 4.* We agree to abide by this Tender for a **period of.....days (Tenderer please indicate validity of your tender)** from the date fixed for tender opening as per the Tender Document, 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 not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. BRITAM requires a validity period of at One Hundred and Twenty (120) days.
2. This form must be duly completed, signed, stamped and/or sealed.

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 addressTel No.Fax Email

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.

Date..... Signature of Candidate.....

NOTES TO THE TENDERERS ON THE QUESTIONNAIRE

- 1. The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.
- 2. If a Kenyan citizen, please indicate under “Citizenship Details” whether by birth, naturalization or registration.
- 3. The details on this Form are essential and compulsory for all Tenderers. **Failure to provide all the information requested shall lead to the Tenderer’s disqualification.**
- 4. For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin *of the Tenderer.*

TENDER SECURITY FORM – (BANK / INSURANCE GUARANTEE)

(To Be Submitted On Bank's Letterhead)

Date:

To:

Britam Insurance Company

WHEREAS (*name of the Tenderer*) (*hereinafter called "the Tenderer"*) has submitted its Tender dated for the supply, installation, Testing and commissioning of..... (*please insert BRITAM tender no. and name*) (*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 Britam Insurance Company (*hereinafter called "BRITAM" which expression shall where the context so admits include its successors-in-title and assigns*) in the sum of for which payment well and truly to be made to the said BRITAM, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being (*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 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 date below.

This guarantee is valid until theday of.....20.....

EITHER

SEALED with the)
COMMON SEAL)

of the said **BANK**) _____
thisday) **BANK SEAL**
of20....)

in the presence of :-)

_____)

and in the presence of:-)

_____)

OR

SIGNED by the **DULY AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
the **BANK**

Name(s) and Capacity (ies) of duly authorised representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorised person(s)

NOTES TO TENDERERS AND BANKS

1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by BRITAM. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.
2. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from BRITAM. The period for response shall not exceed five (5) days from the date of BRITAM's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.
3. **The issuing bank should address its response or communication regarding the bond to BRITAM at the following e-mail address –
"procurement@britam.com"**
4. The Tender validity period is One Hundred and Twenty (120) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by BRITAM. Therefore the Tender Security must at all times be valid for at least thirty (30) days beyond the tender validity period.

TENDER SECURITY FORM

(To Be Submitted On Institutions Letterhead)

Date:

To:

Britam Insurance Company

WHEREAS.....(hereinafter called —the Contractor) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Contractor’s date of Tender taken from the Tender Form*) to supply(*description of the Works*) (hereinafter called —the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Institution’s guarantee by an acceptable Institution for the sum specified therein as security for compliance of the Contractor’s performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of..... (*amount of the guarantee in words*

and figures) and we undertake to pay you, upon your first written demand declaring the Contractor 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 theday of.....20....

EITHER

SEALED with the
COMMON SEAL

of the said **INSTITUTION**)

)
this.....day)

of20)

in the presence of:)

)

)

)

)

)

)

and in the presence of:)

)

)

)

)

OR

SIGNED by the **DULY AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
the **INSTITUTION**

Name(s) and Capacity(ies) of duly authorized representative(s)/ attorney(s) of the
Institution.

Signature(s) of the duly authorized person(s)

NOTES TO SUPPLIERS AND INSTITUTIONS

1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Contractor. If any are made, the Bond may not be accepted and shall be rejected by BRITAM. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.
2. BRITAM shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing institution on the need to respond directly and expeditiously to queries from BRITAM. The period for response shall not exceed five (5) days from the date of BRITAM's query. Should there be no conclusive response by the Institution within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified.

TENDER SECURITY
FOR BANK OR INSURANCE

The Mandatory Conditions to be included in the Letters are in two parts, A and B.

Part A

Form of Documentary credit - —Irrevocable Standby

Applicable rules - —Must be UCP Latest Version i.e. Uniform Customs and Practices (UCP) 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank.

The SBLC should be available – —By Payment

Drafts should be payable at - —SIGHT

Documents required -

1. Beneficiary's signed and dated statement demanding for payment under the letter of credit no..... (Insert LC No.) as.....(Name of applicant) (hereinafter called the —Tenderer) indicating that the —Tenderer" has defaulted in the obligations of the Tenderer as stated by the Beneficiary.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the applicant.
2. There should be no conditions requiring compliance with the specific regulations or a particular country's Law and regulations.

Charges - All bank charges are for the account of the applicant.

*Confirmation instructions – (See notes below)

Part B

The proceeds of these Letters are payable to
BRITAM -

- a) if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid.
- b) if the Tenderer rejects a correction of an arithmetic error
- c) if the Tenderer fails to enter into a written contract in accordance with the Tender Document
- d) if the successful Tenderer fails to furnish the performance security in accordance with the Tender Document.
- e) If the Tenderer fails to extend the validity of the tender security where BRITAM has extended the tender validity period in accordance with the Tender Document.

NOTES TO TENDERERS AND BANKS

1. Please note that should the Tender Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by BRITAM. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the Tender.
2. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to any queries from BRITAM. The period for response shall not exceed five (5) days from the date of BRITAM's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.
3. **The issuing bank should address its response or communication regarding the bond to BRITAM at the following e-mail address –
"procurement@britam.com"**
4. The Tender validity period is ninety (90) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by

BRITAM. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.

5. All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.

DECLARATION FORM

Date _____

To:

Britam Insurance Company

KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) _____

_____ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are not associated with any other Tenderer participating in this tender.
- f) That I/ We do hereby confirm that all the information given in this Tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer

CONTRACT AGREEMENT FORM

THIS AGREEMENT made this.....day of.....**20....** **BETWEEN THE BRITAM INSURANCE COMPANY**, a limited liability company duly incorporated under the Companies Act, Chapter 486 of the Laws of Kenya, with its registered office situated at in the Republic of Kenya and of..... in the Republic aforesaid (*hereinafter referred to as "BRITAM"*) of the one part,

AND

..... (*Contractor's full name and principal place of business*) a duly registered entity according to the laws of..... (*state country*) and of Post Office Box Number..... (*full address physical and postal of Contractor*) in the Republic aforesaid, (*hereinafter referred to as the "Contractor"*) of the other part;

WHEREAS BRITAM invited tenders for certain works, that is to say for (**BRITAM insert description of Works**) under Tender Number..... (**BRITAM insert tender number**)

AND WHEREAS BRITAM has accepted the Tender by the Contractor for the services in the sum of (**BRITAM specify the total amount in words which should include** insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable *where applicable* (*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 and the Tender Document.

2. Unless the context or express provision otherwise requires: -
- a) reference to —this Agreement|| includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
 - b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
 - c) the Official Purchase Order shall also mean the Official Order or Local Purchase Order.
 - d) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - e) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “*Contractor*” the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.
 - f) where there are two or more persons included in the expression the “*Contractor*” any act default or omission by the Contractor shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by BRITAM to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with BRITAM to perform and Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. BRITAM hereby covenants to pay the Contractor in consideration of the proper performance and 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.

5. The following documents shall constitute the Contract between BRITAM and the Contractor and each shall be read and construed as an integral part of the Contract: -
 - a) this Contract Agreement
 - b) Letter of Acceptance dated
 - c) General Conditions of Contract
 - d) Special Conditions of Contract
 - e) Official Purchase Order where applicable
 - f) Technical Specifications
 - g) Drawings
 - h) Bill of Quantities/Schedule of Requirements
 - i) Implementation Plan (work methods and schedule)
 - j) BRITAM's Notification of Award dated.....
 - k) Tender Form signed by the Contractor
 - l) Declaration Form signed by the Contractor/ successful Tenderer
 - m) Warranty

6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.

7. The Commencement date shall be the working day immediately following the fulfillment of all the following: -
 - a) Execution of this Contract Agreement by BRITAM and the Contractor.
 - b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by BRITAM.
 - c) Issuance of the Official Order by BRITAM to the Contractor.
 - d) Where applicable, Opening of the Letter of Credit by BRITAM.

8. The period of contract validity shall begin from the Commencement date and end at the expiry of the Defects Liability Period.
Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.

9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
11. No failure or delay to exercise any power, right or remedy by BRITAM shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local contractors and five (5) days for Foreign contractors.
14. For the purposes of Notices, the address of BRITAM shall be Company Secretary,
The
....., Post
Nairobi, Kenya, Facsimile
The address for the Contractor shall be the Contractor's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

SIGNED for and on behalf
of **BRITAM INSURANCE COMPANY**

SEALED with the **COMMON SEAL**
of the **CONTRACTOR**
in the presence of:-

DIRECTOR

Affix Contractor's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

PERFORMANCE SECURITY FORM (BANK /INSURANCE GUARANTEE)

(To Be Submitted On Bank's Letterhead)

Date:

To:

BRITAM INSURANCE COMPANY

WHEREAS.....(hereinafter called —the Contractor) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Contractor's date of Tender taken from the Tender Form*) to supply(*description of the works*) (hereinafter called —the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a guarantee;

THEREFORE WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of..... (*amount of the guarantee in words and figures*) and we undertake to pay you, upon your first written demand declaring the Contractor 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 theday of.....20....

EITHER

SEALED with) _____
the COMMON) BANK SEAL
SEAL of the said
BANK this

.....
...day

of)
.....20....)

in the presence of :-
_____)
_____)

and in the presence of:-)
_____)

OR

SIGNED by the **DULY AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
the **BANK**

Name(s) and Capacity(ies) of duly authorized representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorized person(s)

NOTES TO CONTRACTORS AND BANKS

1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond

may not be accepted and shall be rejected by BRITAM. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.

2. BRITAM shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from BRITAM. The period for response shall not exceed five (5) days from the date of BRITAM's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified.
3. The issuing Bank should address its response or communication regarding the bond to BRITAM at the following e-mail address – "procurement@britam.com"

PERFORMANCE SECURITY (LC)
FROM BANK OR INSURANCE

Mandatory Conditions that should appear on the Performance Security (LC).

Form of Documentary credit - —Irrevocable Standby

Applicable rules - —Must be UCP Latest Version i.e. UCP 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank.

The SBLC should be available – —By Payment

Drafts should be payable at - —SIGHT

Documents required -

1. Beneficiary's signed and dated statement demanding for payment under the letter of credit no..... *(Insert LC No.)* as.....*(Name of Applicant)* (hereinafter called the —Contractor) indicating that the —Contractor has defaulted in the performance and adherence to and performance of the contract between the Beneficiary and the Contractor.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the Applicant.
2. (Include) that there should be no conditions requiring compliance with the specific regulations or a particular country's laws and regulations.

Charges - All bank charges are for the account of the Applicant.

Confirmation instructions – (See notes below)

NOTES TO CONTRACTORS AND BANKS

1. Please note that should the Performance Security (LC) omit any of the above conditions

the LC shall not be accepted and shall be rejected by BRITAM. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the tender and Contract.

2. BRITAM may seek authentication of the Performance Security (LC) from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from BRITAM. The period for response shall not exceed five (5) days from the date of BRITAM's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security (LC) may be deemed as invalid and the Contract nullified.
3. **The issuing bank should address its response or communication regarding the bond to BRITAM at the following e-mail address**
"procurement@britam.com"
4. All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.

LETTER OF ACCEPTANCE
[letter-head paper of the Employer]

_____ [date]

To: _____
 [*name of the Contractor*]

 [*address of the Contractor*]

Dear Sir,

This is to notify you that your Tender dated
_____ for the execution of

_____ *[name of the Contract and identification number, as given in the Tender documents]* for the
Contract Price of (Indicate Currency) _____ *[amount in*
figures] (Indicate Currency) _____ *(amount in words)*] in
accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in
accordance with the Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment : Agreement.

SITE VISIT/PRE-BID MEETING FORM

CONFIRMATION OF PRE-BID MEETING /SITE VISIT

Name of Tenderer.....

Date of Visit.....

Name, position and signature of the Tenderer's staff visiting the site.

Name:.....

Position.....

Qualification

Signature..... Tenderer's Official Stamp.....

Site Visit conducted by Employer's Authorized Officer's

Name

Signature.....

MANUFACTURER'S AUTHORIZATION FORM

(To Be Submitted On Manufacturer's Letterhead)

To:
BRITAM INSURANCE COMPANY PLC

WHEREAS WE (*name of the manufacturer*) who are established and reputable manufacturers of
(*name and description of the goods*) having factories at (*full address and physical location of factory(ies) where goods to be supplied are manufactured*) do hereby confirm that
(*name and address of Supplier*) is authorized by us to transact in the goods required against your Tender (*insert reference number and name of the Tender*) in respect of the above goods manufactured by us.

WE HEREBY extend our full guarantee and warranty as per the Conditions of Contract for the goods offered for supply by the above firm against the Invitation to Tender.

DATED THIS..... DAY OF.....20.....

Signature of duly authorized person for and on behalf of the Manufacturer.

Name and Capacity of duly authorized person signing on behalf of the Manufacturer

NOTES TO TENDERERS AND MANUFACTURERS

Only a competent person in the service of the Manufacturer should sign this letter of authority.