



## **TENDER NO.KP1/9AA-2/OT/15/SS/16-17**

**FOR DESIGN, SUPPLY, INSTALLATION, TESTING, COMMISSIONING, SERVICE  
AND MAINTENANCE OF IP SURVEILLANCE (CCTV) AND INTRUDER ALARM  
SYSTEMS AT RUARAKA COMPLEX AND ELDORET DEPOT  
(OPEN TENDER)**

**SEPTEMBER 2016.  
(E-PROCUREMENT SYSTEM)**

**ALL CANDIDATES ARE ADVISED TO READ CAREFULLY THIS TENDER  
DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID**

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## **ABBREVIATIONS AND ACRONYMS**

BDS	Bid Data Sheet
BQ	Bills of Quantities
CBK	Central Bank of Kenya
CC	Conditions of Contract
DDP	Delivery Duty Paid
ERC	Energy Regulatory Commission
GoK	Government of Kenya
ICPAK	Institute of Certified Public Accountants of Kenya
JV	Joint Venture
KPLC	The Kenya Power & Lighting Company Limited
KSh./ KES	Kenya Shillings
PM	Project Manager
PPDA 2005	Public Procurement and Disposal Act, 2005
PPOA	Public Procurement and Oversight Authority
VAT	Value Added Tax

**SECTION I**  
**INVITATION TO TENDER**

**SEPTEMBER 2016**

**TENDER NO KPI/9AA-2/OT/15/SS/16-17  
FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF IP  
SURVEILLANCE (CCTV) AND INTRUDER ALARM SYSTEMS RUARAKA  
COMPLEX AND ELDORET DEPOT**

1.1 The Kenya Power & Lighting Company Ltd (KPLC) invites bids from eligible Tenderers for **Design, Supply, Installation, Testing & Commissioning of IP surveillance (cctv) and Intruder Alarm Systems at Ruaraka complex and Edoret depot, tender No: KPI/9AA-2/OT/15/SS/16-17** interested eligible Tenderers may obtain further information from the **General Manager, Supply Chain**, The Kenya Power & Lighting Company Ltd at Stima Plaza, 3<sup>rd</sup> Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.

1.2 Tender documents detailing the requirements may be viewed at KPLC E-Procurement web Portal found on the KPLC website beginning on **30<sup>th</sup> September, 2016**.

**\*1.3 Submission of Tender documents**

Completed Tenders are to **be saved as PDF documents FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF IP SURVEILLANCE (CCTV) AND INTRUDER ALARM SYSTEMS AT RUARAKA COMPLEX AND ELDORET DEPOT and submitted in the KPLC E-Procurement Web Portal found on the KPLC website (www.kplc.co.ke) so as to be received on or before 24<sup>th</sup> October, 2016 at 10.00 a.m. ( note: This is a Central Office tender )**.

1.4 Prices quoted should be net inclusive of all taxes and delivery (where applicable) must be in Kenya Shillings for local bidders and shall remain valid for one hundred and twenty (**120**) days from the closing date of the tender.

1.5 Tenders will be opened promptly thereafter (**24<sup>th</sup> October, 2016 at 10.30 a.m.**) in the presence of the Tenderer's or their representatives who choose to attend in KPLC Auditorium at Stima Plaza, Kolobot Road, Parklands, Nairobi.

1.6 There will be a mandatory Pre-bid meeting on **12<sup>th</sup> October, 2016 at 11.00 a.m.** at **Eldoret KPLC depot, and on the 18<sup>th</sup> October, 2016 at 11.00 a.m. at Ruaraka KPLC-Complex** to brief the prospective bidders of what the tender entails and what's expected of them.

## 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 (issued by Banks Licensed by the Central Bank of Kenya),	
2	Declaration Form (separate forms for the Alarm and CCTV)	
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	Copy of Contractor’s Certificate of Incorporation	
9	Copy of Subcontractor’s Certificate of Incorporation	
10	Copy of Contractor’s Certificate of Registration for the relevant category from the National Construction Authority	
11	Copy of Subcontractor’s Certificate of Registration for the relevant category the National Construction Authority ( <b>where applicable</b> )	
12	Copy of Valid Tax Compliance Certificate	
13	Copy of PIN certificate	
14	Type Test Certificates and their Reports and or Test Certificates and their Reports	
15	Copy of accreditation certificate for the testing laboratory as per ISO/ IEC 17025,	
16	Valid and current ISO 9001 Certificates or for locally manufactured or produced goods, valid Diamond Mark of Quality Certificate or Standardization Mark Certificates from the Kenya Bureau of Standards (KEBS).	
18	Catalogues and or Brochures and or Manufacturer’s drawings	
19	Duly completed Schedule of Guaranteed Technical Particulars	
20	Manufacturer’s Authorisation and warranty	
21	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	

22	Names with full contact as well as physical addresses of previous customers of similar goods and reference letters from at least four (4) of the customers	
23	Statement on Deviations	
24	Valid copy of certificate of confirmation of directorship and shareholding issued and signed by registrar of companies or registrar of business names (for local tenderers).	
25	Price Schedule and/or Bill of Quantities	
26	Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document. <i>(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).</i>	
29	Any other document or item required by the tender document. (The Tenderer shall specify such other documents or items it has submitted)	

### **\*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 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 Tenderer's country of origin.
3. Valid Registration Certificate shall be one issued by the relevant body including the **National Construction Authority (NCA-5)**.

## **TABLE OF PARAGRAPHS ON INSTRUCTIONS TO TENDERERS**

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## **SECTION III - INSTRUCTIONS TO TENDERERS (ITT)**

### **3.1 Definitions**

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

- a) *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 there-under.*
- b) *“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.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“NCA” wherever appearing means the National Construction Authority or its successor(s) and assign(s) where the context so admits*
- g) *“PPOA” wherever appearing means The Public Procurement Oversight Authority or its successor(s) and assign(s) where the context so admits.*
- h) *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.*
- i) *“The Procuring Entity” means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- j) *“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.*
- k) *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 of*

*buildings, roads or other structures 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 all Tenderers eligible 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 The classification of eligibility shall be in accordance with that maintained by Kenya's NCA or its successor responsible for the classification of contractors.
- 3.2.3 Government or government owned institutions in Kenya may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependant agency of the Government.
- 3.2.4 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, the National Treasury, the County Treasury or any other relevant authority.
- 3.2.5 Tenderers shall provide such evidence of their continued eligibility satisfactory to KPLC as KPLC may reasonably request.
- 3.2.6 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
- 3.2.7 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. KPLC reserves the right to subject the certificate to authentication.

### **3.3 Ineligible Tenderers**

- 3.3.1 Notwithstanding any other provisions of this tender, the following are not eligible to participate in the tender:-
- a) KPLC's employees, its Board or any of its committee members.
  - b) Any Cabinet Secretary of the Government of the Republic of Kenya (GoK)
  - c) Any public servant of GoK.
  - d) Any member of a Board or Committee or any department of GoK.
  - e) Any person appointed to any position by the President of Kenya.
  - f) Any person appointed to any position by any Cabinet Secretary of GoK.
- 3.3.2 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.3.1 is also ineligible to participate in the tender. In

addition, a Cabinet Secretary shall include the President, Deputy-President or the Attorney General of GoK.

### **3.4 Declarations of Eligibility**

- 3.4.1 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in sub-paragraphs 3.3.1 and 3.3.2 above.
- 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 or,

- (ii.) At the Office of the Attorney General, or
- (iii.) NCA

- 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 Source of Funding**

KPLC has set aside funds during the present financial year. It is intended that part of the proceeds of funds will be applied to cover the eligible payments under the ensuing contract for these Works.

### **3.8 Conflict of Interest**

3.8.1 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 KPLC or a member of the Board or committee of KPLC
- 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 KPLC 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 controlling shareholders in common
- d) Receive or have received any direct or indirect subsidy from any of them
- e) 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 KPLC regarding this tendering process
- f) Submit more than one Tender in this tendering process.

3.8.2 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.

### **3.9 One Tender per Tenderer**

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

3.9.2 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.

3.9.3 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.

3.9.4 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.

### **3.10 Site Visit and Pre-Bid Meeting**

3.10.1 The Tenderer, at the Tenderer's own responsibility and risk 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.

3.10.2 KPLC 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.

3.10.3 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.

3.10.4 The Tenderer is requested as far as possible to submit any questions in writing or by electronic means to reach KPLC before the pre-bid meeting.

3.10.5 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.

3.10.6 Non-attendance during the site visit or the pre-bid meeting will not be a cause of disqualification of the Tender unless specified to the contrary in the BDS.

### **3.11 Cost of Tendering**

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

3.11.2 The price to be charged for the Tender Document shall be as indicated in the Invitation to Tender but in any case not exceeding KSh 1,000/=.

### **3.12 Contents of the Tender Document**

3.12.1 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) *General Conditions of Contract*
- h) *Special Conditions of Contract s*
- i) *Technical Specifications*
- j) *Drawings*
- k) *Tender Form*
- l) *Confidential Business Questionnaire Form*
- m) *Tender Security Forms*
- n) *Declaration Form*
- o) *Contract Form Agreement*
- p) *Performance Security Forms*

3.12.2 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.

3.12.3 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".

### **3.13 Clarification of Documents**

A prospective Tenderer requiring any clarification of the Tender Document may notify the Supply Chain Manager (Procurement) in writing or by post at KPLC's address indicated in the Invitation to Tender. KPLC 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 KPLC.

Written copies of KPLC's 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.

### **3.14 Amendment of Documents**

3.14.1 At any time prior to the deadline for submission of Tenders, KPLC, 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.

- 3.14.2 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, KPLC, at its discretion, may extend the deadline for the submission of Tenders.

### **3.15 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 KPLC, 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.

### **3.16 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. Those details should include the following:-*
  - (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*
- e) *Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with the Tender requirements.*
- f) *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*
- g) *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 KPLC'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*

### **3.17 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.

### **3.18 Tender Rates and Prices**

- 3.18.1 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.
- 3.18.2 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 KPLC when executed and shall be deemed covered by other rates and prices in the Price Schedule and/or BQs.
- 3.18.3 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 KPLC (where applicable) or other specified site(s). No other basis shall be accepted for evaluation, award or otherwise.
- 3.18.4 Price Schedule and/or BQ rates and prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.18.5 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.
- 3.18.6 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.

### **3.19 Tender Currencies**

- 3.19.1 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.

3.19.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate ruling on the Tender closing date. *(Please visit the Central Bank of Kenya website).*

### **3.20 Tenderer's Eligibility and Qualifications**

3.20.1 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.

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

The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC'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 eighteen (18) calendar months 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.) *employment records including contracts of employment for all key personnel*
  - (v.) *The Tenderer's undertaking that the key site management and technical personnel will be available for the contract*
  - (vi.) *List and evidence of ownership/lease of contractor's equipment proposed for carrying out the Works*
- f) *That the Tenderer is duly classified and currently registered by NCA, ERC, the National Treasury, the County Treasury or any other relevant authorised body as capable of performing the Works under the contract. The Tenderer will furnish KPLC with a copy of the registration certificate and copy of renewal receipt. KPLC reserves the right to subject the certificate and receipt to authentication.*
- g) *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; and*
- h) *detailed proposals for subcontracting components of the Works amounting to more than twenty percent (20%) of the Contract Price.*

3.20.3 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.

### **3.21 Eligibility and Conformity of Works to Tender Documents**

- 3.21.1 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.
- 3.21.2 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.
- 3.21.3 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 (6) months following usage of the Works after the official handing over to KPLC, 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 KPLC's schedule of requirements and/or BQs requirements or, a Statement of Deviations and exceptions to the provisions of KPLC'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.

3.21.3 For purposes of the documentary and other evidence to be furnished pursuant to subparagraphs 3.21.1, 3.21.2 and paragraph 3.22, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPLC 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 KPLC's satisfaction that the substitutions ensure substantial equivalence to those designated in the BQs'.

### **3.22 Demonstration(s), Inspection(s) and Test(s)**

3.22.1 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.

3.22.2 KPLC 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. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.

3.22.3 The bidder shall meet the cost of demonstration, inspection and test while KPLC shall meet the cost of air travel to the nearest airport and accommodation of its nominated officers inspecting and witnessing tests. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).

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.

### **3.23 Warranty**

3.23.1 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.

3.23.2 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 obtaining in Kenya.

3.23.3 The Warranty will remain valid for a minimum of twelve (12) months after the equipment, or any part thereof as the case may be, have been commissioned as indicated in the contract.

### **3.24 Tender Security**

3.24.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the BDS.

3.24.2 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) 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.
- b) For local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- c) For foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form

- 3.24.3 The Tender Security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.24.10.
- 3.24.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by a commercial bank located in Kenya and licensed by the Central Bank of Kenya or a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund. The bank or institution must be located in Kenya.
- 3.24.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 3.24.6 KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitise its issuing bank/institution on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC'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.
- 3.24.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.35.
- 3.24.8 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) *KPLC 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.*
- 3.24.9 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.
- 3.24.10 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 KPLC has extended the tender validity period in accordance with paragraph 3.25.*
- 3.24.11 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.

### **3.25 Validity of Tenders**

- 3.25.1 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 KPLC, pursuant to paragraph 3.30. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.
- 3.25.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph 3.24 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

### **3.26 Alternative Offers**

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

### **3.27 Number of Sets of and Tender Format (Not Applicable in this tender, this is an electronically submitted tender)**

- 3.27.1 The Tenderer shall prepare three complete sets of its Tender, identifying and clearly marking the “**ORIGINAL TENDER**”, “**COPY 1 OF TENDER**”, and “**COPY 2 OF TENDER**” 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.
- 3.27.2 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.
- 3.27.3 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Formats.
- 3.27.4 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 KPLC as non-responsive, pursuant to paragraph 3.28.

### **3.28 Preparation and Signing of the Tender**

- 3.28.1 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.
- 3.28.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-
- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.*
  - b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*
- In either case above, the Power of Attorney shall accompany the Tender.

- 3.28.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.
- 3.28.4 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 initialled by the person or persons signing the Tender.
- 3.28.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.21.
- 3.28.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.

**3.29 Sealing and Outer Marking of Tenders ( NOT APPLICABLE IN THIS TENDER)**

- 3.29.1 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**”, “**COPY 1 OF TENDER**” and “**COPY 2 OF TENDER**”. The envelopes or packages shall then be sealed in outer envelopes or packages.
- 3.29.2 The inner and outer envelopes or packages shall -
  - a) *be addressed to KPLC at the address given in the Invitation to Tender,*
  - b) *bear the tender number and name as per the Invitation to Tender and the words, “DO NOT OPEN BEFORE ..... as specified in the Invitation to Tender.*
- 3.29.3 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.
- 3.29.4 If the envelopes or packages are not sealed and marked as required by this paragraph, KPLC will assume no responsibility whatsoever for the Tender's misplacement or premature opening. A tender opened prematurely for this cause will be rejected by KPLC and promptly returned to the Tenderer.

**3.30 Deadline for Submission of Tenders**

- 3.30.1 Tenders must be received by KPLC by the time and at the place specified in the Invitation to Tender.
- 3.30.2 KPLC 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 KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.



### **3.31 Modification and Withdrawal of Tenders**

- 3.31.1 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 KPLC prior to the deadline prescribed for submission of tenders.
- 3.31.2 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.
- 3.31.3 No Tender may be modified after the deadline for submission of Tenders.
- 3.31.4 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.

### **3.32 Opening of Tenders**

- 3.32.1 KPLC shall open all Tenders promptly after the tender closing date and time, at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.32.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security, the number of sets of tender documents duly received and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.
- 3.32.3 At the Tender opening, tender prices, discounts, and such other details as KPLC, at its discretion, may consider appropriate will be read out.
- 3.32.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

### **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 KPLC 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 KPLC**

- 3.34.1 To assist in the examination, evaluation and comparison of Tenders KPLC 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 KPLC within five (5) days from the date of KPLC'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 KPLC 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 KPLC 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, KPLC 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. KPLC'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 KPLC 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 KPLC 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 KPLC 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 KPLC.*
- 3.36.3 KPLC 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 KPLC 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. KPLC requires that the Works shall be performed at the time specified in the BDS. KPLC's evaluation of a tender will also take into account the Work Plan proposed in the Tender.

### **3.38 Financial 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 KPLC (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, KPLC will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

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 words 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 Preferences**

3.39.1 Where applicable, in the evaluation of tenders, exclusive preference shall be given to citizens of Kenya where -

3.39.1.1 The funding is one hundred percent (100%) from the Government of Kenya or a Kenyan body, and,

3.39.1.2 The amount of the tender as evaluated is below;

3.39.1.2.1 Ksh. 1 Billion in respect of roads works, construction materials and others used in transmission and conduction of electricity of which the material is made in Kenya.

3.39.1.2.2 Ksh. 500 Million in respect of other works

3.39.1.2.3 Ksh. 100 Million in respect of goods.

3.39.1.2.4 Ksh. 50Million in respect of services.

### **3.40 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 public procurement.

### **3.41 Confirmation of Qualification for Award**

- 3.41.1 KPLC may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.41.2 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 KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.41.3 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 KPLC will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

### **3.42 Award of Contract**

- 3.42.1 KPLC 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 lowest 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 KPLC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 3.43.2 KPLC 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, KPLC 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, KPLC 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 KPLC 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) A minor amendment to the SCC.
- d) Finalising payment arrangements
- e) Mobilisation arrangements e.g. operational details
- f) Agreed final delivery or Work Plan to accommodate any changes required by KPLC.
- g) Methodology and Staffing
- h) Clarifying details that were not apparent or could not be finalized at the time of tendering

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 KPLC notifies the successful Tenderer that its Tender has been accepted, KPLC 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 Within fourteen (14) days of 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 KPLC within that period of fourteen (14) days.

3.46.3 KPLC 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, KPLC 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 KPLC shall notify the next lowest 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 twenty one (21) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security. The Performance Security shall be denominated in Kenya Shillings and shall be valid 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 Central Bank of Kenya 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.
- b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

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 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitise its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC'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 KPLC may notify the next lowest 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 KPLC 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 any thing of value to influence the action of public 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 KPLC, 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 KPLC of the benefits of free and open competition.*
- 3.48.2 KPLC 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 public procurement in Kenya.

**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.	<b>3.2.1 Eligible Tenderers</b>	<p><i>All National suppliers are eligible to apply for Both CCTV AND alarms.</i></p> <p><i>ALARM SYSTEM: Only bidders with Radio Alarm response back up system</i></p> <p><i>Note: interested bidders are requested to register to participate. This is a Public Tender and registration should be for Central Office Tenders. Bidders facing any challenges are requested either to call or visit our SRM desk at Stima Plaza, 3<sup>rd</sup> floor, wing-A for assistance before the tender closing date.</i></p>
2.	<b>3.6 Time for Completion of works</b>	<i>Completion Period 28 Weeks</i>
3.	<p><b>3.10.3 Site Visit and Pre-Bid Meeting</b></p> <p><b>3.10.6 Attendance of pre-bid meeting or site visit</b></p>	<p><i>Both the pre-bid and site visit shall take place on the</i></p> <p><i>-RUARAKA COMPLEX: 18/10/16 at 11.00 a.m.</i></p> <p><i>-ELDORET DEPOT: 12/10/16 at 11.00 a.m.</i></p> <p><i>a) The pre-bid meeting is mandatory</i></p> <p><i>b) The site visit is mandatory</i></p>
4.	<b>3.16(f) – List of Previous Customers</b>	<i>The Tenderer shall submit at least four (4) 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 may call or visit to confirm)</i>
5.	<b>3.20 Documents of evidence of eligibility and qualification</b>	<p><i>a)Manufacturer’s Authorization Form in the Tender Document.</i></p> <p><i>(i.) Audited Financial Statements (Audited Accounts) that are reported within eighteen (18) calendar months of the date of</i></p>



		<p><i>the tender document. The Statements must be stamped and signed by the Auditors who must be currently registered by ICPAK.</i></p> <p><i>(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.</i></p> <p><i>(vii.) 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.</i></p> <p><i>(iv.) evidence of adequacy of working capital for this Contract eg. access to line(s) of credit and availability of other financial resources</i></p> <p><i>c) that the Tenderer has the technical and/or production capability necessary to perform the contract.</i></p> <p><i>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.</i></p>
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		<p>e) Evidence of Tenderers technical and management capability necessary to perform the contract. These are as per the Qualification Information Form which includes:-</p> <p>(i.) documents showing qualifications and experience of key site management and technical personnel proposed for the Contract.</p> <p>(ii.) employment records including contracts of employment for all key personnel</p> <p>(viii.) The Tenderer's undertaking that the key site management and technical personnel will be available for the contract</p> <p>(ix.) List and evidence of ownership/lease of contractor's equipment proposed for carrying out the Works</p> <p>f) NCA 5 certification or higher.</p> <p>g) 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; and</p> <p>h) Detailed proposals for subcontracting components of the Works amounting to more than twenty percent (20%) of the Contract Price.</p>
7.	<b>3.21.3 (a) Catalogues, Brochures, Manufacturer's/Principal's Drawings</b>	<i>Catalogues, Brochures and Manufacturer's Drawings are required.</i>
8	<b>3.22.4</b> Demonstration and/or Inspection and/or Test Report(s)	<i>Test Reports required</i>
9.	<b>3.23.3 Warranty/Warranty Period</b>	<i>Warranty period 3 Years for CCTV cameras 1 year for all other equipment.</i>
10.	<b>3.24.1 Tender Security</b>	<i>Tender security for this tender is <b>Ksh. 500,000.</b></i>

11.	<b>3.42 Award of contract</b>	<i>CCTV SYSTEM(PART ONE)for both sites Shall be awarded separately from PART B(INTRUDER ALARM SYSTEM-ATTACH SEPARATE FORM OF TENDER)for both sites and Shall be made to the lowest evaluated compliant bidder as contracts for Design, supply, installation and commissioning.</i>
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**SECTION V**

**SCHEDULE OF REQUIREMENTS**

**A).(i) SCHEDULE SUPPLY, INSTALLATION FOR IP CCTV**

**(a) SCHEDULE SUPPLY, INSTALLATION FOR IP CCTV RUARAKA COMPLEX**

<b>Item No.</b>	<b>Brief Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>
1	<b>180 DEG PANORAMIC CAMERA</b>	NO.	4
2	<b>180 DEG OMNI CAMERAS</b>	NO.	13
3	<b>5 MPX FIXED DOME CAMERA</b>	NO.	13
4	<b>5 MPX,WDR FIXED DOME CAMERA</b>	NO.	11
5	<b>5 MPX FIXED BULLET CAMERA</b>	NO.	15
6	<b>5 MPX ,WDR FIXED BULLET CAMERA</b>	NO.	1
7	<b>ACCESS CONTROL UNITS</b>	NO.	5
8	<b>46 INCH VIDEO MONITOR</b>	NO.	3
9	<b>CLIENT WORK STATION</b>	NO	2
10	<b>MAINTENANCE LAPTOPS</b>	NO.	1
11	<b>NETWORK VIDEO RECORDERS</b>	NO.	1
12	<b>CORE NETWORK SWITCHES</b>	NO	1
13	<b>POE EDGE NETWORK SWITCHES</b>	NO.	6
14	<b>SMART Phone</b>	NO.	2
15	<b>1.5KVA UPS</b>	NO.	4
16	<b>6KVA UPS</b>	NO.	2
17	<b>INSTALLATION</b>	LOT	LOT
18	<b>COMMISSIONING</b>	LOT	LOT
19	<b>TRAINING</b>	LOT	LOT
20	<b>LICENCES</b>	NO.	114

**(b) SCHEDULE OF IP CAMERAS TO BE INSTALLED RUARAKA  
COMPLEX**

<b>LOCATION</b>	<b>TYPE</b>	<b>QUANTITY</b>
<b>Main Gate, Road, ,Garden, cyber ,Stores ,Parking, Pole yard &amp; perimeter exteriors</b>	Fixed Bullet 5MPX –Outdoor(cyber perimeter)	2
	180° Omni-Directional-Outdoor	7
<b>Office Block and Transport area</b>	Fixed dome 5MPX –indoor	6
	Fixed Bullet 5MPX –indoor	6
	Fixed Dome 5MPX WDR– indoor(Office stairs& stores counter)	2
	Fixed Bullet 5MPX,WDR –Outdoor (Gate)	1
	180° Panoramic -outdoor (corridor between office block and stores)	4
	180° Omni-Directional-outdoor(island and perimeter facing Police station)	2
<b>Rear Gate to training school and Telecommunication section</b>	180° Omni-Directional-Outdoor(pole mounted 10m from garden side)	1
	Fixed Bullet 5MPX – Outdoor(mounted on existing mast)	1
<b>Ex-parklands Stores</b>	Fixed Dome 5MPX WDR–indoor	4
<b>Substation, control and Meter Lab Exteriors</b>	Fixed Bullet 5MPX –Outdoor(4no pole mounted 10M Pole)	6
	Fixed Dome 5MPX WDR– indoor(stores inside and reception)	5
	Fixed Dome 5MPX –indoor(control and meter Lab inside)	7
	180° Omni-Directional-outdoor(slum perimeter and entry meter Lab-2no pole mounted 10M Pole and 1no 5M high pole)	3
<b>TOTAL CAMERAS</b>		<b>57</b>

(ii)(a) **SCHEDULE SUPPLY, INSTALLATION FOR IP CCTV ELDORET DEPOT**

<b>Item No.</b>	<b>Brief Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>
1	<b>180 DEG PANORAMIC CAMERAS</b>	NO.	0
2	<b>180 DEG OMNI CAMERAS</b>	NO.	13
	<b>5 MPX FIXED DOME CAMERA</b>	NO.	7
	<b>5 MPX,WDR FIXED DOME CAMERA</b>	NO.	8
5	<b>5 MPX FIXED BULLET CAMERA</b>	NO.	12
	<b>5 MPX ,WDR FIXED BULLET CAMERA</b>	NO.	9
6	<b>ACCESS CONTROL UNITS</b>	NO.	4
8	<b>46 INCH VIDEO MONITOR</b>	NO.	3
9	<b>CLIENT WORK STATION</b>	NO	2
10	<b>MAINTENANCE LAPTOPS</b>	NO.	1
11	<b>NETWORK VIDEO RECORDERS</b>	NO.	1
12	<b>CORE NETWORK SWITCHES</b>	NO	1
13	<b>POE EDGE NETWORK SWITCHES</b>	NO.	4
14	<b>SMART Phone</b>	NO	2
15	<b>1.5KVA UPS</b>	NO.	5
16	<b>6KVA UPS</b>	NO.	1
17	<b>INSTALLATION</b>	LOT	LOT
18	<b>COMMISSIONING</b>	LOT	LOT
19	<b>TRAINING</b>	LOT	LOT
20	<b>LICENCES</b>	NO.	100

**ii(b) SCHEDULE OF IP CAMERAS TO BE INSTALLED –ELDORET DEPOT**

<b>LOCATION</b>	<b>TYPE</b>	<b>QUANTITY</b>
<b>E-Plant workshop interior</b>	Fixed Dome 5MPX WDR– indoor(Entrances, rear and upstairs)	4
	180° Omni-Directional- Indoor(workshop main work area and entry)	2
<b>E-Plant workshop exterior</b>	Fixed Dome 5MPX – Outdoor(mounted at workshop corner facing perimeter-suspended on a small metal bar/bracket)	1
	Fixed Bullet 5MPX –Outdoor(Rear perimeter)	1
	180° Omni-Directional-Outdoor(rear of workshop and parking's)	5
<b>Store Yard, main gate and Perimeter</b>	Fixed Bullet 5MPX –Outdoor(rear perimeter)	3
	Fixed Bullet WDR,5MPX – Outdoor(Gate)	1
	180° Omni-Directional-outdoor(Main gate, go-down entrances and the yards)	2
<b>Substation</b>	Fixed Dome 5MPX –indoor(control room)	5
	180° Omni-Directional-outdoor(Main substation rear and main entry s/s)	4
<b>Stores Go-downs</b>	Fixed Bullet 5MPX-indoor	8
	Fixed Bullet WDR 5MPX-indoor(go-down 1and 2 entrances)	2
	Fixed dome 5MPX-indoor(Upstairs store room)	1
	Fixed dome WDR 5MPX-indoor(reception counters and shelves)	4
<b>Gate and perimeter exterior</b>	Fixed bullet WDR 5MPX-outdoor(gate and perimeter exterior)	6
<b>TOTAL</b>		<b>49</b>

**PART B: SCHEDULE OF REQUIREMENT INTRUDER ALARM SYSTEM****B (i) SCHEDULE OF INTRUDER ALARM SYSTEM TO BE INSTALLED –  
ELDORET DEPOT**

<b>DEVICE</b>	<b>LOCATION</b>	<b>QUANTITY</b>
<b>Main Control Panel and alarm application software</b>	Stores and E-plant Workshop	2
<b>Motion detectors(PIR)</b>	Stores and E-plant Workshop	18
<b>Ceiling Mount motion detectors</b>	Go-down stores	3
<b>Magnetic Contacts</b>	Stores and E-plant Workshop entrances	6
<b>Siren Kit(complete with Box, Siren and strobe)</b>	Stores and E-plant Workshop	2
<b>GSM Module</b>	Stores and E-plant Workshop	2
<b>Long range remote Kit with 3 pairs of remote buttons each</b>	Stores and E-plant Workshop	2
<b>IP-based Alarm Network card</b>	Stores and E-plant Workshop	2
<b>Panic Buttons</b>	Guard House and exterior of Stores and E-plant Workshop	6
<b>Extra Keypad</b>	Stores Go-down	1
<b>3A Power Supplies</b>	Stores and E-plant Workshop	3
<b>SMART Phone</b>	Entire site	2
<b>Power surge protector(AVS)</b>	Stores and E-plant Workshop	3
<b>Cabling</b>	Entire site	LOT
<b>Training</b>	Entire site	LOT
<b>Installation, training, testing and commissioning</b>	Entire site	LOT
<b>2-Years' service and maintenance contract</b>	Entire site	8 Quarters



**B (ii) SCHEDULE OF INTRUDER ALARM SYSTEM TO BE INSTALLED –  
RUARAKA COMPLEX**

<b>DEVICE</b>	<b>LOCATION</b>	<b>QUANTITY</b>
<b>Main Control Panel and alarm application software and key pad</b>	Ex-parklands stores, meter Lab and Transport workshop	3
<b>Motion detectors(PIR)</b>	Ex-parklands stores, meter Lab and Transport workshop	22
<b>Magnetic Contacts</b>	Ex-parklands stores, meter Lab and Transport workshop	4
<b>Siren Kit(complete with Box, Siren and strobe)</b>	Ex-parklands stores, meter Lab and Transport workshop	3
<b>GSM Module</b>	Ex-parklands stores, meter Lab and Transport workshop	3
<b>Long range remote Kit with 3 pairs of remote buttons each</b>	Ex-parklands stores, meter Lab and Transport workshop	3
<b>IP-based Alarm Network card</b>	Ex-parklands stores, meter Lab and Transport workshop	3
<b>Panic Buttons</b>	Guard House Ex-parklands stores, meter Lab and Transport workshop	11
<b>3A Power Supplies</b>	Ex-parklands stores, meter Lab and Transport workshop	3
<b>Power surge protector(AVS)</b>	Ex-parklands stores, meter Lab and Transport workshop	3
<b>Cabling</b>	Entire sites	LOT
<b>Training</b>	Entire sites	LOT
<b>Installation, training, testing and commissioning</b>	Entire sites	LOT
<b>2-Years' service and maintenance contract</b>	Entire sites	8 Quarters.

b. DELIVERY OF WORKS.

The Works to be completed within 26 weeks after signing of the contract.

**SECTION VI (a)**

**SCHEDULE OF RATES AND PRICES**

*(TENDERER MUST INDICATE THE CURRENCY OF THE OFFER PRICE)*

**PRICE SCHEDULE FOR GOODS**

**FOR GOODS FROM ABROAD/OVERSEAS**

(See attached Bill of Quantities)

**FOR GOODS FROM THE EMPLOYER'S COUNTRY**

(See attached Bill of quantities)

**PRICE SCHEDULE FOR INSTALLATION & COMMISSIONING**

(See attached Bill of quantities)

**PRICE SCHEDULE FOR SERVICES**

(See attached Bill of quantities)

**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 IP surveillance system 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.
  - Costs of food and lodging
5. Training costs shall include:
  - Cost of air travel, lodging and per diems.
  - All other costs i.e. cost of instructors, training materials, meals and any other costs related shall be catered for by the contractor

**BILL OF QUANTITIES**

**(SEE ATTACHED NEXT PAGE)**

**PART A:BILL OF QUANTITIES CCTV SYSTEM**

**1.0 RUARAKA COMPLEX BILL OF QUANTITIES PAGE 1  
SUPPLY, INSTALLATION AND COMMISSIONING**

No	Item Description	Unit	QTY	Country of origin	Rate in KES	Amount	Part Numbers
			Ruaraka			KES	
A	Supply, installation and Commissioning of <b>12 Megapixel 180° Panoramic IP Cameras</b> C/W mount accessories	External	4				
		Internal	0				
B	Supply, installation and Commissioning of <b>12 Megapixel WDR All-in-one Omni Directional Dome IP Cameras</b> C/W mount accessories	External	13				
		Internal	0				
C	Supply, installation and Commissioning of <b>5-Megapixel Fixed Dome IR IP Cameras</b> C/W mount accessories	External	0				
		Internal	13				
D	Supply, installation and Commissioning of <b>5-Megapixel ,WDR Fixed Dome IR IP Cameras</b> C/W mount accessories	External	0				
		Internal	11				
E	Supply, installation and Commissioning of <b>5-Megapixel Fixed Bullet IR IP-Cameras</b>	External	9				
		Internal	6				
F	Supply, installation and Commissioning of <b>5-Megapixel ,WDR Fixed Bullet IR IP-Cameras</b>	External	1				
		Internal	0				
<b>Total Carried to collection Page 1</b>			<b>57</b>				

**RUARAKA COMPLEX BILL OF QUANTITIES PAGE 2**

No	Item Description	Unit	Quantity	Country of origin	Rate in KES	Amount	Part Numbers
			Ruaraka			KES	
B	Supply, installation and Commissioning of 46 Inch 1080P Industrial LED Monitor C/W mount accessories	No	3				
C	Supply installation and commissioning of Client workstation C/w operating system	No	2				
D	Supply of a maintenance Laptop	No	1				
E	Supply installation and commissioning of Network Video Recorders (NVR) Hardware servers C/w operating system and 1st Year Service /Support	No	2				
F	Supply installation and commissioning of IP camera license (per Camera) and INCLUDING Failover Licenses	No	114				
<b>Total Carried to collection Page 2 Ruaraka</b>							

**RUARAKA COMPLEX BILL OF QUANTITIES PAGE 3**

No	Item Description	Unit	Quantity	Country of origin	Rate in KES	Amount	Part Numbers
			Ruaraka			KES	
A	Core Network Switches ( Cisco Catalyst 3560 G or higher)	No	1				
B	Supply, installation and Commissioning of Power over Ethernet EDGE Switches – 24 Ports Switch (Cisco SG300-28P 28-port Gigabit PoE)	No	6				
C	1.5 kVA Double conversion UPS TRUE online INCLUDING Batteries	No	4				
D	Supply, installation and Commissioning of UPS 6KVA Double conversion TRUE online 1/1, 230/220VAC /50Hz including (32x20Ah) batteries for 6 hrs backup time at full load.	No	2				
E	IP Biometric/Card Access Control system complete with Maglocks,door closures,readers,cont roller,power supplies for,Management/ Application software and Accessories as described in detailed specifications.	No	5				
<b>Total Carried to collection Page 3 Ruaraka</b>							

**RUARAKA COMPLEX BILL OF QUANTITIES PAGE 4**

No	Item Description	Unit	Quantity	Country of origin	Rate in KES	Amount	Part Numbers
			Ruaraka			KES	
A	Various Cabinets, Cat6 STP Cabling, Cat 6 STP Cabling Accessories and other installation materials (Itemize)	Lot	1				
B	Installation and Commissioning of IP Video Surveillance System and Associated Infrastructure INCLUDING Integrating with Existing Genetic Unified Security Platform (USP)	Lot	1				
C	Training on equipment, its installation and operations for technical and operator staff:						
	(i) Local 3no.persons	Lot	1				
	(ii)Overseas 3no. persons	Lot	1				
D	Factory acceptance test at the manufacturer's factory by 4no. KPLC Staff.	Lot	1				
<b>Total Carried to collection Page 4 Ruaraka</b>							





No	Item Description	Unit	Quantity	Country of origin	Rate in KES	Amount	Part Numbers
			Ruaraka			KES	
A	128TB,L.A.I.D Technology back up storage as described in detailed technical specifications	NO	1				
B	<b>SMARTPHONE</b> Apple or equivalent iPhone 6s Plus(or latest) features an A9 chip, 3D Touch, ultrafast LTE Advanced wireless, Touch ID, a 12MP iSight camera, and iOS 9. 128GB 5.5-inch (diagonal) LED-backlit widescreen next-generation Multi-Touch display with IPS technology and Taptic Engine 1920-by-1080-pixel resolution at 401 ppi Fingerprint-resistant oleophobic coating	NO	2				
C	Other materials and services necessary to fully meet specification/Scope of the project (Itemize)		Lot				
<b>Total Carried to collection Page 5 Ruaraka</b>							
<b>SUMMARY PAGE RUARAKA COMPLEX</b>							
Total Carried to collection Page 1			Ruaraka				
Total Carried to collection Page 2			Ruaraka				
Total Carried to collection Page 3			Ruaraka				
Total Carried to collection Page 4			Ruaraka				
Total Carried to collection Page 5			Ruaraka				
<b>GRAND TOTAL RUARAKA</b>							

## 2.0 ELDORET DEPOT BILL OF QUANTITIES PAGE 1

### 2.1. SUPPLY, INSTALLATION AND COMMISSIONING

No	Item Description	Unit	QTY	Country of origin	Rate in KES	Amount	Part Numbers
			Eldoret			KES	
A	Supply, installation and Commissioning of <b>12 Megapixel 180° Panoramic</b> IP Cameras C/W mount accessories	External	0				
		Internal	0				
B	Supply, installation and Commissioning of <b>12 Megapixel WDR All-in-one Omni Directional Dome</b> IP Cameras C/W mount accessories	External	11				
		Internal	2				
C	Supply, installation and Commissioning of <b>5-Megapixel Fixed Dome</b> IR IP Cameras C/W mount accessories	External	1				
		Internal	6				
D	Supply, installation and Commissioning of <b>5-Megapixel ,WDR Fixed Dome</b> IR IP Cameras C/W mount accessories	External	0				
		Internal	8				
E	Supply, installation and Commissioning of <b>5-Megapixel Fixed Bullet</b> IR IP-Cameras	External	4				
		Internal	8				
F	Supply, installation and Commissioning of <b>5-Megapixel ,WDR Fixed Bullet</b> IR IP-Cameras	External	7				
		Internal	2				
<b>Total Carried to collection Page 1</b>			<b>49</b>				

**ELDORET DEPOT CCTV BILL OF QUANTITIES PAGE 2**

No	Item Description	Unit	Quantity	Country of origin	Rate in KES	Amount	Part Numbers
			Eldoret			KES	
B	Supply, installation and Commissioning of 46 Inch 1080P Industrial LED Monitor C/W mount accessories	No	3				
C	Supply installation and commissioning of Client workstation C/w operating system	No	2				
D	Supply of a maintenance Laptop	No	1				
E	Supply installation and commissioning of Network Video Recorders (NVR) Hardware servers C/w operating system and 1st Year Service /Support	No	2				
F	Supply installation and commissioning of IP camera license (per Camera) and INCLUDING Failover Licenses	No	100				
<b>Total Carried to collection Page 2 Eldoret</b>							

**ELDOR ET DEPOT CCTV BILL OF QUANTITIES PAGE 3**

No	Item Description	Unit	Quantity	Country of origin	Rate in KES	Amount	Part Numbers
			Eldoret			KES	
A	Core Network Switches ( Cisco Catalyst 3560 G or higher)	No	1				
B	Supply, installation and Commissioning of Power over Ethernet EDGE Switches – 24 Ports Switch (Cisco SG300-28P 28-port Gigabit PoE)	No	4				
C	1.5 kVA Double conversion UPS TRUE online INCLUDING Batteries	No	5				
D	Supply, installation and Commissioning of UPS 6KVA Double conversion TRUE online 1/1, 230/220VAC /50Hz including (32x20Ah) batteries for 6 hrs backup time at full load.	No	1				
E	IP Biometric/Card Access Control system complete with Maglocks,door closures,readers,cont roller,power supplies for,Management/Ap plication software and Accessories as described in detailed specifications.	No	4				
<b>Total Carried to collection Page 3 Eldoret</b>							

**ELDORET DEPOT CCTV BILL OF QUANTITIES PAGE 4**

No	Item Description	Unit	Quantity	Country of origin	Rate in KES	Amount	Part Numbers
			Eldoret			KES	
A	Various Cabinets, Cat6 STP Cabling, Cat 6 STP Cabling Accessories and other installation materials (Itemize)	Lot	1				
B	Installation and Commissioning of IP Video Surveillance System and Associated Infrastructure INCLUDING Integrating with Existing Genetic Unified Security Platform (USP)	Lot	1				
C	Training on equipment, its installation and operations for technical and operator staff:						
	(i) Local 3no.persons	Lot	1				
	(ii)Overseas 3no. persons	Lot	1				
D	Factory acceptance test at the manufacturer's factory by 4no. KPLC Staff.	Lot	1				
<b>Total Carried to collection Page 4 Eldoret</b>							

**ELDORET DEPOT CCTV BILL OF QUANTITIES PAGE 5**

No	Item Description	Unit	Quantity	Country of origin	Rate in KES	Amount	Part Numbers
			Eldoret			KES	
A	<b>SMARTPHONE</b> Apple or equivalent iPhone 6s Plus(or latest) features an A9 chip, 3D Touch, ultrafast LTE Advanced wireless, Touch ID, a 12MP iSight camera, and iOS 9. 128GB 5.5-inch (diagonal) LED-backlit widescreen next-generation Multi-Touch display with IPS technology and Taptic Engine 1920-by-1080-pixel resolution at 401 ppi Fingerprint-resistant oleophobic coating	NO	2				
B	Other materials and services necessary to fully meet specification/Scope of the project (Itemize)	ITEM	1				
<b>Total Carried to collection Page 5 Eldoret</b>							
<b>SUMMARY PAGE ELDORET COMPLEX</b>							
Total Carried to collection Page 1 Eldoret							
Total Carried to collection Page 2 Eldoret							
Total Carried to collection Page 3 Eldoret							
Total Carried to collection Page 4 Eldoret							
Total Carried to collection Page 5 Eldoret							
<b>GRAND TOTAL ELDORET DEPOT CCTV</b>							

**3.0 PRICE SCHEDULE OF SERVICE IP CCTV RUARAKA COMPLEX AND ELDORET DEPOT.**

No	Item Description	Unit	Quantity	Rate in KES	Amount
			Ruaraka		KES
A	Allow for 2 years' service and maintenance contract done quarterly a year (rate per quarter) <b>Ruaraka</b>	NO	8		
B	Allow for 2 years' service and maintenance contract done quarterly a year (rate per quarter).Eldoret	NO	8		
	<b>SUB TOTAL</b>				
	<b>Add VAT</b>				
	<b>GRAND TOTAL PRICE SCHEDULE OF SERVICE</b>				

**SUMMARY PAGE: PART A-SUPPLY, INSTALLATION, TRAINING, TESTING AND COMMISSIONING**

	<b>DESCRIPTION</b>	<b>AMOUNT IN KSHS.</b>
1	TOTAL CARRIED TO COLLECTION CCTV RUARAKA	
2	TOTAL CARRIED TO COLLECTION CCTV ELDORET DEPOT	
	<b>SUB-TOTAL</b>	
	<b>ADD 16% VAT</b>	
	<b>GRAND TOTAL</b>	

**SUMMARY PAGE: PART B-2 YEARS PRICE SCHEDULE OF SERVICE AND MAINTENANCE**

	<b>DESCRIPTION</b>	<b>AMOUNT IN KSHS.</b>
1	TOTAL CARRIED TO COLLECTION CCTV RUARAKA	
2	TOTAL CARRIED TO COLLECTION CCTV ELDORET DEPOT	
	<b>SUB-TOTAL</b>	
	<b>ADD 16% VAT</b>	
	<b>GRAND TOTAL</b>	



**GRAND SUMMARY PAGE: PART A-SUPPLY, INSTALLATION, TRAINING, TESTING AND COMMISSIONING**

	<b>DESCRIPTION</b>	<b>AMOUNT IN KSHS.</b>
1	Total carried to collection CCTV Ruaraka: Part A-Supply and Installation	
2	Total carried to collection CCTV Eldoret: Part A-Supply and Installation	
	<b>Sub-total Part A: Supply and Installation</b>	
	<b>SUMMARY PART B : SERVICE AND MAINTENANCE</b>	
1	Total carried to collection CCTV Ruaraka: Part B:service and maintenance	
2	Total carried to Collection CCTV Eldoret Depot: Part B- Service and Maintenance	
	<b>Sub-total b: Service and Maintenance</b>	
	<b>GRAND SUMMARY</b>	
1	SUB-TOTAL A: SUPPLY AND INSTALLATION	
2	SUB-TOTAL B: SERVICE AND MAINTENANCE	
	<b>SUB-TOTAL A AND B</b>	
	<b>ADD 16% VAT</b>	
	<b>GRAND TOTAL</b>	

Amount in words-----

-----

Name of Tenderer

\_\_\_\_\_

Name and Capacity of authorised person signing the Tender

\_\_\_\_\_

Signature of authorised person signing the Tender

\_\_\_\_\_

Stamp of Tenderer

**(ONLY BIDDERS WITH RADIO-ALARM RESPONSE BACK-UP ARE ELLIGIBLE TO BID.AWARD OF ALARM SYSTEM WILL BE DONE SEPARATE)**

**SECTION TWO: BILL OF QUANTITIES ALARM SYSTEM**

**1.1 RUARAKA INTUDER ALARM SYSTEM BILL OF QUANTITIES**

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS
<b>A</b>	<b>CONTROL PANEL WITH SOFTWARE AND PROGRAMMING</b> 16-zones input expandable to more than 40 zones and with Keypad zones LCD Keypad with infrared receiver and battery as Pro - Sys or equal and approved. At least more than 4-zones partitioning Accommodate more than 50 user codes 4 or more PGM(programable output) Dialer compatible and GSM interactions Allow for IP Module connection to interface with computers, printer and other computer networks. GSM connectivity to allow events communication via mobile	NO	3		
<b>B</b>	<b>MOTION DETECTORS (PIR)</b> Indoor Dual element sensor. 12m (40ft), 110 view angle. False alarms reduction facilities. Interlock sensor geometry. Automatic temperature compensation. Sensitivity adjustment. Protection from UV rays.	NO	22		
<b>C</b>	<b>POWER SUPPLY UNIT(P.S.U.)</b> Complete with back-up battery (12v, 7AH). Output current 3A. Output voltage 13.6-14vdc on mains power. Load regulation 5% Battery recharges 13 hours.	NO	3		
<b>D</b>	<b>4-Channel ALARM REMOTE RECEIVER KIT</b> Operating voltage 12vdc. Operating range 200m. Dip-switch coding facility Momentary/latching relay contacts	NO	2		
<b>E</b>	Extra Remotes Buttons	NO	3		
<b>F</b>	<b>SIREN</b> Complete unit with built-in strobe Operating voltage 10-14.5vdc with reverse polarity protection. current(hold-off) siren-230mA(typical) Siren output-11dBA@1M,standby 108dBA@1M. Strobe flash rate-120/min,standby 30/min.	NO	3		
	<b>Total carried to the summary page 1 Ruaraka</b>				

RUARAKA ALARM BILL OF QUANTITIES PAGE 2					
ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS
<b>A</b>	<b>PANIC BUTTONS</b> Strong mechanical composition.	NO	11		
<b>B</b>	Heavy Duty Magnetic contacts	NO	4		
<b>C</b>	<b>CEILING MOUNT MOTION DETECTOR</b> detection range 12m(40ft) adjustable height(between 1.5m-5.1m) Dual MW + PIR technologies Microprocessor controlled Patented true temperature compensation Superior fluorescent interference rejection Superior RFI immunity LED walk test display Alternate polarity pulse count	NO	0		
<b>D</b>	Expander Module	NO	3		
<b>E</b>	Allow for voltage surge protection as AVS 30 or equal and approved	NO	3		
<b>F</b>	<b>ADVANCED ALARM IP-NETWORK COMMUNICATION MODULE</b> Secure IP communications with SSL,256Bit,AES256 encryption Compatible with 10BaseT, full duplex. Simultaneous multiple channel IP Communications event reporting and download at the same time. Report notification to E-mail addresses. Supports static and dynamic IP Addressing(DHCP) Project integration with 3 <sup>rd</sup> party applications using Modbus and XML protocols and others.	NO	3		
<b>G</b>	<b>ADVANCED GSM/GPRS MODULE</b> Central station events reporting Via Voice/sms/E-mail To transmit zone activations and other alarm events such as specific alarm activation zones, arm/disarm users plus time of arm/disarm, loss of power on the system, system failure/restore and others. Support both prepaid and post-paid SIM Cards. Support remote upload and download.	NO	3		
<b>J</b>	<b>SMARTPHONE</b> Apple or equivalent iPhone 6s Plus(or latest) features an A9 chip, 3D Touch, ultrafast LTE Advanced wireless, Touch ID, a 12MP iSight camera, and iOS 9. 128GB 5.5-inch (diagonal) LED-backlit widescreen next-generation Multi-Touch display with IPS technology and Taptic Engine 1920-by-1080-pixel resolution at 401 ppi Fingerprint-resistant oleophobic coating	NO.	2		
<b>K</b>	Supply and allow for cabling of the system and for any other materials necessary for completion of work	LOT	LOT		
<b>L</b>	Allow for installation, training, testing and commissioning.	ITEM	ITEM		
<b>M</b>	Allow for annual Radio Back - up including CCK licenses and related fee (12 months)	ITEM	ITEM		
<b>N</b>	Any other item necessary to complete installation(list)	ITEM	ITEM		
	<b>Total carried to the summary page 2 Ruaraka</b>				

**PART B: BILL OF QUANTITIES ALARM SYSTEM**

**1.1 ELDORET INTUDER ALARM SYSTEM BILL OF QUANTITIES**

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS
<b>A</b>	<b>CONTROL PANEL WITH SOFTWARE AND PROGRAMMING</b> 16-zones input expandable to more than 40 zones and with Keypad zones LCD Keypad with infrared receiver and battery as Pro - Sys or equal and approved. At least more than 4-zones partitioning Accommodate more than 50 user codes 4 or more PGM(programmable output) Dialer compatible and GSM interactions Allow for IP Module connection to interface with computers, printer and other computer networks. GSM connectivity to allow events communication via mobile	NO	2		
<b>B</b>	<b>MOTION DETECTORS (PIR)</b> Indoor Dual element sensor. 12m (40ft), 110 view angle. False alarms reduction facilities. Interlock sensor geometry. Automatic temperature compensation. Sensitivity adjustment. Protection from UV rays.	NO	18		
<b>C</b>	<b>POWER SUPPLY UNIT(P.S.U.)</b> Complete with back-up battery (12v, 7AH). Output current 3A. Output voltage 13.6-14vdc on mains power. Load regulation 5% Battery recharges 13 hours.	NO	3		
<b>D</b>	<b>4-Channel ALARM REMOTE RECEIVER KIT</b> Operating voltage 12vdc. Operating range 200m. Dip-switch coding facility Momentary/latching relay contacts	NO	2		
<b>E</b>	Extra Remotes Buttons	NO	3		
<b>F</b>	<b>SIREN</b> Complete unit with built-in strobe Operating voltage 10-14.5vdc with reverse polarity protection. current(hold-off) siren-230mA(typical) Siren output-11dBA@1M,standby 108dBA@1M. Strobe flash rate-120/min,standby 30/min.	NO	2		
	<b>Total carried to the summary page 1 Eldoret depot</b>				

<b>ELDOROT DEPOT ALARM BILL OF QUANTITIES PAGE 2</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>KSHS</b>
<b>A</b>	<b>PANIC BUTTONS</b> Strong mechanical composition.	NO	6		
<b>B</b>	Heavy Duty Magnetic contacts	NO	6		
<b>C</b>	<b>CEILING MOUNT MOTION DETECTOR</b> detection range 12m(40ft) adjustable height(between 1.5m-5.1m) Dual MW + PIR technologies Microprocessor controlled Patented true temperature compensation Superior fluorescent interference rejection Superior RFI immunity LED walk test display Alternate polarity pulse count	NO	3		
<b>D</b>	Expander Module	NO	2		
<b>E</b>	Allow for voltage surge protection as AVS 30 or equal and approved	NO	2		
<b>F</b>	<b>ADVANCED ALARM IP-NETWORK COMMUNICATION MODULE</b> Secure IP communications with SSL,256Bit,AES256 encryption Compatible with 10BaseT, full duplex. Simultaneous multiple channel IP Communications event reporting and download at the same time. Report notification to E-mail addresses. Supports static and dynamic IP Addressing(DHCP) Project integration with 3 <sup>rd</sup> party applications using Modbus and XML protocols and others.	NO	2		
<b>G</b>	<b>ADVANCED GSM/GPRS MODULE</b> Central station events reporting Via Voice/sms/E-mail To transmit zone activations and other alarm events such as specific alarm activation zones, arm/disarm users plus time of arm/disarm, loss of power on the system, system failure/restore and others. Support both prepaid and post-paid SIM Cards. Support remote upload and download.	NO	2		
<b>H</b>	<b>SMARTPHONE</b> Apple or equivalent iPhone 6s Plus(or latest) features an A9 chip, 3D Touch, ultrafast LTE Advanced wireless, Touch ID, a 12MP iSight camera, and iOS 9. 128GB 5.5-inch (diagonal) LED-backlit widescreen next-generation Multi-Touch display with IPS technology and Taptic Engine 1920-by-1080-pixel resolution at 401 ppi Fingerprint-resistant oleophobic coating	NO	2		
<b>J</b>	Supply and allow for cabling of the system and for any other materials necessary for completion of work	LOT	LOT		
<b>K</b>	Allow for installation, training, testing and commissioning.	ITEM	ITEM		
<b>L</b>	Allow for annual Radio Back - up including CCK licenses and related fee (12 months)	ITEM	ITEM		
<b>M</b>	Any other item necessary to complete installation(list)	ITEM	ITEM		
	<b>Total carried to the summary page 2 Eldoret depot</b>				

**PRICE SCHEDULE OF SERVICE-INTRUDER ALARMS**

ITEM	DESCRIPTION	UNIT	QTY	RATE(KSHS)	TOTAL(KSHS)
a)	Allow for annual contract quarterly for Servicing and maintaining the system-Ruaraka	NO	8		
b)	Allow for annual contract quarterly for Servicing and maintaining the system-Ruaraka	NO	8		
	<b>SUB-TOTAL</b>				
	<b>ADD 16% VAT</b>				
	<b>TOTAL PRICE SCHEDULE OF SERVICE</b>				

**GRAND SUMMARY PAGE PART 1:INSTALLATION.TESTING AND COMMISSIONING INTRUDER ALARMS**

	<b>DESCRIPTION</b>	<b>AMOUNT IN KSHS.</b>
<b>1</b>	<b>Total carried to the summary page 1Ruaraka</b>	
<b>2</b>	<b>Total carried to the summary page 2 Ruaraka</b>	
	<b>Sub-total Alarm Ruaraka</b>	
<b>3</b>	<b>Total carried to the summary page 1 Eldoret depot</b>	
<b>4</b>	<b>Total carried to the summary page 2 Eldoret depot</b>	
	<b>Sub-total Alarm Eldoret Depot</b>	
	<b>GRAND SUMMARY ALARMS</b>	
1	TOTAL CARRIED TO COLLECTION ALARMS RUARAKA	
2	TOTAL CARRIED TO COLLECTION ALARMS ELDORET DEPOT	
	<b>SUB-TOTAL</b>	
	<b>ADD 16% VAT</b>	
	<b>GRAND TOTAL</b>	

## **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 an authorized bank, 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, signed and stamped.*

*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 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.*

*7.1.9 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.*

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

*7.1.11 That the bidder is registered with Communication Commission of Kenya (CCK-for the Alarm system).*



- 7.1.12 Availability of radio Alarm back up response in the Sites(For Alarm bidders).Attach Radio operation licencing and Attach photos of radio back-up vehicles together with registration No. Verification to be done by Client.
- 7.1.13 That the bidder is registered with National Construction Authority (Minimum NCA5)
- 7.1.14 Submission of the Implementation Plan and methodology.
- 7.1.15 Submission of comprehensive priced list of spares for two years.
- 7.1.16 Submission of manufacturers authorization and license for genetic Unified software system for the CCTV..

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 Standardisation 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><i>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.</i></p> <p><b><u>a)No of Years in operations</u></b>  <i>Above 5 Years – 10 marks</i>  <i>3-5 Years –5Marks</i>  <i>2-3 years –3 marks</i>  <i>Below 2 years – 1 marks</i></p> <p><b><u>b)Implementation of Similar projects (attach LPOs and contract Documents)</u></b>  <i>Above 4 Projects – 10 marks</i>  <i>4 Project's –5marks</i>  <i>3 Projects – 3 marks</i>  <i>2 Projects –2 marks</i>  <i>Below2 Projects – 1 marks</i></p> <p><b><u>c)Value of Projects Implementation (attach LPO's and contracts)</u></b>  <i>Kshs .50 Million and above –10 marks</i></p>	30		

No.	Description of criteria	Max Points	Awarded	Remarks
	Kshs. 20-49 Millions -5 marks Kshs. 10-19 Millions – 3marks Below 10 Millions – 1 marks			
<b>1.2</b>	<b>Programme of Supply</b> 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 awarded as follows: <ol style="list-style-type: none"> <li>i. A bidder who submits a Gantt chart that indicates a supply period of less than or equal to 28 weeks. <b>(20 points)</b></li> <li>ii. A bidder who submits a Gantt chart that indicates a supply more than 28 weeks <b>(8 points)</b></li> <li>iii. A bidder who does not submit a Gantt chart at all. <b>0 points</b></li> </ol>	<b>20</b>		
<b>1.3</b>	Experience and qualifications of Staff scheduled for the project [certified copies of CV's , certifications and certificates including degrees shall attached] <ol style="list-style-type: none"> <li>i. A bidder who presents personnel with more than 3 years working experience in similar installations. <b>(15 points)</b></li> <li>ii. A bidder who presents personnel with less than 3 years working experience in similar installations qualifications. <b>(5 point.)</b></li> <li>iii. A bidder who presents personnel with inadequate background qualifications. <b>(0) points</b></li> </ol> b) Academic and professional certificates and evidence of registration with any relevant professional bodies like IEE and others. <ol style="list-style-type: none"> <li>i) Degree in Electrical engineering (Telecommunication, power or Electronic) <b>(15 points.)</b></li> <li>ii) Degree in, Information Technology or computer science. <b>(10 point.)</b></li> <li>iii) Diploma in Electrical, Telecommunication, Electronic or information technology/computer science. <b>(8 point.)</b></li> <li>iv) Craft certificate in relevant field. <b>(5point.)</b></li> </ol>	<b>30</b>		

No.	Description of criteria	Max Points	Awarded	Remarks
1.4	<p><b>Warranty and After Sales Service</b> 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> <ul style="list-style-type: none"> <li>i. A bidder who provides the stated requirements. <b>10 points</b></li> <li>ii. A bidder who does not provides the stated requirements. <b>0 points</b></li> </ul>	10		
1.5	<p><b>Training &amp; FAT</b> Bidders should provide a comprehensive training program for KPLC staff as described in this tender document. The points shall be awarded as follows:</p> <ul style="list-style-type: none"> <li>i. A bidder who provides a comprehensive training program as per KPLC's requirements <b>10 points</b></li> <li>ii. A bidder who provides a training program that only partially meets KPLC's requirements. <b>3 points</b></li> <li>iii. A bidder who will provide no training. <b>0 points</b></li> </ul>	10		
	<b>Total</b>			

**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:-

<i>NO.</i>	<i>EVALUATION CRITERIA</i>
<i>7.3.1</i>	<i>a) Confirmation of the authenticity of the submitted Tender Security</i>
	<i>b) Confirmation of and considering schedule of rates and prices Bill of Quantities duly completed and signed.</i>
	<i>c) Submission and Confirmation of and considering schedule of rates and prices for priced list of spares duly completed and signed.</i>
	<i>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 KPLC or designated site(s)</i>

	<i>e) Where applicable, Conducting a financial comparison, including conversion of tender currencies into one common currency</i>
	<i>f) Correction of arithmetical errors</i>
	<i>g) Taking into account the cost of any deviation(s) from the tender requirements</i>
6.3.2	<p><i>Ascertaining the financial capability through Last Financial Year's audited financial statements issued within the last 18 months which Statements should conform to International Accounting Standards One (IAS 1) which includes the following:-</i></p> <p><i>a) Turnover in the Last Financial Year i.e. twelve months of at least 40% of the total tendered value.</i></p> <p><i>b) Checking and considering that the Tenderer's solvency ratios are acceptable to KPLC and meet the threshold of:-</i></p> <p><i>(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 <b>cash</b> 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 <b>ALL</b> days of the month of the Date of the Tender Document.</i></p>
6.3.4	<i>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.)</i>
6.3.5	<p><i>Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-</i></p> <p><i>a) Declared maximum value of business</i></p>
	<b>TOTAL</b>

*The Successful Tenderer shall be the one with the lowest evaluated price.*

**\*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 Central Bank of Kenya. (Visit the Central Bank of Kenya 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.

## **TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT**

<b>Clause No.</b>	<b>Headings</b>	<b>Page No.</b>
8.1	Definitions	
8.2	Application	
8.3	Country of Origin	
8.4	Standards	
8.5	Use of Contract Documents and Information	
8.6	Patent Rights	
8.7	Performance Security	
8.8	Approval before Manufacture	
8.9	Inspections and Tests	
8.10	Pre – Shipment Verification of Conformity	
8.11	Packaging and Labeling	
8.12	Delivery and Documents	
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8.37	Resolution of Disputes	
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8.39	Waiver	

## **SECTION VIII – GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract *hereinafter referred abbreviated as the GCC* shall form part of the Conditions of Contract in accordance with the law and KPLC’s guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under other parts of the Contract including the Special Conditions of Contract.

### **8. Definitions**

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

**“The Contract”** means the agreement entered into between the Employer and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,

**“The Contractor”** refers to the person or entity whose tender to carry out the Works has been accepted by KPLC.

**“The Contractor’s Tender”** is the completed tendering document submitted by the Contractor to KPLC.

**“The Contract Price”** is the price stated in the Agreement Form and as may thereafter be adjusted in accordance with the provisions of the Contract.

**“Days”** are calendar days; **“Months”** are calendar months.

**“A Defect”** is any part of the Works not completed in accordance with the Contract.

**“The Defects Liability Certificate”** is the certificate issued by Project Manager upon correction of defects by the Contractor.

**“The Defects Liability Period”** is the period named in the Special Conditions of Contract from the date when the Certificate of Completion issued by KPLC.

**“Drawings”** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

**“Dayworks”** are Work inputs subject to payment on a time basis for labour and the associated materials and plant.



**“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

**“The Goods”** includes all of the equipment, machinery, and or other materials, which the Contractor is required to supply, install and commission under the contract.

**“The Intended Completion Date”** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

**“KPLC”** means The Kenya Power & Lighting Company Limited (KPLC)

**“Materials”** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**“Parties”** means either KPLC or the Contractor or both as the context so requires.

**“Project Manager”** is the person named in the Special Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

**“Site”** is the area defined as such in the Special Conditions of Contract.

**“Technical Specifications”** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

**“Works”** means the construction, repair, renovation or demolition of buildings, roads or other structures and includes the design, supply, installation, testing and commissioning of equipment and materials, site preparation and other incidental services where applicable.

## **8.2 Application**

8.2.1 These General Conditions shall apply in all Contracts made by KPLC for the supply, installation and commissioning of equipment to the extent that they are not superseded by provisions of other parts of contract.

## **8.3 Country of Origin**

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

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

## **Standards**

8.4.1 The works under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **8.5 Use of Contract Documents and Information**

8.5.1 The Contractor shall not, without the KPLC 's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KPLC in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract.

8.5.2 The Contractor shall not, without the KPLC's prior written consent, make use of any document or information enumerated in paragraph 8.5.1 above.

8.5.3 Any document, other than the Contract itself, enumerated in paragraph 8.5.1 shall remain the property of KPLC and shall be returned (all copies) to KPLC on completion of the Contractor's performance under the Contract if so required by KPLC.

### **8.6 Patent Rights**

8.6.1 The Contractor shall indemnify the KPLC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Employer's country

### **8.7 Performance Security**

8.7.1 The Contractor shall provide KPLC with a Performance Security, being ten percent (10%) of the contract price, within twenty one (21) days of the date of notification of award by KPLC.

8.7.2 The Performance Security shall be issued by a commercial bank located in Kenya and licensed by the Central Bank of Kenya. The Performance Security shall be valid until a date, sixty (60) days beyond the date of issue of the Certificate of Completion and shall be denominated in Kenya Shillings.

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

- a) An original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
- b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

- c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

8.7.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's

### **8.8 Approval before Manufacture**

8.8.1 All technical details and design drawings for the items to be supplied shall be submitted by the Contractor to KPLC for approval before manufacture.

8.8.2 Should the Contractor fail to observe this condition of approval before manufacture, KPLC may decline to accept the goods, or the Contractor shall either replace them or make alterations necessary, but in any case, KPLC shall incur no liability howsoever.

### **8.9 Inspection and Tests**

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

8.9.2 The inspections and tests may be conducted in the premises of the Contractor. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.

8.9.3 Should any inspected or tested equipment fail to conform to the Technical Specifications, KPLC may reject the equipment, and the contractor shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to KPLC.

8.9.4 KPLC's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Employer or its representative prior to the equipment delivery.

8.9.5 Complete test report(s) for all the goods as per Tender Specifications shall be submitted to KPLC for approval before packaging and shipment. No material or goods shall be shipped or delivered without written approval from KPLC.

- 8.9.6 Should any inspected or tested goods fail to conform to the specifications, KPLC shall reject the goods, and the Contractor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to KPLC. The period for replacement or alterations together with delivery to KPLC shall be fourteen (14) days or as may otherwise be specified in the notice of rejection.
- 8.9.7 The Contractor shall collect the rejected goods within fourteen (14) days from the date of notification of rejection. If the rejected goods are not collected within this period, the goods will be disposed of by KPLC guided by the Disposal of Uncollected Goods Act, Chapter 38 of the Laws of Kenya.
- 8.9.8 Notwithstanding any previous inspection(s) and test(s) KPLC shall inspect and may test the goods upon arrival at the indicated site. Where KPLC inspects and rejects the goods after the goods arrival, KPLC shall claim from the Supplier the full cost of the goods including delivery charges to KPLC premises or other indicated site and other incidental costs incurred in relation thereof.
- 8.9.9 KPLC's right to inspect, test and where necessary, reject the goods after their arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by KPLC or its representative(s) prior to the goods delivery.
- 8.9.10 For the avoidance of doubt, any acknowledgement by KPLC on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory delivery without duly authorized approval by KPLC.
- 8.9.11 Nothing in clause 8.9 shall in any way release the Contractor from any warranty or other obligations under this Contract.

#### **8.10 Pre-Shipment Verification of Conformity (PVoC)**

- 8.10.1 All Contractors of imported goods and or products must obtain a Certificate of Conformity issued by an authorized KEBS appointed partner prior to shipment.  
**The Certificate is a mandatory customs clearance document in Kenya. KEBS has appointed a number of Inspection Bodies to perform the PVoC programme on their behalf depending on the country of supply origin. The cost of pre-shipment verification shall be borne by the Contractor**

*Full information on authorized inspection bodies should be obtained from KEBS.*

## **8.11 Packaging and Labeling**

- 8.11.1 The contractor shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 8.11.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be expressly provided for in the Contract
- 8.11.3 The labeling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 8.11.4 The goods shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 8.11.5 The Contractor shall enclose a packing list in each package and all documents relating to the Contract shall show the Contract Number detailed against the items.

## **8.12 Delivery and Documents**

- 8.12.1 Delivery of the equipment, manuals, drawings, documents required under the contract and installation of the same shall be made by the Contractor in accordance with the terms specified by KPLC in its Schedule of Requirements and the Special Conditions of Contract
- 8.12.2 Any late or non-submission of the documents required for payment shall be treated as part of non-performance on the part of the Contractor and KPLC shall be entitled to call up the Performance Security.
- 8.12.3 The Contractor should notify KPLC in writing of its intention to deliver goods fourteen (14) days prior to delivery, and a further confirmation two (2) working days before actual delivery to the designated delivery point.

## **8.13 Liability and Insurance**

- 8.13.1 The goods supplied under the Contract shall be fully insured by the contractor against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in this contract (Delivery Duty Paid terms)

- 8.13.2 The Contractor shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance of Works under the contract.
- 8.13.3 The Contractor shall (*except in respect to losses, injuries or damage resulting from any act or neglect of KPLC*) indemnify and keep indemnified KPLC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

## **8.14 Payment**

8.14.1 The method and conditions of payment to be made to the Contractor under this Contract shall be specified in the Special Conditions of Contract.

8.14.2 Payments shall be made by the Procuring entity as specified in the Special Conditions of Contract.

8.14.3 It is the responsibility of the Contractor to ensure that the documents required for payment under the contract are received by KPLC. The required documents are as follows;

### *18.14.3.1 Required documents for payment of 50% of the contract amount*

- (i) Contractor's invoice showing the goods/works description, quantity, unit price and total price*
- (ii) Delivery note for every consignment originating from the party contracted by KPLC. The Delivery Note should be serialized, dated and contain the number of the Official Purchase Order*
- (iii) Copy of the Certificate of Conformity (CoC) and/or Manufacturer's warranty certificate (where applicable)*
- (iv) Packing list identifying contents of each package which list should include casing number, full description of the items and the quantities in each package.*

### *18.14.3.2 Required documents for payment of 40% of the contract amount*

- (i) Contractor's invoice showing the goods/works description, quantity, unit price and total price*
- (ii) Completion certificate*

### *18.14.3.3 Required documents for payment of 10% of the contract amount*

- (i) Contractor's invoice showing the goods/works description, quantity, unit price and total price*
- (ii) Take-over certificate*

## **8.15. Interest**

18.15.1 Interest payment by KPLC is inapplicable in the contract.

## **8.16. Prices**

8.16.1 Subject to clause 15.2 herein-below, prices charged by the Contractor for the works performed under the contract shall, be fixed for the period of the contract with no variations.

18.6.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

### **8.17. Variations**

8.17.1 KPLC and the Contractor may vary the contract only in accordance with the following:

-

- a) *the quantity variation for goods and services shall not exceed ten percent (10%) of the original contract quantity.*
- b) *the quantity variation for works shall not exceed ten percent (15%) of the original contract quantity.*
- c) *The price or quantity variation must be executed within the period of the contract.*

### **8.18 Assignment**

17.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with KPLC's prior written consent.

### **8.19 Subcontracts**

18.1 The Contractor shall notify KPLC in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the contractor from any liability or obligation under the Contract

### **8.20 Project Manager**

8.20.1 KPLC shall appoint a Project Manager who shall be an employee of KPLC and who will be responsible for the overall management of the Works. The names and contacts of the person appointed as the Project Manager shall be communicated to the Contractor once such appointment is made.

8.20.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between KPLC and the Contractor.

8.20.2 The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractor.

### **8.21 Works**

8.21.1 The Contractor shall perform the Works in accordance with the Technical Specifications and the Implementation Program submitted by the Contractor.



## **8.22 Safety at the Work Sites**

8.22.1 The Contractor shall be responsible for the safety of all activities on the sites where Works are performed.

## **8.23. Discoveries**

8.23.1 Anything of historical or other interest or of significant value unexpectedly discovered on site where the Works are being carried out shall be the property of KPLC. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

## **8.24 Access to Site (s)**

8.24.1 The Contractor shall allow the Project Manager and any other person authorised by the Project Manager, access to the site (s) where Works are carried out and to any place where work in connection with the contract is being carried out or is intended to be carried out.

## **8.25 Instructions**

8.25.1 The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.

## **8.26 Dayworks**

8.26.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

8.26.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

8.26.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

## **8.27 Early Warning**

8.27.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Works, increase the contract price or delay the execution of the Works.

The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and completion date. The estimate shall be provided by the Contractor as soon as reasonably possible.

8.27.2 The Supplier shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced

by anyone involved in the Works and in carrying out any resulting instructions of the Project Manager.

### **8.28 Defects**

8.28.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Works that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor.

8.28.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period which begins after signing of the Certificate of Acceptance by KPLC. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

8.28.3 When notice of a defect is given; the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

### **8.29 Retention/Defects Liability**

8.29.1 KPLC shall retain 10% of the Contract Price for the duration of the Defects Liability Period after issuing the Certificate of Completion for the whole of the Works.

### **8.30 Completion and taking over**

8.30.1 Upon assessment by the Project Manager that the Works are complete, KPLC shall issue the Contractor with a Certificate of Completion.

### **8.31 Early Completion**

8.31.1 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

### **8.32 Corrupt gifts**

8.32.1 The Contractor shall not offer or give or agree to give to any person in the service of the KPLC any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for KPLC for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with KPLC.

8.32.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Disposal Regulations 2005 and the regulations made thereunder.

### **8.33 Termination**

8.33.1 KPLC may, without prejudice to any other remedy for breach of contract, by written notice sent to the *Contractor*, terminate this contract in whole or in part due to any of the following: -

- a) *if the Contractor fails to perform any obligation(s) under the contract.*
- b) *if the Contractor in the judgment of KPLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
- c) *by an act of force majeure.*
  
- d) *if the Contractor becomes insolvent or bankrupt*
- e) *if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.*
- f) *the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;*
- g) *the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;*
- h) *if the Contractor abandons or repudiates the Contract*

8.33.2 KPLC may by written notice sent to the Contractor, terminate the Contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for KPLC's convenience, the extent to which performance, by the Contractor, of the Contract, is terminated and the date on which such termination becomes effective.

8.33.3 For the remaining part of the Contract after termination for convenience, KPLC may pay to the Contractor an agreed amount for partially completed satisfactory performance of the Contract.

8.33.4 In the event that KPLC terminates the Contract in whole or in part for any of the reasons provided for in 8.02.1, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered or not rendered, and the Contractor shall

be liable to KPLC for any excess costs for such similar goods and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of KPLC.

8.33.5 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.

8.33.6 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.

8.33.7 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

#### **8.34 Force Majeure**

8.34.1 *Force majeure* means any circumstances beyond the control of the parties, including but not limited to: -

- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
- b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
- c) *rebellion, revolution, insurrection, military or usurped power and civil war;*
- d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
- e) *un-navigable storm or tempest at sea.*

8.34.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default nor in breach of its obligations under the contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the Contract entered into by the parties.

8.34.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.

8.34.4 Upon the occurrence of any circumstances of *force majeure*, the Supplier shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Contractor shall notify KPLC of the steps it proposes to take including

any reasonable alternative means for performance, which is not prevented by *force majeure*. The Contractor shall not take any such steps unless directed so to do by KPLC.

8.34.5 If the Contractor incurs additional costs in complying with KPLC's directions under sub clause 7.28.4, then notwithstanding the provisions of the Contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.

8.34.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the Contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

### **8.35 Liquidated Damages**

Notwithstanding and without prejudice to any other provisions of the contract, if the Contractor fails to perform any or all of the Works within the period specified in the contract, KPLC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed Works up to a maximum of ten percent (10%) of the Contract price of the delayed Works.

### **8.36 Warranty**

- 8.36.1 The Contractor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that the goods supplied under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied goods under the conditions obtaining in Kenya.
- 8.36.2 This warranty will remain valid for twelve (12) months after the Works or any portion thereof as the case may be, have been performed as indicated in the contract.
- 8.36.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 8.36.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective Works without cost to KPLC.
- 8.36.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the Contract.

### **8.37 Resolution of Disputes**

8.37.1 KPLC and the Contractor may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

8.37.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, the parties may resort to resolution before a recognized local forum for the resolution of the disputes.

### **8.38 Language and Law**

8.38.1 Language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **8.39 Waiver**

Any omission or failure by KPLC to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Supplier shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of KPLC's powers and rights as expressly provided in and as regards this contract.

## SECTION IX – SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and KPLC’s guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by KPLC if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

No.	GCC Reference Clause	Particulars of SCC
	<b>8.14 Terms of Payment</b>	<i>The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents.</i>
	<b>8.15 Project Manager</b>	<i>The Project Manager appointed by KPLC: Name: Nicholas Muthama Address: 30099, e-mail: nmuthama@kplc.co.ke Telephone: ext 2191</i>
	<b>8.16 Defects Liability Period</b>	<i>6 months after date of commissioning and presentation of completion certificate.</i>

	<b>8.17 Authorized distributor</b>	<i>Attach Manufacturer’s Authorization Forms</i>
	<b>8.18 Warranty</b>	<i>3 Year Manufacturer’s warranty on IP cameras. 1 Year on all other devices</i>
	<b>8.19 Support</b>	<i>2 Years preventive and maintenance contract As per attached standard SLA draft.</i>
	<b>8.20 Reference</b>	<i>At least 5 similar reference sites within country with contact number of the customer</i>
	<b>8.21 Electrical Engineering Services</b>	<i>Category of Registration with National Construction Authority (Minimum NCA 5)</i>
	<b>8.22 Local Support</b>	<i>Equipped local lab/workshop and qualified/certified personnel to provide after sale support</i>
	<b>8.23 System Hardware Reliability</b>	<i>Service without removing from rack or taking unit off-line</i>
	<b>8.24 Spares</b>	<i>Stored locally by contractor for fast replacement and minimum down time of the system.(attach necessary list spare parts)</i>

## **SECTION X - TECHNICAL SPECIFICATIONS**

### **PART I**

#### **INTEGRATED/UNIFIED IP SURVEILLANCE (CCTV) SYSTEM OBJECTIVES**

##### **1. OBJECTIVES**

- a) Kenya Power has a workforce of between 10,000 and 10,500 countywide. The company runs independent CCTV systems spread across the country. These are combination of Analog and IP systems from different manufacturers.
- b) The company therefore needs to implement a very scalable solution in the proposed sites. For remote operations and workforce management, KPLC desires to manage all its security operations from a single intuitive client interface.
- c) Further, a requirement to incorporate on to the existing unified security platform in order to ensure seamless support for Access control, Visitor management, Asset management, Intrusion detection & alarm techniques, Video surveillance/Video protection, License plate recognition, IP/SIP intercom/videophone, Integration of external systems in the future. Reporting permitting detailed and automated statistical computations.
- d) The purpose of the implemented unified security platform is to provide a support tool for the operation of all Electronic security components at KPLC
- e) The system will be hosted, monitored and managed centrally at the Head Offices- Stima Plaza and Security Command and control center (NCC JUJA) for Global monitoring with remote access via WAN and Web. Back-ups will be done at our Data Recovery Center.
- f) All branch/remote installations should run from a Central Database, meaning monitoring and management from all remote offices can be done locally through security center servers and unified client delegated at branch level using unified interface. The same can be done using mobile client stations etc.

##### **2. EXISTING EQUIPMENT AND ARCHITECTURE PRINCIPLE**

The unified platform integrates systems for video surveillance, access control, license plate recognition, Fire systems and other systems.

The system architecture is open, scalable and able to support:

- Intrusion detection and fire panels
- Building management
- Human resources management
- Perimeter guards and video analysis.

End users are be able to consolidate data from various sources into one solution.



The system architecture manages the multicasting of local and wide area networks.

Existing Equipment

CCTV: Pelco, Aricntvision, HKvision, Acti (To run on a Genetic unified platform)

Access control: Synel, vertex

Intruder Alarms- ProSYS (16/40/128) panel with central application software at Stima Plaza.

The systems run on windows environment and SQL database.

**Additional information on existing Cameras**

Station	Analogue Cameras	IP Cameras	Total Cameras	Brand
Electricity House Mombabsa	0	111	111	Aricont-vision (running under genetic unified platform)
Electricity House Nakuru	0	54	54	Aricont-vision (running under genetic unified platform)
Mbaraki Complex	0	64	64	Aricont-vision (running under genetic unified platform)
Electricity House Nairobi	0	70	70	ACTI
Stima Plaza	32	48	80	ACTI and Topica (All running under ACTI Platform)
Likoni road stores	0	48	48	AEBELL
Substations	0	320	320	Aricont-vision and Pelco. (running under genetic unified platform)
Isiolo road Stores and workshop	64	0	64	HIKVision
Jogoo road pay point	6	0	6	Lilin
Nyali Pay office	6	0	6	Bentech

### **3. PROPOSED SYSTEM COMPONENTS**

- a) IP Megapixel Cameras
- b) Master and Redundant Servers
- c) Client Workstation Computers
- d) Licenses
- e) Active Components; Core and Edge PoE switches, SFP's etc
- f) Passive components; Rack Cabinets, patch panels, cable organizers, patch cords
- g) Cabling infrastructure comprising of optical fiber backbone and S/UTP for edge cabling
- h) Power Back Up /UPS
- i) Accessories and Installation Materials (Bidders to Itemize as Necessary)

## PART II

### A) SYSTEM DESIGN OVERVIEW

#### **General:**

The video surveillance system must be an IP solution that can be scaled from **one to thousands of cameras**.

The system must be highly scalable and designed for future growth:

- It must provide seamless management of digital video data
- It must be designed with an open architecture
- It must be compatible with video surveillance system equipment (cameras, joysticks, storage units, arrays, servers, etc.) of many manufacturers and including existing system.
- It must be fault tolerant

The video surveillance system must not require any hardware for management, registration, operation, backup or owner virtualization for recording and video and audio surveillance.

Video handling in digital format must provide:

- Good quality video
- Multiple streaming
- Archival management

#### ***Federation of Systems (Integration into the Unified Security Platform)***

The video surveillance system must be fully integrated into the EXISTING unified security platform; it must use a single surveillance interface to ensure the unified and standardized operation of systems.

The configuration interface of the video surveillance system must be the same application as the configuration interface of the unified security platform.

It must allow:

- The administrator or users with appropriate access rights to change system settings
- Decentralized set-up and administration of the video surveillance system from anywhere on the IP network
- The administrator to configure access control system entities (An entity is a system component used to create a video surveillance system)
- Users to watch video and audio streams in real time

## Functional Specifications:

General features of the video surveillance module:

Equipment:

- The video surveillance system must interface with most of the IP encoders and cameras on the market:
  - ACTi(mandatory), American Dynamics, Arecont Vision(mandatory)
  - Ateame, Axis
  - Basler, Bosch/VCS
  - Canon, CBC Ganz, Cisco, Commend, Comtex, CNB
  - DigiSensory, Dynacolor
  - Econolite Autoscope, Epiphan
  - GE, GSG International
  - HIKVISION(mandatory)
  - Impath Networks, Interlogix (GE), ioimage, IONODES, IQinVision
  - JVC
  - Lumenera
  - Mango DSP, March Networks, Mavix, Mobotix
  - Optelecom-NKF, OTN
  - Panasonic, Pelco(mandatory)
  - (, Pixel Velocity, Phoenix IVS, Promelit
  - Samsung, Sanyo, Scallop Imaging, Sightlogix, Sony, Stardot
  - Teleste, Toshiba, Truen
  - UDP
  - Verint, VideoIQ, Vivotek
- The compatibility of a product must allow for operation, set-up and configuration through the video surveillance system and allow for the operation of the largest number of functionalities offered by the integrated product.
- The video surveillance system must support interoperability standards of IP security products such as:
  - ✓ ONVIF

Video quality:

- The video surveillance system must incorporate image analysis both on live and recorded view.
- The system must offer real-time streaming with at least 25 frames per second at 4CIF resolution for each analogue camera and up to 16 CIF for megapixel cameras. It must also support non-CIF resolutions used by high-definition cameras with progressive scan or megapixel IP

#### Multiple streaming:

- The stream may be encoded in digital compression formats — MPEG-4, MPEG-2, MJPEG, H.264, Wavelet or JPEG2000 — allowing for real-time recording by each camera or encoder
- Multiple video streams from single or multiple cameras must be supported.

#### Storage:

- The recording device must allow for the archiving of all video sources on hard drives at all times.
- The video surveillance system must be based on an open architecture that allows the use of non-proprietary storage hardware and places no limits on storage capacity so that it may be increased at any time.
- The video surveillance system must have long-term storage capabilities on backup devices supported by Windows.
- All storage devices or storage drives connected to a PC or a network should be integrated into the centralized storage system:
  - Network attached storage (NAS) on a local or wide area network.
  - Storage area network (SAN).
  - SCSI/Fibre Channel Disks
- The system must ensure continuity of service through the failover mechanism, which must occur in less than a minute; No user intervention must be required
- These devices must be configurable via the Graphical User Interface (GUI) on the workstation operating system
- The system must also offer several solutions to guard against accidental loss of data; The system must ensure the availability of archives by combining the following solutions:

#### Redundant archiving:

- Redundant archiving must provide an exact replication of video archives generated by the system's main recorders

#### Auxiliary archiving:

- The system must create additional copies of the video archives of cameras with different functions in terms of scheduling quality and image size

- The storage system must support video servers capable of recording to peripheral devices (SD cards, USB drives, etc.) and permit automatic and/or manual transfer of data on the storage server; or other storage medium as deemed fit.

Recordings may be consulted based on several criteria:

- Time interval
- Request to read
- Analysis of video events
- Motion detection
- Bookmarks
- Alarms
- Offline unit events

CCTV keyboards:

These keyboards must allow users to select and remotely control fixed and mobile cameras.

The system must integrate the management of analogue keyboards that allow users to select and send images to a monitor or a video wall.

These control keyboards must possess, at a minimum, the following characteristics:

- Joystick for the remote site, azimuth and zoom cameras with high accuracy
- The digital keypad for accessing the cameras must have intuitive ergonomics
- The system must be compatible with the following list of protocols for PTZ keyboards:
  - Pelco ASCII
  - Pelco KBD-300
  - Pelco P
  - Samsung
  - Bosch
  - Panasonic
  - HKVISION

## **Functional Specifications:**

### ***Architecture:***

Servers and storage devices must use minimum RAID-5-architecture and L.A.I.D architecture for the common storage, or its technical equivalent.

If one drive fails, the normal system must be maintained on other drives. The failed drive will be removed and replaced. This operation must be performed quickly and simply maintaining the normal operation of other hard drives.

In case of failure, the items following items must be redundant and hot-swappable (power on):

- Hard drives
- Power supply
- Fans

In case of malfunction of a hard disk, the Spare disk must be used and reconstruction of the RAID/LAID group of hard drives will be done automatically.

The system must be a multi-user and multi-tasking environment.

The system must support a distributed IP network environment.

All communications between servers, clients and hardware controllers must be based on TCP/IP protocol.

The distributed architecture must allow:

- A high level of reliability
- Maximum scalability
- Hardware independence

### ***System Security:***

Client applications must be protected by password. The passwords must be stored in encrypted form in the database server configuration.

The system must take into account the management of user rights and administrators in multi-site, multi-tenant modes, permitting the creation of invisible database segments by some users and/or administrators.

The system must integrate a surveillance service. The surveillance service must continuously analyze the status of the installation (services, power,servers, cameras, etc.).

In case of malfunction or failure of one installation component, the surveillance service should implement a warning process.

The Graphical User Interface (GUI) integrated into the unified security platform must provide the user with a comprehensive and detailed overview of these subsystems.

The surveillance interface must provide a graphical interface to control and monitor the unified security platform.

### ***Server Application:***

The system must be structured around a client/server-type architecture.

The application server must have a time interface synchronized to a reference source. It should be a time server for all equipment installed on the network.

Server applications must be compatible with multiple operating systems, 32-bit and 64-bit, including Windows 7, Windows Vista, Windows XP, Windows Server 2003 and Windows Server 2008.

The system database servers must be designed to work with SQL Server 2005 or Microsoft 2008.

Applications of the video surveillance system can be installed on multiple machines to allow the distribution of archiving on a local or wide area network.

Applications of the video surveillance system must not impose any limit on the number of machines that can be connected to a network to form a distributed archive server system.

Application, archive and storage servers can be installed in a virtual-type environment: VMware ESXi/ESX 3.5 and 4.0 or equivalent.

The system must consist of the following components:

#### Directory Server

- The directory server that will establish connections and receive and display centralized configuration information

#### Federation Server

- Must be the bridge linking the various facilities
- Users of the host system must be able to simultaneously access cameras and other peripheral devices.

#### Archiving System

- Must support the operation of the system's centralized video units (encoders and decoders).
- Must automatically detect new units that are added to the system.
- Must record audio and video streams according to the timetable specified by users.
- Must manage an index of events, movement marks and bookmarks in a relational database to help users quickly and easily find any video sequence of interest.



- Must integrate functionalities such as encryption controls and electronic signatures.
- Must integrate multiple archive servers (as well as **failover** and **redundancy**) to improve processing power and protect against failure.
- Must allow playback of backups on tape or in folders.
- Must include additional archiving

### **Video monitors**

- The LCD video monitors must allow for viewing of system camera images in real time.
- The LCD video monitors must be attached to the operator furnishings and on the wall in the supervision room in an arrangement that must be validated during operation studies.
- The angle of vision must ensure the visual comfort of the users in the room. Monitors must allow time for the appearance of the image that is compatible with real-time operating cameras.
- Should be colour monitors that can run for 24 hours a day in an interior setting.
- The system must integrate a surveillance service. The surveillance service must continuously analyze the status of the installation (services, servers, cameras, readers, client stations, etc.).
- In case of malfunction or failure of one installation component, the surveillance service should implement a warning process.

### ***Capacity of IP-Based Video Surveillance System:***

The user interface must consist of a single client configuration interface and a single client surveillance interface (Operation).

System server modules must be compatible with multiple operating systems, 32-bit and 64-bit, including Windows 7, Windows Vista, Windows XP, Windows Server 2003 and Windows Server 2008.

System client modules must run on multiple OS including Windows XP, Windows 7 or Windows Vista, 32-bit and 64-bit.

The system must be designed with the latest and most effective design tools.

The system database servers must be designed to work with SQL Server 2005 or Microsoft 2008.

Capacity and scalability:

The system must support a large number of configurations.

All systems must provide the possibility of at least a 30% expansion of software and hardware.

The system must be able to manage an unlimited number of logs and transaction histories (events and alarms), the maximum number being dependent on the amount of disk space available and the duration of storage required by KPLC by event category.

### PART III

#### TECHNICAL SPECIFICATIONS:

NOTE: BIDDERS MUST INDICATE COMPLIANCE /DEVIATION TO THE TECHNICAL SPECIFICATIONS

#### IP MEGAPIXEL CAMERAS

Feature	Technical Specification	Bidder's Response
<b>5 MEGAPIXEL ENVIRONMENTAL IP OUTDOOR/INDOOR FIXED MINI DOME IR CAMERAS</b>		
Max Resolution	2048x1536	
Image Sensor	1/3.2-inch CMOS	
Lens	3-9 mm, varifocal	
IR Illumination	Integrated Adaptive IR Illumination	
Focus /Zoom	Auto focus, remote zoom	
Day/Night	Day/Night Capability	
Wide Dynamic Range	65 dB	
Illumination	0.03 lux @ f/1.2	
Max IPS at Max Resolution	12 IPS	
Video Streams	2 configurable streams	
Audio	Bidirectional	
Analytics	Simple motion detection/ camera sabotage	
Local Storage	Up to 32 GB with microSDHC or SDXC, record video	
Power Input	PoE (IEEE 802.3af, Class 3), 24 Vac	
Warranty	3-Year Warranty and Support	
ONVIF	ONVIF Profile S Conformant	

Feature	Technical Specification	Bidder's Response
<b>5 MEGAPIXEL IP ENVIRONMENTAL BULLET OUTDOOR/INDOOR FIXED CAMERAS C/W INTEGRATED LENS AND IR</b>		
Max Resolution	Up to 5 Megapixel (MPx) 2592 x 1944 (5.0 MPx) Resolution	
Image sensor	1/3.2-inch CMOS	
Lens	3-9 mm, Varifocal	
IR Illumination	Integrated Adaptive IR Illumination	
Local Storage	Accessible Edge Storage with Micro SD Card	
Frames per second	Up to 30 Images per Second (IPS) at 1080p	
Focus	Autofocus Motorized Remote Zoom Lens	
Compression	H.264 and MJPEG Compression Capability	
Day/Night	Day/Night Capability	
Illumination	0.03 lux @ f/1.2	
PoE	Power over Ethernet (IEEE 802.3af) or 24 VAC	
Video Streams	Up to 2 Simultaneous Video Streams	
Video Analytics	Motion Detection and Camera Sabotage Analytics	
Warranty	3-Year Warranty and Support	
ONVIF	ONVIF Profile S Conformant	

Feature	Technical Specification	Bidder's Response
<b>12-MEGAPIXEL H.264 WDR 180° PANORAMIC DAY/NIGHT INDOOR/OUTDOOR DOME IP CAMERAS</b>		
Image Sensor	4 x 3MP CMOS WDR	
Optical Format	1/3.2" Progressive Scan	
Pixel Pitch	2.2µm	
Minimum Illumination	Day/Night 0.025 Lux, IR sensitive	
Full Field of View (FOV) Resolution	Per Sensor 2048 H x 1536 V; Total = 4096 H x 768 V	
Dynamic Range	Up to 100dB at Full Resolution	
Lens	M12 small size lens, true 3MP lens	
Video Frame Rates	Max 5.2fps (8192 x 1536); 16.7fps (4096 x 768)	
Compression Type	H.264 (MPEG-4, Part 10)	
Multi-Streaming	8 non-identical streams (2 per sensor)	
Electrical	Power Over Ethernet; PoE 802.3af, Class 3 Auxiliary Power; 12–48V DC and 24V AC	
Programmability	Auto adjustment between WDR and LDR modes	
	Binning Mode; Privacy mask	
	Flexible Cropping (resolution windowing down to 1x1 pixel for JPEG and 2x2 pixels for H.264)	
	+/-5° Digital Vertical Alignment to adjust images; Electronic pan, tilt, zoom (PTZ)	
	On-camera real-time motion detection with up to 1024 detection zones (per sensor)	
	Bandwidth and storage savings by running at 1/4 resolution; Bit rate and bandwidth limit control	
Compliance	Industry Standard; ONVIF Conformant	
	Listings; UL (CB)	
	FCC Compliance; 47 CFR 15 Class A	
	Environmental; RoHS, REACH, WEEE	
	Markings; (CE) EN55022 Class A, EN55024, EN61000-3-2, EN61000-3-3, EN60950-1	
Mechanical	Protection Ratings; IK-10 vandal-resistant polycarbonate dome; IP66 water/dust protection rating	

Feature	Technical Specification	Bidder's Response
<b>12-MEGAPIXEL H.264 WDR ALL-IN ONE OMNI DIRECTIONAL USER-CONFIGURABLE MULTI-SENSOR TRUE DAY/NIGHT INDOOR/OUTDOOR DOME IP CAMERAS</b>		
<b>Image Sensor</b>	4 x 3MP CMOS	
<b>Optical Format</b>	1/3.2"	
<b>Pixel Pitch</b>	2.2µm	
<b>Minimum Illumination</b>	Color-0.5 Lux	
	Color Binning -0.15 Lux	
	Day/Night -0 Lux, IR sensitive	
<b>Full Field of View (FOV) Resolution</b>	Total:8192 H x 1536 V	
	Per Sensor:2048 H x 1536 V	
<b>1/4 Resolution</b>	Total:4096 H x 768 V	
	Per Sensor:1024 H x 768 V	
<b>Lens</b>	8mm, F/1.6", H-FOV = 33°	
<b>Video Frame Rates</b>	5.2fps (8192 x 1536)	
<b>Power Over Ethernet</b>	PoE 802.3af, Class 3	
<b>Gimbal</b>	Easily adjustable, 2-axis w/360° pan and 90° tilt	
	Up to 4 Individual Camera Gimbals can be Independently Placed in Any Orientation Around a 360° Track with Extra Positions for Looking Straight Down	
<b>WDR</b>	100dB at Full Resolution	
<b>Day/Night</b>	True Day/Night Functionality with Mechanical IR cut filter	
<b>Binning Mode</b>	Binning mode for strong low light performance	
<b>Casing</b>	Die-cast aluminum chassis with polycarbonate dome bubble	
<b>Data Transmission</b>	Compression Type:H.264 (MPEG-4, Part 10)/Motion JPEG 21 levels of quality	
<b>Compliance</b>	Listings: UL (CB)	
	FCC Compliance: 47CFR 15 class A	
	Environmental: RoHS, REACH, WEEE	
<b>Environmental</b>	Protection Ratings: IP66 water/duct protection rating; IK-10 impact-resistant polycarbonate dome	
<b>Operating temperature</b>	-40°C (-40°F) to +50°C (122°F)	
<b>Humidity</b>	0% to 90% (non-condensing)	
<b>Stable image temperature</b>	0°C (32°F) to +50°C (122°F)	
<b>Storage temperature</b>	-40°C (-40°F) to +60°C (140°F)	

## NETWORK VIDEO RECORDER (NVR) SERVERS

Feature	Technical Specification	Bidder's Response
<b>Network Video Recorder (NVR) Servers</b>		
<b>Processors</b>	Intel® Xeon® processor E5-2600 product family	
<b>Operating systems</b>	Microsoft® Windows Server® 2012 Microsoft Windows Server 2008 R2 SP1, x64 (includes Hyper-V® v2) Microsoft Windows® Small Business Server 2011 SUSE® Linux® Enterprise Server Red Hat® Enterprise Linux® <b>Virtualization options:</b> Citrix® XenServer™ VMware vSphere™ ESX and ESXi Red Hat Enterprise Virtualization®	
<b>Memory1</b>	Up to 768GB (24 DIMM slots): 2GB/4GB/8GB/16GB/32GB DDR3 up to 1600MT/s	
<b>Maximum internal storage1</b>	Up to 10TB	
<b>Hard drives</b>	<b>Hot-plug hard drive options:</b> 2.5" PCIe SSD, SAS SSD, SATA SSD, SAS (15K, 10K), nearline SAS (7.2K), SATA (7.2K) Self-encrypting drives available	
<b>Processor sockets</b>	2	
<b>Internal interconnect</b>	2 x Intel Quick Path Interconnect (QPI) links: 6.4 GT/s, 7.2 GT/s, 8.0 GT/s	
<b>Drive bays</b>	Up to ten 2.5" hot-plug SAS, SATA, or SSD or up to four hot-plug 2.5" SAS, SATA, or SSD + two PCIe SSD	
<b>RAID controller</b>	<b>Internal controllers:</b> PERC S110 (SW RAID) PERC H310 PERC H710 PERC H710P	
	<b>External HBAs (RAID):</b> PERC H810 <b>External HBAs (non-RAID):</b> 6Gbps SAS HBA	
<b>Form factor</b>	1U rack	

Feature	Technical Specification	Bidder's Response
<b>Network Video Recorder (NVR) Servers</b>		
<b>Cache</b>	2.5MB per core; core options: 2, 4, 6, 8	
<b>Chipset</b>	Intel C600	
<b>I/O slots</b>	<b>3 PCIe slots:</b> (10-drive-bay configuration is available only with the 3 PCIe slot option) Two x16 slots with x16 bandwidth, half-height, half-length One x16 slot with x8 bandwidth, half-height, half-length <b>or</b> <b>2 PCIe slots:</b> One x16 slot with x16 bandwidth, full-height, 3/4 length One x16 slot with x16 bandwidth (or x8 with one processor only), half-height, half-length	
<b>Power supply</b>	Titanium efficiency, hot-plug redundant 750W power supply; Platinum efficiency, hot-plug redundant 495W or 1100W power supplies; 1100W DC power supply; Auto-ranging power supplies	
<b>Remote management</b>	iDRAC7 with Lifecycle Controller iDRAC7 Express (default), iDRAC7 Enterprise (upgrade option), 8GB vFlash media (upgrade option), 16GB vFlash media (upgrade option)	
<b>Systems management</b>	IPMI 2.0 compliant	



Feature	Technical Specification	Bidder's Response
<b>Client Workstation Computer</b>		
<b>Processors</b>	Intel® Xeon® Processor E3-1200 v3 Family; 4th generation Intel® Core™ i7 and i5; Turbo Boost Technology 2.05 and Intel Integrated HD Graphics on select processors; optional Intel vPro™ technology	
<b>Operating Systems</b>	Windows® 8 Pro (64-Bit) Genuine Windows® 7 Ultimate 64-Bit; Genuine Windows® 7 Ultimate 32-Bit Genuine Windows® 7 Professional 64-Bit; Genuine Windows® 7 Professional 32-Bit Red Hat® Enterprise Linux® WS v.6.4 EM64T	
<b>Chipset</b>	Intel® C226 Chipset	
<b>Memory<sup>2, 4</sup></b>	Up to 32GB 1600MHz ECC; up to 16GB 1600MHz non-ECC DDR3 memory; 4 DIMM slots	
<b>Graphics<sup>4</sup></b>	Mini tower: one PCI Express® x16 Gen 3 graphic card up to 150W (total for graphics) (some cards available in dual config): Small form factor: one low profile PCI Express® x16 Gen 3 graphic card up to 50W (total for graphics):	
<b>Storage Options<sup>6</sup></b>	Mini tower: up to two 3.5" or four 2.5" SATA drives; Small form factor: one 3.5" or two 2.5" SATA drives; Both: Intel Smart Response Technology (SRT) <sup>8</sup> , Intel Rapid Start Technology (RST) <sup>8</sup> , Smart Connect Technology (SCT) <sup>8</sup> with select drives	
<b>Storage Controller</b>	Integrated: Intel Rapid Storage Technology supporting SATA 6Gb/s and host based RAID 0/1/5/10	
<b>Communications</b>	Integrated: Integrated Intel 82579 Gigabit Ethernet controller with Remote Wake UP, PXE and Jumbo frames support Optional: Broadcom NetXtreme 10/100/1000 Gigabit Ethernet controller (PCI Express card)	
<b>Audio Controller</b>	Integrated Realtek ALC269Q High Definition Audio	

Feature	Technical Specification	Bidder's Response
<b>Client Workstation Computer</b>		
<b>Storage Devices</b>	Up to two optional optical drives: DVD-ROM; DVD+/-RW; Optional 19-in-1 media card reader (installed in 5.25" bay)	
<b>Environmental and Regulatory</b>	ENERGY STAR® 5.2 configurations available including optional 80 PLUS® registered Gold power supplies; EPEAT® registered (see epeat.net for specific registration rating/status by country); China CECP; GS Mark. For a complete listing of declarations and certifications, see Dell's regulatory and compliance homepage at dell.com/regulatory compliance	
<b>Security Options<sup>6</sup></b>	Trusted Platform Module 1.2 (TPM 1.2); Intrusion switch; Setup/BIOS Password; I/O Interface Security; Kensington® lock slot, Padlock ring, lockable power supply; Dell Data Protection (DDP): DDP   Security Tools for advanced authentication; DDP   Protected Workspace for malware; DDP   Encryption for data protection	
<b>Chassis</b>	HxWxD: 14.17" x 6.89" x 17.13" / 360mm x 175mm x 435mm Bays: Two internal 3.5" bays; two external 5.25" optical bays Slots: One PCIe x16 Gen 3; one PCIe x16 Gen 2 wired x4; one PCIe x1; One PCI 32bit/33MHz Power Supply: 365W 90% efficient (80 Plus® Gold Certified); 290W 65% efficient	
<b>Monitor Compatibility</b>	UltraSharp series - high-performance monitors with PremierColor (on select models) and ultrawide viewing: 21.5"-30";	
<b>Keyboard; Mouse; Speakers</b>	Smartcard Keyboard; Multimedia Keyboard; USB Optical Mouse; Laser USB 6-Button Mouse; 2.0 and 2.1 stereo speaker systems available; sound bar for select flat-panel displays	
<b>Warranty and Support Services</b>	1-year.	

Feature	Technical Specification	Bidder's Response
<b>Maintenance Tool -Client Laptop</b>		
<b>Processor Options</b>	Intel® Core™ i5 and i7 processors up to i7-37x0QM	
<b>Operating System Options</b>	Genuine Windows® 7 Home Basic6, Genuine Windows® 7 Home Premium, Genuine Windows® 7 Professional, Genuine Windows® 7 Ultimate, Linux Ubuntu 11.10	
<b>Memory</b>	DDR3 SDRAM (1333 MHz or 1600MHz ) 2 slots supporting 2G, 4GB, 8GB7 DIMMs	
<b>Chipset and Intel Responsiveness Technologies</b>	Mobile Intel® QM77 Express Chipset Optional Intel Rapid Start Technology (SSD is required) Optional Intel Smart Connect Technology (SSD and Intel WLAN are required)	
<b>Graphics</b>	Intel® HD Graphics 4000 (for Intel Core i3/i5/i7 3xxxM processors); Intel® HD Graphics 3000 (for Intel Core i3 processors) ; NVIDIA® NVS™ 5200M (GDDR5 1GB) Discrete Graphic with Optimus	
<b>Display</b>	14.0" HD (1366x768) Wide View Outdoor Viewable LED 14.0" HD (1366x768) Wide View Outdoor Viewable Resistive Touchscreen LED *Both with impact resistant protective front glass	
<b>Storage</b>	7200 rpm SATA up to 750GB 5400 rpm SATA up to 320GB Encrypted (FDE/SED) FIPS Opal 7200 rpm 320GB4 Mobility Solid State up to 256GB Encrypted Mobile Solid State up to 256GB4 Dell Fast Response Free Fall Sensor and HDD Isolation (standard on motherboard) E-Module Bay II Secondary HDD Option	
<b>Optical Drive Options</b>	DVD-ROM, DVD+/-RW via E-Modular Bay II	
<b>Multimedia Options</b>	High quality speakers, Stereo headphone/Microphone combo jack, Integrated noise reducing array microphones, optional integrated HD video webcam and Dell Webcam Central software	
<b>Battery Options</b>	6-cell (60Wh) Lithium Ion battery with ExpressCharge™ 9-cell (97Wh) Lithium Ion battery 9-cell (87Wh) 3 Year Limited Hardware Warranty10 Lithium Ion battery 9-cell (97Wh) Extended battery slice 3-cell (30Whr) E-Modular Bay II Battery	
<b>Power Options</b>	90W AC Adapter, 65W BFR/PVC Free AC Adapter3, 90W Auto/Air DC adapter (optional)	

Feature	Technical Specification	Bidder's Bidder's Response
<b>Feature</b>	<b>Technical Specification</b>	
<b>High Definition LCD Monitors</b>		
Resolution	Minimum 1920 x 1080p full HD native resolution. Wireless LAN and WIMAX Options.	
LED Backlight Technology	Must use energy saving LED backlighting rather than cold cathode fluorescent lights (CCFL). Intel® Centrino® Advanced N 6205, Intel® Centrino® Advanced N 6210, Intel® Centrino® Ultimate-N 6300, Dell Wireless 1504 (802.11g/n/XT), Dell Wireless 1502 (802.11n 2x2)	
PIP	Must provide picture-in-picture (PIP) for any combination of 4 inputs	
Energy Star certified	Must be Energy Star certified ensuring reliability in a 24/7 security installation environment. VeriSec 5630 Multi-Environment HSPA-EVDO Mini Card (Gobi™)	
Design	Must be a compact, Dell lightweight 550 Single-frame composition for desktop or wall-mount installation. Mobile Broadband (Verizon-US only), Dell Wireless 5804 LTE Mobile Broadband (AT&T-US only) Bluetooth Option: Wireless 380Bluetooth® 4.0	
<b>Ports, Slots &amp; Chassis</b>	Network connector (RJ-45), USB 2.0 (2) - 1 USB/eSATA combo; USB 3.0 (2), Stereo headphone/Microphone combo jack, Memory card reader, 54mm ExpressCard, Docking connector, VGA, HDMI, 1 Full and 2 Half Mini Card Slots Optional SmartCard Reader/Contactless SmartCard Reader/Fingerprint Reader or FIPS Fingerprint Reader, Additional USB 3.0 ports option via E-Modular Bay II I/O serial port interface	
<b>Input Device Options</b>	Dual Pointing Keyboard: Standard or Backlit, Multi-touch Touchpad, Resistive-touch Panel Option (Single Point glove touch)	
<b>Regulatory and Environmental Compliance</b>	Regulatory Model: P25G Regulatory Type: P25G002 Energy Star 5.2 (Windows OS) EPEAT Gold (US/Canada); EPEAT Silver (France, Germany, Sweden)	
<b>Rugged Features and Testing</b>	MIL-STD 810G shock, vibration, temperature, altitude, and humidity; IEC60529 IP5X for Dust Optional Carrying Handle; optional Mobile Broadband Pass-Through Cable3	
<b>Systems Management</b>	Intel® vPro™ Technology's advanced management features (optional, requires Intel WiFi® Link WLAN), TPM 1.24	
<b>Warranty &amp; Support Services</b>	1 Year.	
<b>Configuration Services</b>	Factory Image load. BIOS Customization. Hardware Customization, Asset Tagging and Reporting.	

## ACCESS CONTROL

Feature	Technical Specification	Bidder's Response
<b>BIOMETRIC/CARD READER ACCESS CONTROL SYSTEM</b>		
<b>BIOMETRIC/CARD READER</b>		
Fully Integrated Biometric and card reader access control system	The reader must serve as a controller, biometric reader, card reader as a single module in one device.	
Onboard Card reading	Support onboard card reading technologies for 125KHZ proximity and 13.56MHZ Mifare,iclass(16K and 32K bits),DESFire and dual technology(ie Proximity and Mifare. Allow other support to external technology using Wiegand connections.	Onboard Card reading
Communications	Onboard 10/100mps Ethernet using CAT5/6 cable. Allow direct communication with Host server without a controller.	
Enrollment	Allow fast finger print enrollment using TCP/IP. Enroll finger print and card holder at the same time without the need for separate finger print/card holder enroller. This shall be done directly through the access control system.	
Support Messages	The reader Must have Large graphical LCD screen to allow users messages to be legible eg access denied,card expired etc. The messages must be editable into local language from the control software.	
Data base	Structured database to Support at least 123,000 card holders and support atleast 8,000 transactions in offline operations. Must have internal rechargeable Lithium back up battery.	
Offline Operating Mode	The reader must contain an up-to-date information offline. Finger prints and card holder templates must be stored from the control computer and frequent updates downloaded on to the reader.	
Configurations	Allow configuration through the Control computer and also via the keypad on the reader.	

Input/Output	Atleast four inouts to monitor alarms and two changeovers relay outputs to activate door or other equipment.	
Scan parameters	Offer high resolution scanning detecting conductivity of living tussues beneath the skin which Must match FBI requirements and shall be FIPS201 certified.	
Housing	Flame retardant polycarbonate with fully encapsulated electronics. Must be small and light and approved by client.(attach brochure)	
<b>ACCESS CONTROL MANAGEMENT/APPLICATION SOFTWARE</b>		
Integrated Command and control	System must be able to monitor a condition for one integrated subsystem while triggering an action for another.eg camera pop up upon perimeter break in or access violation.	
WEB-Based	Must be WEB based platform that offers easy to use browser based applications that can be Accessed from any networked location via a PC, tablet or smart phone. Allow Users to respond to alarms online, configure the access control system remotely, as well as import personnel data and view WEB security dashboard reports,without the requirement of installing any software	
Real time central Event/alarm monitoring	Allow a real time view of all cardholder(s) movements in a selected zone/area providing information on who is present on site, as well as a counter of the total people in a zone/area and other real time events management. Provide a complete graphical and textual representation of the status of the entire access control system and integrated sub systems. The system must respond to alarm situations in real time providing a dynamic on-screen interface to systems with advanced graphical maps, live video pop-up and remote door broadcasting.	
Transactions Display	Allow split screen view of real-time transaction outcomes and alarms. When a card is swiped at a reader, the cardholder's stored image and associated personnel details are displayed to allow cross check that the right person is using	

	the card.	
Visitor Management	The system Must allow Visitor management bith locally and remotely via WEB to enable users request and manage temporary cardholders (visitors) from any location via a standard web browser, using an easy to use Front-end web application. Such management shall include; add visitor details, photos, sponsor details, reason for visit, visit duration and access level required	
Integration with other systems	The software MUST be Fully integratable to GENETIC Security management software. It must seamlessly integrate with other third party systems like Intruder alarms,CCTV,Fire alarm systems,Perimeter detection systems etc.	
Database Partitioning	Must allow multiple partitions for multi-site operations. Partitioned system administrators shall have the ability to add personnel cardholders, produce ID badges and manage alarms on their own site, but are prevented from seeing the data of other partitioned databases that reside on the same access control server.	
Reports	Must be able to avail Local and WEB-Based reports such as presence/absence reports, access control reports, Event reports, System function ability reports, time and attendance, among others.	
Perimeter Monitoring	The software must integrate with other perimeter monitoring systems like CCTV, Intrusion systems,perimeter fencing systems and provide pop ups and other alerts on breach of perimeter conditions.	

## **INTRUDER ALARM SYSTEMS**

Specifications as captured in the Bill of quantities.

## BACK-UP STORAGE

Feature	Technical Specification	Bidder's Response
<b>NETWORK-BASED BACK-UP STORAGE</b>		
<b>Storage Architechure</b>	Networked Based storage system using L.A.I.D(Linear Array of Idle Disks) and S.F.S.(Sequential Disk Filing System) technology for high disk reliability,extended lifetime,Long file retention and simple system management.	
<b>Power consumption</b>	Maximum of 60Watts power consumption. Dual Hot-swap PSU rated not more than 320W To protect disk failure due to high temperatures Availability of Software-controlled temperature fans.	
<b>Disk Management</b>	MUST use any make, model and capacity of 3.5" SATA disk drives including any mix of drives. Allow Disks to be added "on the fly" shall automatically be incorporated into the Array. Must allow specific identification of time spans in the physical location Shall allow disks to be extracted at any time. Disk Status shall be displayed through the disk status LEDs indicating writing, selection, fault and removal readiness etc.	
<b>Integration</b>	Must integrate DIRECTLY and seamlessly with other Video Management System (VMS) like GENETIC, Aricont Vision, ACTI, Bosch and others. Must provide a comprehensive SDK for VMS manufacturers who wish to develop support for the storage.	
<b>Configurations and Management</b>	simple to configure, manage and monitor through universal site configuration tool, Windows application allowing automatic device discovery,configuration of settings, analysis of disks and a basic level of diagnostics	
<b>Interface</b>	Dual Gigabit Ethernet	
<b>Disk Capacity</b>	120TB(8TBX15x3.5" Disk array.)	
<b>Alarms input and Alarm relays</b>	Inputs:4 software configurable e.g. disk fail, disk inserted, disk extracted, etc. Relays:4 software configurable e.g. UPS active, power down, etc.	
<b>OS</b>	Embedded Linux on solid state memory	
<b>scalability</b>	Provide unlimited scalability with throughput of 400Mbit/sec	



## **Core Switches**

The Cisco Catalyst WS-C3560X-24T-S Switch is an enterprise-class stackable and standalone switch. This switch provides high availability, scalability, security, energy efficiency, and ease of operation with innovative features such as Cisco StackPower, IEEE 802.3at Power over Ethernet Plus (PoE+) configurations, optional network modules, redundant power supplies, and Media Access Control Security (MACsec) features.

The Cisco Catalyst WS-C3560X-24T-S with StackWise Plus technology provides scalability, ease of management and investment protection for the evolving business needs.

### **Key features of the WS-C3560X-24T-S:**

- 24 x 10/100/1000 ports
- Optional four Gigabit Ethernet (GbE) SFP or two 10GbE SFP+ uplink network modules
- Dual redundant, modular power supplies and fans
- Media Access Control Security (MACsec) hardware-based encryption
- IPv4 and IPv6 routing, Multicast routing, advanced quality of service (QoS), and security features in hardware
- Enhanced limited lifetime warranty (LLW) with next business day (NBD) advance hardware replacement and 90 day access to Cisco Technical Assistance Center (TAC) support
- Enhanced Cisco EnergyWise for operational cost optimization by measuring actual power consumption of the device, reporting, and reducing energy consumption across the network
- Cisco StackPower technology: An innovative feature and industry first for sharing power among stack members
- Cisco StackWise Plus technology for ease of use and resiliency with 64 Gbps of throughput

## Technical Specifications

Feature	Technical Specification	Bidder's Response
<b>Core Switches</b>		
<b>Description</b>	Cisco Catalyst WS-C3560X-24T-S-24 Port IP Base Switch	
<b>General</b>	RAM: 256MB Flash Memory: 128MB Layer 3 Functions: Yes	
<b>Networking</b>	<p><b>Networking</b></p> <p>Ports Quantity                      24 x Ethernet 10Base-T, 100Base-TX, 1000Base-T SNMP 1/2c/3,</p> <p>Remote Management Protocol      RMON 1/2, Telnet, HTTP, HTTPS, TFTP, SSH-2</p> <p>IPV6 Support                              Yes</p> <p>Netflow Support                          No</p> <p>Mac Addresses                            12,000</p> <p>Packet Switching Capacity          160 Gbps</p> <p>Number of VLANs                        1005</p> <p>Power Over Ethernet                  No</p> <p>Jumbo Frames                            9216 bytes</p>	
<b>Noise Specification</b>	Noise Level (DbA)      55 Recommended Location Data Center	
<b>Environmental</b>	Min Operating Temperature 0 Â°C Max Operating Temperature 40 Â°C Humidity Range Operating 10 - 90%	

## Edge Switches

The Cisco SG300-28P 26-Port Gigabit PoE Switch is part of the Cisco Small Business line of network solutions, a portfolio of affordable managed PoE switches that provides a reliable foundation for your business network. These Cisco SG300-28P switches deliver the features you need to improve the availability of your critical business applications, protect your sensitive information, and optimise your network bandwidth to deliver information and applications more effectively. Easy to set up and use, the Cisco SG300-28P 26-Port Gigabit Switch provides the ideal combination of affordability and capabilities for small businesses, and helps you create a more efficient, better-connected workforce.

## Key Features

- Twenty-six 10/100/1000 switched RJ-45 ports with auto medium dependent interface (MDI) and MDI crossover (MDI-X) cable detection
- Twenty-four Power over Ethernet (PoE) ports offering up to 180W output
- 2 mini Gigabit Interface Converter (mini-GBIC) slots for fiber and copper Gigabit Ethernet expansion (shared)
- Nonblocking, store-and-forward switching mechanism
- Simplified QoS management enabled by advanced queuing techniques using 802.1p, differentiated services (DiffServ), or type of service (ToS) prioritisation schemes enhances the performance of real-time applications such as voice and video
- Configuration and monitoring from a standard web browser with WebView management
- Secure remote management of the switch via Secure Shell (SSH) and SSL secure channel network protocols
- 802.1Q-based VLANs enable segmentation of networks for improved performance and security
- Private VLAN Edge (PVE) for simplified network isolation of guest connections or autonomous networks
- Automatic configuration of VLANs across multiple switches through Generic VLAN Registration Protocol (GVRP) and Generic Attribute Registration Protocol (GARP)
- Automatic port configuration through auto MDI/MDIX and 802.1ab with Link Layer Discovery Protocol (LLDP) and Universal Plug and Play (UPnP) support
- User/network port-level security via 802.1X authentication and MAC-based filtering
- Increased bandwidth (up to 8x) and added link redundancy with Link Aggregation Control Protocol (LACP)
- Enhanced rate-limiting capabilities provide control, including back pressure to control the rate at which data can flow into and out of a port
- Multicasting, broadcasting, and flooding control
- Port mirroring for noninvasive monitoring of switch traffic
- Simple Network Management Protocol (SNMP) versions 1, 2c, and 3 and Remote Monitoring (RMON) support
- Fully rack mountable using the included rack-mounting hardware

Feature	Technical Specification	Bidder's Response
<b>Edge Switches</b>	<b>Feature</b>	<b>Technical Specification</b>
<b>Description</b>	Cisco SG 300-28 Gigabit Switch	
<b>General</b>	<ul style="list-style-type: none"> <li>• Jumbo frames Frame sizes up to 10 KB supported on 10/100 and Gigabit interfaces</li> <li>• MAC table Up to 8000 MAC addresses</li> </ul>	
<b>Ports</b>	<ul style="list-style-type: none"> <li>• 26 Gigabit Ethernet RJ45</li> <li>• 2x RJ45/SFP Combo Ports</li> </ul>	
<b>Power over Ethernet (PoE)</b>	<ul style="list-style-type: none"> <li>• Maximum power of 15.4W to any Gigabit Ethernet base port. Total power 180W</li> </ul>	
<b>Security</b>	<ul style="list-style-type: none"> <li>• Secure Shell (SSH) Protocol</li> <li>• Secure Sockets Layer</li> <li>• IEEE 802.1X (Authenticator role)</li> <li>• Layer 3 isolation</li> <li>• Port security: Locks MAC addresses to ports, and limits the number of learned MAC addresses</li> </ul>	
<b>Flash; CPU memory; Packet Buffer</b>	16 MB; 128 MB; 4MB	
<b>Cabling Type</b>	<ul style="list-style-type: none"> <li>• Unshielded twisted pair (UTP) Category 5 or better for 10BASE-T/100BASE-TX; UTP Category 5 Ethernet or better for 1000BASE-T</li> </ul>	
<b>Power</b>	<ul style="list-style-type: none"> <li>• Power saving mode: Energy Detect, Short Reach Maximum Consumption 110V = 30.1W / 220V = 30.3W</li> <li>• Heat Dissipation (BTU/hr) 103.4</li> <li>• Power Supply: 100–240V 47–63 Hz, internal, universal</li> </ul>	
<b>Certification</b>	<ul style="list-style-type: none"> <li>• UL (UL 60950), CSA (CSA 22.2), CE mark, FCC Part 15 (CFR 47) Class A</li> </ul>	

## 6 kVA ONLINE DOUBLE CONVERSION UPS

Feature	Technical Specification	Bidder's Response
<b>Input</b>		
<b>Nominal Voltage</b>	230/220V	
<b>Voltage range</b>	10% - 15%	
<b>Frequency</b>	50/60Hz $\pm$ 3Hz	
<b>Power walk-in</b>	5 sec	
<b>Protection</b>	Circuit breaker; RFI filter	
<b>Output</b>		
<b>Voltage</b>	230/220V	
<b>Regulation (at normal input)</b>	$\pm$ 2Hz	
<b>Slew Rate</b>	1Hz	
<b>Overload</b>	125% 10 min	
<b>Load PF</b>	0.7	
<b>Waveform</b>	Puresine wave	
<b>THD</b>	Less than 2%	
<b>Crest factor</b>	3:1	
<b>Power output</b>	6kVA	
<b>Efficiency AC-AC 100% load</b>	85%	
<b>Battery charging current</b>	20A capable of charging 16No. 200Ah batteries	
<b>Battery cabinet</b>	Separate external	
<b>Form factor</b>	Tower	
<b>Output isolation transformer</b>	Standard in built	

## 1.5 kVA TRUE ONLINE DOUBLE CONVERSION UPS

<b>Feature</b>	<b>Technical Specification</b>	<b>Bidder's Response</b>
<b>Input</b>		
<b>Nominal Voltage</b>	230/220V	
<b>Voltage range</b>	10% - 15%	
<b>Frequency</b>	50/60Hz±3Hz	
<b>Power walk-in</b>	5 sec	
<b>Protection</b>	Circuit breaker; RFI filter	
<b>Output</b>		
<b>Voltage</b>	230/220V	
<b>Regulation (at normal input)</b>	±2Hz	
<b>LCD panel</b>	UPS status, load level, battery level, Import/Output voltage, discharge and fault conditions	
<b>Charging Parameters</b>	Built in super smart charger, shorten 50% of charging time	
<b>Slew Rate</b>	1Hz	
<b>Overload</b>	125% 10 min	
<b>Load PF</b>	0.99	
<b>Waveform</b>	Puresine wave	
<b>THD</b>	Less than 2%	
<b>Crest factor</b>	3:1	
<b>Power output</b>	1.5 kVA	
<b>Efficiency AC-AC 100% load</b>	85%	
<b>Battery charging current</b>	20A capable of charging 16No. 9Ah batteries	
<b>Battery cabinet</b>	Separate external	
<b>Form factor</b>	Rack Mount	
<b>Output isolation transformer</b>	Standard in built	

## **ADDITIONAL INFORMATION**

### **1. Inspection, testing and commissioning**

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

Any other tests, as Employer 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 Biometric Time and Attendance system installed at each of the stations within the scope of the tender shall be put on reliability test for 30 days before the Employer 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.
- i. 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
- ii. 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
- iii. 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.
- iv. Installation, mounting and configuration of external storage equipment
- v. Installation and termination of PoE switches inclusive of all attendant Category 6a Ethernet cables, all required media converters and ftp cables
- vi. Conduct FATs at manufacturers premises witnessed by KPLC Engineers



- vii. Conduct Site Acceptance Tests as witnessed by KPLC Engineers
- viii. Conduct comprehensive training of KPLC Engineers and Staff
- ix. Providing maintenance spares
- x. Providing maintenance tools.
- xi. Providing at least 3 Year warranty on CCTV(cameras,NVRS etc and Access control equipment and 1 year warranty on all other devices and equipment.
- xii. 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 KPLC 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 KPLC staff 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 KPLC.
- 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 KPLC.

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

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. KPLC reserves the right to attend such tests.

##### **ii. Commissioning**

- It shall be the Contractor's responsibility to prepare a commissioning Specification for approval by KPLC 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 authorised 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 of each System in a station - Approved PLAN
- ii. Cable Layout drawings for the stations - Approved PLAN
- iii. Equipment modules manuals
- iv. 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 of each System in a station- AS-BUILT
- iii. Cable Layout drawings for the stations - AS-BUILT

## **6. Training**

- i. The training shall be offered to selected staff from Engineering and Security Department.
- 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 and Access control system
- The Vendor shall provide a concise training programme with the quote for approval by KPLC.
- The Vendor shall include the training duration in the training programme.
- Training shall be conducted in English

## **8. Site Acceptance Tests**

- 1.3. Satisfactory performance of the whole system, simulating all inputs, outputs and foreign device communications must be demonstrated to the satisfaction of KPLC.
- 1.4. 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 KPLC.

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

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 Guarantee)
- (iv) Tender Security Form (Institutions)
- (v) Tender Security Form (Letter of Credit)
- (vi) Declaration Form
- (vii) Letter of notification of award
- (viii) Letter of notification of regret
- (ix) Contract Agreement Form
- (x) Performance Security Form (Bank Guarantee)
- (xi) Performance Security Form (LC)
- (xii) Letter of Acceptance
- (xiii) Qualification Information Forms
- (xiv) Details of Proposed Sub-Contractors
- (xv) Site Visit Form
- (xvi) Manufacturers Authorisation Form
- (xvii) Supplier Evaluation Form

**SECTION XIII - TENDER FORM**

Date:.....

Tender No.....

**To:**

The Kenya Power & Lighting Company Limited,  
Stima Plaza,  
Kolobot Road, Parklands,  
P.O Box 30099 – 00100,  
Nairobi, Kenya.

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 and commission *(the latter two where applicable)* ..... *(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 The Kenya Power & Lighting Company Limited.
- 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 authorised person signing the Tender

---

Name and Capacity of duly authorised person signing the Tender

---

Stamp or Seal of Tenderer

**\*NOTES:**

1. KPLC requires a validity period of at least ninety (90) days.
2. This form must be duly completed, signed, stamped and/or sealed.

**CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form.

**Part 1 – General**

Business Name.....

Location of business premises.....

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

Postal Address ..... Postal Code .....

Tel No.....

Facsimile.....

Mobile and/ or CDMA No.....

E-mail:.....

Nature of your business .....

Registration Certificate No.....

Maximum value of business which you can handle at any time KSh.....

Name of your Bankers .....Branch... ..

\*Names of Tenderer’s contact person(s) .....

Designation/ capacity of the Tenderer’s contact person(s) .....

Address, Tel, Fax and E-mail of the Tenderer’s contact person(s) .....

.....

.....



**Part 2 (a) Sole Proprietor**

Your name in full .....

Nationality .....Country of origin .....

\*Citizenship details.....

**Part 2 (b) Partnership**

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

**Part 2 (c) Registered Company**

Private or Public .....

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Name of duly authorized person to sign for and on behalf of the Tenderer  
.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

**\*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 GUARANTEE)**

**(To Be Submitted On Bank’s Letterhead)**

**Date:**

**To:**

The Kenya Power & Lighting Company Limited,  
Stima Plaza,  
Kolobot Road, Parklands,  
P.O Box 30099 – 00100,  
Nairobi, Kenya.

**WHEREAS** ..... (name of the Tenderer) (hereinafter called “the Tenderer”) has submitted its Tender dated ..... for the supply, installation and commissioning of..... (please insert KPLC 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 The Kenya Power and Lighting Company Limited (hereinafter called “KPLC” 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 KPLC, 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 the .....day of.....20.....

**EITHER**

**SEALED** with the )  
**COMMON SEAL** )

of the said **BANK** ) \_\_\_\_\_  
this .....day ) **BANK SEAL**  
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 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 KPLC. 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 KPLC. The period for response shall not exceed*

*five (5) days from the date of KPLC'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 KPLC at the following e-mail address – “[guarantees@kplc.co.ke](mailto:guarantees@kplc.co.ke)”***
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 KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*



**TENDER SECURITY FORM (SACCO SOCIETY, DEPOSIT TAKING MICRO FINANCE INSTITUTIONS, WOMEN ENTERPRISE FUND & YOUTH ENTERPRISE FUND)**

**(To Be Submitted On Institutions Letterhead)**

**Date:**

**To:**

The Kenya Power & Lighting Company Limited,  
Stima Plaza,  
Kolobot Road, Parklands,  
P.O Box 30099 – 00100,  
Nairobi, Kenya.

**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 the .....day of.....20....

EITHER

**SEALED** with the )  
**COMMON SEAL** )  
of the said **INSTITUTION** )

)

this .....day ) \_\_\_\_\_

)

INSTITUTION SEAL

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

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 authorised representative(s)/ attorney(s) of the **Institution**.

\_\_\_\_\_  
Signature(s) of the duly authorised 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 KPLC. 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. *KPLC 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 KPLC. The period for response shall not exceed five (5) days from the date of KPLC'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 – (LETTERS OF CREDIT)**

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 KPLC -

- 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 KPLC 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 KPLC. 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 KPLC. The period for response shall not exceed five (5) days from the date of KPLC'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 KPLC at the following e-mail address – “[guarantees@kplc.co.ke](mailto:guarantees@kplc.co.ke)”***
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 KPLC. 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:**

The Kenya Power & Lighting Company Limited,  
Stima Plaza,  
Kolobot Road, Parklands,  
P.O Box 30099 – 00100,  
Nairobi,  
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 authorised person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorised person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**LETTER OF NOTIFICATION OF AWARD**

**To:**

*(Name and full address of the Successful Tenderer).....*

Dear Sirs/ Madams,

**RE: NOTIFICATION OF AWARD OF TENDER NO. ....**

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....  
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2005 *(or as may be amended from time to time, or replaced)*.

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within fourteen (14) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

**FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED**

**GENERAL MANAGER, SUPPLY CHAIN**

**LETTER OF NOTIFICATION OF REGRET**

**To:** *(Name and full address of the Unsuccessful Tenderer)*..... **Date:**

Dear Sirs/ Madams,

**RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO. ....**

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1. ....
2. ....
3. .... etc...

The successful bidder was \_\_\_\_\_.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our *Legal Department (Guarantees Section), on the 2<sup>nd</sup> Floor, Stima Plaza, Kolobot Road, Parklands, Nairobi* only after expiry of twenty five (25) days from the date hereof. It is expected that by that time KPLC and the successful bidder will have entered into a contract pursuant to the Public Procurement and Disposal Act, 2005 (*or as may be amended from time to time or replaced*). When collecting the Security, you will be required to produce the original of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

**FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED**

**GENERAL MANAGER, SUPPLY CHAIN.**

## CONTRACT AGREEMENT FORM

**THIS AGREEMENT** made this.....day of.....**20....** **BETWEEN THE KENYA POWER & LIGHTING COMPANY LIMITED**, a limited liability company duly incorporated under the Companies Act, Chapter 486 of the Laws of Kenya, with its registered office situated at Stima Plaza, Kolobot Road, Parklands, Nairobi in the Republic of Kenya and of Post Office Box Number 30099-00100, Nairobi in the Republic aforesaid (*hereinafter referred to as “KPLC”*) 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** KPLC invited tenders for certain works, that is to say for .....(*KPLC insert description of Works*) under Tender Number..... (*KPLC insert tender number*)

**AND WHEREAS** KPLC has accepted the Tender by the Contractor for the services in the sum of .....(*KPLC 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 KPLC to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with KPLC 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. KPLC 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 KPLC 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) KPLC’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 KPLC and the Contractor.
  - b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by KPLC.
  - c) Issuance of the Official Order by KPLC to the Contractor.
  - d) Where applicable, Opening of the Letter of Credit by KPLC.
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 KPLC 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 KPLC shall be Company Secretary, The Kenya Power & Lighting Company Limited, 7<sup>th</sup> Floor, Stima Plaza, Kolobot Road, Post Office Box Number 30099–00100, Nairobi, Kenya, Facsimile + 254-20-3750240/ 3514485. 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 **THE KENYA POWER & LIGHTING COMPANY LIMITED**

\_\_\_\_\_  
COMPANY SECRETARY

**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

---

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

**L.K. Njagi**

**Advocate,**

C/o The Kenya Power & Lighting Company Limited,

7<sup>th</sup> Floor, Stima Plaza,

Kolobot Road, Parklands,

Post Office Box Number 30099-00100,

NAIROBI, KENYA,

Telephones: + 254-20-3201000/ 731

Facsimile: + 254-20-3514485/ 3750240

**PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

**(To Be Submitted On Bank’s Letterhead)**

**Date:**

**To:**

The Kenya Power & Lighting Company Limited,  
Stima Plaza,  
Kolobot Road, Parklands,  
P.O Box 30099 – 00100,  
Nairobi, Kenya.

**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 the .....day of.....20....

EITHER

**SEALED** with the )  
**COMMON SEAL** )  
of the said **BANK** )  
)

this .....day ) \_\_\_\_\_  
 ) BANK SEAL  
 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 authorised representative(s)/ attorney(s) of the Bank

\_\_\_\_\_  
 Signature(s) of the duly authorised 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 KPLC. 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. *KPLC 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 KPLC. The period for response shall not exceed five (5) days from the date of KPLC'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 KPLC at the following e-mail address – “guarantees@kplc.co.ke”*

### **PERFORMANCE SECURITY (LC)**

*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 KPLC. 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. *KPLC 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 KPLC. The period for*

*response shall not exceed five (5) days from the date of KPLC'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 KPLC at the following e-mail address – “[guarantees@kplc.co.ke](mailto:guarantees@kplc.co.ke)”*
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



## QUALIFICATION INFORMATION

### 1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate)

Place of registration: \_\_\_\_\_

Principal place of business \_\_\_\_\_

Power of attorney of signatory of tender \_\_\_\_\_

1.2 Total annual volume of construction work performed in the last three years

Year	Volume	
	Currency	Value
Year 1		
Year 2		
Year 3		

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last three years. Also list details of work under way or committed, including expected completion date.

Project Name	Name of Client and contact person (Address & Telephone No.)	Type of Work performed and year of completion	Value of contract

- 1.4 Major items of Contractor's Tools & Equipment proposed for carrying out the Works. List all information requested below. (Attach evidence of ownership or lease)

Item of Tools & Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____	_____	_____	_____
_____ (etc.)	_____	_____	_____

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract as required by Subsection 3.20 of the Instructions to Tenderer, Attach biographical data.

Bidders should provide the names of suitably qualified personnel.

<b>1.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>2.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>3.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>4.</b>	<b>Title of position*</b>
	<b>Name</b>

Resume for **each** Proposed Personnel

The data on their experience should be supplied using the Form below for each candidate.

<b>Name of Bidder</b>
-----------------------

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>From</b>	<b>To</b>	<b>Company / Project / Position / Relevant technical and management experience</b>

**1.6 Proposed Subcontractors for works**

As per the requirements of Clause 3.20 of Conditions of Contract, following is a list of subcontractors and the portions of the Work to be subcontracted:

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item

Sections of the Works	Value of Subcontract	Subcontractor (name and address)	Experience in similar work
_____	_____	_____	_____
_____	_____	_____	_____
(etc.)	_____	_____	_____

1.6 Financial reports for the last three years: balance sheets, profit and loss statements, auditor’s reports, etc. List below and attach copies of audited financial statements.

\_\_\_\_\_

\_\_\_\_\_

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.8 Name, address and telephone, telex and facsimile numbers of banks and/or institution that may provide reference if contacted by the Employer.

\_\_\_\_\_

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1.9 Statement of compliance with the requirements the Instructions to Tenderers.

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1.10 Proposed program (work method and schedule) in compliance with requirement in the Instructions to Tenderers. Descriptions, drawings and charts, as necessary, to comply with the requirements of the tendering documents.

## 2 Joint Ventures

- 2.4 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.
- 2.5 The information required in 1.11 above shall be provided for the joint venture.
- 2.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.7 Attach the Agreement among all partners of the joint venture ( and which is legally binding on all partners), which shows that:
  - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
  - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge

**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 Authorised Officer’s

Name .....

Signature.....

**MANUFACTURER’S AUTHORIZATION FORM**

**(To Be Submitted On Manufacturer’s Letterhead)**

**To:**

The Kenya Power & Lighting Company Limited,  
Stima Plaza, Kolobot Road, Parklands,  
P.O Box 30099 – 00100,  
Nairobi, Kenya.

**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 authorised person for and on behalf of the Manufacturer.

\_\_\_\_\_  
Name and Capacity of duly authorised 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.*



## SUPPLIER EVALUATION FORM

*(This form is for information only and not to be filled in by any bidder. It is for official use by KPLC to evaluate performance of Suppliers during the contract period)*

Name of Firm.....Date.....  
 Category of Product/Service (e.g. Marine Spares .....  
 Period of evaluation.....

<b>Evaluation</b>	<b>Re-Evaluation</b>	
Tick as appropriate		

Parameters for supplier evaluation	Maximum Scores	Remarks	Action Taken
<b>A. CUSTOMER SATISFACTION</b>			
<b>A1. Adherence to requirements(quality)</b>			
• Adherence to Specifications			
• Number of rejections			
• Number of complaints from Users			
<b>B. CUSTOMER CONNECTIVITY</b>			
<b>B1. Adherence to delivery period</b>			
• Number of delays			
• Non delivery/More than 3 delays			
<b>C.COMMUNICATION/RESPONSIVENESS</b>			
<b>Total Score</b>			
Score last period			

**PERFORMANCE LEVEL DEFINATION;**

- ≥75% - KP1 GREEN
- 50% - KP2 AMBER
- 25% - KP3 YELLOW
- ≥25% - KP4 RED

<b>RATING</b>	<b>RATING PER YEAR</b>	<b>MAX. SCORE</b>	<b>ACTUAL SCORE</b>
<b>A1. Adherence to requirements</b>			
• Adherence to Specifications	Compliant	5 marks	
	Not compliant	0 marks	
• Number of rejections	None	5 marks	
	1-2 Rejections	3 marks	
	3 or more	0	
• Number of complaints from Users	None	5 marks	
	1-2 User complaints	3 Marks	
	3 or more	0 marks	
<b>B1. Adherence to delivery period</b>			
• No delay	None	5 marks	
• Number of delays	1-2 Delays	3 Marks	
• Non delivery/More than 3 delays	Failure	0 marks	
<b>C. Communication</b>			
• Easily accessible		5 Marks	
• Partially		3 Marks	
• Not accessible		0 Marks	
<b>D. Responsiveness</b>			
• Replacement of faulty goods	within 7 days	5 Marks	
	within 14 days	3 Marks	
	beyond 14 days	0 Marks	
<b>Total score</b>		<b>30 marks</b>	

Score in Percentage % .....

**WORKINGS**

$\frac{\text{Actual score}}{30} \times 100\%$	$\dots\dots\dots \times 100\% = \dots\dots\dots$
30	30

**RATING:** 75% - V Good, 50% - Good, 25% - Fair, Below 25% - Poor

**OBSERVATIONS:**

**RECOMMENDATION**

		Status	Tick as appropriate
1	Grant supplier preferred status	KP1	
2	Work with supplier or develop and improve supplier	KP2 & KP3	
3	Abandon / switch suppliers	KP4	

Name:.....Sign:.....Date:.....

Name:.....Sign:.....Date:.....

Name:.....Sign:.....Date:.....