



# **KENYA SCHOOL OF GOVERNMENT**

**Empowering the Public Service**

**RESERVED FOR YOUTHS**

**INSTALLATION, COMMISSIONING AND  
MAINTAINANCE OF CCTV CAMERA SYSTEM**

**TENDER NO. KSG/227/2017-2018**

**SUBMISSION DEADLINE: 23<sup>RD</sup> FEBRUARY 2018 AT 10.30A.M.**

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## **SECTION I: INVITATION TO TENDER**

**Date: 06/02/2018**

### **INSTALLATION, COMMISSIONING AND MAINTANANCE OF CCTV CAMERA SYSTEM**

#### **TENDER NOTICE:**

Kenya School of Government Baringo invites Bids from eligible tenderers for the **Installation, commissioning and maintenance of CCTV camera system.** Interested firms may download tender documents for free from [www.ksg.ac.ke](http://www.ksg.ac.ke)

Bidders who download the tender documents from the website should immediately email their names and contact details (cellphone number, email, and company name) to [director.baringo@ksg.ac.ke](mailto:director.baringo@ksg.ac.ke) for records and communication of any tender clarifications and addenda.

The tender is reserved for Persons with disabilities and they are required to attach YAGPO certificate from National Treasury.

Tenders should be in plain sealed envelopes, marked with the tender number on the right hand side corner and bearing no indication of the tenderer should be addressed to:

DIRECTOR GENERAL  
KENYA SCHOOL OF GOVERNMENT,  
P. O. Box 91-30400,  
KABARNET

**and** dropped in the **Tender Box at the Administration Block at KSG Baringo**, or sent by post so as to reach the above address not later than **23<sup>RD</sup> February 2018 at 10.00 a.m.**

Submitted bids will be opened publicly immediately after the closing time in the Main Board Room in Administration Block, in the presence of the tenderers, or their representatives, who choose to attend.

Late bids will be returned unopened.

Price quoted must remain valid for one hundred and twenty (120) days from the opening date of the tender.

Kenya School of Government reserves the right to reject any tender with reasons for the rejection and does not bind itself to accept the lowest or any tender.

## **SECTION II: INSTRUCTIONS TO**

### **TENDERERS**

#### **2.1 Eligible Tenderers**

2.1.1 This Tender is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the *Schedule of Requirements* in Section V and the Bid data Sheet.

2.1.2 KSG's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KSG to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **2.2 Eligible Goods**

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

#### **2.3 Cost of Tendering**

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KSG, will in no case be responsible or

liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall be Ksh.0 when downloaded from website [www.ksg.ac.ke](http://www.ksg.ac.ke).

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set criteria shall be prequalified.

## **2.4 The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 (Amendment of Documents) of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify KSG in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by KSG. Written copies of KSG's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 KSG shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the KSG, 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.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

The tender prepared by the tenderers shall comprise the following components

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

## **2.9 Tender Forms**

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



## **2.10 Tender Prices**

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

Prices shall be quoted in Kenya Shillings unless otherwise specified in the Data Sheet to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

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

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the Contract if its tender is accepted shall be established to KSG'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.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 The tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.

2.13.2 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 a certificate of origin issued at the time of shipment shall confirm.

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

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

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

## **2.14 Tender Security**

2.14.1 The tender security shall be in the amount of Ksh. 50, 000. Where any group or organization has been exempted from submitting the tender security requisite forms should be provided with evidence of exemption e.g. YAGPO Certificate. (Reserved for youths therefore tender security is not applicable)

2.14.2 The tender security is required to protect KSG against the risk of

Tenderers conduct which would warrant the security's forfeiture,  
pursuant to paragraph 2.14.7

2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to KSG and valid for thirty (30) days beyond the validity of the tender.

2.14.4 Any tender not secured with a tender security will be rejected by KSG as non-responsive by preliminary examination.

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

2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security.

2.14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by KSG on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract , or
  - (ii) to furnish performance security

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by KSG. A tender valid for a shorter period shall be rejected by KSG as non-responsive.

2.15.2 In exceptional circumstances, KSG may solicit the Tenderers consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

2.16.1 Tenderers shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to KSG at the address given in the Invitation to Tender:

(c) bear tender number and name on the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE,”** the date on the Invitation to Tender.

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

2.17.4 If the outer envelope is not sealed and marked as required, KSG will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

**2.18.1** Tenders must be received by KSG at the address specified in the Letter of Invitation no later than

2.18.2 KSG may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents , in which case all rights and obligations of KSG and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender’s

submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by KSG prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17 (Sealing and Marking of Tenders). A withdrawal notice May also be sent by post, facsimile and e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

2.19.5 KSG may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 KSG shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

2.20.1 KSG will open all tenders in the presence of tenderers' representatives who

Choose to attend, on **23<sup>RD</sup> February, 2018 at 10.00 am** in the location specified in the Invitation to Tender.

2.20.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.4 KSG will prepare minutes of the tender

## **opening. 2.21 Clarification of Tenders**

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



be sought, offered, or permitted.

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

## 2.22 Preliminary Examination

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

2.22.2 If a tender is not substantially responsive, it will be rejected by KSG and may not subsequently be made responsive by the bidder by correction of the nonconformity.

## 2.23 Technical Evaluation of Tenders

2.23.1 KSG will evaluate the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.23.2 The technical evaluation will assess whether:

- a) the bidder has the necessary professional and technical qualifications and competence, resources, and managerial capability; and
- b) The proposed solution is adequate.

2.23.3 The following merit point method for weighted evaluation factors will be applied for comparison and final selection of those bidders who shall have met ALL the requirements for **the CCTV Camera System** as stated in paragraph 5.2.7 below. The criteria for technical evaluation will be as given in the following table:

### 2.23.4 MANDATORY REQUIREMENTS

No.	Requirements	Responsive or Not Responsive
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of a valid Tax Compliance certificate from Kenya Revenue Authority	
MR3	Must Fill the BQ in the format provided	
MR4	Must Fill the Form of Tender in the Format provided	
MR5	Signed and stamped statement of Verification that you are not debarred in matters of Public procurement	
MR6	Must submit a dully filled up tender security form in format provided	

MR7	Must submit a dully filled up Confidential Business Questionnaire in format provided	
MR8	Tender validity period 120 Days	
MR9	Must sign, serialize and stamp on all pages	
MR10	Dully filled and signed Business questionnaire	
MR11	Latest CR12 (within last 3 months)	
MR12	Must provide a copy of NCA registration Certificate (NCA 4 and above) and annual practicing certificate	
MR13	Signed site visit form	
MR14	Valid business permit	

## TECHNICAL EVALUATION CRITERIA

### NOTES

1. A bidder MUST satisfy the requirements to be eligible for evaluation of the technical proposal.

	<b>FUNCTIONALITY (NVR)</b>	<b>MARKS</b>
1.	No of Cameras accommodated, output quality, processor speed, display supported (provide evidence/references/brochures)	<b>8</b>
2.	Back up support, zoom function, phone remote surveillance support (provide evidence/ references/brochures)	<b>7</b>
3.	No & capacity of HDD supported, support for compression mode, support for 3 <sup>rd</sup> party camera, compatibility with 4 <sup>th</sup> floor camera (Provide evidence/references/brochures) * <b>Site survey recommended</b>	<b>10</b>
	<b>CCTV CAMERAS</b>	
4.	Resolution, Processor, Compression standard ((Provide evidence/references/brochures)	<b>10</b>
5.	Lamp, night function, image quality, email alert function, browser supported access – remotely, no of simultaneous access supported,	<b>8</b>
6.	PoE/DC12V power supply and WiFi module for option, Supports Andriod, ios system smart phone surveillance, Can work in low illumination of0.5Lux/F1.2	<b>7</b>
7.	For all the product, manufacturer authorization / proof of dealership	<b>10</b>
8.	Project implementation plan/ methodology	<b>10</b>
<b>9.</b>	<b>TOTAL</b>	<b>70</b>

2. Only bidders who meet 70% of the technical scores (49 marks) will be considered for financial evaluation.

a) The formulae for determining the Financial Score (Sf) shall be as follows:  $Sf = 100 \times Fm/F$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = 0.7, is the weight given to the Technical Proposal; P = 0.3, is the weight given to the Financial Proposal; and T + P = 1). The combined technical and financial score, S, is calculated as follows:  $S = (St \times T \%) + (Sf \times P \%)$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

b) *Delivery schedule.*

KSG requires that the Goods and the Services under the Invitation for Tenders shall be delivered within the time specified in paragraph 5.2.8.

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

Bidders must offer items with service and spare parts back up. Documentary evidence and locations of such back- up must be given.

2.23.5 A bidder MUST attain at least 70% of the score, equivalent to 70 points, in the Technical Evaluation to be considered for the Financial Evaluation.

2.23.6 Only those bids that will have met the minimum technical requirements stated in 2.23.1, 2.23.2, 2.23.3 and 2.23.4 above will be considered for the Financial Evaluation.

## **2.24 Financial Evaluation of Tenders**

2.24.1 KSG will evaluate and compare the tenders, which have been determined to be substantially responsive to technical requirements, pursuant to paragraph 2.23.

2.24.2 The evaluation of a tender will exclude and not take into account: in the case of Goods manufactured in Kenya or Goods of foreign origin, sales and other similar taxes applicable in Kenya.

2.24.3 The Financial Evaluation will take into consideration, in addition to the tender price, the price of incidental services for delivery of the Goods to and provision of the required services at the sites of implementation. The prices quoted should be realistic, fair and reasonable.

2.24.4 The Financial Proposal will be checked for correctness of the computations. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by

multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

The formulae for determining the Financial Score (Sf) shall be as follows:  $Sf = 100 \times \frac{Fm}{F}$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = 0.7, is the weight given to the Technical Proposal; P = 0.3, is the weight given to the Financial Proposal; and T + P = 1). The combined technical and financial score, S, is calculated as follows:  $S = (St \times T \%) + (Sf \times P \%)$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

## **2.25 Contacting KSG**

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

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

## **2.26 Award of Contract (a) Post-qualification**

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

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

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

**(b) Award Criteria**

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

**(c) KSG's Right to Vary quantities**

2.26.5 KSG reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

**(d) KSG's Right to accept or Reject any or All Tenders**

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

**2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, KSG will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.27.3 Upon the successful Tenderer's furnishing of the performance security, KSG will promptly notify each unsuccessful Tenderer and will discharge its tender security.

**2.28 Signing of Contract**

2.28.1 At the same time as KSG notifies the successful tenderer that its tender has been accepted, KSG will send the tenderer the Contract



Form provided in the tender documents, incorporating all agreements between the parties.

2.28.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.28.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KSG.

## **2.29 Performance Security**

2.29.1 Within Thirty (30) days of the receipt of notification of award from KSG, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to KSG.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KSG may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The KSG 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;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the KSG, 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 the KSG of the benefits of free and open competition;

2.30.2 The KSG 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.

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



<b>7.</b>	The language of the bid is: <b>ENGLISH</b>
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8.	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>a. Certificate of Incorporation</li> <li>b. VAT Registration Certificate</li> <li>c. Tax Compliance Certificate</li> <li>d. Latest financial statements (last 3 years). Not required from Youth, Women &amp; Persons with Disabilities Group. Provide evidence (YAGPO Certificate from National Treasury).</li> <li>e. Brochures and relevant literature</li> <li>f. Manufacturer's certificate/Dealership certificate</li> </ul> <p><b>Where a bidder is exempted from any of the above, they should provide an explanation and requisite documentation as evidence e.g. YAGPO Certificate.</b></p>
9.	<p>"Final destination (Project Site)":  <b>KENYA SCHOOL OF GOVERNMENT - BARINGO</b>  <b>P.O. Box 91-30400</b></p>
10.	<p>The Tenderer is required to quote in the currency of the Client's Country or any other freely convertible currency.</p>
11.	<p>Period of time the Goods are expected to be functioning (for the purpose of warranty/spare parts): <b>2 years.</b></p>
12.	<p>Manufacturer's authorization is: <b>REQUIRED</b></p>
13.	<p>After sales service is: <b>REQUIRED</b></p>
14.	<p>Tender Security is required: <b>TENDER SECURING DECLARATION FORM IN THE FORMAT PROVIDED</b></p>
15.	<p>The bid validity period shall be <b>120 days</b></p>
16.	<p>In addition to the original of the tender, the number of copies is: <b>2 copies</b></p>
17.	<p><b>Submission and Opening of Bids</b></p>
18.	<p>The inner and outer envelopes shall bear the following additional identification marks: Tender Number: <b>KSG/27/2017-2018</b>  <b>Tender Name: SUPPLY, INSTALLATION, COMMISSIONING AND MAINTANANCE OF CCTV CAMERA SYSTEM</b></p>

19.	The date for submission of tenders will be: on or before <b>23<sup>RD</sup> February, 2018 at 10.00 a.m.</b>
20.	<p>The bid opening shall take place at:  KENYA SCHOOL OF GOVERNMENT BARINGO <b>BOARD ROOM</b>  <b>Country: Kenya</b>  <b>Date: 23<sup>RD</sup> February, 2018</b>  <b>Time: 10.00 AM</b></p>
<b>E. Evaluation and Comparison of Bids</b>	
21.	<p>Bid prices expressed in different currencies shall be converted in to Kenya Shillings  The source of exchange rate shall be: <b>Central Bank of Kenya</b>  The date for the exchange rate shall be: <b>23<sup>RD</sup> February, 2018 at 10.00 am.</b></p>
22.	Bidders will not be required to pay a fee for this tender. It can be downloaded from <a href="http://www.ksg.ac.ke">www.ksg.ac.ke</a> for free.
23.	<p>The successful bidder will be expected to deposit 5% of the total contract price as <b>Performance Security from a reputable bank in the form of a bank guarantee.</b> Where a bidder is exempted from any of the above, they should provide an explanation and requisite documentation.</p>
<b>F. Award of Contract</b>	
25.	<p>The maximum percentage by which quantities may be increased is: <b>15 percent.</b>  The maximum percentage by which quantities may be decreased is: <b>15 percent.</b></p>

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

### **3.2 Application**

These General Conditions shall apply in all Contracts made by the KSG for the procurement of Goods.

### **3.3 Country of Origin**

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Samples**

The tenderer shall provide samples of the goods stated in the Terms of Reference under Particulars, branded with the Authority’s logo or other branded materials of previous works undertaken.

### **3.5 Standards**

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

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

- 3.6.1 The tenderer shall not, without the KSG's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the KSG in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.6.2 The tenderer shall not, without the KSG's prior written consent, make use of any document or information enumerated in paragraph 3.6.1 above.
- 3.6.3 Any document, other than the Contract itself, enumerated in paragraph 3.6.1 shall remain the property of the KSG and shall be returned (all copies) to the KSG on completion of the Tenderer's performance under the Contract if so required by the KSG.

### **3.7 Patent Rights**

The tenderer shall indemnify the KSG 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 KSG's country.

### **3.8 Performance Security**

- 3.8.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the KSG the performance security in the amount specified in Special Conditions of Contract.
- 3.8.2 The proceeds of the performance security shall be payable to the KSG as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KSG and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the KSG, in the form provided in the tender documents.
- 3.8.4 The performance security will be discharged by the KSG and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.



### **3.9 Inspection and Tests**

- 3.9.1 The KSG or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The KSG shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.9.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KSG.
- 3.9.3 Should any inspected or tested goods fail to conform to the Specifications, the KSG may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the KSG.
- 3.9.4 The KSG's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the KSG or its representative prior to the equipment delivery.
- 3.9.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.10 Packing**

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

### **3.11 Delivery and Documents**

Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by KSG in its Schedule of Requirements and the Special Conditions of Contract.

### **3.12 Insurance**

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

### **3.13 Payment**

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

3.13.2 Payments shall be made promptly by the KSG as specified in the contract. **3.14 Prices**

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

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

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

3.14.4 Price variation request shall be processed by the KSG within 30 days of receiving the request.

### **3.15 Assignment**

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

### **3.16 Subcontracts**

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

### **3.17 Termination for Default**

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

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

3.17.2 In the event the KSG terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the KSG for any excess costs for such similar goods.

### **3.18 Liquidated Damages**

If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the KSG shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.19 Resolution of Disputes**

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

3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.20 Language and Law**

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.21 Force Majeure**

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

event of Force Majeure.

## SECTION IV: - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC:

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.8.1	The successful bidder will be expected to deposit 1% of the total contract price as <b>Performance Security of 5% of the tender sum from a reputable bank in the form of a bank guarantee.</b> Where a bidder is exempted from any of the above, they should provide an explanation and requisite documentation (Executed Performance Security Forms) or the required alternative submission.
3.13.1	Terms of payment: 100% on supply, installation and commissioning acceptable to KSG.
3.19.1	Resolution of Disputes under Kenyan laws

## **SECTION V: - TECHNICAL SPECIFICATIONS**

### **5.1 General Requirements**

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

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

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

#### **5.1.4 The tenderers MUST present information along with their offers as follows:**

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representatives and/or workshop for back-up service/repair and maintenance including their names and addresses.
- (iii) Proof of experience in carrying out the proposed installations. Submit names/reference of at least three (3) clients where similar services have been successfully implemented within the last three (3) years. And dealer Authorization letter for the solution product proposed
- (iv) Submit three (3) CVs of key personnel proposed to take the assignment showing areas of expertise with emphasis backup and recovery solutions and also provide a detailed implementation plan if awarded the tender
- (v) Submit a brief company profile indicating expertise in supply, delivery, installation, implementation and technical support of an integrated CCTV Camera System.

5.1.5 The bidder should bear in mind that the solution proposed should be simple, robust and easy to maintain.

5.1.6 It is expected that the contractor will provide training for technical support staff. A full training schedule for all targeted users, including costs and duration, should be provided. An assessment of the training will be carried out after completion of the training.

5.1.7 The financial proposal should clearly show the cost of software

licenses, cost of equipment, cost of installation and standing charges where applicable

(Especially for server hosting services), and/or usage charges. It should also indicate whether such software license costs are one-off or recurring.

5.1.8 The contractor to provide a detailed user and technical manual for all the installed systems.

5.1.9 The contractor is required to turn in all passwords and log-on IDs to KSG management upon deployment of the application software.

5.1.10 The contractor is expected to provide 24-hour by 7-day a week technical support all year round; they must provide telephone, email and fax for the support desk as well as the designated contact persons describing the escalation path.

5.1.11 The contractor must commit to providing a mandatory three (3) months post implementation support.

5.1.12

5.1.13 The application software must have at least a two-year warranty.

5.1.14 After the lapse of the warranty period KSG will negotiate a maintenance agreement with the contractor.

## **5.2 Terms of Reference**

### **5.2.1 BACKGROUND**

The Kenya School of Government intends to improve its security system by installing CCTV cameras at Administration block, Koilegen Hostel, Kipsunya Convection Centre and Suswa block. These cameras must integrate fully with the CCTV hardware and database on the server required for this work will be NVR system, CCTV cameras, cabling and labour

### **5.2.2 SPECIFICATIONS OF THE NVR**

#### **The NVR system must have the following capabilities**

1. Can accommodate up to 16 IP cameras
2. With HDMI 1080P high definition output.
3. 16ch 720P/ 8ch 1080P recording.
4. VGA, HDMI & TV simultaneous display
5. Support 1080P output
6. With snapshot function
7. Support USB2.0/DVD-RW backup
8. With digital zoom function
9. Support mobile phone remote surveillance



10. Support 8pcs HDD
11. Has an embedded Linux operating system
12. Has PTZ control which is compatible with the cameras at 4th floor
13. H264 compression video compression on PAL mode
14. Can accommodate third party cameras

**The CCTV cameras must have the following capabilities**

- x Resolution : 5.0 Megapixel, 1920x1080 @ 25fps
- x High Performance Processor, System on Chip (SOC), Embedded (ARM9+ DSP) and high-speed video assistant processor
- x H.264 video compression
- x Imported IR lamp, excellent video at night
- x High resolution excellent image display
- x Email alert function
- x With built-in web server for users to use standard IE browser to check and manage real-time monitoring.
- x Support maximum 10 users simultaneous access
- x PoE/DC12V power supply and WiFi module for option
- x Supports Android, ios system smart phone surveillance
- X Can work in low illumination of 0.5Lux/F1.2 ~ 0Lux with IR on~
- X Motion detector

**EVALUATION CRITERIA - TECHNICAL EVALUATION**

	<b>FUNCTIONALITY (NVR)</b>	<b>MARKS</b>
10.	No of Cameras accommodated, output quality, processor speed,  display supported (provide evidence/references/brochures)	<b>15</b>

11.	Back up support, zoom function, phone remote surveillance support  (provide evidence/ references/brochures)	<b>20</b>
12.	No & capacity of HDD supported, support for compression mode, support for 3 <sup>rd</sup> party camera, compatibility with 4 <sup>th</sup> floor camera  (Provide evidence/ references/brochures) * <b>Site survey recommended</b>	<b>10</b>
	<b>CCTV CAMERAS</b>	
13.	Resolution, Processor, Compression standard  ((Provide evidence/ references/brochures)	<b>20</b>
14.	Lamp, night function, image quality, email alert function,  browser supported access – remotely, no of simultaneous access supported,	<b>8</b>
15.	PoE/DC12V power supply and WiFi module for option, Supports Andriod, ios system smart phone surveillance, Can work in low illumination of0.5Lux/F1.2	<b>7</b>
16.	For all the product, manufacturer authorization / proof of dealership	<b>10</b>
17.	Project implementation plan/ methodology	<b>10</b>

	<b>TOTAL</b>	<b>100</b>
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**PRICE SCHEDULE**

**Quote for the supply, installation and commissioning of the System as per the specification above**

<b><u>s/n</u></b>	<b>Item description</b>	<b>Unit Cost</b>
	<b>Outdoor cameras</b>	
<b>2.</b>	<b>Indoor cameras</b>	
<b>3.</b>	<b>Quarterly Maintenance fee</b>	

**NOTE**

- 1. Total price should be inclusive of supply, installation and commissioning of the System.**
- 2. Quantities of number of cameras to be installed will be determined by the Management**

## **NOTES**

3. A bidder MUST satisfy the requirements to be eligible for evaluation of their technical proposal.
4. Only bidders who meet 70% of the technical scores (70 marks) will be considered for financial evaluation.
5. The formulae for determining the Financial Score (Sf) shall be as follows:  $S_f = 100 \times F_m / F$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = 0.7, is the weight given to the Technical Proposal; P = 0.3, is the weight given to the Financial Proposal; and T + P = 1). The combined technical and financial score, S, is calculated as follows:  $S = (S_t \times T \%) + (S_f \times P \%)$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
6. The responsive proposal with the highest score determined by the procuring entity by combining for each proposal in accordance with the procedures and criteria set out.

## **SECTION VI: STANDARD FORMS**

### Notes on the sample Forms

1. **Form of Tender** - The Form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
3. **Tender Security Form** -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the KSG.
4. **Contract Form** -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. **Performance Security Form** -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the KSG.
6. **Bank Guarantee for Advance Payment Form** -When Advance payment is requested for by the successful bidder and agreed by the KSG, this form must be completed fully and duly signed by the authorized officials of the bank.
7. **Manufacturers Authorization Form** -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**8.1 FORM OF TENDER**

Date \_\_\_\_\_

Tender No.

To:

Gentlemen and/or Ladies:

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

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

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

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

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

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

\_\_\_\_\_ Dated this \_\_\_\_\_ day of 20

\_\_\_\_\_

[signature]

[in the capacity of]

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

<b>Part 1 – General:</b>			
Business Name .....			
Location ..... of ..... business ..... premises.			
.....			
Plot No.....		Street/Road	
.....			
Postal Address .....		Tel No. ....	Fax .....
E mail .....			
Nature of Business,		Certificate	No.
Registration			
Maximum value of business which you can handle at any one time – Kshs.			
Name of your bankers .....		Branch	
.....			

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

<b>Part 2 (a) – Sole Proprietor</b>			
Your name in full .....		Age .....	
Nationality .....		Country of origin .....	
<input checked="" type="checkbox"/>		Citizenship details .....	
<input checked="" type="checkbox"/>			
<b>Part 2 (b) Partnership</b>			
Given details of partners as follows:			
	Name	Nationality	Citizenship Details
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
<b>Part 2 (c) – Registered Company</b>			
Private		or	Public
.....			
State the nominal and issued capital of company-			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows		Citizenship	Details
	Name	Nationality	



Shares	
1.....	
2. ....	
3. ....	
4. ....	
5 .....	
Date .....	Signature of Candidate
.....	

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

**8.3 TENDER-SECURING DECLARATION FORM**

(r.22) [The Bidder shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

- 1. 1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
- 2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
- 3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (a) our receipt of a copy of your notification of the name of the successful Bidder; or
  - (b) thirty days after the expiration of our Tender.
- 4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....

Capacity / title (director or partner or sole proprietor, etc.) .....

Name: .....

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on ..... day of ....., ..... [Insert date of signing]

Seal or stamp

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between The Retirement Benefits Authority of Kenya (hereinafter called “the KSG) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the KSG’s Notification of Award

3. In consideration of the payments to be made by the KSG to the tenderer as hereinafter mentioned, the tender hereby covenants with the KSG to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The KSG hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the KSG)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer  
in the  
presence of \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

## 8.5 PERFORMANCE SECURITY FORM

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

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

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

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

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 20

Signed and  
seal of the  
Guarantors

\_\_\_\_\_

*[name of bank or financial institution]*

*[address]*

*[date]*

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

The *[name of tender]* .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature \_\_\_\_\_ and  
seal of the \_\_\_\_\_  
Guarantors

*[address]* \_\_\_\_\_ *[name of bank or financial institution]*  
\_\_\_\_\_  
*[date]*

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

.....  
.....  
.....

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

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

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*[signature for and on behalf of manufacturer]*

*Note:* This letter of KSG should be on the letterhead of the Manufacturer and should be signed by a person competent.

**8.7 LETTER OF NOTIFICATION OF AWARD**

\_\_\_\_\_ To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

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

*(FULL PARTICULARS)* \_\_\_\_\_

DIRECTOR KSG BARINGO



## SERVICE LEVEL AGREEMENT

### SERVICE LEVEL AGREEMENT (SLA) BETWEEN KSG-BARINGO

.....

This agreement is made on .....Between .....  
of Post Office Box Number,..... in the Republic of  
Kenya (Hereinafter called the "Supplier" which expression shall where the  
context so admit include its successors and permitted assigns) of the one part  
**Kenya School of Government Baringo of P O Box .91 -30400, Kabarnet .**  
(Hereinafter called "The Customer" which expression shall where the context so  
admits include its successors and permitted assigns) on the other part.

**Whereas** the said suppliers have agreed to install and service and to repair,  
replace, remove, upgrade the borehole for ..... years at Kes .....  
annually payable quarterly.

Now therefore, it is mutually agreed by and between the parties hereto as  
follows:

- 1) That this agreement shall commence on ..... and expire on  
..... (the "term"). The term of this agreement may be  
renewed at the option of the customer for a further period of twelve  
(12) months and on the same terms and conditions as those of this  
agreement upon satisfactory performance.
- 2) That the supplier shall undertake responsibility to attend to all faulty  
parts whenever they fail. during the entire period of the contract.
- 3) That the supplier shall repair and/or replace faulty parts reported by the  
customer as follows:
  - a) If reported during normal working hours – within 5 hours of reporting
  - a) If reported outside normal working hours, Monday to Friday – within 8 hours  
of reporting
  - b) If reported during the weekends and public holidays – within 12 hours of  
reporting
- 3) That the supplier shall undertake to replace parts

Whenever deemed necessary by the customer within 48 hours of reporting.

- 4) That the supplier shall replace within 48 hours all devices which will fall  
within the warranty period as outlined in the contract and free of  
charge.

5) That the supplier shall commit to avail a reasonable number of dedicated and competent support staff to ensure fast and efficient response to the customer demands.

7) That the supplier shall submit scheduled reports by/or on the fifth day of every month. The said reports shall include but not limited to the following information;

a) The total number of faulty parts.

b) The total number of replaced parts

c) The total number of parts serviced but not replaced and their condition.

8) That the supplier shall avail any other reports as may be required by the customer from time to time as follows;

a) If reported during normal working hours – within 3 hours of reporting

d) If reported outside normal working hours Monday to Friday – within 5 hours of reporting

c) If reported during the weekends and public holidays – within 6 hours of reporting

9) The customer is entitled to cancel either in whole or in part the provision of this agreement or cancel the agreement entirely upon giving a one's month's written notice to the supplier.

10) The following supplier's obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach, which shall entitle the customer at its discretion to terminate this agreement immediately.

a) Failure on the part of the supplier to observe its obligations under the agreement

b) The doing or permitting of any act by which the customer rights under this agreement may be prejudiced or put in jeopardy

c) The insolvency, levying of any distress, appointment of receiver, entry into arrangement with its creditors or execution against the supplier or liquidation of the supplier.

d) Failure to repair a fault within the response time set out in clauses 2-11 above.

11) That the supplier hereby undertakes the responsibility to abide by clauses 2-11 throughout the term, when and if notified by the customer of any fault. In addition, the supplier shall carry out a periodic maintenance exercises and

upgrade during the term of this agreement.

12) That the supplier shall use its best endeavours to ensure the timely plant restoration and repairs, replacement of faulty parts.

13) That the supplier will be liable for loss occasioned by the negligence or damage to the plant or any part of the customer's premises by the supplier or the supplier's employees or agents.

14) Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive government regulations or of any other cause beyond the reasonable control of the parties or either of those that renders the performance of this agreement impossible whereupon a pro-rata amount of monies under this agreement shall be refunded to the customer immediately.

15) If any provision of this agreement is declared by any judicial or any competent authority to be void, voidable illegal or otherwise unenforceable, the parties shall amend that provision in such a reasonable manner as to achieve the intention of the parties.

16) This agreement supersedes any prior agreement between the parties whether written or oral.

17) Both parties shall comply with all laws, rules and regulation bearing upon the performance of these obligations under the terms of this agreement.

18) This agreement shall be governed by and constructed in accordance with Kenyan Laws.

19) In the event of any dispute or difference arising between the parties in relation to this agreement, including the interpretation, rectification, termination or cancellation of this agreement, the parties shall forthwith, upon receipt of a notice in writing from the party claiming such dispute or difference, attempt to resolve the dispute or difference through good faith negotiations. In event the parties fail to reach a settlement within a period of fourteen (14) business days any party may refer the dispute of difference to arbitration.

20) If the dispute or difference relates to any other matter under this agreement, the matter shall be referred to a single arbitrator for determination. The arbitration shall be undertaken by a single arbitrator to be agreed upon between the parties or, failing such agreement within 7 (seven) business days of the dispute being referred to arbitration, an arbitrator shall be appointed by the chairman for the time being of the charter institute of arbitrator, Kenya branch upon the written request of either party. The rules of the Chartered Institute of Arbitrators, Kenya shall apply to such arbitration. The arbitration shall take place in Nairobi and shall be conducted in English language. The decision of the arbitrator shall be final and binding on the parties.

21For the Purposes of notices, the address KSG shall be The Director General, The KSG, National Office at Lower Kabete , Nairobi, P.O. Box 23030-00604, and Tel: 020-4015000, Nairobi, Kenya.

The Address of the Supplier shall be the Suppliers 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 KSG  
DIRECTOR GENERAL-KSG**

**SIGNED ON BEHALF OF THE DIRECTOR GENERAL BY;**

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**DIRECTOR**

**IN THE PRESENCE OF:-**

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**PRINCIPAL PROCUREMENT OFFICER**

**SIGNED BY AND ON BEHALF  
OF THE SUPPLIER**

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