



Kenya National Highways Authority

Quality Highways, Better Connections

TENDER NO. KeNHA/2395/2021

**SUPPLY, INSTALLATION, COMMISSIONING AND RELOCATION OF
SECURITY INFRASTRUCTURE ALONG NAIROBI EXPRESSWAY AND
ITS INTERLINKING SITES**

(ALL)

FEBRUARY 2021

**DIRECTOR DEVELOPMENT
KENYA NATIONAL HIGHWAYS AUTHORITY
P.O. BOX 49712-00100
NAIROBI**

**DIRECTOR GENERAL
KENYA NATIONAL HIGHWAYS AUTHORITY
P.O. BOX 49712-00100
NAIROBI**

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SECTION I INVITATION TO TENDER

TENDER NO. KeNHA/2395/2021

TENDER NAME: SUPPLY, INSTALLATION, COMMISSIONING AND RELOCATION OF SECURITY INFRASTRUCTURE ALONG NAIROBI EXPRESSWAY AND ITS INTERLINKING SITES.

The Kenya National Highways Authority (KeNHA) is a State Corporation established under the Kenya Roads Act, 2007, with the responsibility for the management, development, rehabilitation and maintenance of national roads.

The Authority invites bids from eligible Companies/Service Providers registered in Kenya for the **SUPPLY, INSTALLATION, COMMISSIONING AND RELOCATION OF SECURITY INFRASTRUCTURE ALONG NAIROBI EXPRESSWAY AND ITS INTERLINKING SITES** to be funded through Development Vote.

SCOPE OF WORK

The scope of works shall be as described in the tender document.

QUALIFICATION FOR TENDERING

Mandatory Requirements

The following **MUST** be submitted together with the bid;

1. Copy of Certificate of incorporation
2. Copy of **Valid** Tax Compliance Certificate
3. Copy of recent CR 12 form (Issued within the last Six 6 months from the Tender Opening Date).
4. Bidders shall **sequentially serialise** all pages of each tender submitted

Other Requirements

As specified in the respective tender documents covering the following: -

1. Similar previous experience where applicable.
2. Professional and Technical Personnel.
3. Current work load.
4. Eligibility
 - a. Prospective bidders/Companies/Service Providers registered in Kenya and meets the requirements of the tender are invited to bid.

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- b. Any form of Canvassing will lead to disqualification

Note: All submitted Documents may be verified from the issuing agencies, KeNHA Reserves the right to verify all submitted documents

Procurement shall be based on the post qualification method and the above details will be submitted with the priced bid.

Due to the COVID -19 pandemic and consequently the Presidential Directives issued, there shall be **No Pre-Tender Site Visits**. However, bidders are encouraged to make personal arrangements to acquaint themselves with the site conditions before submissions of their bids.

The detailed tender notice is available in the KeNHA website and Public Procurement Information Portal (PIIP). Clarifications and Questions may be sent to procurement@kenha.co.ke as indicated in the Tender Notice.

NOTE:

Every bidder shall make their own arrangements to familiarize themselves with the site conditions and the Road and its features.

Interested eligible candidates may obtain further information and inspect tender documents from the **Supply Chain Management Department, Kenya National Highways Authority, Barabara Plaza, Jomo Kenyatta International Airport (JKIA), Nairobi, Off Mazao Road (Opposite KCAA Headquarters)** as indicated in the Tender Notice during normal working hours.

A complete set of tender documents may be obtained by interested tenderers from the Kenya National Highways Authority website: www.kenha.co.ke or PIIP portal: www.tenders.go.ke free of charge. Bidders are encouraged to download tender documents to minimise physical visits to **KeNHA Head Office**.

Completed tender documents are to be enclosed in plain sealed envelope clearly marked with tender name, reference number and submitted to: -

**Director General
Kenya National Highways Authority,
Barabara Plaza, Jomo Kenyatta International Airport (JKIA), Nairobi, Off Mazao
Road (Opposite KCAA Headquarters)
P. O. Box 49712-00100,
NAIROBI, KENYA**

or

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deposited in the Tender Box at the reception area, **Supply Chain Management Department Office, Barabara Plaza, Jomo Kenyatta International Airport (JKIA), Nairobi, Off Mazao Road (Opposite KCAA Headquarters), Block C, 2nd Floor** so as to be received on or before **the date and time indicated in the Tender Notice.**

All interested bidders are required to continually check the Kenya National Highways Authority website: www.kenha.co.ke for any tender addendums or clarifications that may arise before submission date.

Tenders will be opened immediately thereafter in the presence of Tenderers/Representatives who wish to attend at the **KeNHA, Supply Chain Management Department Board Room, Block C, 2nd Floor.**

Deputy Director, Supply Chain Management

For: DIRECTOR GENERAL

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 the Procuring entity 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed 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 equipment(s) are 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, 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 not exceed Ksh 5000.00

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2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 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 Form
- (xiv) Declaration form
- (xv) Request for Review Form

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 Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. 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 the procuring entity. Written copies of the Procuring entities 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 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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2.6 Amendment of Tender Documents

- 2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, 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 issuing an addendum.
- 2.6.2 All prospective tenderers that have obtained 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, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, 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 the Tender

- 2.8.1 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 established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.13 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 furnished in accordance with paragraph 2.14
 - (e) Confidential Business Questionnaire

2.9 Tender Form

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

2.10 Tender Prices

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- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
 - (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
 - (iii) installation charges shall also be indicated separately for each equipment
- 2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in the following currencies:
- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
 - (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
 - (c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderers 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.
- 2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity'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
- 2.12.2 The documentary evidence of the tenderes qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment

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- (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 Document

- 2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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.
- 2.13.3 The documentary evidence of conformity of the equipment 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 equipment
 - b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
 - c) a clause-by-clause commentary on the Procuring entity'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 commentary 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

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2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

- a) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27
 - 1. or
 - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to

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paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 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 The Procuring entity 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. 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 the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE (*day, date at time of closing*)"

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 by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

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2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than (*the time and date specified*).
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended
- 2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

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 the Procuring entity 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. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not 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, pursuant to paragraph 2.14.7

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*the time, on the date*) and in the following location.
(*address of the procuring entity*)

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

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

2.20.3 The Procuring entity 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 the Procuring entity 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 the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

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

2.22.2 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 candidate 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

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

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

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2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

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

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring

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entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

2.24.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.7 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.25 Contacting the Procuring Entity

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity 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 the Procuring entity 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, the Procuring entity 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, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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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 the Procuring entity 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 The Procuring entity 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.

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

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

(c) Procuring Entity's Right to Accept or Reject Any or All Tenders

2.26.6 The Procuring entity 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 tenderer of the grounds for the procuring entity's action

2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

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2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 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.

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2.29 Performance Security

- 2.29.1 Within Thirty (30)days of the receipt of notification of award from the Procuring entity, 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 the Procuring entity.
- 2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity 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 procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
- 3.30.2 The Procuring entity 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.
- 3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

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Appendix to Instructions to Tenderers

Notes on the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.

2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.

3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated

4. Section II should remain unchanged and can only be amended through the Appendix.

5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

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APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>All Bidders Who Meet Eligibility Requirements</i>
2.14.1	<i>Bid Security Guarantee from A Reputable Bank of Kshs.200,000</i>
2.18.1	<i>Thursday, 11th March, 2021 at 11.00 a.m.</i>
2.20.1	<i>As in 2.18.1 above</i>
2.29.1	<i>Indicate particulars of performance security</i>

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QUALIFICATION CRITERIA

This Section contains all the factors, methods and criteria that the Employer shall use to evaluate applications. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective Application Forms.

1. Eligibility Requirements
2. Financial Situation
3. Technical Works Experience
4. Program of Works and Work Methodology
5. Key Professional and Technical Site Staff
6. Major Plant and Equipment to be used in the Project

Qualification Criteria			Compliance Requirement	Documentation
S/No.	Subject	Requirement	Bidder	Submission Requirements
1. Eligibility Requirements				
1.1	Form of Bid	Amount in Figures and Words must be indicated, properly fill and sign	Must meet requirement	Form of Bid in the Prescribed Format
1.2	Appendix to Form of Bid	Form properly filled & signed	Must meet requirement	Appendix to Form of Bid in the Prescribed Format
1.3	Bid Security	Tender Security from a reputable bank of Kshs. 200,000	Must meet requirement	Form in the Prescribed Format
1.4	Confidential Business Questionnaire	Properly fill and sign, Providing all required information	Must meet requirement	Form in the Prescribed Format
1.5	Form of Power of Attorney	Properly fill and sign, Provide copies of National Identification card or Passport.	Must meet requirement	Form in the Prescribed Format
1.6	Priced Bill of Quantities	- Fill all rates, prices and amounts, - NO Alterations of the	Must meet requirement	Bills of Quantity in the Prescribed Format

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Qualification Criteria			Compliance Requirement	Documentation
S/No.	Subject	Requirement	Bidder	Submission Requirements
		<p>Quantities accepted,</p> <ul style="list-style-type: none"> - All bidders own Corrections must be Countersigned - NO Errors noted in the Bills of Quantities 		
1.7	Incorporation & Registration	Copy of Certificate of incorporation to show that the applicant is a registered company and legally authorized to do business in Kenya	Must meet requirement	Copy of Certificate of Incorporation
1.8	Tax Compliance Certificate	Tax Compliance Certificate. Validity to be checked online by the TCC Checker on the KRA Website: www.kra.go.ke	Must meet requirement	Copy of Valid Tax Compliance Certificate
1.9	CR 12 form	Issued within the last Six 6 months from the Tender Opening Date	Must meet requirement	Copy of CR12 with All the Directors Identification Documents – National Identification Cards/IDs or Passports
1.10	Pre tender Site Visit/Pre-Bid Conference	Attend Pre-Tender Site Visits	Must meet requirement	Duly filled Declaration of Knowledge of Site
1.11	Serialization of the Bid	<p>Bidders shall sequentially serialize all pages of each tender submitted.</p> <p>Any written Pages or document attached or inserted Documents MUST be sequentially serialized.</p>	Must meet requirement	The Serialization MUST be numerically sequential starting from Numeric 1.
1.12	Conflict of	No conflicts of interest	Must meet	Signed Declaration

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Qualification Criteria		Compliance Requirement	Documentation
S/No.	Subject	Requirement	Submission Requirements
	Interest		Form
1.13	Debarment	Not having been declared ineligible by the Employer Must fill the Declaration form	Signed Declaration Form
1.14	Litigation	Declaration of Information on Litigation. Declare status of all Litigation	Signed Declaration Form
1.15	Declaration of corrupt or fraudulent Practices	Bidders shall declare that they have not been convicted of corrupt or fraudulent practices	Signed Declaration Form
1.16	Declaration of Fair employment laws and practices	Bidders shall declare they are not guilty of any serious violation of fair employment laws and practices	Signed Declaration Form
1.17	Filling of Schedules/Forms in the Schedules	Bidders are required to provide the details required in each of the forms/Schedules provided besides attaching documentary evidence of the same as attachments	All Forms/Schedules that are required to be filled have to be filled and signed and dated.
1.18	Completeness of tender document	The person or persons signing the bid shall initial all pages of the bid where entries have been made.	All pages with entries (Typed or hand written) must be initialized. Any alterations made in the tender document must be countersigned.
<i>Bidders meeting the above Eligibility Requirements shall proceed to Technical Evaluation</i>			

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TECHNICAL EVALUATION CRITERIA

S/NO.	ITEM DESCRIPTION	TECHNICAL/FEATURES SPECIFICATIONS	COMPLY YES/NO
1.0	Assembling of High definition (HD) and Automatic Number Plate Recognition (ANPR) poles as per the specifications. During Installation and removal of the cameras poles (old location to new locations), the Bidder shall be responsible for any damages that may occur on the equipment involved.		
1.1	AUTOMATIC NUMBER PLATE RECOGNITION CAMERAS (ANPR) POLES		
	8.0 meters arm	Pole height of 6.8 meters, diagonal distance 160-230mm, thickness 7mm; 8 meters long arm, diagonal distance 90-150mm, thickness 5mm; Foundation embedded flanges: (diameter 450 ~ inner diameter 220) x δ 10; anchor bolts: M22x1250,10 root; stirrups: \varnothing 8x1310, 2 root	
	Weight	Pole=112.34kg, Arm=57.93kg Foundation embedded flanges =48.12Kg	
	11m arm	Pole height of 6.8 meters, diagonal distance 220-270mm, thickness 8mm; 11 meters long arm, diagonal distance 90-210mm, thickness 6mm; Foundation embedded flanges: (diameter 550 ~ inner diameter 220) x δ 10; anchor bolts: M24x1350,8 root; stirrups: \varnothing 8x1310, 2 root	
	Weight	Pole=161.60kg, Arm=119.57kg Foundation embedded flanges =55.38Kg	
	12m arm	Pole height of 6.8 meters, diagonal distance 220-270mm, thickness 8mm; 12 meters long arm, diagonal distance 90-	

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		210mm , thickness 6mm; Foundation embedded flanges: (diameter 550 ~ inner diameter 220) x δ 10; anchor bolts: M24x1350,8 root; stirrups: \varnothing 8x1310, 2 root	
	Weight	Pole=161.6kg, Arm=130.44kg Foundation embedded flanges =55.38Kg	
	15m arm	Pole height of 6.8 meters, diagonal distance 320-370mm, thickness 9mm; 11.5meters long arm, diagonal distance 163-310mm, thickness 7mm; 3meters long arm, diagonal distance 102-163mm, thickness 6mm; Foundation embedded flanges: (diameter 850 ~ inner diameter 320) x δ 16; anchor bolts: M32x1550,8 root; stirrups: \varnothing 8x1665, 2 root	
	Weight	Pole=256.83kg, Arm=260.08kg Foundation embedded flanges =141.59Kg	
1.2	HD POLE SPECS CATEGORY “A” FOR SUPPORTING A MAXIMUM OF THREE (3) BULLET CAMERAS AND ONE (1) DOME CAMERA.		
	Materials	Q235B	
	Wind Resistant Level	40 m/s (3s gust	
	Service life	More than 10 years	
	Cantilever	Capability of projecting a long beam	
	Surface Treatment	Hot dip galvanized + plastic spraying(white)	
	Length	1* 1.5m arm	
	Installation Capability	Max support 3*bullet cameras, 1*dome camera	
	Dome Camera Installation Mode	Using a G1 1/2 tube-type screw connector	
	Bullet Camera Installation Mode	Using a hose clamp (cantilever diameter: 89 mm)	
	Weight	110 kg	

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	Surface Treatment	Hot dip galvanized + plastic spraying(white)
	Tube Wall Thickness	4 mm
	Height	Total height 6.8 m
	Net Height	6 m
	Diameter of Pole	Top diameter 90 mm, bottom diameter 150 mm
	Power System Install Height	Cable hole (diameter 40 mm) at 3.7 m Pole diameter 117 mm at 3.7 m
	Maintenance Window Dimension	250(H)*120(W) mm Located away from the bottom of pole 0.5 m
	Length of Lightning Rod	1.5 m
	Anchor Bolts	Sufficient to support
	Surface Treatment	Hot-Dip Galvanized
	Bolt Quantity	4
	Weight	14.5 kg
1.3	HD POLE SPECS CATEGORY “B” FOR HOLDING MAXIMUM SUPPORT OF THREE (3DOMES CAMERAS)	
	Materials	Q235B
	Wind Resistant Level	40 m/s (3s gust)
	Service life	More than 10 years
	Cantilever	Capability of projecting a long beam
	Surface Treatment	Hot dip galvanized + plastic spraying(white)
	Length	1* 1.5m arm
	Installation Capability	Max support 3*Dome cameras
	Dome Camera Installation Mode	Using a G1 1/2 tube-type screw connector
	Bullet Camera Installation Mode	Using a hose clamp (cantilever diameter: 89 mm)
	Pole	
	Weight	130 kg
	Surface Treatment	Hot dip galvanized + plastic spraying(white)
	Tube Wall Thickness	4 mm
	Height	Total height 6.8 m
	Net Height	6 m
	Diameter of Pole	Top diameter 150 mm, bottom diameter 220 mm
	Power System Install Height	Cable hole (diameter 55 mm) at 3.6 m
	Maintenance Window Dimension	250(H)*120(W) mm Located away from the bottom of pole 0.5 m
	Length of Lightning Rod	1.5 m

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	Anchor Bolts	Sufficient to support 4M24 Anchor bolts
	Surface Treatment	Hot-Dip Galvanized
	Bolt Quantity	4
	Weight	24.5 kg
1.4	The Bidder must have a minimum of four (04) Cranes /Cherry Pickers that have been inspected and certified by Government of Kenya for maintenance works.	The Bidder to provide Prove of ownership of the existing serviceable cranes/Cherry pickers. Including Provision of related Approvals/Permits by Government Agency
1.5	The Bidder must a minimum of three (3) years' experience in CCTV Infrastructure installation and maintenance.	The Bidder to Provide prove of similar works of such magnitude previously undertaken her.
1.6	The Bidder to attach Qualifications/Certificates for her Engineers in related field certified by Government of Kenya. The Bidder must provide the above expertise in the following fields' Civil engineering, Mechanical Engineering, Electrical engineering, IT and Electronics or any other relevant field who will be capable to carry out the installation and maintenance works.	The Bidder to Provide certificates for the experts involved in this CCTV infrastructure works
1.7	Connectivity and Configuration of the CCTV Infrastructure	The Bidder to Provide proves of her previous CCTV works including Installation and Commissioning of Surveillance Cameras and Automatic number plate recognition - ANPR camera infrastructure ;(Outdoor/ Public places/Highways/Streets)
1.8	Definition of Works and Timelines for the Works involved. Survey of old and new Camera sites, Removal of cameras and poles to NPS ware house Ruaraka, Installation, Inspection, commissioning and acceptance of new sites.	The Bidder to provide implementation schedule.
1.9	Financial Audited Statements	The bidder to provide 2 year audited statements for the 2018/2019 and 2019/2020
1.9	Pole Borland installation (HD) (Diagram provided on Scope of works details)	Measurements (mm)
	Column height	1000mm

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	Base	250x1200x1200	
	Total Height	1250mm	
	4M24Anchor bolts	1200mm	
	50mm duct/sleeve buried of a depth of 600mm ² in the ground for a 16mm power cable	600mm	
	25mm Earth Cable (Yellow-green)	Sufficient length	
	1mlongx16mm thick Copper Earthing rod connected to the bottom flange by copper tape 25mmx3mm	Sufficient length	
2.0	Pole Borland installation (ANPR) (Diagram provided on page Ten (10) of Scope of works details)	Measurements (mm)	
	Column Height	1600mm	
	Base	450x1900x1900mm	
	Total Height	2050mm	
	8M24Anchor bolts	1800mm	
	50mm duct/sleeve buried of a depth of 900mm ² in the ground for a 16mm power cable	600mm	
	25mm Earth Cable (Yellow-green)	Sufficient length	
	1mlongx16mm thick Copper Earthing rod connected to the bottom flange by copper tape 25mmx3mm	Sufficient length	

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SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III- GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

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 and will be treated thus in the evaluation of the tender.

3.4 Standards

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

3.5 Use of Contract Documents and Information

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- 3.5.1 The Candidate shall not, without the Procuring entity'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 Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

- 3.6.1 The tenderer shall indemnify the Procuring entity 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 Procuring entity's country

3.7 Performance Security

- 3.7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of
- a) Cash
 - b) Bank guarantee
 - c) Such insurance guarantee approved by the Authority
 - d) Letter of credit
- 3.7.4 The performance security will be discharged by the Procuring entity 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

3.8 Inspection and Tests

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- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity'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 Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer 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.
- 3.9.2 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

3.10 Delivery and Documents

- 3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

- 3.11.1 The equipment 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.

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for equipment delivered and installation 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.

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

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

3.13.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15. Subcontracts

3.15.1 The tenderer shall notify the Procuring entity 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

3.16. Termination for Default

3.16.1 The Procuring entity 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 equipment within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

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- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity 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 Procuring entity for any excess costs for such similar equipment.

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity 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 procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

3.21.1 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.

3.22 Notices

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3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

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SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

- 4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

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SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. 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
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

(Complete as necessary)

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SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

- 5.1 The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.

- 5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.

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SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

S/NO.	Item Description	QTY	Unit Price (Kshs)	Installation Period (Months)	Installation Price (Kshs)	Total Price (Kshs)
1	New Poles and New Borland For HD Cameras	15		8		
2	Relocation of Poles (Camera Infrastructure HD Type)	54		8		
3	Relocation of Poles (Camera Infrastructure ANPR Type)	29		8		
4	Relocation of HD Cameras (Camera Infrastructure)	138		8		
5	Relocation of ANPR Cameras (Camera Infrastructure)	52		8		
6	Transmission from Site To NPS Servers (Connectivity And Power)	83 Sites Plus 190 Cameras		8		
7	Configuration of The Camera Infrastructure	83 Sites Plus 190 Cameras		8		
8	Add Contingency Sum Of 10% of the Bid Price-To Be Instructed By The Engineer					
9	Preliminaries/Project Management Costs					5,000,000.00
	Add 16% VAT					
	Grand Totals Carried to Form of Tender (Kshs)					

Notes:

1. Item 1 will require New poles and New Borlands.
2. Items 2-5 will use existing HD and ANPR Camera types. However, if any is damaged then the bidder will replace at its own cost and as to the specifications provided by the Engineer and acceptable to the client (National Police Service).
3. Please note that items damaged during the relocation and installation period shall be replaced by the bidder at its own cost.

Name of Authorized Person.....Signature.....Date & Official Stamp.....

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SECTION VI- TECHNICAL SPECIFICATIONS

6.1 GENERAL

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

6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.

6.1.3 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 procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

6.1.4 The tenderers are requested to present information along with their offers as follows;-

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

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SECTION VI – TECHNICAL SPECIFICATIONS

6.2 PARTICULARS

[SCOPE OF WORKS DETAILS

S/NO.	ITEM DESCRIPTION	SCOPE DETAILS OF WORKS INVOLVED	QUANTITY	COMPLY YES/NO
1.	Camera Infrastructure	The Bidder will be required to Remove and relocate a total of eighty-three (83) Camera sites housing a total of one hundred and ninety (190) Cameras (HD 138, ANPR 51). Out of these cameras a total of twenty-seven (27 HD Cameras) will require new Fifteen (15) HD poles as per attached specifications.	LOT	
2.	Engineering Survey	The Bidder is invited before submitting her bids to carry out survey of the old and new sites earmarked for relocation including confirming the technical specifications with the already existing poles and camera infrastructure on the ground and at NPS warehouse-Ruaraka.	LOT	
3.	Poles Infrastructure	<ul style="list-style-type: none"> i. Assembling of HD and ANPR poles as per the initial design (Sample poles on the ground and NPS warehouse Ruaraka) to be installed in Public places. ii. Out of the Eighty-three (83) sites, Fifteen (15) sites will require new poles and Borland. iii. The Bidder is required to provide Fifteen (15) new poles as per the given specifications in order to carry a total of twenty seven (27) cameras. iv. The fifteen (15) sites cameras are on private buildings and maintained and accessed through Safaricom limited. v. The bidder is required to liaise with Safaricom Limited for identification of the cameras on the private buildings 	LOT	
4.	Poles Borland installation Infrastructure (Diagram/Drawings Attached)	<ul style="list-style-type: none"> I. The Borland should be strong and stable to hold the camera poles and resistant to wind and storm. II. A sample of the same is provided at NPS warehouse Ruaraka. 	LOT	

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		<p>III. The bidder to organize for viewing of the Borland physical specifications.</p> <p>IV. Installation of the Pole Borland whether new or the transferred one shall be carried out as directed by user.</p>		
5.	<p>Infrastructure Movement (Relocation of the Camera Infrastructure, Poles and Pole Borland)</p>	<p>a) Transfer of the camera infrastructure from point (A to Point B) is as per the intended locations (List of old and new proposed relocation sites attached).</p> <p>b) Bidder to view sample sites (Poles and Borland) at NPS ware house Ruaraka.</p> <p>c) All movements of Pole Borland, HD or ANPR Poles and any other adjustments of works will be borne by the Bidder.</p> <p>d) Engineering Pre-installation site survey to be carried out by the Bidder and the User in order to establish the exact new locations.</p> <p>That includes but not limited to:-</p> <p>i. The specific location and GPS coordinates;</p> <p>ii. Traffic volumes and behaviour, e.g. whether there is any turning traffic or proximity to bends or turns, which could affect the angle of the number plate with respect to the camera or obscure the target traffic;</p> <p>iii. Road widths;</p> <p>iv. Number of lanes and their widths;</p> <p>v. Standoff distance and target vehicles</p> <p>vi. Lane discipline issues;</p> <p>vii. Orientation of the camera and any sun effects;</p> <p>viii. Area lighting availability and Illumination range</p> <p>ix. Power requirements and availability.</p> <p>x. Direction detection will be provided;</p> <p>xi. Mounting infrastructure.</p> <p>xii. Angle of view (camera/road geometry); to cover the full view of required lanes and public area of police interest.</p> <p>xiii. Civil works needed for installation and maintenance.</p> <p>xiv. Proximity of any trees or other items that could obscure the camera's view</p>	LOT	

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		<p>at certain times of the year.</p> <p>xv. Whether pedestrians regularly enter the scene, particularly where they might pass across the field of view and obscure the plates.</p> <p>xvi. Whether the camera will be prone to vibration from traffic/wind. This could result in camera shake and hence blurring of the image.</p> <p>xvii. During Installation and Relocation of the camera infrastructure from old location to new locations, the Bidder shall be responsible for any damages incurred.</p> <p>xviii. The Bidder shall be liable for all the permits and approval pertaining to this Project works.</p>		
6.	Power and Backup	<p>i. Provision of power to the Cameras and Backup lasting a minimum of eight (08) Hours.</p> <p>ii. The Bidder shall pay the cost of electricity connectivity and the power bills for powering the camera infrastructure during installation and during warranty period.</p> <p>iii. On expiry of the Contract and warrant period the Bidder shall transfer all the KPLC power bills to NPS.</p>	LOT	
7.	Connectivity	<p>i. Transmission of the data and communication from each device to the NPS servers shall be Service availability of 99.99%.</p> <p>ii. The Bidder shall provide leased optic fibre for transmission from the camera device to the storage servers during installation and warranty period.</p> <p>iii. On expiry of the Contract and the warranty period the Bidder shall transfer all the leased fibre services to NPS.</p> <p>iv. The minimum Bandwidth requirement for each camera device shall be :- 8.0 Mps for each HD camera and 10.0 Mps for each ANPR camera</p>	LOT	
8.	Configuration	<p>On installation it is essential that the camera is set to provide optimum performance. Configuring of the devices and ensuring</p>	LOT	

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		<p>they are offering the services required. The Bidder shall take into consideration the following:-</p> <ol style="list-style-type: none"> i. The field of view. ii. Number plate skew and rotation with respect to the camera. iii. Light: The amount of light reaching the camera is a critical factor in the success of the devices. iv. Motion blurring. v. Depth of field: The depth of field being the distance over which an item is in acceptably sharp focus within the image. vi. Image noise: The device needs the image to be as free of electronic noise as possible. vii. Software settings: The settings should be regularly checked to make sure they remain appropriate. viii. Storage on the front-end device when connection to servers is unavailable. ix. The NPS servers for the ANPR and Surveillance system are managed by Safaricom Limited. <p>The Bidder is therefore required to liaise with Safaricom Limited for Configuration, Integration to existing systems, IVS transmission and Security related issues.</p>		
9.	Security	The Bidder must ensure End to End security of the data and Communication.	LOT	
10.	Inspection and Acceptance	<p>On installation or re-installation of any component of Surveillance infrastructure, the performance standards detailed here must be adhered to.</p> <p>Outcomes required depending on type and functions of the camera:-</p> <ol style="list-style-type: none"> i. Capture rate: the number of Vehicle License Plates detected and logged by an ANPR device in comparison with the total number of Vehicles passing through the field of view that are visible to a human. This is expressed as a percentage irrespective of whether they are correctly read or not. ii. Read rate: the number of VRMs captured by an ANPR device that are accurately read in comparison with 	LOT	

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		<p>the total number captured expressed as a percentage.</p> <p>iii. The recommended evaluation sample is no fewer than 250 consecutive vehicles displaying within the field of view of an ANPR device for a medium to high volume traffic or if impractical 1hour for a low traffic road.</p> <p>iv. Systems must capture 98% of all Vehicles plates that are visible to the human eye and accurately read 95% of captured Vehicles plates.</p>		
11.	Maintenance	<p>i. It is essential that regular maintenance (monthly) takes place on all Surveillance systems (Sites 90 of 203 assorted cameras) to ensure continued optimum performance.</p> <p>ii. In order to ensure that the performance remains as its optimum level throughout the lifetime of the Surveillance devices regular testing of its performance should take place.</p> <p>iii. Regular system checks should also take place to ensure no faults have developed.</p> <p>iv. Identifying any problems with the communication or IT systems.</p> <p>v. Measurement of capture and read rates.</p> <p>vi. Cleaning the camera and especially the front of the lens. The regularity with which this is needed will be site dependent, for example cameras used near seaports are likely to be more prone to salt damage.</p> <p>vii. False triggering or blocked views, such as caused by foliage or new signage;</p> <p>viii. Changes in the camera alignment, for example caused by vibration or strong winds;</p> <p>ix. Changes in focus;</p> <p>x. Faults that have developed with the camera or illumination;</p> <p>xi. Changes in traffic patterns – if necessary the camera should be adjusted to account for this.</p> <p>xii. The bidder must maintain the camera</p>	LOT	

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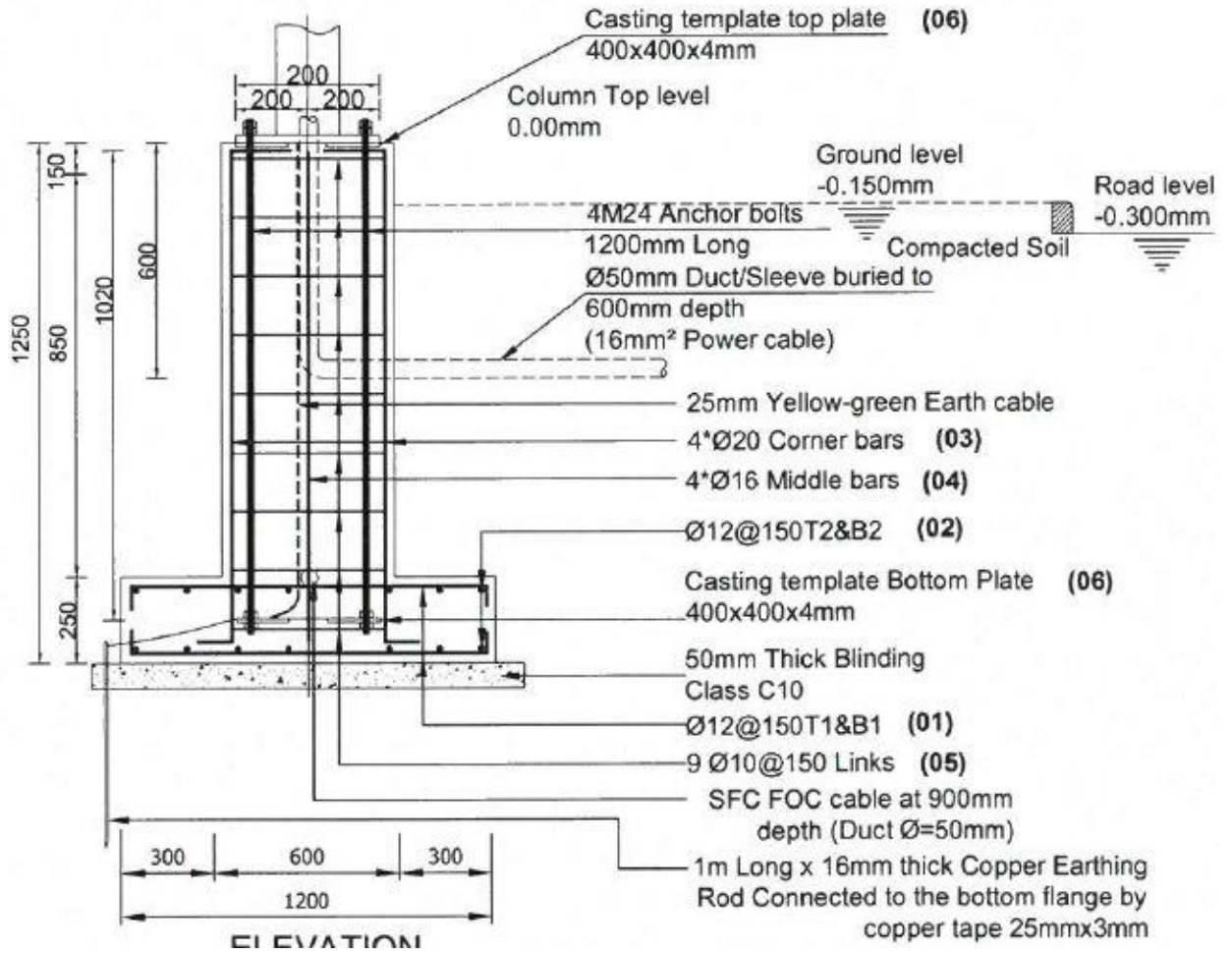
		<p>infrastructure for the warranty period (One calendar year).</p> <p>xiii. The Bidder must provide a maintenance schedule, maintenance reports and share the same with the user for monitoring and performance.</p> <p>xiv. During maintenance of cameras the Bidder shall ensure that the position and angle of view of the Camera remains as per original position.</p>		
12.	Crane equipment	The Bidder to provide ownership or leased of a minimum of four (04) Cranes /Cherry Pickers that have been inspected and certified by Government of Kenya for such maintenance works.	LOT	
13.	Bidder's Experience	The Bidder must demonstrate having carried out similar assignments in the past five (5) years.	LOT	
14.	Bidder Employees experience /Qualification	<p>i. The Bidder to attach Qualifications/Certificates for her Engineers in related field certified by Government of Kenya.</p> <p>ii. The Bidder must provide at least one employee in each of the following fields' Civil engineering, Mechanical Engineering, Electrical engineering, IT and Electronics or any other relevant field who will be capable to carry out the installation and maintenance works.</p>	LOT	
15.	Definition of Works and Timelines:-	<p>Works involved:-</p> <p>i. Survey of old and new camera sites , Removal of cameras and poles to NPS ware house Ruaraka,</p> <p>ii. Installation, Inspection. Commissioning, Acceptance, including preparation and delivery of designs works to National Police Service.</p>	LOT	
16.	Project Implementation Committee Mandate and Life Cycle	<p>i. The committee shall be Composed of members from National Police Service -NPS, KeNHA and Contractor.</p> <p>ii. The committee's life cycle shall run from the period of installation, inspection, commissioning including warranty period and Handover.</p> <p>iii. The mandate of the committee shall</p>	LOT	

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		be inclusive of preparation of Acceptance checklist documentation among others.		
17.	Project Implementation Period/Duration	As read with Scope of Works details serial number fifteen (15) the project target date for completion of works is estimated to be end in December 2021.		

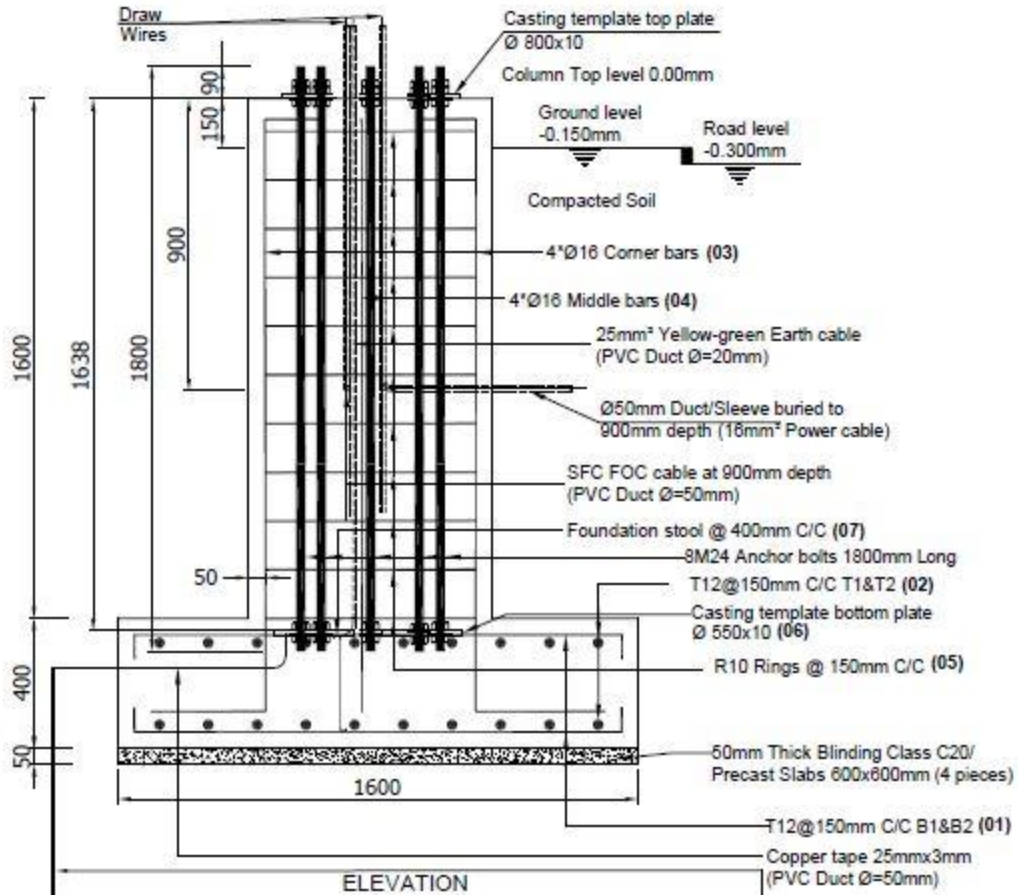
KeNHA/2395/2021-Supply, Installation, Commissioning and Relocation of Security Infrastructure Along Nairobi Expressway And Its Interlinking Sites

POLE S BORLAND DIAGRAM (HD)



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POLE S BORLAND DIAGRAM (ANPR)



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MINIMUM ITEMS SPECIFICATIONS

S/NO.	ITEM DESCRIPTION	MINIMUM TECHNICAL SPECIFICATIONS	QUANTITY	REMARKS
1.	SURVEILLANCE CAMERAS HD DOME			
1.1	Sensor	Dome 5.0 Megapixel and 4k 8.0 Megapixel series	LOT	
1.2	Sensor	Dome Multi-sensor and Multi-lenses features [4X4K Multi-sensor and Multi-lenses] Cameras, minimum 32.0 Megapixels,	LOT	
1.3	Dome Lenses range	2mm -350mm,		
1.4	License on camera analytics	Bundled		
1.5	IR LED	200m		
1.6	Camera Functionality	Software defined camera, with faster processing chip, to perform front end processing		

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1.7	In built video analytic software	<ul style="list-style-type: none"> • Slew to cue [including tracking of detected objects and handing over to other cameras, • Scan to target [Scans and tracks detected objects] • Object Auto-Tracking • Intelligent auto-mode [Camera automatically atomizes settings after detecting an object to capture more optimal video of the object in real time], • Intelligent Video Motion Detection • Object behaviors detections including Crossing line, Idle/removed objects, Loitering and Intrusion, Color recognition, Vehicle and pedestrian classification • Face DRI (Detection, Recognition, Identification) • Deliver the resolution and frame rates while substantially lowering storage and network costs. 	LOT	
1.8	Night View	High sensitivity with color night vision		
1.9	Compression	Capability of H265/264		
1.10	Vandal resistant	IP66 compliant		
1.11	Anti-corrosion	Heavy salt damage resistance, with film thickness of 100 micrometers or more.		

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1.12	Water & Dust Resistant	Outdoor models to have waterproof and dustproof structures that are rated IP67.		
1.13	Condensation	Built-in dehumidifier device to lower the internal humidity preventing cloudiness.		
1.14	Minimum Illumination	Color@ 0.002lux (F1.4, AGC ON); B/W@0.001lux (F1.4, AGC ON), 0 lux with IR ON.		
1.15	Day/Night mode	Auto/Colour (infrared-cut filter)		
1.16	Electronic shutter speed	1/3s		
1.17	Gain control	Automatic / Manual		
1.18	Wide Dynamic Range	120dB		
1.19	Backlight Compensation	Supported		
1.20	Defog	Automatic / Manual		
1.21	Image Stabilization	Gyroscopic image stabilization		
1.22	Intelligent IR	IR coverage 200 meters		
1.23	Video buffering	Support video recording to local storage when network is disconnected, and upload video recording to platform after network recovery SSD 256GB		
1.24	White balance	Auto/Auto-Track/Manual//One Push,		
1.25	Scenarios mode	Indoor/ Outdoor/Fixed		
1.26	Digital Noise Reduction	Self-adaptive to 2D or 3D DNR		
1.27	Focal Length (Zoom Ratio)	2.2mm ~ 350mm(30x),		

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1.28	Zoom	Optical zoom 30x,Digital zoom, 16x		
1.29	Auto Iris	P-Iris		
1.30	Pan/Tilt/Zoom	Rotation angle, Horizontal rotation, Vertical rotation		
1.31	Park action	Home position, preset position tour, tour recording scan, horizontal scan, vertical scan, random scan, frame scan, and panoramic		
1.32	Video Compression	H.265 / H.264 / MJPEG		
1.33	User/Host	Level Up to 32 users, 3 Levels Administrator, Operator		
1.34	User Frame rate	60Hz@60/30fps / 50Hz@50/25fps		
1.35	Multiple Streaming	Triple Full streams		
1.36	Voice communication	Voice intercom and broadcast, channel-associated voice		
1.37	Maximum User Access	10 (allows users to obtain a maximum of 8 channels of video streams at the same time)		
1.38	Image Correction	Support image mirror (Horizontal, Vertical, and Horizontal & Vertical Mirror), support image rotate		
1.39	Device access protocol	ONVIF Profile S/G/T, Genetic Protocol v1.00, ISAPI and SDK		
1.40	Network Protocol	TCP, UDP, IPv4, DHCP, DNS, ICMP, IGMP, HTTP, HTTPS, SFTP, RTP, RTSP, RTCP, SIP, ARP, SSL, NTP, SNMP(V1/V2/V3), 802.1x, QoS DDNS.		
1.41	Web Browser	IE 8 and above, Chrome, Firefox.		
1.42	Security mode	User name and password authentication and HTTPS digital		

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		certificate, End-to-End Data and communication encryption.		
1.43	Stream encryption	AES256 encryption algorithm and digital watermark		
1.44	IP address filtering	Supported		
1.45	Device authentication	Via the firewall		
1.46	Firmware updating	Support remote updates of device firmware		
1.47	Intelligent detections	Motion detection, Covering detection, Privacy mask		
1.48	Event triggers	Intelligent analytics, Motion detection, Covering detection, and Alarm input		
1.49	Event actions	Alarm output, PTZ presets, PTZ guard tour, SD card recording, pre-recording and Snapshot		
1.50	Ethernet interface	One RJ45 10M/100M adaptive Ethernet port		
1.51	Storage	One microSDHC/microSDXC card slot, supporting a maximum capacity of 256 GB	LOT	
1.52	Alarm interface	8-channel alarm input and 2-channel alarm output.		
1.53	Alarm output	Analog video interface 1-channel analog video output through the CVBS interface,		
1.54	Power supply	DC12V, DC24V, AC24V, PoE+		
1.55	Operating environment	Operating temperature -40°C ~ 60°C		
1.56	Relative humidity	5% to 95%		

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1.57	Lightning surge suppression	6kV surge voltage		
1.58	Vandal-proof	Class IK10 vandal-proof metal casing.		
1.59	Camera Life span	7 years.		
2.	SURVEILLANCE HD CAMERA BULLET(BOX)			
2.1	Sensor	Bullet 5.0 Megapixel and 4K 8.0 Megapixel series.	LOT	
2.2	Sensor	4/3" CMOS image		
2.3	Resolution	4K UHD (3840×2160), up to max. 10 MP		
2.4	Ultra-low-light	Color 0.008 lux		
2.5	Frame rate	4K UHD at 30 frames per second		
2.6	Auto Iris	P-Iris		
2.7	Focal Length (Zoom Ratio)	2.7mm ~ 84mm 7x		
2.8	Video Compression	H.265 / H.264 / MJPEG		
2.9	IR LED	80m		
2.10	License on camera analytics	Bundled	LOT	
2.11	Camera Functionality	Software defined camera, with faster processing chip, to perform front end processing		
2.12	In built video analytic software	<ul style="list-style-type: none"> • Slew to cue [including tracking of detected objects and handing over to other cameras, • Scan to target [Scans and tracks detected objects] • Object Auto-Tracking • Intelligent auto-mode 		

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		<p>[Camera automatically atomizes settings after detecting an object to capture more optimal video of the object in real time],</p> <ul style="list-style-type: none"> • Intelligent Video Motion Detection • Object behaviors detections including Crossing line, Idle/removed objects, Loitering and Intrusion, Colour recognition, Vehicle and pedestrian classification, • Face DRI (Detection, Recognition, Identification) • Deliver the resolution and frame rates while substantially lowering storage and network costs 		
2.13	Sensitivity	High sensitivity with color night vision		
2.14	Night View	View objects in dark condition with IR LED up to 80m		
2.15	Vandal resistant	IP66 compliant		
2.16	Anti-corrosion	Heavy salt damage resistance, with film thickness of 100 micrometers or more.		
2.17	Water & Dust Resistant	Outdoor models to have waterproof and dustproof structures that are rated IP67.		
2.18	Built-in dehumidifier	Device to lower the internal humidity preventing cloudiness due to condensation.		
2.19	Protection	10 kV surge		
2.20	Defog	Automatic / Manual		

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2.21	Defogging	Self-cleaning coatings intelligent window		
2.22	Integrated wiper	Designed to meet requirements on seven-year lifespan.		
2.23	Minimum Illumination	Color@ 0.002lux (F1.4, AGC ON), B/W@ 0.001lux (F1.4, AGC ON), 0 lux with IR ON.		
2.24	Day/Night mode	Auto/Colour (infrared-cut filter)		
2.25	Electronic shutter speed	1/30s		
2.26	Gain control	Automatic / Manual		
2.27	Wide Dynamic Range	120dB		
2.28	Backlight Compensation	Supported		
2.29	Image Stabilization	Gyroscopic image stabilization		
2.30	Video buffering	Support video recording to local storage when network is disconnected, and upload video recording to platform after network recovery SSD 256GB		
2.31	White balance	Auto/Auto-Track/Manual//One Push,		
2.32	Scenarios mode	Indoor/ Outdoor/Fixed		
2.33	Digital Noise Reduction	Self-adaptive to 2D or 3D DNR		
2.34	User/Host	Level Up to 32 users, 3 Levels Administrator, Operator		
2.35	User Frame rate	60Hz@60/30fps / 50Hz@50/25fps		
2.36	Multiple Streaming	Triple Full streams		


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2.37	Voice communication	Voice intercom and broadcast, channel-associated voice		
2.38	Maximum User Access	10 (allows users to obtain a maximum of 8 channels of video streams at the same time)		
2.39	Image Correction	Support image mirror (Horizontal, Vertical, and Horizontal & Vertical Mirror). Support image rotate		
2.40	Device access protocol	ONVIF Profile S/G/T, Genetic Protocol v1.00, ISAPI and SDK		
2.41	Network protocol	TCP, UDP, IPv4, DHCP, DNS, ICMP, IGMP, HTTP, HTTPS, SFTP, RTP, RTSP, RTCP, SIP, ARP, SSL, NTP, SNMP(V1/V2/V3), 802.1x, QoS DDNS.		
2.42	Web Browser	IE 8 and above, Chrome, Firefox.		
2.43	Security mode	User name and password authentication and HTTPS digital certificate, End-to-End Data and communication encryption.		
2.44	Stream encryption	AES256 encryption algorithm, and digital watermark		
2.45	IP address filtering	Supported		
2.46	Device authentication	Via the firewall		
2.47	Firmware updating	Support remote updates of device firmware		
2.48	Intelligent detections	Motion detection, Covering detection, Privacy mask		
2.49	Event triggers	Intelligent analytics, Motion detection, Covering detection, and Alarm input		

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2.50	Event actions	Alarm output, SD card recording, pre-recording and Snapshot		
2.51	Ethernet interface	One RJ45 10M/100M adaptive Ethernet port		
2.52	Storage	One microSDHC/microSDXC card slot, supporting a maximum capacity of 256 GB		
2.53	Alarm interface	8-channel alarm input and 2-channel alarm output.		
2.54	Power supply	DC12V, DC24V, AC24V, PoE+		
2.55	Operating environment	Operating temperature -40°C ~ 60°C		
2.56	Relative humidity	5% to 95%		
2.57	Lightning surge suppression	6kV surge voltage		
2.58	Vandal-proof	Class IK10 vandal-proof metal casing.		
2.59	Life span	7 years.		
3.	AUTOMATIC NUMBER PLATE RECOGNITION CAMERA (ANPR)		LOT	
3.1	Vandal-proof	Class IK10 vandal-proof metal casing.		
3.2	Sensor	1 inch 9 megapixel Global exposure CMOS		
3.3	Resolution	4096x2160		
3.4	Minimum illumination	0.005Lux (F1.2, Automatic gain ON)		
3.5	Maximum image size	3840 x 2160		
3.6	Electronic shutter	39μs~30ms		
3.7	Recognition accuracy	Day: ≥98%		

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3.8		Night: ≥90%		
3.9	MTBF	≥ 30000h		
3.10	Life span	7years.		
4.	Flash Light		LOT	
4.1	Working mode	Flash		
4.2	Average power)	5.4W		
4.3	Service Life	2500 million times		
4.4	Picture			
5.	HD POLE SPECS CATEGORY “A” FOR SUPPORTING A MAXIMUM OF THREE (3) BULLET CAMERAS AND ONE (1) DOME CAMERA.		LOT	
5.1	Materials	Q235B		
5.2	Wind Resistant Level	40 m/s (3s gust		
5.3	Service life	More than 10 years		
5.4	Cantilever			
5.5	Surface Treatment	Hot dip galvanized + plastic spraying(white)		
5.6	Length	1* 1.5m arm	LOT	
5.7	Installation Capability	Max support 3*bullet cameras, 1*dome camera		
5.8	Dome Camera Installation Mode	Using a G1 1/2 tube-type screw connector	LOT	
5.9	Bullet Camera Installation Mode	Using a hose clamp (cantilever diameter: 89 mm)	LOT	

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5.10	Weight	110 kg		
5.11	Surface Treatment	Hot dip galvanized + plastic spraying(white)		
5.12	Tube Wall Thickness	4 mm		
5.13	Height	Total height 6.8 m	LOT	
5.14	Net Height	6 m	LOT	
5.15	Diameter of Pole	Top diameter 90 mm, bottom diameter 150 mm		
5.16	Power System Install Height	Cable hole (diameter 40 mm) at 3.7 m Pole diameter 117 mm at 3.7 m		
5.17	Maintenance Window Dimension	250(H)*120(W) mm Located away from the bottom of pole 0.5 m		
5.18	Length of Lightning Rod	1.5 m	LOT	
5.19	Anchor Bolts			
5.20	Surface Treatment	Hot-Dip Galvanized		
5.21	Bolt Quantity	4	LOT	
5.22	Weight	14.5 kg		
6.	HD POLE SPECS CATEGORY "B" FOR HOLDING MAXIMUM SUPPORT OF THREE (3DOMES CAMERAS)			
6.1	Materials	Q235B		
6.2	Wind Resistant Level	40 m/s (3s gust)		
6.3	Service life	More than 10 years		
6.4	Cantilever			
6.5	Surface Treatment	Hot dip galvanized + plastic spraying(white)		

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6.6	Length	1* 1.5m arm		
6.7	Installation Capability	Max support 3*Dome cameras		
6.8	Dome Camera Installation Mode	Using a G1 1/2 tube-type screw connector		
6.9	Bullet Camera Installation Mode	Using a hose clamp (cantilever diameter: 89 mm)		
6.10	Pole		LOT	
6.11	Weight	130 kg		
6.12	Surface Treatment	Hot dip galvanized + plastic spraying(white)		
6.13	Tube Wall Thickness	4 mm		
6.14	Height	Total height 6.8 m		
6.15	Net Height	6 m		
6.16	Diameter of Pole	Top diameter 150 mm, bottom diameter 220 mm		
6.17	Power System Install Height	Cable hole (diameter 55 mm) at 3.6 m		
6.18	Maintenance Window Dimension	250(H)*120(W) mm Located away from the bottom of pole 0.5 m		
6.19	Length of Lightning Rod	1.5 m	LOT	
6.20	Anchor Bolts			
6.21	Surface Treatment	Hot-Dip Galvanized		
6.22	Bolt Quantity	4	LOT	
6.23	Weight	24.5 kg	LOT	
7.	ANPR POLES		LOT	

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7.1	8m arm	Pole height of 6.8 meters, diagonal distance 160-230mm, thickness 7mm; 8 meters long arm, diagonal distance 90-150mm, thickness 5mm; Foundation embedded flanges: (diameter 450 ~ inner diameter 220) xδ10; anchor bolts: M22x1250,10 root; stirrups: Ø8x1310, 2 root		
7.2	Weight	Pole=112.34kg, Arm=57.93kg Foundation embedded flanges =48.12Kg		
7.3	11m arm	Pole height of 6.8 meters, diagonal distance 220-270mm, thickness 8mm; 11 meters long arm, diagonal distance 90-210mm, thickness 6mm; Foundation embedded flanges: (diameter 550 ~ inner diameter 220) xδ10; anchor bolts: M24x1350,8 root; stirrups: Ø8x1310, 2 root		
7.4	Weight	Pole=161.60kg, Arm=119.57kg Foundation embedded flanges =55.38Kg		
7.5	12m arm	Pole height of 6.8 meters, diagonal distance 220-270mm, thickness 8mm; 12 meters long arm, diagonal distance 90-210mm , thickness 6mm; Foundation embedded flanges: (diameter 550 ~ inner diameter 220) xδ10; anchor bolts: M24x1350,8 root; stirrups: Ø8x1310, 2 root		
7.6	Weight	Pole=161.6kg, Arm=130.44kg Foundation embedded flanges =55.38Kg		

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7.7	15m arm	Pole height of 6.8 meters, diagonal distance 320-370mm, thickness 9mm; 11.5meters long arm, diagonal distance 163-310mm, thickness 7mm; 3meters long arm, diagonal distance 102-163mm, thickness 6mm; Foundation embedded flanges: (diameter 850 ~ inner diameter 320) x δ 16; anchor bolts: M32x1550,8 root; stirrups: \varnothing 8x1665, 2 root		
7.8	Weight	Pole=256.83kg, Arm=260.08kg Foundation embedded flanges =141.59Kg		

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NPS CAMERA INFRASTRUCTURE THAT REQUIRE RELOCATION

NPS CCTV SITES AFFECTED BY ONGOING CONSRUCTION OF NAIROBI EXPRESS WAY			
S/NO	SITE ID	SITE NAME	CAMERAS
1	HD470400005	Mombasa Rd&N.Airport Rd- Cabanas	3
2	HD470400002	Mombasa Rd & Imara Daima Stage	3
3	HD470400003	Mombasa Rd & North Airport Rd	2
4	HD470400001	Mombasa Rd&Enterprise Jxn	3
5	HD471100028	Mombasa Rd&New Likoni 11	3
6	HD471200020	Mombasa Road & Likoni Road	3
7	HD471100030	Southern Bypass Exit To Mombasa Road	3
8	HD471100027	Mombasa Road & Eka Hotel	3
9	HD471100026	Mombasa & Popo Road	3
10	HD471200014	Mombasa Road And Kapiti Road Junction	3
11	HD470200043	Uhuru Highway And Utalii Street Junction	2
12	HD470200002	Uhuru Highway And Harry Thuku Junction	3
13	HD471000001	Waiyaki Way Opp. Kempinski	3
14	HD470500037	Waiyaki&Chiromo Lane Jxn	3
15	HD471000002	River Side Drive&Chiromo	3
16	HD470500034	Westland's Shopping Centre	3
17	HD470500035	Westland's Shopping Centre	3
18	HD470300001	Waiyaki Way & James Gichuru Jnx	3
19	ANPR01090011	Mombasa Road Syokimau Railway	2
20	ANPR01090012	Mombasa Road Syokimau Railway	2
21	ANPR01090003	Airport South Road From Jkia	1
22	ANPR01090009	Mombasa Road Adjacent General	2
23	ANPR01090008	Mombasa Road Opposite General	2
24	ANPR01020012	Mombasa Road Opposite Pirelli	2
25	ANPR01020011	Mombasa Road Opposite Vision Plaza	2
26	ANPR471100013	Mombasa Road Adjacent To Nextgen Mall	2
27	ANPR01020006	Mombasa Rd Near Nyayo Stadium Towards Nairobi Cbd	2
28	ANPR01020007	Mombasa Rd Near Nyayo Stadium Towards Mlolongo	2

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29	ANPR01010002	Uhuru Highway From Bunyala R/About	2
30	ANPR01010003	Uhuru Highway From Haile Selasie R/About	2
31	ANPR01010008	Uhuru Highway Near Parliament	2
32	ANPR01010007	Uhuru Highway Near The Entrance	2
33	ANPR01010016	Uhuru Highway Near Ministry Of Tourism	2
34	ANPR01010015	Uhuru Highway Near Central Park	2
35	ANPR01050002	Wayaki Way Opposite Westlands	1
36	ANPR01010018	Chiromo Road Near Villa Rosa	2
37	ANPR01050001	Wayaki Way NEAR Westlands R/about	2
38	ANPR01050002	Wayaki Way NEAR Westlands R/about	1
39	HD471100005	Langata Rd & mbagathi way jnx	3
40	ANPR01030005	langata road near wilson airport	1
41	ANPR01030006	langata road opposite wilson airport	1

NAIROBI EXPRESSWAY SUMMARY			
SUMMARY	HD	ANPR	TOTAL
SITES	19	22	41
CAMERAS	55	39	94

SITES ON BUILDINGS			
S/NO	SITE ID	SITE NAME	CAMERAS
1	BLD470210002	India House & munyu Rd	2
2	BLD470210001	Sirikwa Lodge house	1
3	BLD470200008	Sunrays House	3
4	BLD470200007	Adamali house Dome	1
5	BLD470200006	Electricity House	1
6	BLD470200004	Moi Avenue Summit House	2
7	BLD470200005	Kimathi House	2
8	BLD470200002	Rehani House	1
9	BLD470210005	Racecourse Road House	1
10	BLD470210003	Malindi House & River Rd	2

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11	BLD470200003	Travellers House & Kaunda Street	3
12	BLD470200001	Standard Chartered House	2
13	BLD470210004	Kiriti House & Nyamakima Stage	1
14	BLD470200010	Chandaria House	2
15	BLD470200009	New Kireita Building	3
	SITE BUILDINGS [HD CAMERAS]		
	SUMMARY	BLD	
	SITES	15	
	CAMERAS	27	

OLD SITES PHASE ONE				
S/NO	SITE ID	SITE NAME	CAMERAS	
1	HD470310002_M2	UTHIRU JUNCTION	3	
2	HD220200003_M1	REGEN TUNNEL	2	
3	HD220200005_M1	REGEN TUNNEL	2	
4	HD340100004_M2	MATASIA TOWNSHIP MAIN STAGE	3	
5	HD471210004_M2	LIKONI/JOGOO ROAD	3	
6	HD470210015_M2	JUNCTION AT DIGO ROAD/PUMWANI ROAD	3	
7	HD340100005_M1	KISERIAN MAIN BUS /MATATU TERMINUS	2	
8	HD470210016_M2	JUNCTION AT DIGO ROAD/PUMWANI ROAD	3	
9	ANPR 01070002_M2	KISERIAN-MATASI ROAD	2	
	OLD PHASE ONE [HD/ANPR CAMERAS]			
	SUMMARY	HD	ANPR	TOTAL
	SITES	8	01	09
	CAMERAS	21	02	23

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STATE HOUSE ROAD SITES			
S/NO	SITE ID	SITE NAME	CAMERAS
1	ANPR01010013	STATE HOUSE ROAD	2
2	ANPR01010014	NYERERE ROAD	2
3	ANPR01010001	HAILE SELASIE NEAR RAILWAYS CLUB	2
4	ANPR01010011	KENYATTA AVENUE NEAR SERENA HOTEL	2
5	ANPR01010012	KENYATTA AVENUE NEAR UHURU PARK	1
6	HD471010001	KENYATTA & NYERERE ROAD JUNCTION	3
7	HD471000015	NYERERE & MAMLAKA ROAD JUNCTION	3
8	HD471000014	NYERERE RD & CENTRAL PARK ENTRY	3
9	HD471020010	VALLEY RD & ARGWINGS KODHEK R/ABOUT	3
10	HD471010005	VALLEY RD & ARGWINGS KODHEK R/ABOUT	3
11	HD471020005	HAILE SELASIE AVE & PROCESSIONAL RD JNX	3
12	HD471020006-	HAILE SELASIE AVE & UPPER HILL RD JNX	3
13	HD471020007	KENYATTA AVE VALLEY RD JUNCTION	3
14	HD471000016	KENYATTA AVE NEAR SENERA HOTEL JNX	3
15	HD471020001	KENYATTA AVE NEAR UHURU PARK PARK	3
STATE HOUSE ROAD SITES [HD AND ANPR]			
SUMMARY	HD	ANPR	TOTAL
SITES	10	5	15
CAMERAS	30	9	39

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KANGEMI BRIDGE SITES [HD CAMERAS]				
S/NO	SITE ID	SITE NAME	CAMERAS	
1	HD470510006	KANGEMI FLY OVER & WAIYAKI WAY JNX	3	
2	HD470510008	KANGEMI FLY OVER & WAIYAKI WAY JNX	2	
KANGEMI BRIDGE SITES				
	SUMMARY	HD	ANPR	TOTAL
	SITES	2	0	2
	CAMERAS	5	0	5
NDENDERU CAMERA SITES [HD AND ANPR]				
S/NO	SITE ID	SITE NAME	CAMERAS	
1	ANPR01120003	NDENDERU GACHARAGE ROAD	2	
NDENDERU				
	SUMMARY	HD	ANPR	TOTAL
	SITES	0	1	1
	CAMERAS	0	2	2

SUMMARY "A" HD+ANPR SITES AND CAMERAS

CAMERA LOCATION	SITES	TOTAL CAMERAS		TOTAL CAMERAS
		HD	ANPR	
NAIROBI EXPRESS HIGHWAY	41	55	39	94
BUILDINGS SITES	15	27	0	27
OLD SITE PHASE ONE	09	21	02	23
STATE HOUSE ROAD SITES	15	30	09	39
KANGEMI SITES	2	05	0	05
NDENDERU SITES	1	0	01	02
TOTAL	83	138	51	190

SUMMARY "B" HD+ANPR SITES

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CAMERA LOCATION	TOTAL SITES		
	HD	ANPR	HD +ANPR
NAIROBI EXPRESS HIGHWAY	19	22	41
BUILDINGS SITES	15	0	15
OLD SITE PHASE ONE	8	01	09
STATE HOUSE ROAD SITES	10	05	15
KANGEMI SITES	02	0	02
NDENDERU SITES	0	01	01
TOTAL	54	29	83

SUMMARY "C" HD+ANPR CAMERAS

CAMERA LOCATION	TOTAL CAMERAS		
	HD	ANPR	HD +ANPR TOTAL
NAIROBI EXPRESS HIGHWAY	55	39	94
BUILDINGS SITES	27	0	27
OLD SITE PHASE ONE	21	02	23
STATE HOUSE ROAD SITES	30	09	39
KANGEMI SITES	05	0	05
NDENDERU SITES	0	02	02
TOTAL	138	52	190

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NPS NEW RELOCATION SITES FOR INSTALLATION OF RECOVERED CCTV CAMERAS		
S/NO	RE-LOCATION SITE AREA	SITE TYPE
1	Outering Road & North Airport Road Jnx	HD
2	Outering Road & North Airport Road Jnx	HD
3	Outering Road & Fedha Road Jnx	HD
4	Fedha Estate Road Near Quickmatt Supermarket	ANPR
5	Outering Road Near Fedha Estate Road Jnx Towards Thika Rd	ANPR
6	Outering Road Near Fedha Estate Road Jnx Towards North Airport Rd	ANPR
7	Outering Road And Donholm Rd Jnx From Pipeline Estate	HD
8	Manyanja Road & Outering Rd Jnx	HD
9	Outering Road & South Mumias Road Jnx	HD
10	Outering Road & Mutarakwa Lane Jnx	HD
11	Juja Road & Outering Road Jnx	HD
12	Outering Road Near Kenya Muslim Academy Towards Thika Road	ANPR
13	Outering Road Opposite Kenya Muslim Academy Towards North Airport Road	ANPR
14	Outering Road & Huruma Road Jnx	HD
15	Outering Road & Thika Road Exchange Opposite Gsu Hq`S	HD
16	Githurai 45 Mwihoko Rd Near Railway Station	HD
17	Githurai 45 Mwihoko Rd Near Railway Station	ANPR
18	Kahawa Sukari Mwihoko Road	ANPR
19	Langata Road & Mbagathi Way Jnx	HD
20	Langata Road Near Wilson Airport	ANPR
21	Langata Road Opposite wilson Airport	ANPR
22	Ngong Road & Mbagathi Way Round About	HD
23	Ngong Road & Valley Road Round About	HD
24	Ngong Road Opposite Nairobi Baptist Church Towards Southern Bypass	ANPR
25	Ngong Road Opposite Muchai Drive Towards Nairobi Cbd	ANPR
26	Ngong Road & Kilimani road Jnx	HD
27	Kungu Karumba Road Near Ngong Road Jnx Towards Kibera	ANPR
28	Ngong Road & Suna Elgo Markwet Road Jnx	HD
29	Ngong Road & Ole Dume Road Jnx	HD
30	Ngong Road Near Jamhuri Park Towards Southern Bypass	ANPR
31	Ngong Road & Jamhuri Park Road Entry To Nairobi International Show Ground	HD
32	Ngong Road & Naivasha Road Jnx	HD

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33	Ngong Road & Kingaara Road Jnx	HD
34	Naivasha Road Near Kinyanjui Road Jnx	ANPR
35	Ngong Road Opposite Kenya Science Towards Nairobi Cbd	ANPR
36	Ngong Road & Milimani Law Court	HD
37	Ngong Road & 1st Ngong Ave & Ragati Rd Jnx	HD
38	Moi Ave & Hailesalasie Ave Round About	HD
39	Hailesalasie Ave & Railways Round About	HD
40	Lusaka Road Near Cmc Towards Jogoo Road	ANPR
41	Enterprise Road Towards Mombasa Road From Likoni Exchange Jnx	ANPR
42	Enterprise Road Near Softa Company	ANPR
43	Lunga Lunga Road Near Rangwe Road Jnx	ANPR
44	Eastern Bypass Near Membley Estate	ANPR
45	Marurui Road Past Mountain Mall	ANPR
46	Eastern Bypass & Northern Bypass Jnx	HD
47	Northern Bypass Near Kenyatta University Hospital	HD
48	Northern Bypass & Kahawa West Roundabout	HD
49	Northern Bypass Near Marurui Shopping Center	HD
50	Northern Bypass & Kigwe Road Roundabout	HD
51	Kiambu Road & Northern Bypass Jnx	HD
52	Northern Bypass Near Two Rivers Mall Round About	HD
53	Garden Estate Road Near Mountain Mall	HD
54	Thika Road Entry To Kenya Breweries Limited	HD
55	KIPANDE RD & NGARA RD JNX	HD
56	KIPANDE RD & OJIJO RD JNX	HD
57	KIRINYAGA RD & KUMASI RD JNX	HD
58	LUTHULI AVE & MUNYU RD JNX	HD
59	MUNYU RD & SHEIKH KARUME RD JNX	HD
60	ACCRA RD & MUNYU RD JNX	HD
61	LATEMA RD & TAVETA RD JNX	HD
62	TOM MBOYA STREET & LAGOS RD JNX	HD
63	MUINDI BINGU ST & BIASHARA ST JNX	HD
64	KOINANGE ST & BIASHARA ST JNX	HD
65	MOI AVE & BIASHARA ST JNX	HD
66	JAMIA MOSQUE	HD
67	HAILE SELASIE AVE NEAR TIMES TOWER & TUMBO AVE	HD
68	HAILE SELASIE AVE & EXCHANGE & RAILWAY LANE JNX	HD
69	NGONG RD NEAR BULBUL TOWARDS NGONG TOWN	ANPR
70	NGONG TOWN NEAR MATASIA TOWARDS KISERIAN	ANPR
71	MAGADI RD NEAR KISERIAN TOWN	HD

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72	MAGADI RD NEAR MASAAI LODGE	HD
73	MAGADI RD TOWARDS MAGADI TOWN	ANPR
74	MWIKI SHOPPING CENTER	HD
75	MWIKI RD NEAR SUNTON	HD
76	MWIKI RD NEAR HUNTER	HD
77	JUJA RD & MATHARE RD JNX	HD
78	MATHARE RD TOWARD OUTERING	ANPR
79	UTAWALA GITHUNGURI RD	ANPR
80	LANGATA KAREN RD	ANPR
81	BULBUL GATAKA RD	ANPR
82	THIKA RD MATHARE NORTH RD JNX	HD
83	EASTERN BYPASS MIHANGO RD JNX	HD
84	EASTERN BYPASS MIHANGO RD JNX	ANPR
85	KAYOLE SOWETO AREA	HD
86	KAYOLE SPINE RD ENTRY KOMAROCK ESTATE	HD
87	KAYOLE SPINE RD NEAR TUSHAURIANE AREA	HD
88	KAYOLE SPINE RD NEAR TUSHAURIANE AREA	ANPR
89	DONHOLM RD & KAYOLE SPINE RD JNX	HD
90	DONHOLM RD NEAR GREEN SPAN MALL ENTRY	HD
91	KAYOLE SPINE RD NEAR NAIVAS SUPER MARKET	HD
	SUMMARY	TOTALS
	HD SITES	61
	ANPR SITES	30
	TOTALS	91

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SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

Schedule 1: Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 2: Appendix to Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 3: Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

Schedule 4: Appendix to Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 5: Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

Schedule 6: Power of Attorney Form

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 7: Declaration of Knowledge of Site

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 8A: Ownership of Equipment

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

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Schedule 8B: Lease of Equipment

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 9: Key Personnel

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 10: Format of Resume of Proposed Key Personnel

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 11: Similar Works Carried out by the bidder in the last 5 years

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 12: Schedule of On-going Projects

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 13: Schedule of Financial Standing

This form must be completed by the tenderer and submitted with tender documents.

Schedule 14: Declaration Form-Debarment

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 15: Declaration Form-Corrupt and Fraudulent Practices

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 16: Declaration Form-Fair Employment Laws and Practices

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

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Schedule 17: Declaration Form-Litigation

This form must be completed by the tenderer and submitted with tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Schedule 18: Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

Schedule 19: Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

Schedule 20: Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

Schedule 21: Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

Schedule 22: Letter of Notification of Award Form

This is just a format and is not supposed to be filled by the tenderers

Schedule 23: Form RB 1

This is just a format for aggrieved parties and is not supposed to be filled by the tenderers at this stage

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SCHEDULE 1: FORM OF BID

FORM OF BID

(NOTE: The Appendix forms part of the Bid. Bidders are required to fill all the blank spaces in this form of Bid and Appendix)

NAME OF CONTRACT:

SUPPLY, INSTALLATION, COMMISSIONING AND RELOCATION OF SECURITY INFRASTRUCTURE ALONG NAIROBI EXPRESSWAY AND ITS INTERLINKING SITES

TO: Director General,
Kenya National Highways Authority,
P. O. Box 49712-00100,
NAIROBI, KENYA

Sir,

Having examined the Conditions of Contract, Specifications, Bill of Quantities, and Drawings for the execution of the above-named works we, the undersigned, offer to construct and install such works and remedy any defects therein in conformity with the said Bill of Quantities, Conditions of Contract, Specifications and Drawings for the sum of:-

(Insert Amount in words)

.....
.....

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(Insert amount in figures)

.....
.....

We undertake, if our bid is accepted, to commence the works within Fourteen (14) days of receipt of the Engineer's order to commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Bid.

If our bid is accepted we will, when required, obtain the guarantee of a Bank or other sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding 5% of the above named sum for the due performance of the contract under the terms of a Bond to be approved by you.

We agree to abide by this bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

On the basis of our previous experience we are fully experienced and competent in the type of work included in this tender and we have adequate financial resources to carry out the works described within the period for completion. We are in a position to fulfil the contract for which we have tendered.

Dated this Day of 20

Signature.....in the capacity of
.....

Duly authorized to sign bids on behalf of (Name of Tenderer)
.....

.....(
Address of Tenderer).....

(Name of Witness).....

(Signature of Witness).....

KeNHA/2395/2021-Supply, Installation, Commissioning and Relocation of Security Infrastructure Along Nairobi Expressway And Its Interlinking Sites

(Address of Witness).....

(Occupation of Witness).....

KeNHA/2395/2021-Supply, Installation, Commissioning and Relocation of Security Infrastructure Along Nairobi Expressway And Its Interlinking Sites

SCHEDULE 2- APPENDIX TO FORM OF BID

APPENDIX TO FORM OF BID

(This appendix forms part of the bid)

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT/DESCRIPTION
Bid Security (Bank Guarantee Only)		Bid Security of Kshs. 200,000
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	5% of Tender Sum in the form of Unconditional Bank Guarantee
Program to be submitted	14.1	Not later than Fourteen (14) days after issuance of Order to Commence in the format Prescribed in the Tender Document
Cash flow estimate to be submitted	14.3	Not later than Fourteen (14) days after issuance of Order to Commence
Penalty for not implementing approved Safety Plan.	19.1	Upto Kshs. 50, 000.00 per day
Minimum amount of Contractor's All risk Insurance	23.2	Contract Price
Road Safety Implementation Plan	19.1	Not later than Fourteen (14) days after issuance of Order to Commence
Period for commencement, from Engineer's order to commence	41.1	14 days
Time for completion of works	43.1	Eight (8) months
Contract Period	43.1	Eighteen (18) Months
Defects Liability period for Works	49.1	Twelve (12) Months
Period of Contract Validity	60	From contract signing up to the date of settlement of the agreed final statement issued pursuant to clause 60.6.
Advance Payment	60.12	The Employer MAY pay up to a maximum of 10% of Contract Sum subject to availability of funds.

KeNHA/2395/2021-Supply, Installation, Commissioning and Relocation of Security Infrastructure Along Nairobi Expressway And Its Interlinking Sites

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT/DESCRIPTION
		<p>The Contractor address is:</p> <p>Name.....</p> <p>P.O Box.....</p> <p>City/Town.....</p> <p>Email:.....</p> <p>Telephone.....</p>

Signature of Tenderer.....Date.....

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SCHEDULE 4: CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<i>Part 1 – General:</i>																															
Business Name Location of business premises. Plot No..... Street/Road Postal Address Tel No. Fax E mail Nature of Business ,..... Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch																															
Part 2 (a) – Sole Proprietor																															
Your name in full Age Nationality Country of origin • Citizenship details •																															
Part 2 (b) Partnership																															
Given details of partners as follows: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>6.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>7.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>			Name	Nationality	Citizenship Details	Shares	4.	5.	6.	7.					
	Name	Nationality	Citizenship Details	Shares																											
4.																											
5.																											
6.																											
7.																											
Part 2 (c) – Registered Company																															
Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>			Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
	Name	Nationality	Citizenship Details	Shares																											
1.																											
2.																											
3.																											
4.																											
5.																											
Part 2(d)- Interest in the Firm:																															
Is there any person / persons in the Kenya National Highways Authority (KeNHA), who has interest in this firm? <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; text-align: center;"> Yes** </div> <div style="border: 1px solid black; padding: 5px; text-align: center;"> No** </div> </div>																															
.Date	Signature of Bidder																														

KeNHA/2395/2021-Supply, Installation, Commissioning and Relocation of Security Infrastructure Along Nairobi Expressway And Its Interlinking Sites

SCHEDULE 5: TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*]
(hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

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SCHEDULE 6: FORM OF WRITTEN POWER OF ATTORNEY

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to sign the document and receive on his behalf correspondence in connection with the Bid.

.....

(Name of Bidder's Representative in block letters)

.....

(Address of Bidder's Representative)

.....

(Signature of Bidder's Representative)

Alternate:

.....

(Name of Bidder's Representative in block letters)

.....

(Address of Bidder's Representative)

.....

(Signature of Bidder's Representative)

*To be filled by all Bidders.

*Both representative and alternate **must** attach copy of National Identification card or Passport.

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SCHEDULE 7: DECLARATION OF KNOWLEDGE OF SITE

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of bidder]

.....

.....

Has familiarised himself/herself with the Site conditions in accordance with the Instructions to bidders and the Tender Notice for purposes of bidding for this road project.

SUPPLY, INSTALLATION, COMMISSIONING AND RELOCATION OF SECURITY INFRASTRUCTURE ALONG NAIROBI EXPRESSWAY AND ITS INTERLINKING SITES

Having studied the tender Documents, and gained knowledge of local conditions on site likely to influence the works and cost thereof, I certify that I am satisfied with the description of the works and understand the scope of works as specified and as implied in this tender.

.....
.....

(Signed and Stamped by Authorised Bidders Agent/ Representative)
(Designation)

NOTE: This form is to be completed at the time of the organized site visit.

KeNHA/2395/2021-Supply, Installation, Commissioning and Relocation of Security Infrastructure Along Nairobi Expressway And Its Interlinking Sites

SCHEDULE 8A: MAJOR ITEMS OF CONSTRUCTION PLANT AND EQUIPMENT

Equipment	Capacity: Power, t or m³	Minimum No. Required for this Tender	Owned/Hired	No. to be made available for this Tender	Date of Arrival on Project Site

The Bidder shall enter in this schedule all major items of plant and equipment which he proposes to bring to site. Only reliable plant in good working order and suitable for the work required of it shall be shown on this Schedule.

Bidders must attach Proof of Ownership for the Minimum Required Equipment as shown in Section 7 of the Qualifications Criteria (Logbooks – Motorized equipment, Custom Entry for the Stationary Plant and Equipment, Importeeds and Payment Receipts) for the minimum required equipment whether hired or owned.

I certify that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

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SCHEDULE 8B: HIRE/LEASE FORM FOR CONSTRUCTION PLANT AND EQUIPMENT

Bidders who intend to Hire/Lease various Equipment from various Providers are required to provide in the format below the details of the equipment proposed for Hire/Lease and have the Leassor append his/her signature and consent in the format below:

Equipment to be Hired/Leased	Capacity: Power, t or m³	Minimum No. Required for this Tender	No. to be made available for this Tender	Date of Arrival on Project Site

Leasor: Owner of the Equipment being leased to duly fill, Sign and stamp below:

Name of the Leasor:	
Telephone Number:	
Email Address:	
Postal Address:	
Physical Address:	
Contact Person:	
Mobile Contact of the Contact Person:	
Official Stamp:	

We hereby certify that notwithstanding the list of plant and equipment detailed above, we will provide sufficient, suitable and adequate plant in good working order for the successful completion of works

.....

.....

(Signature of Contractor)

(Date)

KeNHA/2395/2021-Supply, Installation, Commissioning and Relocation of Security Infrastructure Along Nairobi Expressway And Its Interlinking Sites

SCHEDULE 9: KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Qualifications	General Experience (Yrs)	Specific Experience (Yrs)
Headquarters					
Partner/Director or other key staff (give designation)					
Site Office					
Site Agent					
Other Staff					

Note: The Bidder shall list in this schedule the key personnel he will employ from the Contractor’s headquarters and from the Contractor’s site office to direct and execute the work together with their qualifications, experience, position held and nationality in accordance with Clause 15.2 and 16.3 of the Conditions of Contract Part II (where required, use separate sheets to add extra data for column 4). **Bidders shall attach copies of academic Certificates and CVs of key staff as per Section 6 of the Qualifications Criteria. Curriculum Vitae of the proposed Key Staff must be duly signed by the proposed individual.**

I certify that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

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SCHEDULE 10: FORMAT OF RESUME OF PROPOSED KEY PERSONNEL

Tenderer name:

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (Manager /Personnel Officer)
	Fax	E-mail
	Job title	Years with present Employer
	Current Work load <i>Summarize the current work load. Indicate particular (if any) the projects the staff is involved</i>	
From	To	Company / Project / Position / Relevant technical and management experience <i>(Summarize professional experience, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project)</i>

SignDate

NOTE:

The CV's (or resumes) for the proposed key personnel are to be presented in the format indicated above

KeNHA/2395/2021-Supply, Installation, Commissioning and Relocation of Security Infrastructure Along Nairobi Expressway And Its Interlinking Sites

SCHEDULE 11: SCHEDULE OF SIMILAR WORKS CARRIED OUT BY THE BIDDER IN THE LAST FIVE (5) YEARS

NAME OF CONTRACT	NAME OF CLIENT	VALUE OF WORKS (KSHS) *	MONTH AND YEAR COMPLETED/

Note: Bidders shall attach copies of letters of award (for each listed project), copies of completion certificates.

I certify that the above works were successfully carried out by this Bidder.

.....

(Signature of Bidder)

.....

(Date)

*** Value in Kshs using Central Bank of Kenya mean exchange rate at a reference date 7 days before date of BID opening**

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SCHEDULE 12: SCHEDULE OF ONGOING PROJECTS

DESCRIPTION OF WORKS	NAME OF CLIENT	DATE OF COMMENCEMENT	CONTRACT PERIOD	DATE OF COMPLETION	VALUE OF WORKS (KSHS)	VALUE COMPLETED UP TO DATE %	PLANNED PHYSICAL COMPLETION (%) [As at 31 st December, 2020]	ACTUAL PHYSICALLY COMPLETED UP TO DATE % [As at 31 st December, 2020]

Note: 1. Bidders shall attach copies of letters of award (for each listed project) and any certified evidence for executed works e.g copy of recent payment certificate.

2. Bidders must indicate all their on-going works as at the time of bidding. Any non-disclosure shall constitute non-responsiveness)

I certify that the above works are being carried out by me and that the above information is correct.

.....

.....

(Signature of Bidder)

(Date)

SCHEDULE 13: FINANCIAL STANDING

1 Bidder are to Submit copies of Audited Financial Statements, balance sheet and Cash flow statements for the last two calendar years and estimated projection for

KeNHA/2395/2021-Supply, Installation, Commissioning and Relocation of Security Infrastructure Along Nairobi Expressway And Its Interlinking Sites

the next two years with certified English translation where appropriate. These must be signed by a Certified Public Accountant recognised by ICPAK and at least one Director of the bidding Company.

- 2 Give turnover figures for each of the last two (2) financial years. Quote in millions and decimal thereof.

	Year 2018/2019	Year 2019/2020
	Ksh. '000,000	Ksh. '000,000
Similar Works		
Other civil Engineering works		
Other (specify)		
Total		

SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST TWO (2) FINANCIAL YEARS.

	Year 2018/2019	Year 2019/2020
	Ksh. '000,000	Ksh. '000,000
1. Total Assets		
2. Current Assets		
3. Bank Credit Line Value		
4. Total Liabilities		
5. Current Liabilities		
6. Net Worth (1-4)		
7. Working capital (2+3-5)		

- (a) Name, address, telephone, telex, fax numbers of the Bidders Bankers who may provide reference if contacted by the Contracting Authority

.....
 ...

KeNHA/2395/2021-Supply, Installation, Commissioning and Relocation of Security Infrastructure Along Nairobi Expressway And Its Interlinking Sites

SCHEDULE 14: DECLARATION FORM - DEBARMENT

Date _____

To

The Director General,
Kenya National Highways Authority (KeNHA),
P.O. Box 49712-00100

NAIROBI

We (name and address) _____

_____ declare the following:

1. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Public Procurement and Asset Disposal Act, 2015.
2. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief

Name of Bidder's authorized Representative Signature Date

(To be signed by authorized representative and officially stamped)

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SCHEDULE 15: DECLARATION FORM – CORRUPT & FRAUDULENT PRACTICES

Date _____

To

The Director General,
Kenya National Highways Authority (KeNHA),
P.O. Box 49712-00100

NAIROBI

We (name and address)_____

_____ declare the following:

1. Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.
2. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief

Name of Bidder's authorized Representative Signature Date

(To be signed by authorized representative and officially stamped)

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SCHEDULE 16: DECLARATION FORM – FAIR EMPLOYMENT LAWS AND PRACTICES

Date _____

To

The Director General,
Kenya National Highways Authority (KeNHA),
P.O. Box 49712-00100

NAIROBI

We (name and address)_____

_____ declare the following:

1. Have not been involved in and will not be involved in violation of fair employment laws and practices.
2. THAT what is declared hereinabove is true to the best of my knowledge, information and belief

Name of Bidder's authorized Representative Signature Date

(To be signed by authorized representative and officially stamped)

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SCHEDULE 17: DECLARATION FORM - LITIGATION

Date _____

To

The Director General,
Kenya National Highways Authority (KeNHA),
P.O. Box 49712-00100

NAIROBI

We (name and address) _____

_____ declare the following:

That we have the following Information on litigation (i.e. Pending/Current/Historical) in which we are involved in:

OTHER PARTY (IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED (KSHS)	STATUS/REMARKS

I certify that the above information is correct.

.....

Date

.....

Signature of Bidder

KeNHA/2395/2021-Supply, Installation, Commissioning and Relocation of Security Infrastructure Along Nairobi Expressway And Its Interlinking Sites

SCHEDULE 18: CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [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 Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity 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 Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____)

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SCHEDULE 19: PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

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*]

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SCHEDULE 20: BANK GUARANTEE FOR ADVANCE PAYMENT

To
[name of Procuring entity]

[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 Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract 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 Procuring entity 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 Procuring entity 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

[name of bank or financial institution]

[address]

[date]

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SCHEDULE 21: MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

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SCHEDULE 22: LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify 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) _____

SIGNED FOR ACCOUNTING OFFICER

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SCHEDULE 23:

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the
Public Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-

1.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED

Board Secretary