

**REPUBLIC
OF KENYA**



**COUNTY ASSEMBLY OF
TAITA TAVETA**

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**TENDER
DOCUMENT
FOR**

**SUPPLY AND INSTALLATION OF IP CCTV SECURITY AND ACCESS CONTROL
SYSTEM.**

NEGOTIATION NO:
885033

CLOSING DATE:
28th JUNE 2021

**TAITA TAVETA COUNTY
ASSEMBLY**

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The Taita Taveta County Assembly invites eligible competent bidders for the following tender:-

NEGOTIATION NO.	TENDER ITEM DESCRIPTION
885033	SUPPLY AND INSTALLATION OF IP CCTV SECURITY AND ACCESS CONTROL SYSTEM

(Two (2) years Contract)

Downloaded free of charge from the County Assembly website www.taitatavetaassembly.go.ke

Completed tender documents must be submitted through the ifmis system

Opening of tender documents will take place immediately thereafter.

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INTRODUCTION

This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services.

The following general directions should be observed when using the document.

- a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
- b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.

Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,

The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.

SECTION I - INVITATION FOR TENDER

NEGOTIATION NO: 885033 / 2021-2022

TENDER NAME: Supply and installation of IP CCTV and security and control systems

- 1 The Taita Taveta County Assembly invites tenders from eligible candidates for Supply and installation of IP CCTV and security and control systems

- 2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **Procurement Office** during normal office working hours.
- 3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 4 Completed tender documents are to be submitted through the ifmis system **on or before Monday, 28th June, 2021 at 10:30am.**

SECTION II INSTRUCTIONS TO TENDERERS

Eligible tenderers

This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the**date** of commencement specified in the tender documents.

The TTCA'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.

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 TTCA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

Cost of tendering

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

Contents of tender documents

The tender document comprises of the documents listed below and addendum issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers ii)
General Conditions of
Contract iii) Special
Conditions of Contract iv)
Schedule of Requirements v)
Details of service vi) Form of tender
- vii) Price schedules viii)
Contract form ix) Confidential
business questionnaire
form x) Tender security form xi)
Performance security form xii) Principal's or
manufacturers authorization form xiii) Declaration form

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.

Clarification of Documents

A prospective candidate making inquiries of the tender document may notify the TTCA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The TTCA will respond in writing to any request for clarification of the tender documents, which it receives not later than three (4) days prior to the deadline for the submission of tenders, prescribed by the TTCA. 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 who have received the tender documents”

The TTCA shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

Amendment of documents

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

All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

Language of tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the TTCA, shall be written in English language. 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.

Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

1. A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
2. Documentary evidence established in accordance with Clause
a. 2.11 that the tenderer is eligible to tender and is

qualified to perform the contract if its tender is accepted;

3. Tender security furnished is in accordance with Clause 2.12

4. Confidential business questionnaire

Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

Tender Prices

The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

Contract price variations shall not be allowed for contracts not exceeding one year (12 months) Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

Price variation requests shall be processed by the TTCA within 30 days of receiving the request.

Tender Currencies

2.10.1 Prices shall be quoted in **Kenya Shillings** unless otherwise specified in the appendix to in Instructions to Tenderers

Tenderers Eligibility and Qualifications.

Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall established to the TTCA satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

Tender Security

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

The tender security shall be in the amount not exceeding 2 per cent of the tender price.

The tender security is required to protect the TTCA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.

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

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

Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the TTCA as non-responsive, pursuant to paragraph 2.20

Unsuccessful 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 TTCA.

The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the TTCA 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 30 **or**
 - (ii) to furnish performance security in accordance with paragraph
- (c) If the tenderer rejects, correction of an error in the tender.

Validity of Tenders

Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the TTCA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the TTCA as nonresponsive.

In exceptional circumstances, the TTCA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The tender security provided under paragraph 2.12 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.

Deadline for Submission of Tenders

Tenders must be received by the TTCA
no later than **28th June 2021**

The TTCA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the TTCA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

Modification and withdrawal of tenders

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 tender's is received by the TTCA prior to the deadline prescribed for the submission of tenders.

The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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 2.12.7.

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

The TTCA 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.

Opening of Tenders

2.18. The TTCA will open all tenders on **28th June 2021**

Clarification of tenders

To assist in the examination, evaluation and comparison of tenders the TTCA 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 shall be sought, offered, or permitted.

Any effort by the tenderer to influence the TTCA tender evaluation committee, or contract award decisions may result in the rejection of the tenderers tender.

Preliminary Examination and Responsiveness

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

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.

The TTCA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

Prior to the detailed evaluation, pursuant to paragraph 23, the TTCA 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 TTCA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

Conversion to a single currency

2.21.1 Where other currencies are used, the TTCA 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.

Evaluation and comparison of tenders.

The TTCA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

The TTCA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of

Contra
ct;

Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The TTCA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the TTCA'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 on a 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 TTCA may consider the alternative payment schedule offered by the selected tenderer.

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

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.

Contacting the TTCA

Subject to paragraph 2.19, no tenderer shall contact the TTCA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

Any effort by a tenderer to influence the TTCA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

a) Award Criteria

Subject to paragraph 2.29 the TTCA will award the contract to the successful tenderer 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.

The TTCA reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the TTCA's action. If the TTCA determines that none of the tenderers is responsive; the TTCA shall notify each tenderer who submitted a tender.

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.

Notification of award

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.

The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the TTCA pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the TTCA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

Signing of Contract

At the same time as the TTCA notifies the successful tenderer that its tender has been accepted, the TTCA will simultaneously inform the other tenderers that their tenders have not been successful.

Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the TTCA.

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.

Performance Security

Within thirty (30) days of the receipt of notification of award from the TTCA, 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 TTCA.

Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the TTCA may make the award to the next lowest evaluated or call for new tenders.

Award of Contract

b) Post qualification

In the absence of pre-qualification, the TTCA 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.

The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the TTCA deems necessary and appropriate.

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 TTCA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.24.4. TTCA shall enter in to negotiation with the successful bidder on the prices of the spares (catalogue) provided subject to market price comparison.

Corrupt or Fraudulent Practices

The TTCA 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 not and will not be involved in corrupt or fraudulent practices.

The TTCA 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;

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

APPENDIX TO INSTRUCTIONS TO THE

TENDERERS Notes on the appendix to

instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the TTCA in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The TTCA should specify in the appendix information and requirements specific to the circumstances of the TTCA, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix. **Appendix to instructions to tenderers**

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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	Particulars of appendix to instructions to tenderers
2.1	All tenderers eligible as per instructions to tenderers. The Successful tenderer shall provide the services for the period as shall be specified in the contract
2.10	Prices shall be quoted in Kenya Shillings.

2.11	<p>For the purposes of establishing its eligibility, the tenderer shall furnish:</p> <ul style="list-style-type: none"> i) Certificate of incorporation, ii) Certificate of tax compliance, iii) PIN and VAT Registration Certificate, iv) Company Profile on the provided business questionnaire; v) Valid Single Business Permit 2021
2.12	Tenderer SHALL sign Tender Securing Declaration form
2.24	Particulars of post – qualification are applicable
2.30	<p>Particulars of performance security are applicable</p> <p>Tenderer SHALL sign and furnish TTCA with Performance Security</p>
Other's as necessary	<p>Right to award Contract:</p> <p>-</p> <p>The Taita Taveta County Assembly reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.</p>

SECTION III GENERAL CONDITIONS OF CONTRACT Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the TTCA 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the TTCA under the Contract.
- d) “The TTCA” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

Standards

The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

Patent Right's

The tenderer shall indemnify the TTCA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

Performance Security

Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the TTCA the performance security where applicable in the amount specified in Special Conditions of Contract.

The proceeds of the performance security shall be payable to the TTCA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the TTCA 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.

The performance security will be discharged by the TTCA and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

Inspections and Tests

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

The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the TTCA.

Should any inspected or tested services fail to conform to the Specifications, the TTCA may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the TTCA.

Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

Payment

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

Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the TTCA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

Assignment

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

3.10 Termination for Default

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

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

Termination of insolvency

The TTCA may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the TTCA.

Termination for convenience

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

For the remaining part of the contract after termination the TTCA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

Resolution of disputes

The TTCA's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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. **Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

Force Majeure

The contractor 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.

Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT Notes on

Special Conditions of Contract

The clauses in this section are intended to assist the TTCA in providing contract specific information in relation to corresponding clauses in the general conditions of contract. 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 TTCA and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6 Performance Security	Specify performance security if applicable – not applicable
3.8 Payment	Payment shall be made promptly by the TTCA, but in no case later than after submission of an invoice or claim.
3.9 Prices	Shall not be done on mathematical errors. Price variation for contracts not exceeding 12 months shall not be permitted.
3.14 Resolution of disputes	Specify resolution of disputes
3.17 Applicable Laws	Laws of Kenya
3.18 Notices	Address: THE CLERK TAITA TAVETA COUNTY ASSEMBLY -WUNDANYI
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

SPECIFICATIONS FOR SERVICE MAINTENANCE OF CCTVS SYSTEM

SCOPE OF WORK

The Service Provider shall periodically service and maintain security CCTV, computers, and digital video recorders as per the required set standards i.e. the Local Standards and the Manufacturer's instructions as follows:

Maintenance of Camera & Housing:

1. Camera / lens focus and auto iris adjusted properly.
2. Camera field of view is adjusted to customer's requirements.
3. Camera / housing viewing window is clean, inside and out.
4. Camera lens is dust free.
5. Interior of camera enclosure is clean and dry.
6. Check operation of pan tilt, and zoom focus.
7. Use controller in control room to check all these operations.

Maintenance of Wire & Cable:

1. Check wiring and cable harnesses for wear and fray.
2. Check to make sure cable is dressed properly.
3. Check connectors and cable entry points for loose wiring.
4. Coaxial cable is transmitting an adequate video signal to control room. Signal should be free of distortion, tearing, hum-bars, EMI, and rolling, etc.
5. Make sure all coaxial connectors are insulated from conduit and pull boxes.

Maintenance of Control Equipment:

1. Monitors are free from picture burn-in, and distortion.
2. Monitors have proper contrast and brightness.
3. NVRs are functioning properly and provided distortion free recording.
4. NVRs should be sent out or scheduled for professional cleaning, systems updates and belt changes. This should occur on a regular basis (at least every 12 months).
5. Check that all control equipment is operational. This means that switchers allow proper sequencing, Video servers are properly encoding and decoding, and web smart PoE switches are fully operational.
6. Clean all monitor screens, control panels, and keyboards with a diluted cleaning solution.
7. Check all connectors on the back panels for loose connections.
8. Check all power connections to ensure AC plugs are not loose or power cables frayed.

SECTION VI EQUIPMENT SPECIFICATION

Note: In this section, fill in any blank with your recommended specifications and incase of availability of better equipment than the one proposed in this section. Write fill with your proposed equipment including the appropriate quantity and the same should be reflected in your total cost of the project.

SCHEDULE OF IP CAMERAS TO BE INSTALLED			
LOCATION	TYPE	QTY	PRICE
Parking	Fixed Bullet -Outdoor ip 66		
	360 degrees PTZ with zoom Omni-Directional-Outdoor ip 66		
Front MAIN GATE / Perimeter / cafeteria / garden	Fixed Bullet - powerful Outdoor 100m ip 66		
	360 degrees PTZ with zoom Omni-Directional-Outdoor		
Main personnel entry /floor above	Fixed Bullet -Outdoor		
Common area doors	Fixed Dome -Indoor		
	180° Panoramic -Indoor		
INSIDE CHAMBERS	360 degrees PTZ with zoom Omni-Directional-Outdoor		
	180° Panoramic -Indoor with zoom		

Emergency Exit \Staircase	Fixed Dome -Indoor		
1st floor	180° Panoramic -Indoor		
	Fixed Bullet -Indoor		
2nd floor	180° Panoramic -Indoor		
	Fixed Bullet -Indoor		
3rd floor	180° Panoramic -Indoor		
	Fixed Bullet -Indoor		
Ground floor	180° Panoramic -Indoor		
	Fixed Bullet -Indoor		
Reception area for main offices	Fixed DOME -Indoor		
Store	180° Panoramic -Indoor		
Control room	Fixed Dome -Indoor		
	T o		
ITEM	RECOMMENDED MAKE & MODEL	QUANTITY	
UPS	Smart True On-Line double conversion 2 KVA UPS, 1Phase in, 1Phase Out, Extra charging	1	
Network Video Recorder			
On-site server/ Cloud hosting of the footage	(Outline proposed server model to be used in offline server, in case of preference to cloud hosting instead of, or alongside the on-site server, attach a document specifying the terms of the hosting such as duration of the storage of the footage, hosting charges and other pertinent details.)		

METHODOLOGY OF MAINTENANCE

ITEM	DESCRIPTION		
Fault(s) reporting and escalation	TTCA preferred mode of receiving and speed of addressing reported faults in the CCTV system is as per the table below. These reported incidents will cover Corrective maintenance.		
	Level	Situation	Response Time
	1	Minor faults	4hrs
	2	Medium faults (faults that may require replacement of parts)	8hrs
	3	Major faults and replacements/provision of stand-by equipment	48hrs

Schedule of Maintenance Routines	The Contractor shall be responsible for all of the maintenance necessary to ensure that the complete CCTV system as specified in this Maintenance Agreement achieves a constant high-quality operation. The Contractor is required to state clearly how they will carry out ALL maintenance activities to be conducted in accordance with the equipment manufacturer's guidelines, recommendations, and good working practices. (kindly use table format below);			
	S/No.	Item	Service activity	Frequency
	1	Camera & Housing maintenance	<i>As per the scope of work</i>	in accordance with the equipment manufacturer's guidelines
	2	Wire & Cable maintenance	<i>As per the scope of work</i>	in accordance with the equipment manufacturer's guidelines
	3	Control Equipment maintenance	<i>As per the scope of work</i>	in accordance with the equipment manufacturer's guidelines
Spares	The bidder should list the likely spares for the contract. The bidder should indicate the unit cost of such spares in their financial bid. The costs for the spares should be expressly indicated so and separated from the cost of the support and maintenance contract			

SECTION VI – EVALUATION CRITERIA

STAGE I: PRELIMINARY (MANDATORY REQUIREMENTS - MR)

S/NO	MANDATORY DOCUMENTS
MR. 1	Must submit a copy of Certificate of Registration / Incorporation
MR. 2	Must submit a copy of Valid tax compliance Certificate
MR. 3	Must submit a copy of PIN Certificate
MR. 4	Must submit a copy of Company Profile on the provided business questionnaire
MR. 5	Pre-tender Conference and Site Survey certificate (signed attendance sheet) duly signed and stamped by both TTCA ICT department representative and the bidder's representative (This is useful for the bidder to understand the full scope of works)
MR. 6	Must provide list of likely spare parts and their prices (Catalogue)

NOTE: Bids that do not meet the above mandatory requirements will be declared NON-RESPONSIVE And SHALL NOT be evaluated further.

Key: ✓ Responsive (R), X Non Responsive (NR)

STAGE II: TECHNICAL EVALUATION CRITERIA

FEATURE	MINIMUM REQUIREMENTS	SCORE
		(100 Marks)
Warranty policy	Highlight Warranty in terms of Duration, Coverage, disclaimer and limitations for spare parts supplied and services rendered.	10
Supervisory Personnel	Provide proof of one lead Project Manager (contact person) who will be in charge and shall be responsible for the whole schedule. Provide a CV and copies of Certificates of lead engineer with at least 3 years post qualification experience - with a Diploma/Higher Diploma/BSc. Degree in relevant	12

	technical field - 9 marks. - Each Year of Experience@ 4 marks. Total: 12marks				
Qualified Key Personnel's	a) Provide CVs & copies of Certificates of at least 2 technical staff (2 mark each, Total 4 marks) with at least 3 years' experience in similar assignment (Each Year of Experience @ 2 mark. Total 12 marks).	16			
	b) Provide Proof of three (3) Technicians Personnel's Certificates.@ 3marks	9			
Reference sites	The bidder MUST demonstrate relevant experience in installation and maintenance of CCTV Surveillance Systems. Provide proof of similar works done in the last 3years (Attach documentary evidence from at least 3 clients, signed by the clients) 4marks per ref site	12			
Fault(s) reporting and escalation	Please state your mode of receiving and speed of addressing reported faults in the TSC CCTV system; using the format below. These reported incidents will cover Corrective maintenance.		16		
	Level	Situation	Response	Average	
			Time	Fix	
			(hrs)	Time	
	1	Minor faults			
	2	Medium faults (faults that may require replacement of parts)			
	3	Major faults and replacement s/provision of stand-by equipment			
Schedule of Maintenance Routines	The Contractor shall be responsible for all of the maintenance necessary to ensure that the complete CCTV system as specified in this Maintenance Agreement achieves a constant high-quality operation. The Contractor is required to state clearly how they will carry out ALL maintenance activities to be conducted in accordance with the equipment manufacturer's guidelines, recommendations, and good working practices. (Kindly use table format below); e.g. scheduled service period: The last week of March, Service Activity: Regular maintenance, Service Period for: Quarter 1 Jan – March			15	
	S/ No	Scheduled service Period	Service activity	Service Period for	
	1				
	2				
	3				
	4				
	Spares	Provide list of likely spare parts			10

┐ **NOTE: The pass mark to proceed to the financial evaluation stage shall be 65 %(>= 65%). Evaluation shall be done based on the evaluation criteria provided.**

STAGE III: FINANCIAL EVALUATION

This will entail making comparison of the bid prices submitted by the respective bidders in the *Price Schedule / Summary of Implementation of Costs*, who will have submitted all the mandatory requirements in (a) above and met the pass mark of **70%** under the technical evaluation criteria outlined in (b). The financial evaluation is out of **30%**.

The best-evaluated bidder will be the bidder with the highest combined technical and financial score

Tenderers, which have been determined to be substantially responsive to technical requirements, will be evaluated and compared. The formula for determining the financial score (*SF*) shall be as follows:

$SF = 100 \times FI/F$ Where: *SF* is financial score: *FI* is lowest priced financial proposal

F is price of the proposal under consideration

Tenders will be ranked according to their combined technical (*ST*) and financial (*SF*) scores using the weights (*T* = 0.70, given to the Technical Proposal, *P* = 0.30, given to the financial proposal and; *T* + *P* = 1.00

The combined technical and financial score (*S*) is calculated as follows: **$S = (ST \times T \%) + (SF \times P \%)$**

The firm archiving the highest combined (technical and financial) score will be recommended for the award of the tender.

PRE-TENDER CONFERENCE ATTENDANCE & SITE VISIT FORM

Bidder/Company Name

.....

Tender No.:

Tender Name: Restoration, Maintenance and Servicing Of Assembly CCTV System - 2 YEAR Contract

This is to certify that the named bidder/company attended the Pre-tender Conference and site visit as required in the Tender document on -----

Assembly Rep. Name:.....Signature:.....Date:.....

Official Stamp

Bidder's Rep Name: Signature:.....Date:.....

Official Stamp

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the TTCA pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the TTCA in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the TTCA and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

**FORM OF
TENDER** Date__

Tender No._____

To.....

.....

[Name and address of TTCA]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos... *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by (TTCA).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this__day of_____20

[signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of_____

PRICE SCHEDULE OF SERVICES

CODE NO	ITEM	VISIT SCHEDULE	SERVICE FEE CHARGE PER VISIT (KSHS.)	REMARKS
1	Comprehensive Repair, Maintenance and Servicing of Assembly CCTV System	i) On call visit in case of breakdown		
2		ii) Regular visits (Three times a year - after every four months)		

NOTE: 1. Payment of service fee charge will be done after every four months for both regular and call visits in a given year.

2. TTCA shall enter in to negotiation with the successful bidder on the prices of the spares (catalogue) provided subject to prevailing market price comparison.
(See clause 2.24.4)

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONTRACT FORM

THIS AGREEMENT made the _____ day of _20 between [name of procurement entity] of [country of Procurement entity](hereinafter called “the TTCA”) of the one part and[name of tenderer] of [city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the TTCA invited tenders for certain materials and spares. Viz [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures] 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 TTCA's Notification of Award.

3. In consideration of the payments to be made by the TTCA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the TTCA to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The TTCA hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 TTCA) Signed, sealed, delivered

by the (for the tenderer) in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name
 Location of Business Premises
 Plot No,..... Street/Road Postal
 address Tel No. Fax Email.....
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers
 Branch

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
 Nationality.....Country of Origin.....
 Citizenship details

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company Private or

Public

State the nominal and issued capital of company Nominal
 Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

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

TENDER SECURITY FORM

Whereas [name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated[date of submission of tender] for the provision of

[name and/or description of the services] (hereinafter

called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of having registered office at

[name of TTCA](hereinafter called “the Bank”)are bound unto.....

[name of TTCA](hereinafter called “the TTCA”) in the sum of for which payment well and truly to be made to the said TTCA, 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 TTCA 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 TTCA up to the above amount upon receipt of its first written demand, without the TTCA having to substantiate its demand, provided that in its demand the TTCA 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 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]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the TTCA] 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 services](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 figures], 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 your 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__

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[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 TTCA a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of

[amount of guarantee in figures and words].

We,the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the TTCA 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 thereunder or of any of the Contract documents which may be made between the TTCA 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 and 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]

LETTER OF NOTIFICATION OF AWARD

Address of TTCA.....

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

**FORM RB 1 REPUBLIC OF
KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (TTCA)

Request for review of the decision of the..... (*Name of the TTCA*) of dated
the...day of20.....in the matter of Tender No.....of
20...

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.

2. etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

2. 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