



KENYA BIOVAX INSTITUTE

BIOVAX/IFT/009/2022-2023: PROVISION OF OUT SOURCED SECURITY
SERVICES & ALARM SYSTEM AND BACKUP

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INTRODUCTION

- 1.1 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.
- 1.2 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.
- 1.3 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,
- 1.4 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.
- 1.5 The cover of the tender document should be modified to include;
 - i. Tender number.
 - ii. Tender name.
 - iii. Name of procuring entity.
 - iv. Delete name and address of PPOA.

SECTION I – INVITATION TO TENDER

Date 13th march 2023

Tender REF No. BIOVAX/IFT/009/2022-2023

Tender name PROVISION OF OUTSOURCED SECURITY SERVICES, ACCESS CONTROL AND ALARM SYSTEM

- 1.1 The Kenya Biovax Institute Limited invites sealed tenders from eligible candidates for the provision of outsourced security services, access control and alarm system.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents and download the document from the website www.biovax.go.ke free of charge and submit their particulars to procurement@biovax.go.ke for ease of any clarification or addendum during normal working hours.
- 1.3 A complete tender document may be obtained by interested bidders from Kenya Biovax Institute Limited website
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at Kenya Biovax Institute Limited Embakasi Kemsu Annex and be addressed to the Director General/CEO P.O BOX 40779-00100 NAIROBI to be received on or before 27TH March 2023 at 10.00am Late bid shall be returned unopened.
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Kenya Biovax Institute Limited Embakasi Kemsu annex

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. 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 (hereinafter referred to as the term) 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 services 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 Cost of tendering

- 2.2.1 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.
- 2.2.2 The price to be charged for the tender document shall be nil for downloaded document
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda 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

2.3.2. 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.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender

document may notify the Procuring entity in writing or by post, fax or email 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 no 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 who have received the tender documents”

2.4.2. 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

2.5 Amendment of documents

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

2.5.2. 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.

2.5.3. 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.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, 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.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 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.

2.9 Tender Prices

2.9.1 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.

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

2.9.3 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.

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

2.11.1 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

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

2.12.2 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 2.12.7

2.12.3 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

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

2.12.5 Unsuccessful tenderer's 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.

2.12.6 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.

2.12.7 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 30 **or**

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

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

2.13.2 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 2.12 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.

2.14 Format and Signing of Tender

2.14.1 The tenderer 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.

2.14.2 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.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 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.

The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (21st March 2023 at 10.00 am),”

2.15.3 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”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (*day, date and time of closing*)

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

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

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

2.17.2 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 no later than the deadline for submission of tenders.

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

2.17.4 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 2.12.7.

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

2.17.6 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at Biovax premises at Embakasi (*21st march 2023 at 10.00am*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 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 shall be sought, offered, or permitted.

2.19.2 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.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity 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.

2.20.2 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.

2.20.3 The Procuring entity 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

2.20.5 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 nonconformity.

2.21 Conversion to a single currency

2.21.1 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.

2.22 Evaluation and comparison of tenders.

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

2.22.2 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.

2.22.3 The Procuring entity'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 2.22.4 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 Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

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

The Procuring entity 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 procuring 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 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 Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.6 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.

2.23. Contacting the procuring entity

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

2.23.2 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 tenderers tender. **2.24 Award of Contract**

a) Post qualification

2.24.1 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.

2.24.2 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 tenderers qualifications submitted by the tenderer, pursuant to

paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 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**

2.24.3 Subject to paragraph 2.29 the Procuring entity 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.

2.24.4 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 tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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.

2.25 Notification of award

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity

pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

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

2.26 Signing of Contract

2.26.1 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.

2.26.2 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.

2.26.3 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.

2.27 Performance Security

2.27.1 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.

2.27.2 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 Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 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 not and will not be involved in corrupt or fraudulent practices.

2.28.2 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;

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

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 procuring entity 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 procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, 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
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2.1	Particulars of eligible tenders
2.10	Particulars of other currencies allowed.
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Particulars of tender security if applicable.
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable
Other's as necessary	Complete as necessary

SECTION III GENERAL CONDITIONS OF CONTRACT

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PROVISION OF SECURITY/ALARM SYSTEM

- 3.10 Assignment
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- 3.17 Applicable law
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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” 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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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 services under the contract or any part thereof.

3.6 Performance Security

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.

3.6.2 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.

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

3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.7.2 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 Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

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

3.8 Payment

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

3.9 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 procuring entity'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.

3.10 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.

3.10 Termination for Default

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 provide any or all of the services 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.
- 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity 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 procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity 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 procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity'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.

3.15 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.

3.16 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.

3.17 Applicable Law.

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

3.18 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 procuring entity 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 procuring entity 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

- 4.1 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.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes

3.17	Specify applicable law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

PRICE SCHEDULE

No	Description	Quantity	UNIT COST	TOTAL COST	Delivery Time Start _____ End _____
1	Day and Night guards				
2	Dog				

4	Alarm system				
3	Access Control				

SECTION VI DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

SECTION VI – DESCRIPTION OF SERVICES

REQUIREMENTS AND SPECIFICATIONS FOR PROVISION OF PRIVATE SECURITY SERVICES AT KENYA BIOVAX INSTITUTE – EMBAKASI

NB:

Security firm or the firm – refers to the successful bidder awarded the contract

KBI or Biovax – refers to Kenya Biovax Institute Limited

A) Documentary Requirements

The firm should be in possession of the following certificates:

- i. Certificate of Incorporation/Registration
- ii. Valid tax compliance certificate
- iii. Valid frequency license (VHF, UHF, Alarm) from CAK for current area of operation
- iv. Certificates of the firm’s professional membership either KSIA/PIA
- v. Certificate of good conduct (at least five (5) valid copies)

B) Legal requirements

- i. Compliance of the firm and employees with the requirements of the Private Security Regulation Act, 2016

C) Professional requirements

Security firm: Specific experience of the security firm in relation to the assignment

- i. Three years’ experience in the industry. Prove by providing names, contact persons and address of three corporate clients.
- ii. Membership of professional bodies (KSIA/PIA)
- iii. Current work force of not less than 100 guards. Prove by attaching nominal roll.

Personnel; qualifications and experience of at least four key operations staff should entail:

Operation manager

- i) With at least “o” level education
- ii) Five years of experience
- iii) Certificate of good conduct
- iv) Proof of training in Radio communication and dog handling

Site Manager

- i) At least “0” level education
- ii) At least five years’ experience
- iii) Certificate of good conduct
- iv) Trained in radio communication

Two supervisors

- i) At least “0” level education
- ii) At least five years’ experience

- iii) Certificate of good conduct
- iv) Trained in Radio communications

Security guards

The guards must be:

- i. Able to read and write; with a minimum O level education
- ii. Medically fit, with a medical certificate from a reputable institution.
- iii. Provided with uniforms, whistles and lanyards, torches and batteries, and masks and identification badges.
- iv. Be computer literate and able to operate automated security processes.
- v. Be disciplined and of high moral standing.
- vi. Have the right knowledge, skills set, and attitude
- vii. Have certificate of good conduct
- viii. Trained on customer care
- ix. Trained on anti-terrorism

D) Technical Specifications / Description of Services

The security services to be provided to KBI by prospective security company will include but not limited to the following:

Physical security functions

- 1. Perimeter fences
- 2. Gates and their management
- 3. Access control systems (scanners, barriers, biometric systems)
- 4. Surveillance systems (CCTV)
- 5. Manpower management
- 6. Control room and its management
- 7. Protective lighting
- 8. Fire alarm systems
- 9. Intrusion detection Alarm systems

Security Guard Services

- 1. Provision of Security services by deploying adequately trained and well-disciplined security personnel to safeguard the BioVax sites, buildings, moveable and immovable assets, equipment and other items from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons visiting or working in its complex/premises.
- 2. Ability to deploy security personnel round the clock in day and night shifts to safeguard the premises, prevent unauthorized access, use, espionage and sabotage.
- 3. The security personnel shall ensure that water taps/ lights/ air conditioners are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
- 4. Search of vehicles and employees entering and leaving KBI and verify gate passes issued to visitors as per instructions given from time to time by Kenya Biovax.
- 5. Conducting of regular patrols of the premises (buildings, parking, lawn, fence) by deployed security personnel. Patrols will involve checking all designated gates, doors and windows and if found unlocked or open, notify the shift supervisor and close and lock the gates, doors and windows.
- 6. Ensure that before movement of any property out of KBI relevant authorizations are sought and gate passes verified by authorities.

7. Deterring the commission of assault, battery, robberies, rapes, theft, vandalism and other violent crimes within Biovax through the use of well-trained guards. Detain and hand over persons found committing offences to Biovax authorities or police as dictated by the management and nature of the crime.

8. Maintain a daily occurrence book for records of all incidences in KBI. The security personnel shall keep Kenya Biovax informed of all the matters of security nature and co-operate in the investigation of any security-related incident as need would determine.

Access control

9. The security personnel shall regulate the inward and outward movement of people, materials, automobiles and equipment while ensuring proper screening using metal detectors, search mirrors or any other acceptable search devices.
10. Control of parking of all auto-mobiles within the premises.

Reception

11. Receiving and directing all visitors of Kenya Biovax with courtesy

Observance of Safety requirements

12. Prevent and report the occurrence of fires, explosions and other catastrophes by close observation of buildings, machinery, vehicles, electrical equipment, infrastructure and personnel to identify unsafe conditions procedures or activities.
13. Pay attention to water, steam, gas, fire suppressing systems and electrical installations to detect any leakage or breakdown of them for the interest of safety and security.

Communication

14. Facilitation of communication via a VHF radio network with a central command.
15. The firm must have their own guard monitoring system either semi au fully automated.

Emergency response

16. The firm must able to send quick response and back up personnel to KBI in short notice as and when an emergency occurs

Operational capacity: Machineries, Tools, Equipment

- i. The firm should have at least three (3) motor vehicles and motor cycles. A proof of ownership should be attached.
- ii. The firm should have an operational VHF/Radio. A proof of frequency allocation/ dedicated phone to be attached.
- iii. Should have a backup system. State position
- iv. Availability of trained dog(s). Veterinary certificate should be attached.
- v. Have standard operating procedures for guards. Copy of general assignment instruction manuals to be attached.
- vi. All guards must be fully equipped with uniforms and other items.
- vii. Should have Insurance cover and Professional indemnity for employees and firm.
- viii. Compliance with minimum wage requirements/ guidelines. Payment schedule for wages for the last six months to be attached.
- ix. Financial strength attach audited accounts for one year

Obligations of the security firm

- i. Maintain updated records of the physical contact and residences of all guards deployed at KBI.
- ii. Ensure all guards deployed at KBI meet all the requirements as spelt out in this document.
- iii. Avail resources and support for meeting the security objectives of KBI and effective performance of the duties of the guards.
- iv. Liaise and cooperate with KBI security team and provide any records of security nature as will be required by the KBI management.
- v. Bear the liability of any loss suffered by KBI Limited as a result of negligence by the security firm.
- vi. Avail supervisors, site manager/ officer in charge at the security firms cost.
- vii. Seek for further clarification regarding any detail or specification requirement relating to the tender from KBI if need be.

Specifications for Access Control system and Alarm system

Scope

This specification covers the technical requirement for engineering, supply, installation, testing, commissioning and warranty of RFID Smart card based Access control system (ACS) with biometric integration and associated auxiliary systems such as Visitor Management System (VMS) in main entrance of Kenya Biovax Institute Limited.

General characteristics

- a) The Access Control System (ACS) should permit entry of authorized personnel inside the plant premises, detect and deny the access / entry of unauthorized personnel.
- b) It should provide audio-visual alarm annunciation in the Local Control Room (LCR) console and at other locations for any unauthorized access attempt. These events should be logged on the server and Kenya Biovax PCs located at the control.
- c) The system shall be based on Smart RFID card based system with read and write capability. The system shall permit random access of authorised employees/contractors through any of the available gates and shall not restrict personnel to any selected gates.
- d) Card and Reader shall be designed in such a way that communication between Reader and card shall be established only if
 - Reader shall ensure that card is genuine
 - Card shall ensure that Reader is genuine
 - For ensuring the above, suitable communication algorithm/mutual authentication shall be employed.
- e) The readers shall be located at gate. However, control circuit associated with operating and closing of the gate, storing the transaction details etc, shall be preferably located in a controller away from the reader considering the security reasons.
- f) Provision shall be available to mechanically/electrically de-latch all the gates in case of emergency.
- g) Should have strong anti-spoofing protection.

ACS Components

ACS shall consist of the following:

- a) Electrically operated barriers such as Dual lane bidirectional Turnstile gates and Door open switches, coded cards given to authorize personnel, card readers to read the authorization code coupled with biometric reader and release the barrier.

- b) RF proximity smart cards. The system shall be based on Smart card RFID based Technology integrated with Hand Geometry readers and dual lane bidirectional turnstile gates for entry and exit control. The readers at each location shall be connected to controller and the controller in turn shall be integrated with centralized server/administrative/maintenance PC terminal for recording of the database.
- c) RF proximity smart cards with 4 KB memory issued to all the authorized personnel for seeking entry inside the plant premises. Polycarbonate card dispenser for holding the cards shall be supplied. Compatible RF proximity smart card readers without keypad shall be installed at the entry and exit gates
- d) Biometric readers coupled with above card readers shall be hand geometry reader HK-II.
- e) Stainless steel full-height, dual lane (double walkways) Turnstile gates which rotate on valid signal received from controller / card reader coupled with biometric reader.
- f) Central computer (servers) of ACS housed inside the LCR console for monitoring and control of ACS.

Key features of the expected access control system:

Software:

Should have capabilities to adjust all parameters of the system, control hardware, display events related to movement of users, alarms, and operation of hardware devices. The software should be able to store all events in the database and generate reports based on requirements defined by an operator. The following are expected minimum components of the software:

Electromechanical hardware:

Should comprise at least:

- a) Electric locks
- b) Parking access barriers

Electronic hardware:

It should comprise of following features at minimum:

- a) Controllers: should be able to receive settings from software and control the electromechanical hardware of the system.
- b) Contactless readers: to read unique numbers of identification cards/tags and forward the numbers to controllers.
- c) Fingerprint readers: be able to scan fingerprint images, compare them with the templates stored in the internal reader database (or on a smart card) and send the verification results to controllers.

System user interphases:

It should have interphases for the following:

- a) Operators: for administrating the system, creating new users, issuing cards and performing other regular daily tasks.
- b) Installers: responsible for installing, programming, maintaining and troubleshooting the system.
- c) Users: regular staff of the company, with permanent or long-term ID cards (or PINs), who use the system to gain access to certain building areas as configured by operators.
- d) Visitors: people that are not employed by KBI, but still have rights to access certain areas (contractors, visitors, delivery riders etc.).

- e) Vehicles (or other equipment): are accounted for and their in/out movements are controlled and tracked by the system, in order to prevent unauthorized vehicles from entering parking areas, or valuable equipment from being taken without authorization.

Technical specifications

1. Software

- i. The software to operate in MS Server 2012, MS server 2016, MS Windows 8 and MS Windows 10
- ii. The number of cards/users shall be limited only by memory available in hardware.
- iii. Support at least 8 access levels per user.
- iv. Access levels should be assigned to a user, not to a card, in order to help issue a new card in a fast and easy manner, without reassigning access levels.
- v. User administration/Login/Double login - The user profiles shall contain the rights of the individual operators to access applications, menus and dialog functions in groups. The administrator shall have the right to issues passwords and define their validity.
- vi. The software shall have the ability to perform scheduled automatic database maintenance and backup tasks at user selected intervals and ability to configure the amount of history stored in the active database.
- vii. The software shall have the ability to produce the following report types: system and alarm event reports, user access reports, hardware configuration settings, access level reports, employee time & attendance reports.
- viii. The reports shall be available in Adobe PDF and MS Excel formats.
- ix. Report filters must be convenient and user friendly: allow operator preview user photos, content of access levels, hardware settings and time zone configuration.
- x. Floor plan viewing interface shall have convenient zoom in/out controls by mouse wheel.
- xi. The software shall support “full-screen” mode that would take up 100% of the monitor area and prevent operators from starting or accessing any other programs.
- xii. Logbook – The system shall automatically record system events such as user manipulations, changes to the database, events, and alarms, software and hardware failures, data flow between the subsystems etc. It shall also carry various forms of messaging and display, research and archiving of entries.
- xiii. Temporary enabling / blocking of badges – The system shall support the possibility of invalidating an ID card with immediate effect or after a valid date as entered in the system.
- xiv. All configuration and user changes shall be sent to controller immediately. The software shall display the progress in percent as the changes are being downloaded. The downloading shall be done in background and not affect the normal use of the software in any way.
- xv. Dynamic search function shall be present in all windows of the program: search results shall be narrowed automatically as a key phrase is being entered. I.e. after entering characters “xy” the program shall locate and display all records containing these characters, and after typing in more characters shall refresh the results automatically.
- xvi. The software shall use an industry standard database engine released not earlier than 2005 and currently supported by the manufacturer.
- xvii. The software may have the ability to automatically display photos and additional information about users as they enter/exit through doors.
- xviii. The software shall be available in English
- xix. The software shall have a modern interface, attractively designed and convenient to use.
- xx. The software shall be adapted for operators who have not received any special training related to management of integrated security systems. Graphical user interface shall be intuitive.

- xxi. The software shall facilitate integration with other systems and subsystems of KBI like CCTV harmonically if need be. For the connection of subsystems to the management system, Open standards must be used for all devices.
- xxii. The software shall store information and provide reports about visitors and people accessing the premises.
- xxiii. Integration: The linkage of the servers as well as of the operating workstations with the servers shall be carried out with standard networks (e.g. Ethernet).

2. Hardware

1. The hardware should support open architecture. Communication protocols should be available to system integrators and software developers to prevent constraints arising from a single brand of hardware or software.
2. The hardware should support all industry standard readers that output information in Wiegand or Clock/Data formats (up to 128 bits).
3. Should have at least 2 types of controllers: (a) for one door/gate with an entry reader and an exit button and (b) for one door/gate with two readers (entry and exit) or for two separate doors/gates with entry readers and exit button.
4. It should have an IP-reader available. The IP-reader shall integrate a contactless card reader and controller in a single body, designed for surface mounting on a wall or a door frame eliminating the need for enclosures.
5. Each controller and IP-reader to have a standard RJ-45 network port for communication with software and other controllers.
6. Controller and IP-reader should support standard Ethernet 10/100BaseT network and TCP/IP communication protocol.
7. Should not use Ethernet converters, adapters, or terminal servers that enable network connectivity for legacy controllers by tunneling RS-232/485 serial data over Ethernet.
8. Single-door controller and IP-reader should have at least 32Mb SDRAM operating memory and 8 MB Flash memory for database and events. Two-door controller should have an option for expanding Flash memory to 32MB.
9. All controllers and IP-readers should use a 32Bit 100Mhz RISC processor (or better) in order to enable fast execution of advanced functions.
10. Controllers and IP-readers should accept firmware upgrades via network.
11. In case communication with the host PC is interrupted, the controller and IP-reader should have enough memory to store at least 5000 latest events (FIFO buffer).
12. Operation of controller and IP-reader should be completely independent of the PC or “Master controller”. Should the PC or the communication link fail, the users should not be affected in any way and all functions should continue working.
13. IP-reader shall have the following inputs and outputs:
 - i. Exit button input
 - ii. Door contact input
 - iii. Auxiliary alarm input
 - iv. Tamper sensor and tamper input
 - v. Inputs for monitoring AC power and backup battery state. There should be an option to reconfigure these inputs to function as general purpose inputs.
 - vi. Relay for controlling an electric lock.
 - vii. General purpose auxiliary output relay.
14. One-door/gate controller shall have the following inputs and outputs:
 - i. Power output for the reader
 - ii. Outputs for controlling LEDs and beeper of the reader
 - iii. Wiegand or Clock/Data input

- iv. Exit button input
 - v. Door/gate contact input
 - vi. Auxiliary alarm input
 - vii. Tamper input
 - viii. Inputs for monitoring AC power and backup battery state. There should be an option to reconfigure these inputs to function as general purpose inputs.
 - ix. Relay for controlling an electric lock.
 - x. General purpose auxiliary output relay.
15. Two-door/gate controller shall have the following inputs and outputs:
- i. Power output for two readers
 - ii. Outputs for controlling LEDs and beepers of the readers
 - iii. Two Wiegand or Clock/Data inputs
 - iv. Two exit button inputs
 - v. Two door/gate contact inputs
 - vi. Two auxiliary alarm inputs
 - vii. Tamper input
 - viii. Inputs for monitoring AC power and backup battery state. There should be an option to reconfigure these inputs to function as general purpose inputs.
 - ix. Two relays for controlling an electric lock.
 - x. Two general purpose auxiliary output relays.
16. Relays of controllers and IP-readers should support two modes of operation: (a) dry contact and (b) powered mode, whereas power to the lock is provided via relay contacts this way simplifying wiring and eliminating the need for an additional power supply.
17. Controllers and IP-readers shall have a built-in PoE capability, in order to reduce wiring and provide backup power effectively. PoE feature must comply with the 802.3af standard.
18. Controllers and IP-readers shall be capable of supplying up to 600mA @ 12VDC to peripheral devices: readers, electric locks, sirens, detectors, etc.
19. Controllers and IP-readers shall accept the standard 12VDC power input in case an existing network infrastructure does not support PoE.
20. In case the main PC of the system fails, controllers and IP-readers shall accept a connection from a laptop in order to diagnose the problem, change settings or control peripheral devices.
21. In case of an alarm controllers and IP-readers shall initiate communication and provide timely notifications to operators. Hardware that does not initiate communication and needs to be polled frequently will not be acceptable due producing needless traffic on the network and processing load on the PC.
22. The system should support biometric IP-readers with the following or better specifications:
- i. 25,000 fingerprint template storage capacity
 - ii. 1-to-many verification in less than 1 second (with the database of 3000 users)
 - iii. 1-to-many verification with the database of 9000 users.
 - iv. 500,000 event storage
 - v. Built-in USB, RS-232/485, LAN and WLAN communication ports
 - vi. Selectable operation modes: fingerprint, fingerprint + card, fingerprint + PIN.
 - vii. Door-phone function
 - viii. Microphone, speaker and 2.5" QVGA colour LCD
 - ix. 72MB flash memory
 - x. Door contact and exit button inputs
 - xi. Lock control relay

3. Full height dual lane turnstile gates:

- i. Smooth and silent operation.
- ii. Shall provide bidirectional access with dual lane for entry and exit.
- iii. Configuration in either Normally Closed (N/C) or Normally open (N/O) mode
- iv. Positive action locks to prevent two passages at one time
- v. An anti backup device prevents reverse rotation once the head has moved 30 degree from its rest position.
- vi. Integration with all type of access control Panel/RFID Reader and biometric reader.
- vii. 24VDC, Power Consumption 40 Watt. Separate power supply shall be provided for conversion of 230 V AC to 24 V DC with suitable capacity to feed all gates.
- viii. Mild steel powder coated or stainless-steel frame and stainless-Steel, Rotor.
- ix. Shall support anti pass back in both the direction.
- x. Provision to check the feedback on physical entry along with 'In'/'Out' punch.
- xi. Provision to de-latch all the gates mechanically/electrically in case of emergency.
- xii. The Gate shall support all the features of ACS software supplied by the bidder.

4. Access Controller:

Application: Single/Dual Door Entry/Exit

Reader Options: Smart Card/Biometric

Reader to Panel Protocol: Weigand / Clock & Data/RS485

Card Format: 26-bit Weigand / 37 bit clock and data, Multiple card format & site code

Standalone Capability: Standalone Capability Built in RTC, Calendar, Complete Database and event buffer

Card Database: Size 150,000 Cards

Event Buffer: Size 100,000 Events

Programmable Outputs: Programmable Outputs Card Valid LED, Card Void LED, One external sounder for alarms and 5 SPST 2A/30V AC/DC

Output type: Continuous / momentary / pulsed.

Input type: Trigger / Log / Control

Communication: Onboard Ethernet TCP and RS485

Diagnostic LEADS: Provides status of System / Communications / Outputs

5. Smart RFID card reader:

The Smart Card Reader shall be as per following main specifications:

- i. The reader shall be mounted on a door mullion or single-gang electrical box for easy installation.
- ii. The reader shall provide an audio-visual indication with dual colour LED and beeper, on presenting a valid card.
- iii. The unit shall be sealed in a rugged, weatherized polycarbonate enclosure designed to withstand harsh environments, providing reliable performance and a high degree of vandal resistance.
- iv. Transmit Frequency shall be 13.56 MHz's
- v. The readers shall be able to read RFID cards up to the distance of 5 centimeters
- vi. The reader shall be capable of outputting in either Wiegand or Clock & Data (magnetic stripe) formatted data.
- vii. All RF data transmission between the card and reader is encrypted using secure algorithm.
- viii. Input supply 6-20 V DC
- ix. Operating temperature 10°C to 50°C

- x. Dimension 100mm X 50mm X 20mm approx.
- xi. Card formats 26/34/37/178 Bits Wiegand
- xii. Sector key management Supports Multiple Keys.
- xiii. Interface: Wiegand or RS-485
- xiv. Color-Black
- xv. Diagnostic LEDS One for Power ON, second for Access.
- xvi. Audio: Buzzer indication on transaction
- xvii. Maximum read range :4-7 Cm
- xviii. Protocol supported: ISO-14443A Mifare classic or DESFIRE.
- xix. Cable specifications: 24 AWG (6 core) for Wiegand.
- xx. Cabling distance supports: up to 150 meters for Wiegand.
- xxi. Cable termination: PIG TAIL or TERMINAL STRIP.
- xxii. Power consumption: 1 watt @ 5VDC

Security Alarm system

General features

- i. The whole system to be designed and configured such that when an intruder enters any part of the protected premises there is a high degree of certainty that the alarm system will deliver a confirmed alarm message.
- ii. Signalling must be via an acceptable dual-signalling system such as RedCare GSM or Dualcom GPRS (with grade 4 signalling).
- iii. Following the cancellation of an alarm signal the system must re-arm without any zone, sensor or detector being locked out so that the whole system remains alert to signal further alarm information during the set period.
- iv. To prevent tampering once the system has been set, all microphones and cameras intended for confirmation purposes must be located within areas covered by intruder alarm detection devices.
- v. It should comprise of detectors, control panels and communications devices.
- vi. Detectors should identify and react to specific occurrences including movement, shock, vibration, smoke, heat, and flood
- vii. The panel should be capable of handling wired detectors as well as with wireless detectors. Detectors to incorporate:
 - Passive infrared sensors (PIRs) to detect people moving using infrared heat sensing,
 - Dual Technology sensors use combined infrared and microwave sensing technologies to help reduce false alarms,
 - Magnetic door contacts detect the opening and closing of doors and windows,
 - Glass break sensors to listen for the specific noise of breaking glass,
 - Shock sensors detect attacks on doors and windows,
 - Smoke sensors to detect fire.

Components of security Alarm systems

Security alarm systems to be deployed at KBI should contain the following key components:

- a) **Control and indicator equipment**
- b) **Warning equipment**
- c) **Remote alarm monitoring:** besides the 'Local Audible Warning' the equipment should have capabilities that signal that the alarm system has been activated, to a third party e.g police.
- d) **Detectors**
- e) Should have panic button positioned at areas as specified by the KBI management.

Training

The supplier shall provide training to KBI's staff operation staff regarding operation and maintenance of the system at their works at the bidder cost.

The bidder shall provide all facilities and documents for training.

For efficient operation and maintenance of System at plant site, training shall also be imparted to KBI staff during testing, installation and commissioning at site

- a) To operation and maintenance personal from site and designer
- b) Installation, commissioning operation and maintenance aspects
- c) Design aspects, system architecture design of software and hardware.
- d) Functional operation of software and hardware.
- e) Interpretation of various diagnostics of software & hardware.
- f) Trouble shooting
- g) Vendor shall provide training manuals before the start of the training.

The training program shall emphasize on all relevant CBS Human interface. The training shall be conducted on prototype of the system so that user can able to understand actual Hardware and Software.

Documentation

- a) Supplier shall submit OEM product catalogue/brochures containing detailed specification, applicable standards, dimension and model of all the quoted products.
- b) Detailed engineering scheme diagram, cable log and equipment layout diagram for the system/network shall be submitted to the purchaser prior to start of work at Site for acceptance.
- c) Three sets of Operation and user manual and training manual containing system write up, system block diagram, technical datasheets shall be supplied to the purchaser.
- d) Calibration / Test Certificate compliance to technical specification shall be supplied along with the items.

Guarantee

The Equipment shall be guaranteed against defects arising due to design, fault, material, workmanship, poor packing, and damage during transportation, handling, storage etc. and for trouble free operation for a period of one year from the date of satisfactory commissioning of the system. During this period all the faulty units shall be replaced/ repaired free of cost at site by the supplier.

Completion period

All works under this Contract should be completed within two (2) months from the date of the award of the contract

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 procuring entity 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 procuring entity 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 procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form

4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date _____ Tender
No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, wed, 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 (Procuring entity).
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

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item (cols. 4x5)	Unit Price of other incidental services payable

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 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 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 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 materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity 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 Procuring entity) 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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises Plot No,.....Street/Road.....</p> <p>Postal addressTel No.Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>

	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p align="center">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>2.</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.				
Name	Nationality	Citizenship details	Shares																		
1.	2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

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 procuring entity](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 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:

PROVISION OF SECURITY/ALARM SYSTEM

[name of the 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 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 Procuring entity 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 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 thereunder 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 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 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

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

PROVISION OF SECURITY/ALARM SYSTEM

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.....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 of
.....20.....

SIGNED
Board Secretary