



**REPUBLIC OF KENYA**  
**THE NATIONAL TREASURY**  
**P. O. BOX 30007**  
**NAIROBI**

**TENDER NO. TNT/036/2016-2017**

**SUPPLY, INSTALLATION,  
CONFIGURATION AND  
COMMISSIONING OF VISITORS  
MANAGEMENT SYSTEM**

**CLOSING DATE: WEDNESDAY 12TH JULY, 2017 AT 10.00 A.M.**

**JUNE, 2017**

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REPUBLIC OF KENYA  
THE NATIONAL TREASURY

**INVITATION TO TENDER**  
**SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF**  
**VISITORS MANAGEMENT SYSTEM TO BIMA HOUSE, HERUFI**  
**HOUSE AND TREASURY BUILDING**  
**TENDER NO: TNT/036/2016 – 2017**

The National Treasury invites sealed tenders from eligible candidates for the supply, installation, configuration and commissioning of visitors management system at Bima House, Herufi House and Treasury Building.

Interested eligible Candidates may obtain further information from and inspect the tender documents at The National Treasury, Treasury Building, Harambee Avenue 6<sup>th</sup> Floor. Room 601 during normal working hours.

A complete set of tender documents may be downloaded by interested candidates free of charge at <http://treasury.go.ke> and those who have downloaded the document from the website **must forward their particulars immediately for recording and any further clarifications and addenda to [procurement@treasury.go.ke](mailto:procurement@treasury.go.ke).**

Bids must be accompanied by a **bid security of Kshs. 100,000.00 from a reputable financial institution.**

Completed tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to:-

**The Principal Secretary,  
The National Treasury,  
PO Box 30007 – 00100,  
Nairobi, Kenya**

and be deposited in the tender box provided at the Treasury Building, 6th Floor, Harambee Avenue, Nairobi, so as to be received on or before **Wednesday 12th July, 2017 at 10.00 a.m.**

Tenders will be opened immediately thereafter in the presence of the tenderer's or their representatives who choose to attend the opening at National Treasury, Treasury Building, 6<sup>th</sup> floor, Conference Room 603 on **Wednesday 12th July, 2017 at 10.00 a.m.**

**HEAD, SUPPLY CHAIN MANAGEMENT**  
**FOR: PRINCIPAL SECRETARY**

## **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**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.3.3 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 documents 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**

- 2.5.2 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 the 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 as 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 120 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 **Wednesday 12th July, 2017 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 **Wednesday 12th July, 2017 at 10.00 am**
- 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 not 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 tenderer's representatives who choose to attend, at **Wednesday 12th July, 2017 at 10.00 am** 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 22.3 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 Procuring entity's Right to Vary quantities**

- 2.25.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

## **2.26 Procuring entity's Right to accept or Reject any or All Tenders**

- 2.26.1 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.

## **2.27 Notification of award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the Contract 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.
- 2.27.3 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.

## **2.28 Signing of Contract**

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

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

## **2.29 Performance Security**

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

2.29.2 Failure of the successful tenderer to comply with the 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.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

## APPENDIX TO INSTRUCTIONS TO THE 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

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Particulars of eligible tenderers: Eligible firms
2.4.1	<p>The address for clarification of Tender documents is Attention:</p> <p><b>The Head Supply Chain Management, The National Treasury, PO Box 30007 – 00100, Nairobi, Kenya</b></p>
2.6.1	The Language of all correspondence and documents related to the Tender is: <b>English</b>
2.9.3	The prices shall be <b>FIXED</b>
	Alternative Tenders to the requirements of the Tender documents will <b>Not be permitted</b>
2.10.1	Prices shall be quoted in <b>Kenya Shillings</b>
2.11.2	<p>Specify the evidence and information required. Brochures and catalogues. Tenderers must attach copies of certificate of Incorporation/Registration Valid Tax Compliance Certificate</p>
2.12.2	The Tender Security shall be; <b>Kshs. 100,000.00 from a reputable financial institution</b>
2.13.1	The Tender validity period shall be <b>120 days</b> .
2.14.1	The number of copies of the Tender to be completed and returned shall be: <b>One (1) original and three (3) copies.</b>
2.16.1	<p><b>Tender shall be submitted to</b></p> <p>The Head Supply Chain Management, The National Treasury, PO Box 30007 – 00100, Nairobi, Kenya</p> <p>The deadline for bid submission is: Date: <b>Wednesday 12th July, 2017</b> Time: <i>10.00am local time</i></p>
2.18.1	<p><b>The Tender opening shall take place at:</b> The National Treasury, Treasury Building, 6<sup>th</sup> floor, Conference Room. Date: <b>Wednesday 12th July, 2017</b> Time: <i>10.00am local time.</i></p>

2.20.1	<p><b>The Preliminary evaluation shall be mandatory:</b></p> <p>The evaluation shall adopt <i>YES/No Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents;</p> <ul style="list-style-type: none"> <li>• <b>A copy of certificate of registration / incorporation</b></li> <li>• <b>A copy of valid tax compliance certificate</b></li> <li>• <b>Bid security of Ksh 100,000.00 from a reputable financial institution valid for 30 days after the tender validity i.e. 150 days.</b></li> <li>• <b>Fill and sign the form of tender (with Bid validity-120 days)</b></li> <li>• <b>Confidential Business Questionnaire (duly filled)</b></li> <li>• <b>Proof of Certification as Partner/Re-seller of proposed product</b></li> <li>• <b>Price Schedule form fully filled and signed</b></li> <li>• <b>Submit detailed Technical Literature (brochure)</b></li> </ul> <p><b><i>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</i></b></p>																		
2.22.1	<p>• <b>Evaluation and Comparison of Tenders (Technical Evaluation)</b></p> <table border="1" data-bbox="386 961 1485 1932"> <thead> <tr> <th data-bbox="394 972 1279 1003">Criteria</th> <th data-bbox="1287 972 1477 1003">Max Scores</th> </tr> </thead> <tbody> <tr> <td data-bbox="394 1014 1279 1045">Submit a brief company profile</td> <td data-bbox="1287 1014 1477 1045"><b>2 marks</b></td> </tr> <tr> <td data-bbox="394 1056 1279 1087">Being in existence for a minimum of five years</td> <td data-bbox="1287 1056 1477 1087"><b>2 marks</b></td> </tr> <tr> <td data-bbox="394 1098 1279 1161">Submit audited accounts for the last three years with a turnover of Ksh 5 million per year – <b>1 mark per year</b></td> <td data-bbox="1287 1098 1477 1161"><b>3 marks</b></td> </tr> <tr> <td data-bbox="394 1171 1279 1308">Demonstrate availability of at least 5 technical staff. Please provide information on positions, experiences and qualification of the staff relevant to the assignment (attach CV and Certificates) – <b>2 mark per staff</b></td> <td data-bbox="1287 1171 1477 1308"><b>10 marks</b></td> </tr> <tr> <td data-bbox="394 1318 1279 1528">Provide details of at least three (3 No.) recent organizations where they have undertaken similar assignments indicating Name of the company, contact person, designation, telephone number, description of assignment, e-mail and contract amount. (attach 3 contracts / LSO of at least Kshs. 1 million per LSO/ Contract) – <b>2 marks per contract / LSO</b></td> <td data-bbox="1287 1318 1477 1528"><b>6 marks</b></td> </tr> <tr> <td data-bbox="394 1539 1279 1602">Understanding of the problem, completeness and quality description of the solution</td> <td data-bbox="1287 1539 1477 1602"><b>5 marks</b></td> </tr> <tr> <td data-bbox="394 1612 1279 1749">Provide a detailed methodology and approach for undertaking the assignment with clear indications of how the solution will cover all the functional areas.</td> <td data-bbox="1287 1612 1477 1749"><b>3 marks</b></td> </tr> <tr> <td data-bbox="394 1759 1279 1932">Provide an adequate and detailed work plan on how the solution will be implemented complete with timelines against each milestone and including training programme. The work plan should address all the items in the objectives and the expected deliverables. Supply, installation, configuration, testing and</td> <td data-bbox="1287 1759 1477 1932"><b>5 marks</b></td> </tr> </tbody> </table>	Criteria	Max Scores	Submit a brief company profile	<b>2 marks</b>	Being in existence for a minimum of five years	<b>2 marks</b>	Submit audited accounts for the last three years with a turnover of Ksh 5 million per year – <b>1 mark per year</b>	<b>3 marks</b>	Demonstrate availability of at least 5 technical staff. Please provide information on positions, experiences and qualification of the staff relevant to the assignment (attach CV and Certificates) – <b>2 mark per staff</b>	<b>10 marks</b>	Provide details of at least three (3 No.) recent organizations where they have undertaken similar assignments indicating Name of the company, contact person, designation, telephone number, description of assignment, e-mail and contract amount. (attach 3 contracts / LSO of at least Kshs. 1 million per LSO/ Contract) – <b>2 marks per contract / LSO</b>	<b>6 marks</b>	Understanding of the problem, completeness and quality description of the solution	<b>5 marks</b>	Provide a detailed methodology and approach for undertaking the assignment with clear indications of how the solution will cover all the functional areas.	<b>3 marks</b>	Provide an adequate and detailed work plan on how the solution will be implemented complete with timelines against each milestone and including training programme. The work plan should address all the items in the objectives and the expected deliverables. Supply, installation, configuration, testing and	<b>5 marks</b>
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	commissioning lead time will be critical.	
	Ability of the software solution to meet all functional requirements including reporting requirements	<b>20 marks</b>
	Evaluation of equipment. Bidders must attach manufacturer's brochures for each equipment	<b>25 marks</b>
	Maintenance (warranty and support). Provide clear details on how full time availability will be ensured, support regime and escalations	<b>3 marks</b>
	Staff training for both technical and users. Provide detailed plan.	<b>2 marks</b>
	Documentations (provision of technical and user manuals)	<b>2marks</b>
	Solution demonstration	<b>12 marks</b>
	Total	<b>100</b>
	<b>NOTE: Only bidders who score 70% and above will be considered for financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.</b>	
2.24.1	<b>Post – qualification shall “be undertaken” yes</b>	
2.24.3	<b>Award Criteria: the lowest evaluated bidder will be awarded the tender</b>	
2.29.1	<b>Particulars of performance security if applicable. - 10% of the contract sum from a reputable financial institution</b>	

## **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 superseded 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**

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

- 3.6.2 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

- 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: <b>10% of the contract sum from a reputable financial institution</b>
3.8	Payments will be made;  <b>1<sup>st</sup> payment - Upon supply, installation and commissioning of equipments</b> <b>2<sup>nd</sup> payment - Support and Maintenance – to be paid quarterly in arrears.</b>
3.9	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes: <b>Arbitration</b>
3.17	Specify applicable law. <b>Laws of Kenya</b>
3.18	Notices shall be addressed and delivered to: <b>The Principal Secretary</b> <b>The National Treasury</b> <b>Treasury Building,</b> <b>Harambee Avenue</b> <b>P.O. Box 30007 – 00100</b> <b>Nairobi</b>

## **SECTION V – TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENTS**

### **TECHNICAL SPECIFICATIONS**

#### **5.0 DESCRIPTION OF REQUIRED SERVICES:**

- Supply, installation and configuration of Iris Based Access Control System using state of art technology.
- Supply, installation and configuration of a scalable Relational Database Management System that is capable of handling large volumes of data.
- Training of both the technical and operational staff

#### **5.1 SYSTEMS IMPLEMENTATION OBJECTIVES**

The main objectives of implementing the Iris Based Biometric Access Control System in the National Treasury are to:-

##### **5.1.1. Objectives**

1. To provide Treasury Building a digital iris based biometric system for authenticating / validation and accounting of persons accessing the building.
2. Provide a web based application for persons to enroll as visitors and staff while differentiating the two categories.
3. Control system to permit authorized persons to enter and exit; and deny entry/exit to unauthorized persons.
4. Provide a biometric system for persons accessing underground parking
5. Build a central repository databank for Treasury to manage all visitors in all their buildings.
6. Maintain records of access control system activity, user permissions, and facility configuration changes.
7. Ability to meet requirements of the TNT in terms of Access Control, Time & Attendance, Visitor Management, in this regard, the Physical Security and Access Control System shall provide: Physical Access Control, Access Policies, Time and Attendance, Enterprise Reporting, User Management, Visitor Management and Integrated Security

##### **5.1.2. Functionality**

- Person walks into the building and reports to security desk.
- Security personnel requests for ID card.
- Person looks into the iris scanner and the templates are captured and stored.
- Persons' head shot photo is captured.
- Profile is created using personal details on ID Card (whole process takes just 1 minute)
- Person is allowed entry into the building and is automatically logged in.

- Upon exiting the building the person looks into the scanner and is officially logged out of the building.
- Next visit will only require the person to look into the scanner and the system will recognize them (no need for registration)
- If iris turnstile is available, staff and persons who have already been enrolled can access building via this route.

## **5.2 SCOPE OF WORK**

Whilst other tasks may be defined to meet the requirements of the solution and proposal that is satisfactory and acceptable, the following shall form the major components of the project:

### **5.2.1. Supply and Installation of the Hardware and Software**

- Supply and installation of all the hardware and software as specified in the proposal.
- All configurations of the hardware and software to bring them to working order.
- All software customizations to meet The National Treasury Requirements.
- Full documentation of all the hardware and software supplied.

### **5.2.2. Testing and Commissioning of the new environment**

- When all the hardware and software have been set up, there shall be thorough testing of the new environment by both the vendor and TNT. A suitable testing and acceptance report shall be produced and signed-off by all parties to allow for official commissioning of the project.

### **5.2.3. Documentation**

- “As built” drawings of the system and network with diagrams of the access control terminals locations on completion of the project.
- User Manuals on how to operate and use the system.

### **5.2.4. Training**

- The Vendor shall give hands-on orientation and training to appropriate National Treasury staff on how to use and look after the equipment and system.
- The Vendor shall train selected technical personnel so that there is internal expertise to run, manage and do basic trouble-shooting hence rectification.

### **5.2.5. Service Level Agreement**

- For any relevant support line item not automatically covered through the purchase of the chosen hardware and software, bidders must submit a suitable SLA proposal.

## **5.3 REQUIREMENTS FROM BIDDERS**

In order for The National Treasury to get maximum benefit from implementing this Iris biometric system, the successful bidder will be expected to: -

- Study the current access control mechanisms employed by the ministry in its three buildings: Treasury building, Bima house and Herufi and propose strategies on how best to achieve the above-specified objectives with the introduction of the Iris Biometric Access Control System
- Supply a suitable Iris Based Biometric Access Control System (IBACS) based on the required functionalities.



- Provide advice to the National Treasury on the appropriate hardware requirements for the system.
- Supply, Install, configure, test and implement Iris Based Biometric Access Control System
- Prepare for solution demonstration at treasury head quarters
- Supply the system's documentation in the form of installation media, user manuals, administration manuals, etc.
- Provide onsite user and administration training to selected personnel from the National Treasury.
- Provide detailed proposals on the Solution Architecture which will meet the TNT goals, objectives and requirements.
- Provide proposed Brand and configuration specifications of all the hardware – minimum specifications for required hardware are provided. Bidders should highlight salient features, capacity and limitations of each equipment proposed in the solution.
- Provide proposed software (including versions) required to optimally run the proposed hardware. This includes any software customization required.
- Successful bidder will be required to hand over a full functioning system after vigorous testing to the satisfaction of the client.
- Provide solution architecture diagrams showing how the solution meets the TNT's objectives and integrates with existing TNT LAN and WAN. This should include placement of Turnstiles and other equipment in premises specified.
- Carry out all installations including installation of turnstiles, access control equipment, computer hardware / software and related cabling work required for the solution.
- Provide Access Control System's compliance status with prevailing Safety Standards. Any proposal not compliant with safety standards will not be considered.
- Provide prove of Firm's relationship with respective OEM.
- Provide information on licensing requirements where applicable.
- Provide information on backup Support available with reference to Equipment Inventory and/or availability of support services in the country.
- Provide details on the Software Solution being offered that should include but not limited to;
  - Information on software system features and related database technology
  - Information on how this software can integrated with other systems e.g. HR systems now and in future.
  - Information on user access security provisions
  - Reporting features (pre-defined & customizable reports)

- Data backup and recovery mechanism
- Warranty of Service.
  - Bidders must indicate their availability to attend to problems and issues related to the implementation of the solution that may arise after commissioning of the project.
  - Bidders must include an SLA proposal for the period of one year for any services not covered under warranty.
- Warranty on Equipment
  - One (1) year (from commissioning date) 24/7 supply and fit (on parts) for all equipment including full replacement of faulty equipment.
- Level of Support
 

Successful bidder should offer telephonic, Email and On-site support services as follows:

  - Less than 4 hours response time to electronic and telephonic support
  - 6 hours to next business day for on-site support

## **5.4 FUNCTIONAL SYSTEMS REQUIREMENTS**

### **5.4.1 SOFTWARE SOLUTION**

The successful firm will be required to provide necessary software capable of handling the following key area:

- Biometric Access Control management
- Biometric Time & Attendance management
- Biometric Visitors' Management

The software should at minimum have the following feature:

- Be able to extract employee data base and link the same with Access Control & Time Management systems
- Be able to integrate with HR System through data import /extraction
- Be able to maintain data integrity in the event of power outages or damage to all or a part of the system
- Generate different reports (customizable) according to defined criteria e.g hourly, daily, weekly and historical basis
- Provide backup and archive facility for the recorded data
- provide sufficient security allowing definition of different access levels and privileges to users (e.g. read / write / delete/edit)
- Be able to capture and maintain visitors and staff bio-data including photos while distinguishing them
- Provide simple and flexible user interface for enrollment

- Provide efficient search mechanism that will allow for record search
- Be web based such that it will run on the available treasury LAN with a centralized database
- Provide an automatic grading process that ensures that only good or better iris images are enrolled in the system
- Makes it impossible to have a duplicate record entry in the system
- Exporting reports in formats such as MS Excel, CSV, PDF and Text (rich and/or Exporting comma separated) for easy import into other systems.

## 5.4.2. HARDWARE SPECIFICATIONS

### REPUBLIC OF KENYA



**THE NATIONAL TREASURY**  
**ICT UNIT**  
 RECOMMENDED MINIMUM TECHNICAL SPECIFICATIONS

### APPLICATION SERVER

<b>ITEM</b>	<b>REQUIREMENT</b>
<i>Processor &amp; Core Logic</i>	<i>Intel Xeon Processor (3.10-GHz, 8 MB L2 cache, 1333-MHz FSB) or Higher</i>
<i>Chipset</i>	<i>Intel Xeon</i>
<i>System Memory</i>	<i>Standard 16 GB(2x8gb), Upgradeable</i>
<i>Storage Subsystem</i>	<i>At least 4TB 7200 rpm SATA 3.0</i>
<i>Maximum storage</i>	<i>Only limited by the number of internal hard disk drive bay</i>
<i>Form Factor</i>	<i>2U Rack mountable</i>
<i>Display/Graphics</i>	<i>17" TFT Flat Panel Color LCD, 1024x768.</i>
<i>Optical Drives</i>	<i>16X DVD+/-RW</i>
<b>RAID</b>	<i>Raid 5</i>
<i>Communication interface</i>	<i>10/100/1000 Mbs Fast Ethernet</i>
<i>I/O interface ports</i>	<i>USB keyboard</i>
	<i>USB mouse</i>
	<i>Front and rear USB Ports</i>
	<i>4 x RJ-45 port for Ethernet</i>
	<i>1 x External VGA Port</i>
<i>Operating System &amp; Software</i>	<i>Licensed Windows Server 2012 or Higher and Media kits</i>
<i>Power sub-system</i>	<i>Hot swappable power supply for server</i>
	<i>Redundant power supply included for server</i>
<b>Warranty</b>	<i>One (1) Year</i>

**REPUBLIC OF KENYA**



**THE NATIONAL TREASURY  
ICT UNIT**

**RECOMMENDED MINIMUM TECHNICAL SPECIFICATIONS**

**DESKTOP COMPUTER**

<b>ITEM</b>	<b>REQUIREMENT</b>
<i>Processor &amp; Core Logic</i>	<i>Intel Core i5 Processor (2.90-GHz, 6MB L3 cache, 1333-MHz FSB) or Higher</i>
<i>System Memory</i>	<i>Standard 4 GB, DDR3 SDRAM, Upgradeable to 8GB</i>
<i>Storage Subsystem</i>	<i>At least 500 GB 7200 rpm SATA 3.0</i>
<i>Form Factor</i>	<i>Micro Tower</i>
<i>Display/Graphics</i>	<i>17" TFT Flat Panel Color LCD, Same brand as CPU. 1024x768 Resolutions.</i>
<i>Optical Drives</i>	<i>16X DVD+/-RW</i>
<i>Audio</i>	<i>Stereo audio system with 2 speakers</i>
<i>Communication interface</i>	<i>10/100 Mbps Fast Ethernet</i>
<i>I/O interface ports</i>	<i>USB keyboard</i>
	<i>USB mouse</i>
	<i>Front and rear USB Ports</i>
	<i>1x RJ45 port for Ethernet</i>
	<i>1 x External VGA Port</i>
<i>Operating System</i>	<i>Licensed Windows 8.1 professional or Higher</i>
<i>Software</i>	<i>Licensed MS Office 2013 Professional Licensed Latest Version of anti-virus with media</i>
<i>Power supply</i>	<i>220 – 240 VAC, 50/60 Hz</i>
<i>Warranty</i>	<i>One (1) Year</i>

REPUBLIC OF KENYA



**THE NATIONAL TREASURY  
ICT UNIT**

**ENROLLMENT IRIS CAMERA SPECIFICATIONS**

<b>ITEM</b>	<b>REQUIREMENT</b>
<b><i>Iris Capture</i></b>	Automatic Dual Iris Capture, High quality face image capture Capture Distance 330 +/- 20 mm
<b><i>Power Input</i></b>	5V DC
<b><i>Power Consumption</i></b>	7W Max
<b><i>Face/Scene Capture</i></b>	1600 x 1200 2MP Image Sensor – 4.62 mm @ F# 3.2
<b><i>Iris Illumination</i></b>	Multiband IR 760 nm, 870 nm
<b><i>Iris Enrollment</i></b>	Less than 2 seconds for complete two iris capture Less than 8 seconds for complete transaction (includes face & iris)
<b><i>Face Capture</i></b>	ISO/IEC 19794-5 Standard Compliant Image Approximately 12"~ 14" from subject for proper framing
<b><i>Scene Capture</i></b>	Manual or Auto Focus available through API
<b><i>LCD Display</i></b>	3.5" Color LCD / 350 NIT
<b><i>Status Indicator</i></b>	Color indicators for: Start Up, Power On, Identification OK Both Eyes, Identification OK One Eye & Reserved
<b><i>Shutter Button</i></b>	Wake Up / Capture Face / Capture Scene
<b><i>Minimum Illumination (Face camera)</i></b>	1 lux
<b><i>Operating Range</i></b>	14" (36cm)
<b><i>Interface</i></b>	High Speed USB 2.0
<b><i>Accessories</i></b>	USB+Power Cable, 5VDC Power Supply 120/240VAC 50/60Hz
<b><i>Warranty</i></b>	One (1) year

REPUBLIC OF KENYA



**THE NATIONAL TREASURY**

ICT UNIT

**MOUNTABLE IRIS CAMERA SPECIFICATIONS**

<b>ITEM</b>	<b>REQUIREMENT</b>
<b>Camera operation</b>	Fast fully automatic dual iris capture, Two color operating range indicator, High Accuracy 1:N and 1:1 Capability, Integrated Contactless Smart Card Reader
<b>Power Input / Consumption</b>	12~24 VDC, 2.0 Amps @ 12 VDC / 24W
<b>Status LED</b>	Multi-Color – Red, Green, Blue, Amber for status and alarm indication
<b>Iris Operating Range Indicator</b>	Dual Color – Orange (out of range), Green (in range)
<b>Voice Indication</b>	English and Korean standard, others languages available
<b>Iris Capture Range</b>	11"~15" (28cm~38cm)
<b>Identification through put</b>	2-3 seconds
<b>User Input</b>	Six user definable Function keys
<b>Touch Screen LCD</b>	4.3" diagonal (480 x 272 pixels)
<b>Pin Pad</b>	Pop-up on screen pin pad
<b>Flash</b>	High output flash for face capture
<b>Face Image Camera</b>	Face camera CMOS – 5MP
<b>Transaction Log Capacity</b>	Up to 1,000,000 transactions stored on device, unlimited on server
<b>Relays x 2</b>	Control for user defined operations
<b>Iris &amp; Face Camera Rotation Angle</b>	+35°/-25°
<b>Communications</b>	Ethernet (LAN, WAN), RS232, RS422
<b>Inputs / Outputs</b>	Embedded Card Reader (Optional), Wiegand In,

	Wiegand Out, Dry Contact Relay x 2, Programmable GPIO x 4
<b>Management</b>	Allow for remote management
<b>Certifications</b>	CE, FCC, KC, Eye Safety, UL294, ISO Standard, KISA
<b>Warranty</b>	One (1) year



**REPUBLIC OF KENYA**



**THE NATIONAL TREASURY  
ICT UNIT**

RECOMMENDED MINIMUM TECHNICAL SPECIFICATIONS

**UPS**

<i>ITEM</i>	<i>REQUIREMENT</i>
<i>Rating</i>	At least 1000 VA
<i>Input Voltage Swing</i>	Minimum 220V to 270V
<i>Output Voltage</i>	220V to 240V
<i>Output Frequency</i>	50/60 Hz auto-sensing
<i>Design</i>	Automatic Voltage regulation Main isolation, User replaceable batteries, Static automatic bypass, Maintenance bypass incase of servicing.
<i>Battery module</i>	Type - Sealed lead acid Automatic periodic battery tests Short recharge time (Maximum 5 hours for 100% runtime) Protection against excessive/damaging discharge
<i>Protection</i>	Output overload Input/Output short-circuit
<i>Communication interface</i>	Serial port communications support
<i>Operational Environment requirement</i>	Room temperature/humidity (i.e. Min Air Conditioning)
<i>Warranty</i>	One (1) Year

**TURNSTILES CONTROL**

Provide a glass turnstile capable of handling large volume of traffic.

Should be able to interface and work with the high throughput iris verification system to achieve a common objective of access control

Should have a power backup mechanism so that no midway locking or trapping in an event of power failure.

Should have mechanism for corrosion protection

Should have quiet operation i.e. quiet locking and unlocking mechanism

Entry and exit points should be separate and served by different verification mechanisms

**SECTION VI - STANDARD FORMS**  
**FORM OF TENDER**

To: *[Name and address of the PE]*  
Date: *[insert date (as day, month and year)]*  
Tender No.: *[insert number of Tendering process]*  
Item Description: *[insert description of Items]*

Sir/Madam,

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of Goods and 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.

We undertake, if our Tender is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.1.1 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
(Name)

\_\_\_\_\_  
*[signature]* *[in the capacity of]*  
Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

**PRICE SCHEDULE OF SERVICES**

Bidder must itemize all charges for individually identifiable components of the supply, installation, testing, training and commissioning of visitor security management system ; including all associated installation, programming.

The Bidder must include charges for all components required to connect all application s; all design charges and training charges.

The proposal shall detail the following price schedules:

- A schedule for the infrastructure hardware, including all associated peripherals.
- A schedule of the system software, including operating system. This should be an itemized list, with prices shown for each item.
- A separate schedule of the installation charges that include on site services
- A separate schedule of training charges with a detail listing for each application.
- A separate schedule of any warranties which may apply
- A separate schedule of **System Operation, support and Maintenance**

	Description	Units	Qty	Unit cost	Total cost	Country of origin	Brand	Remarks
	Please quote for supply, installation, testing, training and commissioning of visitor security management system							
<b>A</b>	<b>Infrastructure hardware, including all associated peripherals</b>							
i	Turnstiles	No	6					
ii	Identification & Verification Iris Cameras	No	6					
iii	Enrollment Iris Cameras	No	3					
iv	Server Hardware as per Specs	No	1					
v	Desktop Computers as per specs	No	6					
vi	UPS as per Specs	No	6					
<b>B</b>	Software and related costs							
<b>C</b>	Installation & Configurations							
<b>D</b>	Training charges							
<b>E</b>	support and Maintenance							
<b>F</b>	Other Costs if any (must be clearly specified)							

- **Prices to be inclusive of all taxes**

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)

**REPUBLIC OF KENYA**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

<i>Part I- General :</i>	
Business Name .....	
Location of business premises.....	
Plot No. .... Street/Road.....	
Postal Address.....	Tel. No.....
Nature of business.....	
Current Trade Licence No.....	Expiring date.....
Maximum value of business which you can handle at any one time : K£.....	
Name of your bankers.....	Branch .....

<input type="checkbox"/>	<b>Part 2 (a) – Sole Proprietor</b>																								
	Your name in full.....Age..... Nationality..... Country of origin..... *Citizenship details.....																								
<input type="checkbox"/>	<b>Part 2 (b) Partnership</b>																								
	Given details of partners as follows: <table border="0"> <thead> <tr> <th style="text-align: center;"><i>Name</i></th> <th style="text-align: center;"><i>Nationality</i></th> <th style="text-align: center;"><i>Citizenship Details</i></th> <th style="text-align: center;"><i>Shares</i></th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....								
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.....	.....	.....	.....																						
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.....	.....	.....	.....																						
<input type="checkbox"/>	<b>Part 2 (c) – Registered Company:</b>																								
	Private or Public..... State the nominal and issued capital of company- Nominal K£..... Issued K£..... Given details of all directors as follows:- <table border="0"> <thead> <tr> <th style="text-align: center;"><i>Name</i></th> <th style="text-align: center;"><i>Nationality</i></th> <th style="text-align: center;"><i>Citizenship Details</i></th> <th style="text-align: center;"><i>Shares</i></th> </tr> </thead> <tbody> <tr><td>1. 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> <tr><td>5. ....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1. 1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....	5. ....	.....	.....	.....
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2. ....	.....	.....	.....																						
3. ....	.....	.....	.....																						
4. ....	.....	.....	.....																						
5. ....	.....	.....	.....																						
Date .....Signature of Candidate.....																									

\*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

**TENDER SECURITY (BANK GUARANTEE)**

Bank Letterhead

Whereas ..... [*name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*date of submission of tender*] for the supply, installation and commissioning of ..... [*name and/or description of the equipment*](hereinafter called “the Tender”) ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called “the Bank/Insurance Company”), 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/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

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

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

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

*[signature of the authorized representative of the bank/insurance company]* .....  
Seal .....

**PERFORMANCE SECURITY FORM**

To: .....

[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)**

**MANUFACTURERS AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

WHEREAS .....

*[Name of the principal]*  
who are established and reputation dealers in ..... *[Type of business]* having  
registered offices at ..... *[Address of principal]* do  
hereby authorizing ..... *[Name and address of tenderer]* to  
submit a tender, *[reference of the tender]* for the stated *(particulars of tender)*.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

\_\_\_\_\_  
*[Signature for and on behalf of the principal]*

Note: This letter of authority should be on the letterhead of the principal and should be signed by a competent person.



**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.....

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of ..... dated  
the...day of .....20.....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