

REPUBLIC OF KENYA



THE JUDICIARY

TENDER DOCUMENT

FOR

SUPPLY AND DELIVERY OF JUDICIARY MOBILE COURT TRUCK

TENDER NO: JUD/OT/044/2025-2026

The Judiciary  
Supreme Court Building, City Hall  
Way P.O. Box 30041-00100  
Nairobi, Kenya  
Website: [www.judiciary.go.ke](http://www.judiciary.go.ke)

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## SECTION I - INVITATION TO TENDER

### REPUBLIC OF KENYA



### THE JUDICIARY

## TENDER NO. JUD/OT/044/2025-2026 - SUPPLY AND DELIVERY OF JUDICIARY MOBILE COURT TRUCK

The Judiciary invites sealed bids from eligible tenderers for the Supply and Delivery of Judiciary Mobile Court Truck.

Tendering is open to all qualified and interested tenderers who may view and obtain tender documents from the Judiciary's website [www.judiciary.go.ke](http://www.judiciary.go.ke) and from the Public Procurement Information Portal (PIIP) website [www.tenders.go.ke](http://www.tenders.go.ke). Any request for clarifications must be made in writing at least five (5) days prior to the tender closing dates. All clarifications and addenda will be posted on the Judiciary and on the Public Procurement Information Portal websites.

Tenders shall be quoted in Kenya Shillings, and shall be net inclusive of all taxes, delivery costs and public procurement capacity building levy (PPCBL) of 0.03% of the quoted amount that shall remain valid for One Hundred and Twenty (120) days from the tender closing date. Tenders must be accompanied by **tender security** of Kenya Shillings five Hundred Thousand Only (**Kshs. 500,000.00**) and in the form of a guarantee issued by Financial Institutions approved and licensed by the Central Bank of Kenya (CBK) or by Insurance Companies registered and licensed by the Insurance Regulatory Authority (IRA) **addressed and payable to the Chief Registrar of the Judiciary** and valid for **one hundred and fifty days (150) days** from the tender closing date. The tenderer shall chronologically serialize all pages of the tender documents submitted. Late submission of the tender shall be rejected.

Bidders are encouraged to attend pre-bid conference to be held virtually on **10<sup>th</sup> April, 2026 at 10.00 am** and tenderers are encouraged to attend through the link: <https://tinyurl.com/yfm5jxsk>. Completed tender document to be enclosed in plain sealed envelopes, clearly marked with the tender number and name and deposited in the Tender Box provided at the Main gate, Supreme Court entrance, City Hall Way, Nairobi and addressed to:

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender number and name and deposited in the Tender Box provided at the Main gate, Supreme Court entrance, City Hall Way, Nairobi and addressed to:

**THE CHIEF REGISTRAR OF THE JUDICIARY**  
**ATT: DIRECTORATE OF SUPPLY CHAIN MANAGEMENT SERVICES**  
**P.O BOX 30041-00100, NAIROBI, KENYA**

All submissions must be received on or before **20<sup>th</sup> April, 2026 at 1000hrs**. Tenders will be opened immediately thereafter in the presence of the designated tenderers' representatives who choose to attend at Supreme Court Building 2nd Floor Boardroom No. 74 or as otherwise advised. Late tenders shall be rejected.

**HON. WINFRIDAH B. MOKAYA, CBS**  
**CHIEF REGISTRAR OF THE JUDICIARY**

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## **PART 1 - TENDERING PROCEDURES**

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## SECTION I: INSTRUCTIONS TO TENDERERS

### A General Provisions

#### 1 Scope of Tender

- 1.1 The Procuring Entity as defined in the TDS invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.
- 1.2 Throughout this tendering document:
- a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
  - b) if the context so requires, “singular” means “plural” and vice versa;
  - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

#### 2 Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub- contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

#### 3 Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or an institution, subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall

- nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the TDS.
- 32 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 33 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b) receives or has received any direct or indirect subsidy from another Tenderer; or
  - c) has the same - representative or ownership as another Tenderer; or
  - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
  - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants

for any part of the Contract including related Services.

- 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website [www.ppra.go.ke](http://www.ppra.go.ke)
- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 310 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 311 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the TDS
- 312 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)
- 313 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

#### **4 Eligible Goods and Related Services**

- 41 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 42 For purposes of this ITT, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" include services such as insurance, installation, training, and initial maintenance.
- 43 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components

- 44 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
  - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
  - c) goods manufactured, mined, extracted or grown in Kenya.
- 45 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

## **5. Sections of Tendering Document**

- 51 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

### **PART 1: Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

### **PART 3: Contract**

- v) Section VI - General Conditions of Contract (GCC)
- vi) Section VII - Special Conditions of Contract (SCC)
- vii) Section VIII- Contract Forms

- 52 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.
- 53 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.
- 54 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

## **6. Clarification of Tendering Document**

- 61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page

identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.

62 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

63 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

65 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

## **7. Amendment of Tendering Document**

71 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

72 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.

73 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

## **C. Preparation of Tenders**

### **8 Cost of Tendering**

81 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### **9 Language of Tender**

91 The Tender, 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. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### **10 Documents Comprising the Tender**

- 101 The Tender shall comprise the following:
- a) Form of Tender prepared in accordance with ITT11;
  - b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
  - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
  - d) Alternative Tender: if permissible, in accordance with ITT12;
  - e) Authorization: written confirmation authorizing the signatory of the Tender to commit theTenderer, in accordance with ITT19.3;
  - f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tendererqualifications to perform the Contract if its Tender is accepted;
  - g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing theTenderer eligibility to tender;
  - h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15,establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
  - i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and RelatedServices conform to the tender document; and
  - j) any other document required in the TDS.

102 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

103 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

## **11. Form of Tender and Price Schedules**

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

## **12. Alternative Tenders**

12.1 Unless otherwise specified **in the TDS**, alternative Tenders shall not be considered.

## **13. Tender Prices and discounts**

13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price ofthe Tender, including any discounts offered.

13.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

- 135 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 136 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.
- 137 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- 138 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:
- a) For Goods manufactured in Kenya:
    - i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
    - ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
    - iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.
  - b) For Goods manufactured outside Kenya, to be imported:
    - i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**;
    - ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS**;
  - c) For Goods manufactured outside Kenya, already imported:
    - i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
    - ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods

- already imported;
  - iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
  - iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**.
- d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

#### **14. Currencies of Tender and Payment**

- 141 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.
- 142 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.
- 143 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

#### **15. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

- 151 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 152 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 153 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 154 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.
- 155 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

## 16. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 161 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 162 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offersto supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producerof the Goods to supply these Goods in Kenya;
  - b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

## 17. Period of Validity of Tenders

- 171 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 172 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.
- 173 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;
  - b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

## 18. Tender Security

- 181 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 182 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 183 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- i) cash;
  - ii) a bank guarantee;

- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority, listed by the Authority; or
  - iv) a letter of credit; or
  - v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 187 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 188 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
  - b) if the successful Tenderer fails to:
    - i) sign the Contract in accordance with ITT 45; or
    - ii) furnish a Performance Security in accordance with ITT 46.
- 189 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 1810 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.
- 1811 A tenderer shall not issue a tender security to guarantee itself.

## **19. Format and Signing of Tender**

- 191 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them "COPY." In the event of any discrepancy between

the original and the copies, the original shall prevail.

- 192 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 193 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 194 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each member’s legally authorized representatives.
- 195 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

#### **D. Submission and Opening of Tenders**

##### **20 Sealing and Marking of Tenders**

- 20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
  - b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
  - c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
    - i) in an envelope or package or container marked “ORIGINAL – ALTERNATIVE TENDER”, the alternative Tender; and
    - ii) in the envelope or package or container marked “COPIES-ALTERNATIVE TENDER”, all required copies of the alternative Tender.
- 202 The inner envelopes or packages or containers shall:
- a) bear the name and address of the Procuring Entity.
  - b) bear the name and address of the Tenderer; and
  - c) bear the name and Reference number of the Tender.
- 203 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the **TDS** where such documents should be received.
  - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
  - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

## **21. Deadline for Submission of Tenders**

- 21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.
- 21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **22. Late Tenders**

- 22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## **23. Withdrawal, Substitution, and Modification of Tenders**

- 23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
  - b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.
- 23.3 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.
- 23.4 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

## **24. Tender Opening**

- 24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.
- 24.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 24.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution

shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

- 244 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 245 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.
- 246 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the TDS.
- 247 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 248 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) the Tender Price, per lot (contract) if applicable, including any discounts;
  - c) any alternative Tenders;
  - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
  - e) number of pages of each tender document submitted.
- 249 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

## **E. Evaluation and Comparison of Tenders**

### **25. Confidentiality**

- 25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 25.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

### **26. Clarification of Tenders**

- 26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase

or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

## **27. Deviations, Reservations, and Omissions**

27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

## **28. Determination of Responsiveness**

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 28.2.

28 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
  - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## **29. Non-conformities, Errors and Omissions**

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

293 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**. The adjustment shall be based on the *average* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

### **30. Arithmetical Errors**

30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail.

30.2 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

### **31. Conversion to Single Currency**

31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS**.

### **32. Margin of Preference and Reservations**

32.1 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender, and hence no margin of preference shall be allowed. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
- b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
- c) goods manufactured, mined, extracted or grown in Kenya.

32.3 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

32.4 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.

32.5 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are

appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

### **33. Evaluation of Tenders**

- 33.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) substantially responsive to the tender documents; and
  - b) the lowest evaluated price.
- 33.2 Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
  - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
  - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
  - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 33.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.
- 33.5 The Procuring Entity's evaluation of a Tender will include and consider:
- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
  - b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;
- 33.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

### **34. Comparison of Tenders**

34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

### **35. Abnormally Low Tenders**

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

35.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

### **36. Abnormally High Tenders**

An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.4 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.5 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **37. Post Qualification of the Tenderer**

37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

372 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to IIT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

373 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

### **38. Lowest Evaluated Tender**

38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

### **39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.**

39.1 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 notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

## **F. Award of Contract**

### **40. Award Criteria**

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

### **41. Notice of Intention to enter into a Contract**

Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

### **42. Standstill Period**

42.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of ~~14~~ days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

422 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

#### **43. Debriefing by the Procuring Entity**

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

#### **44. Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

#### **45. Signing of Contract**

45.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

45.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

45.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

#### **46. Performance Security**

46.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.

46.3 Performance security shall not be required for a contract, if so specified in the TDS.

#### **47. Publication of Procurement Contract**



ITT 6.1	<p>Address where to send enquiries is <a href="mailto:dscms@court.go.ke">dscms@court.go.ke</a> and/or  <b>THE CHIEF REGISTRAR OF THE JUDICIARY</b>  <b>Attn. THE DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICES</b>  <b>SUPREME COURT BUILDING, CITY HALL WAY</b>  <b>P.O. BOX 30041-00100,</b>  <b>NAIROBI, KENYA</b></p> <p>to reach the Procuring Entity not later than - <b>Five (5) DAYS TO THE CLOSING DATE OF THE TENDER.</b></p> <p>(a) The Procuring Entity publish its response at the _ <b>Judiciary's Website:</b> <a href="http://www.judiciary.go.ke">www.judiciary.go.ke</a> <b>The Public Procurement Information Portal (PIIP) Website:</b> <a href="http://www.tenders.go.ke">www.tenders.go.ke</a> _</p>
ITT 6.2	<p>There shall be a <b>Pre-Tender Conference to be held virtually on 10<sup>th</sup> April 2026 at 10.00 AM</b> and tenderers are encouraged to attend through the link:  <a href="https://tinyurl.com/yfm5jxsk">https://tinyurl.com/yfm5jxsk</a></p>
ITT 6.3	<p>The questions to reach the Procuring Entity not later than <b>Five (5) Days to the closing date of the tender</b></p>
ITT 6.5	<p>The Minutes of the Pre-Tender meeting will be in form an addendum and shall be published on the <b>JUDICIARY'S WEBSITE:</b> <a href="http://www.judiciary.go.ke">www.judiciary.go.ke</a> <b>and THE PUBLIC PROCUREMENT INFORMATION PORTAL (PIIP) WEBSITE:</b> <a href="http://www.tenders.go.ke">www.tenders.go.ke</a> _</p>
	<p><b>C. Preparation of Tenders</b></p>
ITT 10 (j)	<p>The Tenderer shall submit the following additional documents in its Tender: <i>N/A</i></p>
ITT 12.1	<p>Alternative Tenders "<i>Shall Not</i>" be considered.</p>
ITT 13.4	<p>The prices quoted by the Tenderer "<b>Shall Not</b>" be subject to adjustment during the performance of the Contract.</p>
13.8 (c) (iv)	<p>Place of final destination (Project Site) is the <b>JUDICIARY SUPREME COURT</b></p>
ITT 14.2	<p>Foreign currency requirements <b>Not Allowed.</b></p>
ITT 15.4	<p>Period of time the Goods are expected to be functioning (for the purpose of spare parts):  <i>N/A</i></p>
ITT 16.2 (a)	<p>Manufacturer's authorization is: <b>REQUIRED</b></p>
ITT 16.2 (b)	<p>After sales service is: <b>APPLICABLE</b></p>
ITT 17.1	<p>The Tender validity period shall be <b>120</b> days.</p>
ITT 17.3	<p>(a) The Number of days beyond the expiry of the initial tender validity period will be  <u>  N/A  </u> days.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>(i) _____ <b>By</b>  <u>  N/A  </u> % of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and</p> <p>(ii) _____ <b>By</b> _____</p>

ITT 18.1	Tender security of Kenya Shillings five Hundred Thousand Only (Kshs. 500,000.00) and in the form of a guarantee issued by Financial Institutions approved and licensed by the Central Bank of Kenya (CBK) or by Insurance Companies registered and licensed by the Insurance Regulatory Authority (IRA) addressed and payable to the Chief Registrar of the Judiciary and valid for one hundred and fifty days (150) days from the tender closing date.
ITT 19.1	In addition to the original of the Tender, the number of copies is: <b>Original and one soft copy</b>
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of Power of Attorney
	<b>D. Submission and Opening of Tenders</b>
ITT 21.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is:

	<p><b>THE CHIEF REGISTRAR OF THE JUDICIARY</b>  <b>Attn. THE DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICES</b>  <b>SUPREME COURT BUILDING, CITY HALL WAY</b>  <b>P.O. BOX 30041-00100 NAIROBI, KENYA</b></p> <p>The deadline for Tender submission is: <b>20<sup>th</sup> April, 2026 at 1000hrs</b>  The electronic Tendering submission procedures shall be: <i>N/A</i></p>
ITT 24.1	Tenders will be opened immediately thereafter in the presence of the designated tenderers, representatives who choose to attend at Supreme Court Building 2 <sup>nd</sup> Floor, Room No.74 or as will be advised. Late tenders shall be rejected.
ITT 24.6	The number of representatives of the Procuring Entity to sign is as per the appointment Letters
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <i>Kshs.</i> The source of exchange rate shall be: <i>The Central Bank in Kenya.</i> The date for the exchange rate shall be: <i>Closing/Opening date of the Tender.</i>
ITT 32.3	A margin of preference and/or reservation <i>N/A</i> apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III - Evaluation and Qualification Criteria.
ITT 32.5	The invitation to tender is to the following group that qualify for Reservations <i>_N/A</i>
ITT 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i>  (a) Deviation in Delivery schedule: <i>NO</i> (b) Deviation in payment schedule: <i>NO</i> (c) the cost of major replacement component, mandatory spare parts, and service: <i>NO</i> (d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender <i>NO</i> (e) Life cycle costs: the costs during the life of the goods or equipment <i>No</i>
<b>F. Award of Contract</b>	
ITT 41.1	The maximum percentage by which quantities may be increased is: <i>N/A</i> The maximum percentage by which quantities may be decreased is: <i>N/A</i>

ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed _____N/A____% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance security is N/A
ITT 49.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <b>The Chief Registrar of The Judiciary</b>  Procuring Entity: <b>THE JUDICIARY</b>  Email address:  <a href="mailto:chiefregistrar@court.go.ke">chiefregistrar@court.go.ke</a>  <i>copy to. <a href="mailto:dscms@court.go.ke">dscms@court.go.ke</a></i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Tendering Documents; and</li> <li>2. the Procuring Entity’s decision to award the contract.</li> </ol>

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 1. General Provisions

- 1.1** Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
  - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
  - c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2** This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

### 2. Evaluation of Tenders (ITT 33)

#### 2.1 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be substantially responsive to the tender documents;
- b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and
- c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

#### 2.2 Evaluation of Tenders

##### **Preliminary examination for Determination of Responsiveness**

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

##### **STAGE 1. PRELIMINARY EVALUATION CHECKLIST**

Documentary evidence in form of copies must be provided for the requirements stated below. **100% compliance** will be required to proceed to the next evaluation stage. Failure to provide ANY of the requirements leads to disqualification. The bidder has to pass ALL the criteria.

Note that bidders are encouraged to arrange their documents sequentially for ease of Retrieval as per evaluation criteria detailed below;

SN	Parameters/Requirements	√ or X
1.	Copy of certificate of Registration/Incorporation under the Companies	
2.	A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority	
3.	Must provide a copy of CR12 certificate within the last three (3) months from the tender closing date	
4.	Valid business permit.	
5.	Must submit a Power of Attorney confirming authorization to sign on behalf of the Tenderer	
6.	Form of Tender Duly Completed, Signed and Stamped by the Tenderer in the format provided.	
7.	For a joint venture partnership, Must Submit copies of <b>the Joint Venture</b> agreements or signed contracts.	
8.	Must Submit a Tender Security of Kenya Shillings Five Hundred Thousand Only (Kshs. 500,000.00) valid for 150 days from tender closing date and in the form of a guarantee issued by a financial institution approved and licensed by Central Bank of Kenya (CBK) or by an Insurance Company registered and licensed by the Insurance regulatory Authority (IRA), <b>Addressed and payable to the Chief Registrar of the Judiciary</b>	
9.	Price Schedule Completed, Signed and Stamped by the Tenderer in the format provided	
10.	Must fill, sign and stamp the Confidential Business Questionnaire in the format provided	
11.	Must fill, sign and stamp the Declaration and Commitment to the Code of Ethics in the format provided	
12.	Must fill certificate of independent tender determination in the format provided <b>tick item (5 (a) or (b))</b>	
13.	Must fill Self declaration forms SD 1: - self-declaration that the person / Tenderer is not debarred in the matter of the Public	
14.	Must fill Self declaration forms SD 2: - self-declaration that the person / Tenderer will not engage on any corrupt or fraudulent practice	
15.	Manufacturer's Authorization/ Proof of Dealership (dealership authorization letter/certificate) if they are not the manufacturers	
16.	<b>All pages of the tender documents must be duly paginated sequentially.</b> <b>NB: Serialisation of all your copies of the bid documents should be done continuously i.e 1, 2,3,4,5 ..... from the first page to the last page</b>	
<b>TOTAL SCORE (RESPONSIVE/NON-RESPONSIVE)</b>		

**STAGE 2: TECHNICAL COMPLIANCE EVALUATION**

The Tenderers will be evaluated for suitability and compliance to the technical requirements.

**STAGE 2A. MANDATORY TECHNICAL EVALUATION**

The Judiciary shall evaluate tenders according to specific criteria based on the technical specifications (Stage 2A). All the parameters are critical and **MANDATORY**.

Bidders are expected to indicate their compliance with the requirements below by indicating yes or no in the tables below

Any item with a no compliance mark shall be declared non-responsive and will lead to automatic disqualification.

**PART I: MOBILE COURT TRUCK REQUIREMENTS**

MOT&I/MTD/QMS/1539

SPECIFICATION NO. MTD-2525-048-26 1 of 195			Page	
TENDERER'S NAME:			NO:	
TENDER NO: QTY:		ITEM NO:		
DESCRIPTION: MOBILE COURT TRUCK, 6x4, L.W.B., 7,000 - 10,000cc, DIESEL.				
	SPECIFICATION	REQUIRED	TENDERER'S RESPONSE	EVALUTORS REMARK (✓ OR X)
<b>1.</b>	<b>CAB CHASSIS</b>			
	Make	-		
	Model	-		
	Country of origin	-		
	Manufacturer's specifications and literature, authority supplied.	Yes mandatory	----- (Y/N)	
<b>2.</b>	<b>GENERAL</b>			
a)	A standard production, mobile court truck, 7,000-10,000cc, 6x4, diesel of latest design in class, robust construction, in current production.	Yes, Yes, Yes	----- (Y/N)	
b)	Supplied new, unused, of the latest technology and current production.	Yes	----- (Y/N)	

c)	Designed to heavy duty specifications, capable of operating in tropical conditions in extremes of mud, sand, heat and dust.	Yes, Yes	----- (Y/N)	
d)	Most suitable for operating on both "on and off" road conditions and in rough, desert, semi-desert, remote terrains and vehicle body able to withstand these conditions without damage.	Yes	------(Y/N)	
e)	Most suitable as a mobile court truck for rough, arid and semi -arid areas.	Yes	----- (Y/N)	
f)	Control Forward/Normal	Specify	-----	
<b>3.</b>	<b>DIMENSIONS, WEIGHTS AND PERFORMANCE</b>			
a)	Overall length approx.	11,500 mm	-----mm	
b)	Overall width approx.	2,600 mm	-----mm	
c)	Overall height, min.	3,800 mm	----- mm	
d)	Length of chassis aft of cab, min.	8,000 mm	----- mm	
e)	Wheelbase approx.	5,600 mm	----- mm	
f)	Ground clearance, min.	220 mm	----- mm	
g)	Max. G.V.W. min.	25,000 kg	-----kg	
h)	Payload approx.	14,000 - 18,000 kg	-----kg	
i)	Permissible /legal front (steering) axle load, max.	8,000 kg	-----kg	
j)	Permissible /legal rear (for dual wheels) axle load, max.	18,000 kg	-----kg	
k)	Turning radius, approx.	10,000 mm	----- mm	
l)	Wading depth, min.	400mm	-----mm	
<b>4.</b>	<b>ENGINE</b>			
a)	Make	-		
b)	Model	-		
c)	Country of origin	-		
d)		Yes		

	Engine performance curves supplied.		----- (Y/N)	
e)	Diesel Engine, water cooled, 4 Stroke.	Yes, Yes, Yes	----- (Yes/No)	
f)	Mode of aspiration. (Natural/Turbocharged)	Specify	----- -	
g)	Piston displacement range.	7,000-10,000cc	-----cc	
h)	Number of cylinders, min.	6		
i)	Maximum power output, (Kw/rpm), min.	250HP/2,200rpm	----- HP/rpm	
j)	Maximum torque developed, (NM/rpm), min.	900NM/1,800rpm	----- NM/rpm	
k)	Air cleaner type, disposable/ oil bath.	Specify	-----	
l)	Oil and fuel filter type	Disposable	-----	
m)	Average fuel consumption (on full load)	Specify	-----km/l	
n)	Fuel tank capacity, min.	350 Lt	----- Lt	
o)	Extra fuel tank fitted Capacity	Yes Specify	----- (Yes/No) -----Lt	
p)	Engine derated for altitude.	7000ft ASL	-----	
<b>5.</b>	<b><u>CLUTCH AND TRANSMISSION</u></b>			
a)	Clutch, dry type, single plate	Yes, Yes	----- (Yes/No)	
b)	Clutch, system actuation, Hydraulic	Yes	----- (Yes/No)	
c)	Gearbox, synchromesh.	Yes	----- (Yes/No)	
d)	Number of speeds, min.	6F, 1R	-----F/---- R	
e)	Drive configuration.	6x4	----- x----- --	
f)	Manual transmission	Yes, Mandatory	----- (Yes/No)	
<b>6.</b>	<b><u>BRAKES AND TYRES</u></b>			

a)	Brakes, hydraulic-pneumatic assisted.	Yes	----- (Yes/No)	
b)	Mechanical parking brake to act on transmission.	Yes	----- (Yes/No)	
c)	Rear tyres.	Dual	----- --	
d)	Tires locally available.	Yes	----- (Yes/No)	
e)	Optimum tire size	Specify	----- ---	
fe)	Suspension, front and rear heavy duty leaf springs with telescopic shock absorbers at front.	Yes, Yes	----- (Yes/No)	
g)	Brakes, hydraulic-pneumatic assisted.	Yes	----- (Yes/No)	
<b>7.</b>	<b>STEERING, CONTROL AND CAB.</b>			
a)	Right Hand drive steering	Yes	----- (Yes/No)	
b)	Steering type.	Assisted	----- (Yes/No)	
c)	All steel, spacious cab to seat 3 passengers comfortably.	Yes	----- (Yes/No)	
d)	Adjustable driver's seat.	Yes	----- (Yes/No)	
e)	All seats to have safety belts that conforming to KEBS 06-664 : 1985 standard	Yes Mandatory	(Y/N)	
f)	Right Hand drive steering	Yes	----- (Yes/No)	
<b>8.</b>	<b>ELECTRICAL SYSTEM AND INSTRUMENTS</b>			
a)	System voltage, negative earth.	24V, Yes	(Y/N)	
b)	Battery capacity and size, approx.	2x12V, 130AH		
c)	Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	(Y/N)	
d)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	(Y/N)	
e)		Yes	(Y/N)	

	Room/door warning light indicator at the dashboard, to indicate when the doors are open.			
<b>9.</b>	<b>EQUIPMENT</b>			
a)	Laminated (safety) windshield.	Yes	(Y/N)	
b)	Sunvisors supplied.	Yes	(Y/N)	
c)	Rear view mirrors (external both sides and internal) supplied.	Yes	(Y/N)	
d)	Full size spare tyre with rim and carrier mounted under truck.	Yes	(Y/N)	
e)	Hydraulic (telescopic) jack, wheel brace and manufacturer's standard tools, supplied.	Yes, Yes, Yes	(Y/N)	
f)	Suitable size toolbox completes with tools to be fitted under body on the left side.	Yes	(Y/N)	
g)	Anti-theft gear lock fitted	Yes, Mandatory	(Y/N)	
h)	Suitable size rear mudguards fitted.	Yes, Mandatory	(Y/N)	
i)	Vehicle to be fitted with electronic speed governor	Yes, Mandatory	(Y/N)	
j)	Governor to limit maximum speed to 80km/hr	Yes, Mandatory	(Y/N)	
k)	Governor to be tamper proof	Yes, Mandatory	(Y/N)	
l)	Governor to be inspected by CM&TE before delivery	Yes, Mandatory	(Y/N)	
m)	Manufacturer's standard tools, first aid kit, safety triangles and fire fighting equipment supplied	Yes, Mandatory	(Y/N)	
<b>10.</b>	<b>WARRANTY</b>			
a)	Specimen of vehicle warranty to be submitted when tendering.	<b>Yes</b>	----- (Y/N)	
b)	Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	----- (Y/N)	
c)	Warranty duration min., 12 Months or 50,000 Km whichever occurs first.	Specify	----- Months  ----- Km	
<b>11.</b>	<b>MANUALS</b>			
a)	All literature in English language.	Yes	----- (Y/N)	

b)	Repair manuals/CD supplied.	Specify which available 1 per vehicle	----- - ----- (Y/N)	
c)	Parts catalogue/CD supplied.	Specify which available 1 per vehicle	----- - ----- (Y/N)	
d)	Driver's handbook and service schedule supplied.	1 per vehicle Mandatory	----- (Y/N)	
<b>12.</b>	<b>REAR BODY FABRICATED COURT HOUSE</b>			
a)	Make	-		
	Model	-		
b)	Country of origin.	-		
c)	Manufacturer's literature and specifications supplied.	Yes	(Y/N)	
d)	Detailed engineering drawings and dimensions of the body supplied.	Yes (Mandatory)	----- (Y/N)	
<b>13.</b>	<b>REAR BODY FABRICATED COURT SPACE</b>			
a)	A fully digital, self-contained mobile courtroom capable of extending judicial services through physical and virtual hearings anywhere.	Yes, Yes, (Mandatory)	(Y/N)	
b)	All body construction and fitments to comply with Kenya Traffic Act, Cap 403.	Yes	(Y/N)	
c)	All body construction and installations to comply with the chassis manufacturer's specifications.	Yes	(Y/N)	
<b>14.</b>	<b>REAR BODY CONSTRUCTION</b>			
a)	Inside length, approx.	8,000 mm	mm	
b)	Inside height, approx.	2,100 mm	mm	
c)	Inside width, approx.	2,600 mm	mm	
d)	Floor cross members of pre-stressed channel sections, 100 x 50 x 6mm equidistantly spaced at a maximum of 500mm apart.	Yes, Yes, Yes	(Y/N)	
e)	C section sub chassis frame with c section transverse cross members welded with additional brackets suitable for U bolt mounting, Heavy	Specify Rubber / timber size Yes	x mm	

	duty rubber / timber member under main chassis beams			
f)	Body secured to chassis by U bolts, diameter, and 16mm, held in position on chassis by suitable V-blocks.	Yes Specify size and number	(Y/N) Mm No.	
g)	Body floor fabricated from laminated marine grade waterproof core materials 20mm thick covered with grey speckled linoleum floor material with minimum joints and turned edge skirting finishing in PVC or aluminium extrusions	Yes	(Y/N)	
h)	Body, side walls to made from Ferrotuff or equivalent fully insulated panels with PIR PUF foam injected at 40kg/m <sup>3</sup> and pre-painted steel skins on both inside and outside, Aluminium or Steel profiled edge trims etc. for heat regulation	Yes Mandatory	(Y/N)	
i)	Body to have internal corrosion protection and antirust compound applied to the underbody for seaside operations	Yes Mandatory	(Y/N)	
k)	Suitably fitted with one door access door and retractable ladder at the front near side for Magistrate use and one at the rear for public access.	Yes Mandatory	(Y/N)	
l)	The access door should have a fixed glass window built in, emergency release handle from inside, and be made from high quality steel powder coated in white finish with rubber gasket for weather proofing. The retractable staircase must be galvanized and with a removable hand rail.	Yes Mandatory	(Y/N)	
m)	Sides fitted with safety tinted sliding windows to provide adequate ventilation for the participants at the back during court sessions	Yes Specify size & No	(Y/N) -----x-----mm, -----No.	
n)	An additional access door with an elevator fitted at the back for access by persons with disabilities. The wheel chair lift will be provided in such a way that it is safe to move a	Yes Mandatory	(Y/N)	

	client into the vehicle. The access door will be wide enough for the wheelchair lift.			
o)	The interior of the rear body partitioned into two main rooms: the Courtroom and the Toilet/Server Room using rigid core or equivalent core material panels with white maintenance free fibre glass panel finish.	Yes Mandatory	(Y/N)	
p)	The main partition for use as the courtroom to accommodate a minimum capacity of 11 people, including the Magistrate, the Court clerk and 9 participants	Yes	(Y/N)	
q)	An exterior foldable canopy from the rear to provide shade outside for at least 10 No. people following proceedings from outside the truck	Yes	----- (Y/N)	
r)	To have adequate roof mounted storage compartment with sliding windows for storage of bulk files to meet the court's daily demands	Yes	----- (Y/N)	
<b>15.</b>	<b>MAGISTRATES WASHROOM</b>			
a)	The smaller partition of the container at the front to be fitted with an RV Cassette toilet compartment approx. 1,200 x 1,200 x 2,100 mm	Yes Mandatory	(Y/N)	
b)	The RV toilet cassette compartment to also be fitted with a stainless steel wash hand basin, a tissue holder and a soap dispenser	Yes Mandatory	(Y/N)	
c)	The toilet cassette to be a swivel seat toilet with an under seat portable waste water tank approx. 20L capacity to allow users periodically dump waste without need for a traditional sewer	Yes Mandatory	(Y/N)	
d)	Vehicle to have a roof mounted clean water storage with a minimum capacity of at least 500 Litres to serve as the main water supply for the wash hand basin and the external tap	Yes	----- (Y/N)  ----- Litres	
e)		Yes		

	The compartment to be fitted with a roof mounted extraction fan for removal of waste gases	Mandatory	----- (Y/N)	
f)	An external water tap fitted for external use but connected to the main tank at the roof	Yes	----- (Y/N)	
<b>16.</b>	<b>AIR CONDITIONING</b>			
a)	To supply a single split air conditioning units with a single high wall unit fitted behind the magistrate's seat of approx. 18,000 btu/hr	Yes Mandatory Specify capacity	----- (Y/N)  ----- btu/hr	
b)	To have a single outdoor unit fitted on the outside above the driver's cabin	Yes	----- (Y/N)	
c)	To have adequate roof mounted acoustic padding for noise cancellation from the air conditioning unit behind the magistrate's seat	Yes	----- (Y/N)	
v)	To supply at least 4 No. portable desk fans to be utilized as backups in the case where the solar power output is insufficient to run the air conditioning system	Yes	----- (Y/N)	
<b>17.</b>	<b>WORK STATIONS</b>			
a)	Magistrate provided with a smart type executive floor mounted working table of sizes approx. 1,300 x 600 x 900mm	Yes Specify size & Material	---x---x--- mm	
b)	Court clerk also provided with a smart type executive floor mounted working table of sizes approx. 1,200 x 600 x 900mm to be stationed next to the magistrate's table	Yes Specify size & Material	---x---x--- mm	
c)	A floor mounted smart type Conference table fitted for the participants of the proceedings with ample space for 8-10 participants minimum, approx. 2,500 x 1,000 x 900mm	Yes Specify size & Material	---x---x--- mm	
d)	Workstation fitted near the public access stairway for registration of persons into the mobile court approx. 900 x 600 x 900mm	Yes Specify size & Material	---x---x--- mm	

e)	A high back, swivel type leather seat with head rest provided for the magistrate's work station	Yes	(Y/N)	
f)	2 No. mid back, fixed type fabric seats provided for the other two court officer's working stations	Yes	(Y/N)	
g)	Foldable wall mounted aluminium seats for the participants on either side of the conference table to house 8-10 participants during the proceedings	Yes Specify size & No	(Y/N) -----x-----mm, -----No.	
h)	To provide for at least 10 No. foldable seats for participants following the proceedings from the foldable canopy outside the truck	Yes Specify No.	(Y/N) -----No.	
i)	To provide for at with a floor mounted lockable fire proof cabinet/safe for storage of confidential court documents approx. 600 x 900 x 1,200mm	Yes Mandatory Specify size	(Y/N) ----x----x---- mm	
<b>18.</b>	<b>ELECTRICAL WORKS AND INSTALLATIONS</b>			
a)	Lighting system and Power points as per the attached electrical works specifications	Yes Mandatory	----- (Y/N)	
b)	Fire alarm system as per the attached electrical works specifications	Yes Mandatory	----- (Y/N)	
c)	Power Distribution System as per the attached electrical works specifications	Yes Mandatory	----- (Y/N)	
d)	CCTV and Security Surveillance infrastructure as per the attached electrical works specifications	Yes Mandatory	----- (Y/N)	
e)	Network Infrastructure as per the attached electrical works specifications	Yes Mandatory	----- (Y/N)	
f)	Solar Installation works as per the attached electrical works specifications	Yes Mandatory	----- (Y/N)	
g)	Audio visual equipment as per the attached electrical works specifications	Yes Mandatory	----- (Y/N)	
h)		Yes Mandatory	----- (Y/N)	

	Computers and Printers as per the attached electrical works specifications			
<b>19.</b>	<b>BODY FINISH</b>			
a)	Body builders to have truck body inspected (by Certifying officer, Vehicle inspection Unit) for compliance with Traffic Act prior to delivery to user.	Yes, Yes, Yes	(Y/N)	
b)	Powder coated Stone guards fitted for tail/front lights protection.	Yes (Mandatory)	(Y/N)	
c)	Necessary painting, under sealing, use of stainless steel and other protective measures against corrosion to be done accordingly.	Yes (Mandatory)	(Y/N)	
d)	Final external colour, branding and signage to be as per customers choices	Yes (Mandatory)	(Y/N)	
<b>20.</b>	<b>BODY WARRANTY</b>			
a)	Same as vehicle warranty.	Yes (Mandatory)	----- (Y/N)	
<b>21.</b>	<b>OTHER REQUIREMENT</b>			
a)	Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes Mandatory	_____(Y/N)	
b)	Vehicle to be registered with the Registrar of Motor Vehicles.	Yes	----- (Yes/No)	
c)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer for compliance with the specification prior to delivery to the user.	Yes Mandatory	_____(Y/N)	
d)	Network Infrastructure, Surveillance and Audio Visual Equipment to be inspected by the Chief Engineer Electrical for compliance with the specification prior to delivery to the user.	Yes	_____(Y/N)	
e)	Franchise holder (representative in Kenya) If not, specify relationship with the Franchise holder	Yes Specify whether agent/dealer	_____(Y/N) ----- ---	
f)	Availability of spare parts.			

		Indicate motor vehicle dealers who stock spare parts.	----- ----- ----- -----	
g)	Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshop facilities.	Specify	----- ----- -----	
h)	Firm to offer local training services for a) Drivers on daily maintenance checks and operation of the vehicle; b) Electrical technician on network, CCTV and audio visual equipment installation and operation	Yes specify number of days.	_____(Y/N) -----days	
Tenderer's Signature _____		Official Stamp _____		

**PART A: PARTICULAR SPECIFICATIONS FOR ELECTRICAL INSTALLATION WORKS**

**1.MINIMUM TECHNICAL SPECIFICATIONS FOR LED LAMPS/ LIGHTING FITTINGS**

LED TUBES, PANELS & BULBS LIGHT FITTING TECHNICAL SPECIFICATIONS			EVALUATOR'S REMARKS (✓OR X)
IEC Compliant			
Item	Minimum Specifications	Tenderers To comply (YES/NO)	
Brand	State the brand, model and attach Technical Brochure (Mandatory)		
Operating	<ul style="list-style-type: none"> <li>○ Voltage range: 240 V ac</li> <li>○ Frequency range: 50-60Hz</li> <li>○ Power factor <math>\geq 0.9</math> lagging</li> <li>○ Total Harmonic Distortion (THD)<math>&lt;15\%</math></li> <li>○ Ambient temperature range -10 to +35 °Operating</li> </ul>		

	<ul style="list-style-type: none"> <li>○ Colour Consistency above 5SDCM</li> </ul>		
Performance	<ul style="list-style-type: none"> <li>○ System efficacy <math>\geq</math> 100lm/W</li> <li>○ Lamp colour temperature: 4000K - 6500K</li> <li>○ Colour Rendering Index <math>\geq</math> 80</li> <li>○ Median useful life <math>\geq</math> 30000 h</li> </ul>		
Standards Compliance	CB/EMC/CE		
General	<ul style="list-style-type: none"> <li>○ Driver/power unit/transformer - PSU-E</li> <li>○ Optical cover/lens type - Polystyrene bowl/cover prismatic</li> <li>○ Protection class IEC - Safety class II (II)</li> </ul>		

## 2.SINGLE PHASE INDUSTRIAL SOCKET

S/N	Item	Minimal Specification	Tenderers To comply (YES/NO)	EVALUATOR'SREMARKS (✓OR X)
1	Industrial Power Socket (Tronic or Equivalent)	Industrial panel-mount socket, IEC 60309 or equivalent, 230V AC, single phase, 32A, 2P+E, suitable for generator connection.		
2	Protection Rating	Minimum IP44 (splash-proof) or better, suitable for outdoor/vehicle installation.		

3	Construction	Heavy-duty, impact-resistant industrial housing with protective cover/cap.		
4	Compliance	Compliant with relevant IEC / CE or equivalent electrical safety standards.		

### 3.GENERATOR SPECS

S/no	Description	Specification	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Max Power Output	12.5 kVA / 10.0 kW		
2.	Phase	Single Phase (230V)		
3.	Engine Type	4-Stroke, Air-Cooled		
4.	Noise Level	65 - 70 dB(A) @ 7m		
5.	Fuel Tank Capacity	30 - 35 Liters		
6.	Run Time	9 - 12 Hours		
7.	Fuel Consumption	~2.0 - 3.0 L/hr		
8.	Starting System	Electric Key Start Includes manual recoil backup and ATS auto-start.		
9.	Voltage Regulation	AVR (±1%)		
10.	Weight	~158 kg		
11.	Battery	In-built 12v/24V Battery		
12.	Dimensions	960 x 560 x 890 mm		
13.	Automatic Transfer Switch	Built in ATS		
14.	Alternator	100% Copper		

15.	Control Panel	Digital Control Panel Provides real-time monitoring of voltage, frequency, and total running hours for maintenance tracking		
16.	RPM	1500		
17.	Safety	Low-oil shutdown and overload protection to prevent engine and alternator damage.		

#### 4.Solar Energy System

S/no	Component	Technical Specification	Tenderers to comply (YES/NO)	EVALUATOR'SREMARKS (✓OR X)
1.	10kva Inverter	Type: Pure Sine Wave Hybrid Inverter Rated Power: 10,000VA / 8,000W - 10,000W Surge Power: 20,000VA (5-10 Seconds) Efficiency: Peak >93% Transfer Time: <10ms (UPS Grade)		
2.	Solar Charging (MPPT)	Controller Type: Built-In MPPT Max PV Array: 8,000W - 10,000W MPPT Voltage Range: 120VDC - 450VDC Max Charge Current: 80A - 120A		
3.	10kwh Battery Bank	Chemistry: Lithium Iron Phosphate (Lifepo4)		

		Configuration: 51.2V 200Ah Usable Energy: ~9.2kwh (At 90% Dod) Cycle Life: >6,000 Cycles @ 80% Dod Communication: RS485/CAN Bus For Inverter BMS Sync		
4.	Solar Panel Array	Panel Type: Monocrystalline (Half-Cut Cells) Total Capacity: ~3,000W Quantity: 4 Panels (750W Each) Surface Area: Approx. 40m <sup>2</sup> - 50m <sup>2</sup>		
5.	Mounting & Structure	Material: Anodized Aluminum Rails & Stainless-Steel Clamps Design: Wind Load Rated (Up To 130km/H); Roof-Specific (Tiled/Tin/Flat)		
6.	Protection & Safety	DC Side: DC Breakers, Surge Protection (SPD), String Fuses AC Side: AC Breaker, Voltage Protector, Earth Leakage Indicators: LED/LCD Status Display & Wi-Fi Mobile App Monitoring		
7.	System Compatibility	Integration: Grid-Tie with Battery Backup (Hybrid) Or Fully Off-Grid Warranty: 2-5 Years (Inverter); 5-10 Years (Battery); 25 Years (Panels)		

## MINIMUM REQUIREMENTS FOR THE ICT AND AUDIOVISUAL WORKS

### A. STRUCTURED CABLING WORKS

#### 1. ISP

- i. Satellite Based Internet Router

S/N	Item	Minimal Specification	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1	Satellite Internet Service for Land Mobility	The bidder shall provide a satellite-based internet service for land mobility as Starlink Local Priority or Approved Equivalent.		
2	Data Service	The service shall include a minimum of 2 TB (2000 GB) of Priority Data per month per site. While Priority Data is available, the service shall deliver a minimum sustained throughput of not less than 40 Mbps download and not less than 8 Mbps upload, measured at the customer edge device. Upon exhaustion of the 2 TB Priority Data, the service shall continue to provide unlimited data at a minimum guaranteed throughput of not less than 1 Mbps download and not less than 0.5 Mbps upload.		
3	Mobility Capable Satellite User Terminal	The bidder shall supply a satellite user terminal suitable for land mobility or transportable deployment, compatible with the proposed service and capable of supporting the specified Priority service performance. The terminal shall be supplied complete with manufacturer-recommended power supply, mounting accessories, and all required interconnection cables.		
4	Vehicle Mounting Kit	The bidder shall provide a vehicle-grade mounting kit suitable for permanent or semi-permanent installation on a truck roof, including vibration-resistant mounting hardware, weatherproof sealing, and cable entry accessories. The mounting solution shall be rated for outdoor use and continuous operation in mobile environments.		
5	Power Supply and DC Integration	Appropriate power supply compatible with vehicle electrical systems (12V/24V DC and/or 230V AC), including necessary converters, protection devices, fuses, and cabling.		

6	Documentation	The bidder shall provide as-built documentation, including network diagrams, power diagrams, equipment inventory, configuration summaries, and basic operating instructions.		
7	Warranty	All supplied hardware shall carry a minimum 12-month warranty against manufacturing defects. The bidder shall state warranty terms and replacement procedures.		
8	Scalability and Data Top-Up	The solution shall support scaling of Priority Data through additional data blocks (top-ups). The bidder shall state the unit cost per additional data block and the process for activation during the contract period.		

ii. Portable Wireless Router with Built-in Battery Backup (MIFI)

S/N	Item	Minimal Specification	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1	4G/5G Wireless Router with Built-in Battery Backup	The bidder shall supply a 4G/5G wireless router with built-in battery backup suitable for use on Safaricom's 5G network or equivalent.		
2	Network Connectivity	The device shall support 5G frequencies with automatic fallback to 4G LTE, 3G, and 2G networks.		
3	Battery Backup	Built-in battery capable of providing minimum 3 hours of continued operation when external power is unavailable		
4	Wi-Fi	The router shall provide dual-band WiFi (2.4 GHz & 5 GHz) with support for at least IEEE 802.11ac or newer standards, capable of serving a minimum of 30 concurrent devices.		

5	Ethernet Interfaces	The device shall include at least one Gigabit Ethernet WAN/LAN port and minimum two Gigabit Ethernet LAN ports for wired connectivity.		
6	SIM Support	The device shall include a SIM card slot for direct mobile network access.		
7	Antennas	Integrated high-gain antennas for cellular and Wi-Fi;		
8	Management	The router shall support web-based management and configuration, including Wi-Fi SSID configuration, security, and firmware updates.		
9	Power	The router shall be supplied with manufacturer-recommended power adapter and battery.		
10	Warranty	The device shall be covered by a minimum 12-month warranty for hardware defects and shall include local service support details.		

## 2. NETWORK INFRASTRUCTURE

### i. 24Port PoE Switch

S/N	Description	Minimum Specification	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Product	24 Port Switch		
2.	Downlinks total 10/100/1000 or PoE+ copper ports	24 ports full PoE+		
3.	Uplink configuration	4x 10G fixed uplinks		
4.	Power Supplies	Dual redundant power supplies		
5.	Default primary AC power supply	PWR-C5-600WAC		

6.	Fans	Fixed redundant		
7.	Stacking bandwidth	208 Gbps		
8.	DRAM	2 GB		
9.	Flash	4 GB		
10.	Switching capacity	128 Gbps		
11.	Forwarding rate	83.33 Mpps		
12.	VLAN IDs	1024		
13.	Total Switched Virtual Interfaces (SVIs)	512		
14.	Software	Cisco IOS XE or equivalent		
15.	Warranty	Cisco SMARTnet or equivalent		
16.	End of Life/ End of Sale (EOL)	Device should not be within the manufacturer's end of life/end of sale notice or announcement period for at least 5 years		

**ii. Wireless Access Point**

S/N	Description	Minimum Specification	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓ OR X)
17.	Product	Access Point		
18.	Networking Interface	(2) 10/100/1000 Ethernet Ports		
19.	Ports	(1) USB 2.0 Port		
20.	Buttons	Reset		
21.	Antennas	(3) Dual-Band Antennas, 2.4 GHz: 3 dBi, 5 GHz: 6 dBi		
22.	Wi-Fi Standards	802.11 a/b/g/n/ac		
23.	Power Method	Passive Power over Ethernet (48V), 802.3af/803.2at Supported (Supported Voltage Range: 44 to 57VDC)		
24.	Power Supply	PoE Adapter Included		

25.	Maximum Power Consumption	9W		
26.	Max TX Power	22 dBm		
27.	BSSID	Up to Four per Radio		
28.	Wireless Security	WEP, WPA-PSK, WPA-Enterprise (WPA/WPA2, TKIP/AES)		
29.	Mounting	Wall/Ceiling (Kits Included)		
30.	Device Management	Unifi Controller providing Real-time status, automatic UAP device detection, map loading and advanced security options.		
31.	Advanced Traffic Management	VLAN 802.1Q Advanced QoS Per-User Rate Limiting Guest Traffic Isolation Supported WMM Voice, Video, Best Effort, and Background Concurrent Clients 200+		
32.	Supported Data Rates	802.11a 6, 9, 12, 18, 24, 36, 48, 54 Mbps 802.11n 6.5 Mbps to 450 Mbps (MCS0 - MCS23, HT 20/40) 802.11ac 6.5 Mbps to 1300 Mbps (MCS0 - MCS9 NSS1/2/3, VHT 20/40/80) 802.11b 1, 2, 5.5, 11 Mbps 802.11g 6, 9, 12, 18, 24, 36, 48, 54 Mbps		
33.	Warranty	1-year Standard Manufacturer's Warranty		
34.	End of Life/ End of Sale (EOL)	Device should not be within the manufacturer's end of life/end of sale notice or announcement period for at least 3 years		

### iii. 22U Rack Cabinet with 8 Port PDU

S/N	Item	Minimal Specification	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1	Rack Cabinet - Wall Mount	22U wall-mount network rack cabinet with steel construction.		

2	Form Factor	600 mm (W) × 10000 mm (D)		
3	Mounting	Wall-mountable with appropriate anchor kits rated for equipment load.		
4	Rack Type	22U usable. Rails must be adjustable front-to-back to suit different equipment depths.		
5	Doors	Lockable tempered safety glass front door with key; solid or perforated (ventilated) rear door/panel.		
6	Side Panels	Removable side panels with locks or secure fasteners.		
7	PDU	10-port, 1.5U Rack-mountable 8outlet Power Distribution Unit (PDU) Rated 240V, 32/64A Universal Type Connector		
8	Accessories	Include mounting screws, cage nuts, washers, and any brackets required for the PDU & other devices.		

iv. **24P CAT 6A Patch Panel**

No.	Item	Minimum Specifications	Tenderers To comply (YES/NO)	EVALUATOR'SREMARKS (✓OR X)
1.	Product	Patch Panel		
2.	Construction	Shielded		
3.	CAT	CAT 6A		
4.	Port Count	48 Openings		
5.	Foot Print	2U		
6.	Color	Black		

7.	Wire Manager	Detached Manager	Wire		
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v. Cable Manager 1U Hangers

SN	Item/Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1	Type	1U Horizontal Cable Manager/Organizer		
2	Design	Slotted finger duct or ring type with cover		
3	Material	High-strength, durable, fire retardant ABS plastic or powder-coated steel		
4	Width	Standard 19-inch rack mountable (EIA-310 compliant)		
5	Height	1U		
7	Cable Entry	Fingers/slots on both top and bottom for cable routing		
8	Capacity	Supports structured cabling for copper (Cat5e, Cat6, Cat6A) and fiber		
9	Cover	Removable snap-on cover for neat appearance and dust protection		
10	Mounting	Supplied with rack-mount screws and cage nuts		
11	Color	Black (standard)		
12	Compliance	ANSI/TIA-568-C and ISO/IEC 11801 standards		

vi. UTP Cat 6A Ethernet Cable

No.	Item	Min Specification	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Standard	Cat 6A STP		

2.	Potential Bandwidth (per sec)	10Gb		
3.	Data Transmission	10/100/1000 BASE-TX		
4.	Connector Type	RJ45 8P8C (for CAT6A)		
5.	Frequency Range Minimum	250 MHz		
6.	Frequency Maximum	500 MHz		
7.	Performance Distance	120 M		
8.	Standardization	IEEE 802.3 PoE Type 1, Type 2		

vii. 1m cat 6a Patch code

No.	Item	Min Specification	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Standard	Cat 6A STP		
	Length	1m		
2.	Potential Bandwidth (per sec)	10Gb		
3.	Data Transmission	10/100/1000 BASE-TX		
4.	Connector Type	RJ45 8P8C (for CAT6A)		
6.	Performance Distance	100M		
7.	Standardization	IEEE 802.3 PoE Type 1, Type 2		

viii. 3m cat 6a Patch code

No.	Item	Min Specification	Bidder Compliance (Y/N)	Reference page/section in the bid document	EVALUATOR'S REMARKS (✓OR X)
1.	Standard	Cat 6A STP			
	Length	3m			
2.	Potential Bandwidth (per sec)	10Gb			
3.	Data Transmission	10/100/1000 BASE-TX			
4.	Connector Type	RJ45 8P8C (for CAT6A)			

5.	Performance Distance	120M			
6.	Standardization	IEEE 802.3 PoE Type 1, Type 2			

ix. **Uninterruptible Power Supply (UPS)**

SN	Item	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1	Capacity	3000VA		
2	Output Voltage	240V		
3	Output Waveform	Pure Sine Wave		
4	Input Voltage	240V		
5	Input Frequency	50/60 Hz auto-sensing		
6	Efficiency (Online)	≥ 97%		
7	Interface	SmartSlot, USB, Serial, RJ-45 (network card optional)		
8	Display	High-resolution LCD screen with status indicators		
9	Battery Type	Maintenance-free sealed lead-acid (hot-swappable)		
10	Typical Recharge Time	≤ 3 hours to 90% capacity		
11	Backup Time (50% Load)	30 minutes		
12	Backup Time (Full Load)	~7 minutes		
13	Audible Alarms	On battery, low battery, overload		
14	Surge Protection	IEEE/IEC standard compliance		
15	Communication Protocols	SNMP (with optional card), Modbus, PowerChute support		
16	Operating Temperature	0 - 40 °C		
17	Warranty	Minimum 2 years		

18	Compliance Certifications	CE, RoHS, ENERGY STAR certified		
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x. **Single Phase Voltage Stabilizer**

S/N	Item	Minimal Specification	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1	Voltage Stabilizer - Rated Amperage Capacity	30A		
2	Input Voltage Range	Shall accept a wide input voltage range of not less than 150 V to 260 V AC at 50 Hz $\pm 5\%$ , suitable for fluctuating mains (grid/inverter/generator).		
3	Output Voltage	Shall provide a regulated output voltage of 230 V AC $\pm 3\%$ under normal load conditions.		
4	Phase	Single phase input and output.		
5	Regulation Method	Shall employ automatic regulation using high-quality electromechanical / servo / transformer technology to maintain stable output voltage.		
6	Response Time	Shall have automatic correction response time not exceeding 10 ms when input voltage deviates beyond the acceptable range.		
7	Load Handling	Shall be capable of supporting inductive, resistive, and electronic loads without loss of regulation.		
8	Protections	Shall include built-in protection against: <ul style="list-style-type: none"> <li>- Over-voltage</li> <li>- Under-voltage</li> <li>- Overload</li> <li>- Short circuit</li> <li>- Over-temperature (thermal shutdown)</li> </ul>		

9	Display / Indicators	Shall include input voltage, output voltage, and operating status indicators, either analog (meters) or digital display.		
10	Cooling	Shall include adequate cooling provisions, either natural convection vents or forced air cooling, to maintain safe operating temperature under rated load.		
11	Enclosure	Shall be housed in a robust powder-coated metal enclosure with safety earth/ground terminal.		
12	Mounting	Designed and supplied with accessories for floor or wall mounting as required.		
13	Terminals	All input and output connections shall be clearly marked, suitable for 230 V AC single phase wiring.		
14	Safety Compliance	Shall comply with relevant electrical safety standards (e.g., CE, IEC, EN or locally accepted equivalents).		
15	Warranty	Shall have a minimum 12-month warranty against manufacturing defects and failure under normal conditions.		

xi. Cat 6A Face Plates (Twin)

No	Item	Minimum Specifications	Bidder Compliance (Y/N)	Reference page/section in the bid document	EVALUATOR'S REMARKS (✓OR X)
1.	Standard/compatibility	Cat 6A UTP RJ45 fit for Cat 6A keystone and modules			
2.	Accessories	Designation labels, clear label covers and mounting screws.			

3	Face Plate Characteristics	Twin Label Faceplates include pressure-release			
		designation label covers for quick, tool-less removal With icon/label provision With doors/shutters White			
4	Construction	Complete with Twin MAX RJ45 Modules Double gang faceplates for each designated work area point. UV resistant, high impact plastic			
5	Compliance	IEEE 802.3af (PoE) IEEE 802.3at (PoE+) ANSI/TIA-1096-A			
6	Standards	ISO/IEC 11801: 2002 2nd Edition (Category 6) UL CMX UL CMP and CSA FT6			

## B. CCTV SURVEILLANCE SYSTEM

## 1. Dome Camera

S/N	Item	Minimal Specification	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1	Image Sensor & Resolution	1/2.8" Progressive Scan CMOS, 2 MP (1920 × 1080) resolution.		
2	Lens & Field of View	Fixed focal lens, available in 2.8 mm or 4 mm; field of view ~106° (2.8 mm) or ~88° (4 mm).		
3	Low Light & IR	Color minimum illumination 0.0005 Lux (F1.0, AGC ON); IR/white light up to 30 m; smart light for low-light scenarios.		
4	Video Compression & Frame Rate	Supports H.265+/H.265/H.264+/H.264, up to 30 fps @ 1920×1080; bit rate 32 kbps–8 Mbps.		
5	Network & Protocols	Ethernet RJ-45 10/100 Mbps, TCP/IP, DHCP, DNS, HTTP, RTSP, NTP, UPnP, QoS, FTP, SMTP; ONVIF compatible.		
6	Power	12 VDC ±25% or PoE IEEE 802.3af (max ~7.5 W).		
7	Environmental Protection	IP67 weatherproof; IK08 vandal resistant housing.		
8	Audio & Smart	Optional mono audio support; basic smart functions (motion/vehicle/person detection when supported).		
10	Mounting & Dimensions	Compact dome form; Ø121.5 mm × 97.6 mm approx; metal base, plastic cover.		
11	Warranty	Minimum 12-month warranty against manufacturing defects.		

## 2. 8 Channel Network Video Recorder

S/N	Item	Minimal Specification	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
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1	Channels & Recording	8 IP camera inputs supporting up to 8 MP resolution per channel or better; simultaneous recording and playback on 8 channels. Supports H.265+/H.265/H.264+/H.264 codecs.		
2	Bandwidth	Minimum 80 Mbps incoming bandwidth for recording and streaming.		
3	Video Output	HDMI output supporting 4K (3840 × 2160) @ 30 Hz and standard lower resolutions; VGA output optional.		
4	Video Decoding	Supports at least 1-ch @ 8 MP or 3-6 ch @ 1080p decoding capability (smooth local playback).		
5	Storage	At least 4 SATA interface supporting internal HDD up to minimum 8 TB (expandable).		
6	Networking	1 × RJ-45 10/100/1000 Mbps network interface, supporting standard protocols (TCP/IP, DHCP, DNS, DDNS, RTSP, UPnP, HTTP/HTTPS).		
7	PoE	Models with PoE shall provide 8 PoE ports on the backplane supporting IEEE 802.3af/at.		
8	HDD	4 × 8TB HDD		
9	Warranty	Minimum 12-month warranty against defects and failure under normal		

## C. COMPUTERS/WORK STATIONS

### 1. Desktop Computer

S/N	Category	Minimum Specification	Bidder Compliance (Y/N)	Reference Information to support compliance	EVALUATOR'S REMARKS (✓OR X)
1.	Processor	5th Gen Intel Core i5-12500T - Base Freq. 2.0GHz or Equivalent			
2.	Memory	8GB DDR5, 4800 MHz			
3.	Storage	256GB PCIe NVMe SSD			
4.	Graphics	Integrated Intel UHD 770 (with CPU)			
5.	Front Ports	1× USB-C 3.2 Gen 2 2× USB-A 3.2 Gen 2 1× 3.5 mm Combo Audio Jack			
6.	Rear Ports	2× USB 3.2 Gen 2 12× USB 3.2 Gen 2 1× HDMI 2.1 1× DisplayPort 1.4 1× RJ-45			
7.	Optional Ports	VGA / HDMI / Serial / USB-C / 2.5GbE LAN via expansion			
9.	Networking	Ethernet (1× RJ-45), Wi-Fi 6, Bluetooth 5.2/5.3			
10.	Security Features	TPM 2.0, Smart Power On, Chassis Intrusion Detection, Kensington Lock			
11.	Operating System	Windows 11 Pro (or Linux,			

		depending on model)			
12.	Form Factor	1L Tiny Desktop			

## 2. 24" Desktop Monitor

S/N	Category	Specification	Bidder Compliance (Y/N)	Reference Information to support compliance	EVALUATOR'S REMARKS (✓ OR X)
1.	Display Size	23.8" (FHD) IPS Panel			
2.	Resolution	1920 × 1080 (Full HD)			
3.	Brightness	~250 cd/m <sup>2</sup>			
4.	Contrast Ratio	Static 1000:1, Dynamic up to 3,000,000:1			
5.	Refresh Rate	60 Hz			
6.	Response Time	4 ms (Overdrive), 6 ms typical			
7.	Color Gamut	72% NTSC (Gen 4), 99% sRGB (Gen 5)			
8.	Viewing Angle	178° horizontal and vertical			
9.	Ergonomics	Tilt, Swivel, Pivot, Height Adjustable (150 mm lift)			
10.	Built-in Features	Webcam (FHD IR + RGB), Dual Microphones, 2× 3W Stereo Speakers			

11.	<b>Ports</b>	HDMI 1.4, DisplayPort 1.2, USB-B 3.2 Gen 1, USB-A 3.2 Gen 1			
12.	<b>Touchscreen Option</b>	Available (on select Gen 5 models)			
13.	<b>Certifications</b>	ENERGY STAR 8.0, EPEAT Silver, TCO Edge 2.0, RoHS, GREENGUARD			
14.	<b>Power Consumption</b>	Typical: 15W, Maximum: 27W			

### 3. MFP Laser Printer

S/N	Item	Minimum Specification	Proposed Solution	EVALUATOR'S REMARKS (✓OR X)
1.	Device Type	Monochrome laser multifunction printer supporting Print, Copy, Scan and Fax in one unit.		
2.	Print Speed & Resolution	Minimum 29 pages per minute (A4); print resolution not less than 2400 × 600 dpi (equivalent).		
3.	Duplex & ADF	Automatic duplex printing and Automatic Document Feeder (ADF) with minimum 35 sheets.		
4.	Scan & Copy	Flatbed + ADF scanning; optical scan resolution minimum 600 × 600 dpi; copy		

		resolution minimum 600 × 600 dpi.		
5.	Connectivity	USB, Ethernet (10/100) and Wi-Fi (802.11 b/g/n); support for mobile printing (AirPrint/Mopria or equivalent).		
6.	Display & Controls	Integrated LCD control panel for device configuration and operation.		
7.	Paper Handling	Minimum 150-sheet input tray, minimum 50-sheet output tray; supports A4, A5, A6, B5 and Legal sizes.		
8.	Performance	Monthly duty cycle minimum 20,000 pages; recommended monthly volume suitable for small/medium office use.		
9.	Memory & Processor	Minimum 256 MB memory and processor suitable for stated performance.		
10.	Interfaces & Protocols	Supports standard network printing protocols and TCP/IP networking.		
11.	Power	220–240 V AC, 50/60 Hz input power; energy-efficient laser technology.		
12.	Consumables	Uses separate replaceable toner cartridge; toner must be readily available in the local market.		
13.	Form Factor	Desktop / office MFP form factor suitable for mobile office /		

		court truck deployment.		
14.	Warranty	Minimum 12-month warranty against manufacturing defects.		

## D. AUDIO VISUAL INFRASTRUCTURE

### 1. SOUND

#### i. USB Audio Interface Specifications

SN	Item	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Analog Audio Inputs	Microphone Preamplifier	Input Type: XLR female, balanced		
			Max Input level: +12 dBu,		
			Gain Control Range: 0 dB to +60 dB, +/-1 dB		
			Frequency Response to Main Output (at unity gain): 20-20 kHz, ±0.5 dBu		
			Common Mode Rejection Ratio (1 kHz at unity gain): 65 dB		
			THD to main output: < 0.005%, +4 dBu, 20-20 kHz (unity gain, unweighted)		
			Input Impedance: 1 kΩ		
			Phantom Power: +48VDC, switchable per channel		

		RCA Input	Type: RCA Female, unbalanced (stereo pair)			
			Maximum Input Level: +12 dBu +/-0.5 dB			
		Line Input	Type: 1/4" (6.3 mm) TRS female, balanced			
			Input Impedance: 10 kΩ			
			Maximum Input Level: +18 dBu			
			Frequency Response to Main Output (at unity gain): 20-20 kHz, ±0.5 dBu			
			S/N Ratio to Main Output (Ref = +4 dB, 20 kHz BW, unity gain, A-wtd): 94 dB			
		THD to main output: < 0.005%, +4 dBu, 20-20 kHz (unity gain, unweighted)				
		2 Analog Audio Outputs	XLR Outputs	Type: XLR Male, balanced		
				Output Impedance: 100 ohms		
				Maximum Output Level: +24 dBu, ±0.5 dBu		
FlexMix Line Outputs	Type: 1/4" (6.3 mm) TRS					

			Female, stereo, balanced		
			Maximum Output Level: +18 dBu, ±0.5 dBu		
			Output Impedance: 100 ohms		
		Headphones	Type: 1/4" (6.3 mm) TRS Female, active stereo		
			Frequency Response: 20 Hz to 20 kHz, ±0.5 dB		
			Maximum Output: 100 mW/ch.@60Ω load		
			THD + N: 0.01% (1 kHz, max gain, 20 Hz BW, unwtd)		
3.	System Crosstalk	Input to output	-90 dB (Ref=+4 dBu, 20 Hz - 20 kHz, unwtd)		
		Adjacent Channels	-87 dB (Ref=+4 dBu, 20 Hz - 20 kHz, unwtd)		
4.	Digital Audio and control	USB Recording Port	USB 2.0, Type-B		
		Dynamic Range	ADC: 115 dB (A-weighted, 48 kHz)		
			DAC: 115 dB (A-weighted, 48 kHz)		
		AES/EBU Output	XLR Male		
		A/D/A Bit Depth	24		

		Network Control Port	RJ-45		
		AVB Audio Network Port	Ethercon		
		Sampling Rate	48kHz		
		Internal Processing	32-bit, floating point		
		Reference Level for 0 dBFS	+18 dBu		
		Total System Latency	1.9 ms (local routing, analog in-analog out, all processing active)		
5.	Power	Connector	IEC		
		Input-Voltage Range	230 VAC (±10%)		
		Recommended Ambient Operating Temperature	0° to 40° Celsius		
		Power Requirements (continuous)	85 W		
6.	Clock	Jitter	<20 ps RMS (20 Hz - 20 kHz)		
		Jitter Attenuation	>60 dB (1 ns in, 1 ps out)		
7.	Accessories	Rack mount adapter	Yes		
		USB cable	Yes		
		User's manual and warranty card	Yes		
		Dedicated AC adapter	UK Standard (Three pin plug)		
8.	Warranty	12 Months	Yes		

ii. Gooseneck Microphone Specifications

SN	Item	Key Description	Proposed Solution	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
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1.	Audio	Frequency Response	70 Hz - 16 kHz		
		Cartridge type	Electret Condenser		
		Dynamic range	93 dB		
		Polar Pattern	Cardioid		
		SNR	67.0 dB		
		Maximum input sound level (SPL)	120.0 dB		
		Sensitivity	-33 dBV/Pa (22 mV)		
		Self-noise	27 dB SPL		
		Common mode rejection	>45 dB		
		Preamplifier output clipping level (1% THD)	-7 dBV		
2.	Indicators	Microphone LED	Light ring		
3.	Type	18" Dual-section Centraverse Gooseneck			
	Polarity		Positive pressure on diaphragm produces positive voltage on pin 2 with respect to pin 3		
	Output	Connector	XLR - 3M Type		
		O/P Impedance	180 Ohms		
	Power requirement		11-52 V DC, 5.0 mA		
	Physical	Microphone Length	18" in.		
	Environmental requirements		Operating Temperature Range: -18 °C to 57 °C (0 °F to 135 °F) Storage Temperature Range: -29 °C to 74 °C (-20 °F to 165 °F)		

			Relative Humidity: 0 to 95%		
	Accessories	Snap-fit foam Windscreen	4 pieces		
	Construction type	18" Dual-section Centraverse Gooseneck			
	Warranty	12 months	Yes		

### iii. Handheld Wireless Microphone

SN	Item	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
	Dual Channel Wireless Receiver				
	Output	Output	Output		
		Output Impedance	XLR: 200 ohms 1/4": 50 ohms		
		Audio Output Level	XLR Connector: -20.5 dBV into 100 kOhm Load (Reference +/- 33 kHz with 1 kHz Tone) 1/4": -13 dBV into 100 kOhm Load (Reference +/- 33 kHz with 1 kHz Tone)		
	RF Sensitivity	RF Sensitivity	RF Sensitivity		
	Image rejection	Image rejection	Image rejection		
	Housing	Housing	Housing		
	Power Requirement	Power Requirement	Power Requirement		

	Dimensions	Dimensions	Dimensions		
	Weight	Weight	Weight		
<b>Transmitter</b>					
	Input	Input	Input		
	Gain	Gain	Gain		
	Output	Output	Output		
	Power requirement	Power requirement	Power requirement		
	Housing	Housing	Housing		
	Dimensions	Dimensions	Dimensions		
	Weight	Weight	Weight		
<b>Microphone</b>					
	Type	Type	Type		
	Polar pattern	Polar pattern	Polar pattern		
	Frequency Response	Frequency Response	Frequency Response		
	Polarity	Polarity	Polarity		
	Sensitivity	Sensitivity	Sensitivity		
		Electromagnetic Hum Sensitivity	26 dB equivalent SPL in a 1 millioersted field (60 Hz)		
	Environment	Environment	Environment		
		Relative Humidity	0 to 95%		
	Warranty	12 months	Yes		

#### iv. Power Amplifier

SN	Item	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Channels	No. of channels	2 channels		
2.	Power rating	Output power	8 Ohms: 400W 4 Ohms: 750W 2 Ohms: 1000W		

			8 Ohms Bridged: 1500W 4 Ohms Bridged: 2000W		
3.	Damping Factor		>300 @ 8Ω		
4.	Input	Input Sensitivity	1.15V (+3.4dBu)		
		Input Impedance	10 kOhms (Unbalanced) 20 kOhms (Balanced)		
5.	Gain		40X (32 dB) 50X (34 dB)		
6.	Frequency Response	At 10dB below rated output power	20Hz - 20kHz, +0/-dB		
		At -3 dB points	5 Hz - 50 kHz		
7.	Signal-to-Noise Ratio		Unweighted, 20 Hz to 20 kHz - 100 dB		
8.	Total Harmonic Distortion (THD)	Distortion	<0.01%		
9.	Connectors	Inputs	2 x XLR Inputs 2 x ¼" TRS Inputs 1 x AC Power input (standard IEC receptacle)		
10.		Outputs	3 x Speak on Outputs 2 x Touch-Proof Binding Post outputs		
11.	Controls	Front Panel	1 x Power switch 2 x Gain Control Knobs		
		Rear Panel	DIP switches (10x)		
12.	Indicators	Power	Green LED		
		Clip	Red LED, 1 per channel		

		Signal	Yellow LED, 1 per channel		
13.	Cooling		Continuously Variable Speed Fan Back-to-Front Airflow		
14.	Protection	Amplifier protection	Full short circuit, open circuit, thermal and HF protection stable into reactive or mismatched loads.		
		Load protection	Turn-on/off muting, AC coupling		
15.	Power	Max power output	1600 watts		
		Mains voltage/Breaker	220-230VAC, 50/60Hz 8A		
16.	Dimensions	2 RU (HxWxD)	88 x 483 x 402 mm		
17.	Weight		Less than 20kg		
18.	Warranty	Labour and Parts	1-1		
19.	Compliance to technical specifications, append original manufacturers' detailed brochure.		Mandatory		

v. **Audio Monitor / 2 way passive Speaker**

SN	Item	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
20.	Type	Active or Passive	Passive		
21.	Speaker configuration		2- way		
22.	Frequency Response	-10 dB	48 Hz to 20kHz		
23.	Power Handling	RMS	200W cont. 800 W Peak		

24.	Nominal sensitivity	1W @ 1 m	92 dB		
25.	SPL	Max SPL	121 dB		
26.	Impedance	Nominal	8 ohms		
		Minimum	6 ohms		
27.	Coverage Angle (H x V)	Horizontal Angle	100°		
		Vertical Angle	100°		
28.	Frequency Driver	Low Transducer	203 mm		
		High Transducer	25 mm		
29.	Enclosure material		High Impact Polymer		
30.	Colour		Black		
31.	Input connections		Speakon NL4		
32.	Weight		Less than 10kg		
33.	Environmental		IP-54		
34.	Accessories	Mounting bracket	Truss Clamp Adapter		
35.	Warranty	Labour and Parts	1-1		
36.	Compliance to technical specifications, append original manufacturers' detailed brochure.		Mandatory		

## 2. VIDEO

### i. Indoor Interactive Display Screen

SN	Requirement	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Display	Diagonal size	65"		
		Panel type	LED		
		Aspect Ratio	16:9		
		Pixel Resolution	3840 x 2160		

		Response time	≤ 8 ms		
		Brightness	400 cd/m2		
		Lifespan	≥ 50,000 hours		
		Glass	Fully heat-tempered, antiglare, bonded glass		
2.	Platform	OS	Android v.11		
		RAM	6 GB DDR		
		Storage	32GB		
3.	Slot-in PC	OPS Support	Yes		
		OPS - C Support	Yes		
		PC module power supported OPS	60W		
		Computing module	OPS PC with Windows 10 Pro		
4.	OPS PC	Processor	Intel Core i5 1135G7		
		Memory	8 GB (2 × 4 GB) DDR4		
		Storage	256 GB M.2 NVMe SSD		
		Graphics	Intel Iris® Xe Graphics 80EU		
		4K UHD video	Yes, Full 4K UHD, 60 Hz		
		Operating system	Windows 10 Pro full license		
		LAN	Gigabit Ethernet Intel I219		
		Wireless	Intel Wireless (2.4 GHz / 5 GHz / BT) IEEE 802.11ax (Wi-Fi 6) Bluetooth® 5.2		
		TPM	Trusted Platform Module 2.0		
5.	Audio	Speaker Type	Built-in Speaker		
		Power	15 W x 2		

6.	Connectivity	Input	3 x HDMI 2.0 1 x VGA 1 x USB 2.0 1 x WiFi 1 x Stereo 3.5 mm 1 x OPS PC accessory slot MIC with MEMS microphone array		
		Output	1 x HDMI 1 x Audio OUT 1 x SPDIF		
7.	Touch	Touch technology	Hyper touch		
		Touch Point	20		
8.	Power	Power Supply	AC 100 - 240 V, 50/60 Hz		
		Standby power consumption	0.4 W		
		Typical power consumption	120 W		
	Feature	Wi-Fi	Wi-Fi 5 (802.11 ac)		
		LAN	2 x RJ45		
		IO Ports	USB type A 2.0 x 1, 3.0 x 3 USB type B x 4 USB type C x 2 (DP1.4, USB 3.2, PD 65W)		
		Bundle software	Whiteboard Wireless presentation		
9.	Weight		Less than 50kg		
10.	Accessories	Stylus	Active stylus pen		
		Wall mount bracket kit	Yes		
		Remote Controller	Yes		
		Logitech K200 plus Wireless touch keyboard or equivalent	Yes		

11.	Warranty	Labour and Parts	1-1		
12.	Compliance to technical specifications, append detailed brochure.		Mandatory		

## ii. Outdoor Display Screen

S/no	Feature	Truck-Mount Minimum Specs	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Brightness	3,000–4,000+ nits		
2.	Weather Rating	IP56 or IP66		
3.	Impact Rating	IK10 (Tempered/Bonded)		
4.	Vibration Resist	High (Mobile Certified)		
5.	Cooling System	Filtered Forced-Air / Heat Sink		
6.	Power Input	DC 9V–36V or Rugged Inverter / 110V/220V AC		
7.	Panel Type	High-Temp IPS with QWP		
8.	Connectivity	4G/5G LTE + GPS		
9.	Glass Type	Optically Bonded		

## 3. Power Distribution

### i. Power Conditioner

SN	Item	Key Description	Minimum Specifications	Tenderers to comply(YES/NO)
1.	Current	Maximum output current	16 Amps	
		Maximum surge current	6500 Amps	
2.	Voltage	Operating voltage	240 V	
		Over Voltage shutdown	EVS, 275 VAC nominal	

3.	Noise Attenuation	Transverse mode	10 dB @ 10 kHz, 40 dB @ 100 kHz, 50 dB @ 500 kHz.	
4.	Socket	Output type	IEC Female	
		Isolated outlets banks	Convenience Outlet (Front Panel) 1 IEC C-13 (Unswitched) Rear Panel Outlets: 1 IEC C 13 pair (Unswitched), 3 IEC C13 pairs (Sequenced, each pair is controlled by separate relay)	
5.	Surge	Spike Protection Mode	Line to neutral, zero ground leakage	
		AC Surge Protection	Series Multi-Stage Protection (SMP)	
		Spike Clamping Voltage	375 V peak @ 6,000 volts/3,000 amps	
6.	Line cord	Cable length	2.5 m	
		Type	Removable, IEC female C-19 to Schuko male CEE 7/7	
7.	Accessories	Remote System control panel	RS-2	
8.	Warranty	12 months	Yes	

## ii. Power Distribution Unit

SN	Requirement	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Rack specifications		19" data rack		
2.	Rack units used		1U		
3.	Main color		Black		
4.	Coating		Powder coat		
5.	Output type		UK 3 pin		
6.	Orientation		Horizontal		
7.	Sockets	No. of sockets	8		

8.	Switch type		Neon illuminated rocker switch with cover		
9.	Length	Cable length	2 m		
10.	Power rating		13 Amps		
11.	Weight		Less than 1kg		
12.	Warranty	Labour and Parts	1+1		
13.	Compliance to technical specifications, append original manufacturers' detailed brochure.		Mandatory		

#### 4. AV Accessories

##### i. Active USB Extender Cable

SN	Requirement	Key Description	Minimum Specifications	Tenders to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Cable Type	Active	Female to male active extension cable		
2.	Length		15m		
3.	Color		Black		
4.	Connector	Connector 1	1 x USB 3.0-A Male		
		Connector 2	1 x USB 3.0-A Female		
5.	Shielding		Braided shield		
6.	Construction		2 pair 24AWG + 1 pair 26AWG + 2 wires 22AWG + 2 drain wires 24AWG		
7.	Jacket		Flexible PVC		
8.	Signal specifications	Data signal specifications	USB 3.0		
		Max data transfer rate	5Gbps		
		USB Power Consumed	3.5W		

9.	Compliance to technical specifications, append original manufacturers' detailed brochure.	Mandatory		
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ii. HDMI Splitter

SN	Requirement	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Connector	Input	1 HDMI connector		
		Outputs	4 HDMI connectors Port: 1 RS-232		
2.	Video	Max. data Rate	Up to 17.82 Gbps Up to 4K@60Hz (4:4:4)		
		Compliance with HDMI signal transmission	HDR, HDCP 2.2		
3.	Controls		SELECT and READ buttons for selecting and storing EDID information		
4.	Indicators	LEDS	ON, IN, OUT 1 to 4		
5.	Power consumption		5V DC, 730mA		
6.	Dimensions	W x D x H	19cm x 11.50cm x 2.7cm		
7.	Weight		Less than 1 kg		
8.	Warranty	Labour and Parts	1+1		
9.	Compliance to technical specifications, append original manufacturers' detailed brochure.		Mandatory		

### iii. HDMI Cable Specifications

SN	Requirement	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Physical	Connector 1	HDMI Type-A male		
		Connector 2	HDMI Type-A male		
2.	Conductors	Wire Gauge	26 AWG		
		Length	15 m		
		Material	Tinned copper		
3.	Bandwidth	Max data rate	18 Gbps		
4.	Screening	TMDS pairs	Aluminum/mylar		
		Overall	Aluminum/mylar + aluminum braid		
5.	Video	Maximum resolution	4K@60Hz		
		HDMI Compliance	HDR, HDCP 2.2, EDID and CEC, ARC and ETH		
6.	Jacket	Material	PVC		
		Color	Black/Grey		
		Diameter	8.5 ± 0.20mm		
7.	Mechanical	Cable bending radius	42.5mm		
8.	Electrical	Temperature rating	80° C		
		Voltage Rating	30 V		
		Conductor resistance	148.94Ω/km		
9.	Compliance to technical specifications, append original manufacturers' detailed brochure.		Mandatory		

### iv. Audio Cable Specifications

SN	Item	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Material specifications	Jacket	Soft vinyl (PVC)		
		Insulation	Soft polyethylene		

2.		Colors	Black/ Red/ Yellow / Green /Blue		
3.	Shielding		Braid, 0.10A/9/16		
4.	Conductor	No. of conductor	2		
		Size (mm <sup>2</sup> )	0.206mm <sup>2</sup>		
5.	Length		100 m		
6.	Noise	Electrostatic noise	250mV Max.		
		Electromagnetic noise	0.15mV Max.		
7.	Tensile strength		578N		
8.	Applicable temperature		-20°C - +70°C (- 4°F - +158°F)		
9.	Warranty	Labour and Parts	1-1		
10.	Compliance to technical specifications, append original manufacturers' detailed brochure.		Mandatory		

### 5. Video Conferencing Kit

SN	Item	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'SREMARKS (✓OR X)
1.	Camera	Pan & Tilt	Pan: ± 90° Tilt: +50° / -90°		
		Field of view	90°		
		Resolution	Ultra HD: 4K, 1440p, 1080 at 30fps 1080p, 720p at 30 fps and 60 fps		
		LED Indicators	Video Mute/unmute LED indicator		
		Tripod Mounting Thread	Standard thread		

2.	Audio	Microphone pod (2)	Pickup range: 4.5m diameter 4 mics with 8 beamforming elements Mute button with LED indicator Captive cable: 2.95m		
		Speakers (2)	High performance 3" driver Mini XLR cable: 2.95m		
3.	Remote Control	Distance	Up to 8.5m		
4.	Connectivity		Computer: USB 2.0		
5.	System requirements	Operating System	Windows® 7, 8.1 or 10 macOS® 10.10 or higher Chrome OS™		
6.	Hub/Cables/Power	Table Hub	Active speaker detection 12 Pin connector for Mic Pod HDMI Type A for wired content sharing HDMI Type A for display Power input		
7.			USB Type C USB Type A USB Type B RJ45 (Ethernet) Bluetooth® wireless technology		

		Display Hub	HDMI Type A (x2) (connects to displays) Power input USB C USB Type B RJ45 (connects to Table Hub) Mini XLR (x2)		
	Compatibility and integration		Plug-and-play USB connectivity Works with most any video conferencing application or meetings service that supports USB cameras		
8.	Accessories	Expansion mics	2		
		Remote control	1		
		Mount kit	1		
9.	Warranty	Labour and Parts	2		
		End of Life	More than 5 years from end of sale		
10.	Compliance to technical specifications, append original manufacturers' detailed brochure.		Mandatory		

Table 13: Audio Cable Specifications

SN	Item	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Material specifications	Jacket	Soft vinyl (PVC)		
		Insulation	Soft polyethylene		
		Colors	Black/ Red/ Yellow / Green /Blue		

2.	Shielding		Braid, 0.10A/9/16		
3.	Conductor	No. of conductor	2		
		Size (mm <sup>2</sup> )	0.206mm <sup>2</sup>		
4.	Length		100 m		
5.	Noise	Electrostatic noise	250mV Max.		
		Electromagnetic noise	0.15mV Max.		
6.	Tensile strength		578N		
7.	Applicable temperature		-20°C - +70°C (-4°F - +158°F)		
8.	Warranty	Labour and Parts	1-1		
9.	Compliance to technical specifications, append original manufacturers' detailed brochure.		Mandatory		

Table 14: Video Conferencing Kit Specifications

SN	Item	Key Description	Minimum Specifications	Tenderers to comply (YES/NO)	EVALUATOR'S REMARKS (✓OR X)
1.	Camera	Pan & Tilt	Pan: ± 90° Tilt: +50° / -90°		
		Field of view	90°		
		Resolution	Ultra HD: 4K, 1440p, 1080 at 30fps 1080p, 720p at 30 fps and 60 fps		
		LED Indicators	Video Mute/unmute LED indicator		
		Tripod Mounting Thread	Standard thread		

2.	Audio	Microphone pod (2)	Pickup range: 4.5m diameter 4 mics with 8 beamforming elements Mute button with LED indicator Captive cable: 2.95m		
		Speakers (2)	High performance 3" driver Mini XLR cable: 2.95m		
3.	Remote Control	Distance	Up to 8.5m		
4.	Connectivity		Computer: USB 2.0		
5.	System requirements	Operating System	Windows® 7, 8.1 or 10 macOS® 10.10 or higher Chrome OS™		
6.	Hub/Cables/Power	Table Hub	Active speaker detection 12 Pin connector for Mic Pod HDMI Type A for wired content sharing HDMI Type A for display Power input USB Type C USB Type A USB Type B RJ45 (Ethernet) Bluetooth® wireless technology		

		Display Hub	HDMI Type A (x2) (connects to displays) Power input USB C USB Type B RJ45 (connects to Table Hub) Mini XLR (x2)		
7.	Compatibility and integration		Plug-and-play USB connectivity Works with most any video conferencing application or meetings service that supports USB cameras		
8.	Accessories	Expansion mics	2		
		Remote control	1		
		Mount kit	1		
9.	Warranty	Labour and Parts	2		
		End of Life	More than 5 years from end of sale		
10.	Compliance to technical specifications, append original manufacturers' detailed brochure.		Mandatory		

**Bidders are required to indicate the make and model number of all the items**

**1. Electrical Works**

	DESCRIPTION	MAKE	MODEL NO
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1.	MCBs and MCCBs		
2.	Socket outlets		
3.	Trunking		
4	SC copper cable		
5	Light Switches		
6.	Lighting fittings a) LED' Panels b) Bulkhead fittings		
7.	Generator		
8.	ATS		
9.	750w Solar Panel		
10.	10KVA Lithium Battery		
11.	10KVA Inverter		
12.	10mm Single phase Cable		

## 2. ICT

S/N	Item	Make	Model
	Connectivity		
1	Satellite Internet Service for Land Mobility (Starlink Local Priority or Equivalent), 2TB Plan Monthly Plan		
2	5G/4G MiFi Router, 250Mbps Pack (One time Purchase & 1st Recurrent Month Cost)		
	Structured Cabling		
3	24Port PoE Switch		
4	Indoor Access Point		
5	21U Rack Cabinet with 8 Port PDU		
6	24P CAT 6A Patch Panel		
7	Cable Manager 1U Hangers		
8	UTP Cat 6A Ethernet Cable, 305m Roll		
9	1m cat 6a Patch codes		
10	3m cat 6a Patch codes		
11	5KVA UPS		

12	5kVA Single Phase Voltage Stabilizer		
13	Cat 6A Data Sockets (Twin) with module		
14	3 Phase Industrial Socket		
	CCTV		
15	Outdoor IP Camera - Dome		
16	8 Channel NVR, 4K		
17	8TB CCTV Hard Disk		
	Computer		
18	ThinkCentre M90q Gen 3 (Tiny Desktop)		
19	ThinkCentre Tiny-In-One 24" Monitor		
20	MFP Laser Printer		

### 3. Audio - Visual

SN	DESCRIPTION	Make	Model
1.	USB Audio Interface		
2.	Microphone		
3.	Wireless Microphone Kit		
4.	Power Amplifier		
5.	Audio Monitor -type 1		
6.	Interactive Display Screen		
7.	Outdoor Display Screen		
8.	Power conditioner		
9.	Power Distribution Unit		
10.	Active USB Extension Cable		
11.	HDMI Splitter		
12.	HDMI Cable		
13.	Assorted audio cable & accessories		
14.	Video Conferencing Kit		

## STAGE 2B: FIRM'S TECHNICAL CAPACITY EVALUATION

The Tenderers will be evaluated for suitability and compliance to the technical requirements.

S/NO	EVALUATION ATTRIBUTE	MAXIMUM SCORE	AWARDED SCORE
1	<p>Provide documentary evidence of the firm's experience in delivering similar projects i.e Supply of fabricated mobile trucks in the Last (5) years, (2021,2022,2023,2024 and 2025)</p> <p><i>Attach assigned Copies of LPO/LSO or copies of the Contracts and pictorial evidence</i></p> <p>i. Contract/LPOs copies and pictorial evidence from 3 different clients (4 Marks each)</p> <p>ii. Contract/LPOs copies and pictorial evidence from 2 different clients (4 Marks each)</p> <p>iii. One (1) copy Contract/LPOs and pictorial evidence attached (4Marks)</p> <p>No attachment provided (0 Mark)</p>	12	
2.	<p>The bidder shall provide evidence completing at least three projects of similar or equivalent nature (Supply of mobile truck ) within the years, 2021,2022,2023,2024 and 2025 from the projects mentioned in criteria No 1 above..</p> <p><i>Attach practical completion certificate/handover certificate Project of similar nature, the name of the firm and contract completion dates and</i></p>	30	
3.	<p><b>Project Team lead experience</b></p> <p>The project manager should have experience of at least five (5) years in Project implementation of mobile truck fabrication Projects</p> <p><i>Five (5) or more years' experience in similar projects: (5 marks)</i></p> <p><i>Attach detailed CV 5Marks</i></p> <p><i>Attach at least a Diploma in Project management 5marks</i></p>	10	
4.	<p>Attach at least three (3) designs of fabrication and pictorial evidence of the proposed mobile court truck 10marks each</p>	30	
5.	<p>Attach a project delivery schedule from the date of contract signing to delivery of the completed mobile court truck</p>	10	
6.	<p>Attach bank reference letter showing bidder's credit worthiness. The letter should be on letter head and dated within tender period and satisfied by the Bank (8 marks)</p>	8	
		<b>100%</b>	



The Judiciary shall evaluate tenders according to specific criteria based on the capacity of the firm. All the parameters are critical. The bidders must score a **minimum of 70%** to proceed to the next phase and to be considered for any further evaluation

## STAGE 3. FINANCIAL EVALUATION

### a. Financial evaluation will be conducted as follows:

1. Determination of lowest evaluated price
2. Dully filled, signed and stamped Price schedule. Must indicate Grand Summary cost table.
3. The tenderer with the lowest evaluated bid will be considered for award.
4. There shall be no correction of arithmetic errors as per the Provisions of PPADA 2015. Any discrepancy between price schedule and form of tender will lead to automatic disqualification.

## STAGE 4. DUE DILIGENCE

As part of the evaluation, due diligence **shall** be carried out to verify the accuracy of the information provided and past performance of the lowest evaluated tenderer. Any inconsistencies noted in any of the above requirements and unsatisfactory performances shall lead to automatic disqualification and the second lowest evaluated tenderer shall be considered for the award.

Award Criteria: The lowest evaluated bidder will be recommended for award.

## STAGE 5 . POST AWARD NEGOTIATIONS

The negotiations will be held at the place indicated in the TDS with the Tenderer's.

Representative (s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer.

The negotiations discussions should not alter the scope of the offered mobile court truck, its conformity to the Procuring Entity's requirements, and the items that would need to be attended to before the contract is signed.

## PRICE EVALUATION

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply:

### 221 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

*[The Procuring Entity will highlight herein any particular details, characteristics, functional guarantees or other requirements under the specifications, which the Tenderer is required to specifically confirm or provide details as per Section V, Supply Requirements or other parts of the Tender Document. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable evaluation of Technical parts of the Tender]*

### 222 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):

The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g. performance securities, Payment and delivery schedules).

*[The Procuring Entity will highlight herein any particular requirements under the Contract which*

## **223 Evaluation Criteria (Other Factors) (ITT 33.6)**

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 13.8, one or more of the following factors as specified in ITT 33.2(d) and in TDS ITT 33.6, using the following criteria and methodologies.

**a) Delivery schedule.**

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirement

s. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the "Earliest Delivery Date" specified in Section V, Schedule of Requirements.

*[An adjustment factor of 0.5% per week of delay would be reasonable. However, the adjustment factor should not be more than the rate of Liquidated Damages to be applied in case of delay in delivery of Goods and Services under the Contract conditions.]*

**b) Deviation in payment schedule. [insert one of the following]**

- i) tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall 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 and the reduced Tender price offered by the tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.

**or**

- i) The SCC stipulates the payment schedule specified by the Procuring Entity. If a Tender deviate from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].

**c) Cost of major replacement components, mandatory spare parts, and service.**

*[insert one of the followings]*

The list of items and quantities of major assemblies, components, and selected spar

**or**

parts, likely to be required during the initial period of operation specified in the TDS 15.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

**or**

The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the TDS 15.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer and added to the Tender price, for evaluation purposes only.

Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered indicating for each item of spare part the recommended

quantity and unit, and total CIP final destination prices required during the initial period of operation specified in the TDS

15.4. The prices offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare parts to the Tenderer that is successful for the supply of Goods, by selecting at its option, from the Tender's list of recommended spare parts, such items and quantities against each as the Procuring Entity may deem appropriate at the unit prices indicated by the Tenderer but not exceeding ---% (present) of the cost of Goods [normally not more than 10% or 15%.]

- d) **Availability in Kenya** of spare parts and after sales services for equipment offered in the Tender.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Tender price, for evaluation purposes only.

- e) **Life Cycle Costs**

If specified in TDS 33.6, an adjustment to consider the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Tender price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

*[Note to Procuring Entity: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Tenders. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.]*

*[Either amend the following text as required, or delete if life cycle cost is not applicable]*

- i) number of years for life cycle cost determination *[insert the number of years of economic life of Goods];*
- ii) the discount rate to be applied to determine the net present value of the life-cycle-cost is *[insert the discount rate];*
- iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology E.G. This should include factors that will be used for determination of life-cycle- cost such as costs of operation and maintenance, residual value at the end of economic life of Goods, major elements that will be used for determination of cost of operation and maintenance such as fuel, power, labor, spare parts, etc. unit prices of elements such as fuel, power, etc., quantity of annual usage such as Kms or Hours of operation of Goods, Formula for calculation of LCC, etc];*
- iv) and the following information is required from tenderers *[insert any information required from tenderers, including prices e.g. Guaranteed fuel and/or power consumption, cost of labour, spare parts, etc].*
- f) **Performance and productivity of the equipment:** *[insert one of the followings]*
- i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Tender below the norm of 100, using the methodology specified below.  
*[insert the methodology and criteria if applicable E.G. The Following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; ii) Price of spare parts required for AAA years of operations, iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the*

tender documents; iv) Capitalized cost savings due to the equipment efficiency at the rate of XXX (specify currency and amount) for each YYY % (percent) above the minimum ZZZ % (percent) efficiency; v) Capitalized cost for the auxiliary power consumption at PPP (specify currency and amount) per KW for AAA years; and vi) Applicable discount rate of BBB%. ]

- ii) An adjustment to consider the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in ITT 33.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender with respect to minimum required values, using the methodology specified below.

*[insert the methodology and criteria if applicable E.G. The evaluation and comparison of responsive tenders shall be based on the total life cycle cost for XXX years, per unit of output. The life cycle cost shall be the sum of the initial purchase price of the equipment and the cost of operation in electric energy for XXX years of operation at unit cost of AAA (specify currency and amount) per kwh, discounted to net present value at YYY percent.]*

**g) Specific additional criteria**

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section VII-Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.]

**224 Multiple Contracts (ITT 33.4)**

Multiple contracts will be permitted in accordance with ITT 33.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

**OPTION 1**

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tenderer will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest tenderers.

**OPTION 2**

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

**225 Alternative Tenders**

(ITT 13.1) *An alternative if permitted under ITT 13.1,*

*will be evaluated as follows: [insert one of the following]*

“A Tenderer may submit an alternative Tender only with a Tender for the base case. The Procuring Entity shall only consider the alternative Tenders offered by the Tenderer whose Tender for the base case was determined to be the Lowest Evaluated Tender.”

**or**

“A Tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 33.”

### **3. MARGIN OF PREFERENCE**

- 31** If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.
- 32** The margin of preference will be applied in accordance with, and subject to, the following provisions:
- a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.
  - b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Responsive tenders shall be classified into the following groups:
    - i) **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and (b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender submission date;
    - ii) **Group B:** All other Tenders offering Goods manufactured in Kenya;
    - iii) **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
  - c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.
  - d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
  - e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall

be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.

- f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with

the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above."

#### 4 Post Qualification of Tenderers (ITT 37)

*[Note for Procuring Entity to be deleted before issuing the tender documents.]*

*This STD for Procurement of Goods assumes that no Prequalification has taken place before tendering. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Tenderer and any Sub-Suppliers shall meet or continue to meet the Criteria used at the time of Prequalification.]*

#### 41 Post-Qualification Criteria (ITT 37.1)

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post-qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

*[Note for Procuring Entity to be deleted before issuing the tender documents.]*

*Select requirements (criteria) for post qualification from below as relevant and appropriate for the nature, size and type of Goods and Services to be procured. Generally, for procurement of Goods, unless the value of the item is very large, the criteria for assessment of Manufacturer's technical capability should always be considered more important than its financial resources. For very small value items, the criteria for financial capability may even be omitted].*

#### 42 If the Tenderer is a manufacturer

##### a) Financial Capability

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings

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[or equivalent].

- ii) Minimum average annual supply turnover of Kenya Shillings \_\_\_\_\_  
\_\_\_\_\_ *[insert amount, specify a figure about 2.5 times the total Tender price]* or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last \_\_\_\_\_

\_\_\_\_\_ *[insert number of years)*. In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

**b) Experience and Technical Capacity**

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words "Similar Goods" have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

*[list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the tender document.] Samples of Experience Requirements:*

- i) The Tenderer shall be manufacturing similar Goods for the last \_\_\_\_\_ *(specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured)*.
- ii) The Tenderer shall furnish documentary evidence to demonstrate \_\_\_\_\_ *(Insert number)* successful completion of at least \_\_\_\_\_ *(specify number)* each contract costing at least Kenya shillings \_\_\_\_\_ equivalent and involving a supply of at least \_\_\_\_\_ percentage of required quantity *(usually the percentage is about 70-80%) in some cases where Procuring Entity requires deliveries in a scheduled manner over a specified time, include item (iii) below.*
- iii) **(Optional)** The installed capacity to manufacture \_\_\_\_\_ num  
ber of items *(sp*

- c) **(Optional) Documentary Evidence of Usage of Goods (When appropriate)** The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last \_\_\_\_\_ years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

**43 If Tenderer is a Supplier:**

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV,

Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real

assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings

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ii) Minimum average annual supply turnover of Kenya Shillings \_\_\_\_\_ [insert amount]

- iii) Has satisfactorily and substantially completed at least (specify number) contract

#### 44 History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last

\_\_\_\_\_ (specify years).  
The required information shall be furnished as per form CON-2].

#### 45 Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form

#### 46 Litigation History

There shall be no consistent history of court/arbitral award decisions Tenderer, in the last (specify years). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the specified. A consistent history of awards against the Tenderer or any member of JV may result in rejection of the tender.

## SECTION IV - TENDERING FORMS

- i) Form of Tender
- ii) Tenderer Information Form
- iii) Tenderer JV Members Information Form
- iv) Price Schedule -Schedule of Requirements (Lease Items).
- v) Form of Tender Security - Demand Guarantee
- vi) Form of Tender Security (Insurance Guarantee)
- vii) Form of Tender- Securing Declaration
- viii) Owner's Authorization

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### **Other Forms to be completed**

- i) Tenderer's Eligibility- Confidential Business Questionnaire
- ii) Certificate of Independent Tender Determination
- iii) Self-Declaration Form
- iv) Appendix 1- Fraud and Corruption

## FORM OF TENDER

### INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

**Date of this Tender submission:** .....[insert date (as day, month and year) of

Tender submission] **Tender Name and Identification**

.....[insert identification] **Alternative No.** .....[insert

identification No if this is a Tender for an alternative]

To: .....[insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration.  
or  
Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is:  
  
Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];  
  
or  
  
Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

Name of tenderer [insert complete name of tenderer] Signature of tenderer [signature of person signing the Tender] Date [Insert Date]

*\*The contract sum will be dependent on the quantities ordered based on the unit cost as and when required (AWR)*

- f) **Discounts:** The discounts offered and the methodology for their application are:
  - i) The discounts offered are: *[Specify in detail each discount offered.]*
  - ii) The exact method of calculations to determine the net price after application of discounts are shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_\_\_(s pecify website) during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict of interest.
  - b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
  - c) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in Public Procurement in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

**Name of the tenderer:** \*[insert complete name of the tenderer]

**Name of the person duly authorized to sign the Tender on behalf of the tenderer:** \*\*\*[insert complete name of person duly authorized to sign the Tender/person with power of attorney]

**Title of the person signing the Tender:** [insert complete title of the person signing

the Tender] **Signature of the person named above:** [insert signature of person

whose name and capacity are shown above] **Date signed** [insert date of signing]

**Day of** [insert month], [insert year]

\*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

\*\*.: Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.

## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_ [Name and number of tender] for: \_\_\_\_\_ [Name of Tenderer] in response to the request for tenders made by: \_\_\_\_\_ do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

---

Title

---

Date

---

*[Name, title and signature of authorized agent of Tenderer and Date]*

**SELF-DECLARATION FORMS**

**FORM SD1**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I,.....of Post Office Box.....being a resident of .....in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of .....(*insert name of the Company*) who is a Bidder in respect of **Tender No.** .....for.....(*insert tender title/description*) for.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I.....of P. O. Box.....being a resident of .....in the Republic of .....do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (insert name of the Company) who is a Bidder in respect of **Tender No**.....for.....(insert tender title/description) for.....(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I.....(person) on behalf of (*Name of the Business/ Company/Firm*).....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness Name.....

Sign.....

Date.....

## APPENDIX 1- FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

### 1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### 2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rulesto be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
  - 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
  - 2) A person referred to under subsection (1) who contravenes the provisions of that sub- section commits an offence;
  - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
    - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
    - b) if a contract has already been entered into with the person, the contract shall be voidable;
  - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
  - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
    - a) shall not take part in the procurement proceedings;
    - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
    - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
  - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest

to the procuring entity;

- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

23 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

- i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) "Obstructive practice" is:
  - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - acts intended to materially impede the exercise of the PPRA's appointed authority's inspection and audit rights provided for paragraph 2.3 e. below.

b) Defines more specifically, in accordance with the above procurement provisions set forth for fraudulent and collusive practices as follows:

"Fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in

question;

- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>1</sup>For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

**TENDERER INFORMATION FORM PART  
A**

*[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date:..... *[insert date (as day, month and year) of Tender submission]*

**Tender Name and Identification:**.....*[insert identification*

Alternative No. ....*[insert identification No if this is a Tender for*

*an alternative]* Page \_\_\_ of \_\_\_ pages

1 Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
<input type="checkbox"/> 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the the Ken Revenue Authority in accordance with ITT 3.14. Articles of Incorporation (or equivalent documents of constitution or association), and/or documents registration of the legal entity named above, in accordance with ITT3.4. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## SUPPLIER DETAILS FORM

### KRA Details

SN	REQUIRED	DETAILS
1.	KRA Pin Number	
2.	Business Number	
3.	Pin Validity	
4.	Business Owner	
5.	Pin Owner	
6.	KRA Email	

### Business Registry Details

SN	REQUIRED	DETAILS
1.	Business Number	
2.	Supplier Name	
3.	Supplier Telephone	
4.	Supplier Email Address	
5.	Date Registered	
6.	Physical Address	
7.	Postal Address	
8.	Business Type	
9.	TCC Number	
10.	TCC Expiry Date	
11.	Permit Number	
12.	Permit Expiry Date	
13.	Operation County	

### Business Directors List

SN	REQUIRED	1	2	3	4	5
1.	Name					
2.	ID					
3.	Telephone					
4.	Nationality					

## TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV.*

Tenderer is further reminded that it is an offence to give false information on this Form.

### A. Tenderer's details

SN	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License	
7	Maximum value of business which the Tenderer handles.	
8		

### General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_

Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_

\_\_\_\_\_ Citizenship \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c) Partnership, provide the following details.

	Names of Partne	nality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company

ii) State the nominal and issued

capital of the Company: - Nominal Kenya

Shillings (Equivalent)

.....Issued Kenya

Shillings

(Equivalent).....

iii) Give details of Directors as follows.

	Names of Direct	nality	Citizenship	% Shares ow
1				
2				
3				

e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in.....(Name of Procuring Entity)

who has an interest or relationship in this

firm? Yes/No.....If yes, provide

details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

**ii) Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

**f) Certification**

On behalf of the Tenderer, I certify that the information given above is

correct. Full Name

---

Title or Designation

---

---

*(Signature)*

---

*(Date)*

**TENDERER'S JV MEMBERS INFORMATION FORM**

*[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture]].*

Date: .....*[insert date (as day, month and year) of Tender submission].*

**Tender Name and Identification:**.....*[insert identification Alternative No.*

.....  
*[insert identification No if this is a Tender for an alternative].*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address country of registration]</i>
6. Tenderer's JV Member's authorized representative information: Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Article of Incorporation (or equivalent document of constitution or association) and/or documents of the legal entity named above, in accordance with IT registration;  <input type="checkbox"/> In case of a state-owned enterprise or institution, document establishing legal and financial operation in accordance with commercial law, and that they are not under the supervision of the Procurator in accordance with ITT4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial owners

**Price Schedule Forms**

*[The tenderer shall fill in these Bill of Quantities and transfer the Grand Total to the Form of Tender.]*

**FORM OF TENDER SECURITY-[Option 1-Demand Bank Guarantee]**

**Beneficiary:** \_\_\_\_\_

**Request for Tenders No:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

\_\_\_\_\_  
[signature(s)]

*Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

**FORMAT OF TENDER SECURITY [Option 2-Insurance Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called "the tenderer") has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called "the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called "the Guarantor"), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

*Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

FORM OF TENDER -SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

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

Tender No.:.....[insert number of tendering process]

To..... [insert complete name of

Purchaser] I/We, the undersigned, declare that:

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

Signed:.....

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

Name:  
.....

Duly authorized to sign the bid for and on behalf of.....[insert complete name of Tenderer]. Dated on ..... day of.....[Insert date of signing].

Seal or stamp.

**MANUFACTURER'S AUTHORIZATION FORM**

*[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the TDS.]*

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of ITT*

*process] Alternative No..... [insert identification No if this is a Tender for an alternative]*

To..... *[insert complete name of Procuring Entity]* WHEREAS

We..... *[insert complete name of Manufacturer]*, who are official manufacturers of.....*[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us..... *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:.....*[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....*[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title:.....*[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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## **PART 2: SUPPLY REQUIREMENTS**

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## SPECIFIC TECHNICAL REQUIREMENTS

### NOTES COMPLIANCE WITH TECHNICAL SPECIFICATIONS FOR MAJOR ITEMS

Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications.

Tenderers shall be required;

- a) On compliance with Technical Specifications, bidders shall supply equipment/items that comply with the technical specifications set out in the bid document. In this regard, the bidders will be required to submit relevant technical brochures/catalogues with the tender document, highlighting (using a mark-pen or highlighter) the Catalogue Number/model of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following: (i) Standards of manufacture;
- (ii) Performance ratings/characteristics/ features;
- (iii) Material of manufacture;
- (iv) Electrical power ratings; and
- (v) All other requirements as indicated in the technical specifications of the bid.

The bid will then be analyzed, using the information in the technical brochures, to determine compliance with key technical specifications for the works/items as indicated in the tender document.

The tenderer shall fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Model/Make/Manufacturer and catalogue numbers of the Items/Equipment they propose to supply.

Bidders not complying with any of the key technical specifications shall be considered noncompliant to the technical specifications while those meeting all the key technical specifications shall be considered compliant.

## SECTION B

### GENERAL SPECIFICATIONS

OF

### MATERIALS AND WORKS

## PART 1. GENERAL SPECIFICATIONS OF WORKS

- 1.1 General
- 1.2 Standard of Materials
- 1.3 Workmanship
- 1.4 Procurement of Materials
- 1.5 Shop Drawings
- 1.6 Record Drawings
- 1.7 Regulations and Standards
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## PART 2. GENERAL SPECIFICATIONS OF ELECTRICAL WORKS

- 2.1 Position of Electrical Plant and Apparatus
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- 2.3 Fused Switchgear and Isolators
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- 2.10 Cable Supports; Markers and Tiles
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- 2.16 Sub-circuit Wiring
- 2.17 Space Factor
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- 2.19 Lighting Switches
- 2.20 Sockets and Switched sockets

- 2.21 Fused Spur Boxes
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- 2.23 Connectors
- 2.24 Lamp holders
- 2.25 LED Lamps
- 2.26 lighting Fittings Street lighting Lanterns
- 2.27 Position of Points and Switches
- 2.28 Current Operated Earth leakage circuit breaker
- 2.29 MV Switchboard
- 2.30 Steel Conduits and Steel Trunking
- 2.31 Testing on Site

## **PART 1. GENERAL SPECIFICATIONS OF WORKS**

### **1.1 GENERAL**

This specification is to be read in conjunction with the drawings which are issued with it. Bills of quantities shall be the basis of all additions and omissions during the progress of the works.

### **1.2 STANDARD OF MATERIALS**

Where the material and equipment are specifically described and named in the Specification followed by approved equal, they are so named or described for the purpose of establishing a standard to which the sub-contractor shall adhere.

Should the Sub-contractor install any material not specified herein before receiving approval from the proper authorities, the Engineer shall direct the Sub-contractor to remove the material in question immediately. The fact that this material has been installed shall have no bearing or influence on the decision by the Engineer.

All materials condemned by the Engineer as not approved for use, are to be removed from the premises and suitable materials delivered and installed in their place at the expense of the Subcontractor. All materials required for the works shall be new and the best of the respective kind and shall be of a uniform pattern.

### **1.3 WORKMANSHIP**

The workmanship and method of installation shall conform to the best standard practice. All work shall be performed by a skilled tradesman and to the satisfaction of the Engineer. Helpers shall have qualified supervision.

Any work that does not in the opinion of the Engineer conform to the best standard practice will be removed and reinstated at the Sub-contractor's expense.

Permits, Certificates or Licenses must be held by all tradesmen for the type of work; in which they are involved where such permits, certificates or licenses exist under Government legislation.

#### **1.4 PROCUREMENT OF MATERIALS**

The sub-contractor is advised that no assistance can be given in the procurement or allotment of any materials or products to be used in and necessary for the construction and completion of the work.

Sub-contractors are warned that they must make their own arrangements for the supply of materials and/or products specified or required.

#### **1.5 SHOP DRAWINGS**

Before manufacture or Fabrication is commenced the sub-contractor shall submit Two copies of detailed drawings of all control pillars, meter cubicles, medium voltage switchboards including their components showing all pertinent information including sizes, capacities, construction details, etc., as may be required to determine the suitability of the equipment for the approval of the Engineer.

Approval of the detailed drawings shall not relieve the sub-contractor of the full responsibility of errors or the necessity of checking the drawings himself or of furnishing the materials and equipment and performing the work required by the plans and specifications.

#### **1.6 RECORD DRAWINGS**

These diagrams and drawings shall show the completed installation including sizes, runs and arrangements of the installation. The drawings shall be to scale not less than 1:50 and shall include plan views and section.

The drawings shall include all the details which may be useful in the operation, maintenance or subsequent modifications or extensions to the installation.

Three sets of diagrams and drawings shall be provided, all to the approval of the Engineer.

One coloured set of line diagrams relating to operating and maintenance instructions shall be framed and, mounted in a suitable location.

#### **1.7 REGULATIONS AND STANDARDS**

All work executed by the Sub-contractor shall comply with the current edition of the "Regulations" for the Electrical Equipment of Buildings, issued by the Institution of Electrical Engineers, and with the Regulations of the Local Electricity Authority.

Where the two sets of regulations appear to conflict, they shall be clarified with the Engineers. All materials used shall comply with relevant Kenya Bureau of Standards Specification.

#### **1.8 SETTING OUT WORK**

The sub-contractor at his own expenses; is to set out works and take all measurements and dimensions required for the erection of his materials on site; making any modifications in details as may be found necessary during the progress of the works, submitting any such modifications or alterations in detail to the

Engineer before proceeding and must allow in his Tender for all such modifications and for the provision of any such sketches or drawings related thereto.

## **PART 2. GENERAL SPECIFICATIONS OF ELECTRICAL WORKS**

### **2.1 POSITIONS OF ELECTRICAL PLANT AND APPARATUS**

The routes of cables and approximate positions of switchboards etc., as shown on the drawings shall be assumed to be correct for purpose of Tendering, but exact positions of all electrical Equipment and routes of cables must be agreed on site with the Engineer before any work is carried out.

### **2.2 MCB DISTRIBUTION PANELS AND CONSUMER UNITS**

All cases of MCB Panels and consumer units shall be constructed in heavy gauge sheet with hinged covers.

Removable undrilled gland plates shall be provided on the top and bottom of the cases. Miniature circuit breakers shall be enclosed in moulded plastic with the tripping mechanism and arc chambers separated and sealed from the cable terminals.

The operating dolly shall be trip free with a positive movement in both make and break position. Clear indication of the position of the handle shall be incorporated.

The tripping mechanism shall be on inverse characteristic to prevent tripping in temporary overloads and shall not be affected by normal variation in ambient temperature.

A locking plate shall be provided for each size of breaker; A complete list of circuit details on typed cartridge paper glued to stiff cardboards and covered with a sheet of perspex, and held in position with four suitable fixings, shall be fitted to the inner face of the lids of each distribution panel. The appropriate MCB ratings shall be stated on the circuit chart against each circuit in use: Ivorine labels shall be secured to the insulation barriers in such a manner as to indicate the number of the circuits shown on the circuit chart.

Insulated barriers shall be fitted between phases, and neutrals in all boards, and to shroud live parts.

Neutral cables shall be connected to the neutral bar in the same sequence as the phase cables are connected to the MCB's. This shall also apply to earth bars when installed.

### **2.3 FUSED SWITCHGEAR AND ISOLATORS**

All fused switchgear and isolators whether mounted on machinery, walls or industrial panels shall conform to the requirements of KS 04 - 226 PART: 1: 1985.

All contacts are to be fully shrouded and are to have a breaking capacity on manual operations as required by KS 04 - 182: 1980.

Fuse links for fused switches are to be of high rupturing capacity cartridge type, conforming to KS 04 - 183: 1978.

Isolators shall be load breaking/fault making isolators.

Fused switches and isolators are to have separate metal enclosures. Mechanical interlocks are to be provided between the door and main switch operating mechanism so arranged that the door may not be opened with

the switch in the 'ON' position. Similarly; it shall not be possible to close the switch with the door open except that provision to defeat the mechanical interlock and close the switch with the door in the open position for test purposes. The 'ON' and 'OFF' positions of all switches and isolators shall be clearly indicated by a mechanical flag indicator or similar device. In T.P & N fused switch units, bolted neutral links are to be fitted.

## **2.4 CONDUITS AND CONDUIT RUNS**

Conduit systems are to be installed so as to allow the loop-in system of wiring:

All conduits shall be black rigid super high impact heavy gauge class 'A' PVC in accordance with KS 04 - 179: 1988 and IEE Regulations. No conduit less than 20mm in diameter shall be used anywhere in this installation.

Conduit shall be installed buried in plaster work and floor screed except when run on wooden or metal surface when they will be installed surface supported with saddles every 600mm. Conduit run in chases shall be firmly held in position by means of substantial pipe hooks driven into wooden plugs.

The Sub-contractor's attention is drawn to the necessity of keeping all conduits entirely separate from other piping services such as water and no circuit connections will be permitted between conduits and such pipes. All conduits systems shall be arranged wherever possible to be self-draining to switch boxes and conduit outlet points for fittings:

The systems, when installed and before wiring shall be kept plugged with well-fitting plugs and when short conduit pieces are used as plugs, they shall be doubled over and tied firmly together with steel wire; before wiring all conduit systems shall be carried out until the particular section of the conduit installation is complete in every respect.

The sets and bends in conduit runs are to be formed on site using appropriate size bending springs and all radii of bends must not be less than 2.5 times the outside diameter of the conduit. No solid or inspection bends, tees or elbows will be used.

Conduit connections shall either be by a demountable (screwed up) assembly or adhesive fixed and water tight by solution. The tube and fittings must be clean and free of all grease before applying the adhesive. When connections are made between the conduit and switch boxes, circular or nonscrewed boxes, care shall be taken that no rough edges of conduit stick out into the boxes.

Runs between draw in boxes are not to have more than two right angle bends or their equivalent. The sub-contractor may be required to demonstrate to the Engineers that wiring in any particular run is easily withdrawable and the sub-contractor may, at no extra cost to the contract; be required to install additional draw-in boxes required. If conduit is installed in straight runs in excess of 6000mm, expansion couplings as manufactured by Eगतube shall be used at intervals of 6000mm.

Where conduit runs are to be concealed in pillars and beams, the approval of the Structural Engineer, shall be obtained. The sub-contractor shall be responsible for marking the accurate position of all holes chases etc., on site, or if the Engineer so directs, shall provide the Main Contractor with dimensional drawings to enable him to mark out and form all holes and chases. Should the subcontractor fail to inform the main contractor of any inaccuracies in this respect they shall be rectified at the sub-contractor's expense.

It will be the Sub-contractor's responsibility to ascertain from site, the details of reinforced concrete or structural steelwork and check from the builder's drawings the positions of walls, structural concrete and

finishes. No reinforced concrete or steelwork may be drilled without first obtaining the written permission of the Structural Engineer.

The drawings provided with these specifications indicate the appropriate positions only of points and switches, and it shall be the Sub-Contractors responsibility to mark out and centre on site the accurate positions where necessary in consultation with the Architect and the Engineer. The sub-contractor alone shall be responsible for the accuracy of the final position.

## **2.5 CONDUIT BOXES AND ACCESSORIES**

All conduit outlets and junction boxes are to be either malleable iron and of standard circular pattern of the appropriate type to suit saddles being used or super high impact PVC manufactured to KS 04 - 179: 1983.

Small circular pattern boxes are to be used with conduits up to and including 25mm outside diameter. Rectangular pattern adaptable boxes are to be used for conduits of 32mm outside diameter and larger. For drawing in of cables in exposed runs of conduit, standard pattern through boxes are to be used:

Boxes are to be not less than 50mm deep and of such dimensions as will enable the largest appropriate number of cables for the conduit sizes to be drawn in without excessive bending.

Outlet boxes for lighting fittings are to be of the loop-in type where conduit installation is concealed and the sub-contractor shall allow one such box per fitting, except where fluorescent fittings are specified when two such boxes per fitting shall be fitted flush with ceiling and if necessary fitted with break joint rings. Pattresses shall be fitted where required to outlets on surface conduit runs.

Adaptable boxes are to be of PVC or mild steel (of not less than 12swg) and black enamelled or galvanised finish according to location. They shall be of square or oblong shape location. They shall be of square or oblong shape complete with lids secured by four 2 BA brass roundhead screws; No adaptable box shall be less than 75mm x 75mm x 50mm or larger than 300mm x 300mm x 75mm and shall be adequate in depth in relation to the size of conduit entering it. Conduits shall only enter boxes by means of conduit bushes.

## **2.6 LABELS**

Labels fitted to switches and fuse boards; -

- (i) Shall be Ivorine engraved black on white.
- (ii) Shall be secured by R.H brass screws of same manufacturing throughout.
- (iii) Shall be indicated on switches: -
  - a) Reference number of switches
  - b) Special current rating
  - c) Item of equipment controlled
- (iv) Shall indicate on MCB panels
  - d) Reference number
  - e) Type of board, i.e., lighting, sockets, etc.,.
  - f) Size of cable supplying panel
  - g) where to isolate feeder cable
- (v) Shall be generally not less than 75mm x 50mm.

## 2.7 EARTHING

The earthing of the installation shall comply with the following requirements; -

- (i) It shall be carried out in accordance with the appropriate sections of the current edition of the Regulations, for the Electrical Equipment of Buildings issued by Institute of Electrical Engineers of Great Britain.
- (ii) At all main distribution panels and main service positions a 25mm x 3mm minimum cross-sectional area Copper tape shall be provided and all equipment including the lead sheath and armouring of cables, distribution boards and metal frames shall be bonded thereto.
- (iii) The earth tape in Sub-clause (ii) shall be connected by means of a copper tape or cable of suitable cross-sectional area to an earth electrode which shall be a copper earth rod (see later sub-clause).
- (iv) All tapes to be soft high conductivity copper, untinned except where otherwise specified and where run underground on or through walls, floors, etc., it shall be served with corrosion resisting tape or coated with corrosion compound and braided
- (v) Where the earth electrode is located outside the building a removable test link shall be provided inside the building as near as possible to the point of entry to the tape, for isolating the earth electrode for testing purposes.
- (vi) Earthing of sub-main equipment shall be deemed to be satisfactory where the submain cables are M.I.C.S. or conduit with separate earth wire, and installation is carried out in accordance with the figures stated in the current edition of the I.E.E Regulations.
- (vii) Where an earth rod is specified (see Sub-clause (iii) it shall be proprietary manufacture, solid hand drawn copper of 15mm diameter driven into the ground to a minimum depth of 3.6M. It shall be made up to 1.2m sections with internal screw and socket joints and fitted with hardened steel tip and driving cap.
- (viii) Earth plates will not be permitted
- (ix) Where an earth rod is used the earth resistance shall be tested in the manner described in the current edition of the IEE Regulations, by the Sub-Contractor in the presence of the Engineer and the Sub-Contractor shall be responsible for the supply of all test equipment.
- (x) Where copper tape is fixed to the building structure it shall be by means of purpose made non-ferrous saddles which space the conductor away from the structure a minimum distance of 20mm. Fixings, shall be made using purpose made plugs; No fixings requiring holes to be drilled through the tape will be accepted.
- (xi) Joints in copper tape shall be tinned before assembly riveted with a minimum of two copper rivets and seated solid.
- (xii) Where holes are drilled in the earth tape for connection to items of equipment the effective cross-sectional area must not be less than required to comply with the IEE regulations.
- (xiii) Bolts, nuts and washers for any fixing to the earth tape must be of non-ferrous material.

- (xiv) Attention is drawn to the need for the earthing metal parts of lighting fittings and for bonding ball joint suspension in lighting fittings.

## **2.8 CABLES AND FLEXIBLE CORDS**

All cables used in this Sub-Contract shall be manufactured in accordance with the current appropriate Kenya standard Specification which are as follows: -

P.V.C. Insulated Cables and Flexible Cords	---	Ks 04-192:1988
P.V.C Insulated Armoured Cables	---	Ks 04-194:1990
Armouring of Electric cables	---	Ks 04-290:1987

The successful Sub-Contractor will, at the Engineers discretion be required to submit samples of cables for the Engineers approval; the Engineer reserves the right to call for the cables of an alternative manufacture without any extra cost being incurred.

P.V.C. insulated cables shall be 500/1000-volt grade. No cables smaller than 1.5mm<sup>2</sup> shall be used unless otherwise specified. The installation and the finish of cables shall be as detailed in later clauses. The colour of cables shall conform to the details stated in the "Cable Braid and insulation Colours" Clause.

## **2.9 ARMOURED P.V.C. INSULATED AND SHEATHED CABLES:**

Shall be 600/1000-volt grade manufactured to Ks 04-194:1988 and Ks 04-187/188 with copper stranded conductors.

The wire armour of the cable shall be used wholly as an earth continuity conductor and the resistance of the wire armour shall have a resistance not more than twice of the largest current carrying conductor of the cable.

P.V.C./S.W.A./P.V.C. cables shall be terminated using "Telecom" "B" type or approved equal or approved equal glands and a P.V.C. tapered sleeve shall be provided to shroud each gland.

## **2.10 CABLE SUPPORTS, MARKERS AND TILES**

All PVC/SWA/PVC cables run inside the building shall be fixed in rising ducts or on ceilings by means of die cast cable hooks or clamps, of appropriate size to suit cables, fixed by studs and back nuts to their channel sections.

Alternatively, fixing shall be by BICC claw type cleating system with die-cast cleats and galvanized mild steel back straps or similar approved equal method. For one or two cables run together the cleats shall be fixed a special channel section supports or backstraps described above which shall in turn be secured to walls or ceilings of ducts by rawbolts.

In excessively damp or corrosive atmospheric conditions special finishes may be required and the Subcontractor shall apply to the Engineer for further instructions before ordering cleats and channels for such areas.

The above type of hooks and clamps and channels or cleats and blackstraps shall also be used for securing cables in vertical ducts.

Cables supports shall be fixed at 600mm maximum intervals, the supports being supplied and erected under this Sub-contract. Saddles shall not be used for supporting cables nor any other type of fixing other than one of the two methods described above or other system which has received prior approval of the Engineer;

Cables are to be kept clear of all pipe work and the Sub-contractor shall work in close liaison with other services Sub-contractors.

The Sub-Contractor shall include for the provision of fixing of approved type coloured slip on cables end markers to indicate permanently the correct phase and neutral colours on all ends.

Provision shall be made for supplying and fixing approved non-corrosive metal cable markers to be attached to the outside of all PVC/SWA/PVC cables at 15mm intervals indicating cable size and distinction.

Where PVC/SWA/PVC cables are outside the building they shall be laid underground 750mm deep with protecting concrete interlocking cover tiles laid over which shall be provided and laid under this Sub-contract.

All necessary excavations and reinstatement of ground including sanding or trenches will be carried out by the Sub-Contractor, unless otherwise stated.

### **2.11 PVC INSULATED CABLES**

Shall be of non-braided type as CMA reference 6491 x 600/1000/1000-volt grade cables, or equal approved.

PVC cables shall conform to the details of the "Cables and Flexible cords" and "Cable Braid and Insulation Colours" clauses.

### **2.12 HEAT RESISTING CABLES**

Final connections to cookers, water heaters, etc., shall be made using butyl rubber insulated cable as CMA reference 610 butyl (Single core 600/1000 Volt).

This type of cable shall be used in all instances where a temperature exceeding 100°F, but not exceeding 150°F is likely to be experienced. Final connections to all lighting fittings (and other equipment where a temperature in excess of 150°C likely to be experienced) shall be made using silicon rubber insulated cable or equal and approved.

### **2.13 FLEXIBLE CORDS**

Shall be in accordance with the "Cable and Flexible Cords" clause. No cord shall be less than 24/0.2mm in size unless otherwise specified.

Circular white twin TRS flex shall be used for plain pendant fittings up to 100 watts. For all other types of lighting fittings, the flexible cable shall be silicone rubber insulated.

No polythene insulated flexible cable shall be used in any lighting fitting or other appliance (see "Heat Resisting Cables" Clause 30).

### **2.14 CABLE ENDS AND PHASE COLOURS**

All cable ends connected up in switchgear, MCB panels etc., shall have the insulation carefully cut back and the ends sealed with Hellerman rubber slip on cable end markers.

The markers shall be of appropriate phase colour for switch and all other live feeds to the details of the "Cable Insulation Colours" clause. Black cable with black end markers shall only be used for neutral cables.

## 2.15 CABLE INSULATION COLOURS

Unless otherwise stated in later clauses the insulation colours shall be in accordance with the following table.

Where other systems are installed the cable colours shall be in accordance with the details stated in the appropriate clause.

<u>SYSTEM</u>	<u>INSULATION COLOUR</u>	<u>CABLE END MARKER</u>
1) Main and Sub-Main		
a) Phase	Red	Red
b) Neutral	Black	Black
2) Sub-Circuits Single Phase		
a) Phase	Red	Red
b) Neutral	Black	Black

## 2.16 SUB-CIRCUIT WIRING

For all lighting and sockets wiring shall be carried out in the "looping in" system and there shall be no joints whatsoever. No lighting circuits shall comprise more than 20 points when protected by 10A MCB. Cables with different cross-section area of copper shall not be used in combination.

Lighting circuits P.V.C. cable.

- (i) 1.5mm<sup>2</sup> for all lighting circuits indicated on the drawing.

Power circuits P.V.C cable (minimum sizes).

- (i) 2.5mm<sup>2</sup> for one, two or three 5Amp sockets wired in parallel.
- (ii) 2.5mm<sup>2</sup> for one 15Amp socket.
- (iii) 2.5mm<sup>2</sup> for maximum of ten switched 13 Amp sockets wired from 30 Amp MCB.

The wiring sizes for lighting circuits and sockets are shown on the drawings. In such cases, the sizes shown on the drawings shall prevail over the sizes specified.

Wiring sizes for other appliances shall be shown on the drawing or specified in later clauses of this specification.

### **2.17 SPACE FACTOR**

The maximum number of cables that may be accommodated in a given size of conduit or trunking or duct is not to exceed the number in Tables B.5 and B.6 or as stated in Regulation B.91, B.117 and B.118 of the I.E.E Regulations whichever is appropriate.

### **2.18 INSULATION**

The insulation resistance to earth and between poles of the whole wiring system, fittings and lumps, shall not be less than the requirements of the latest edition of the I.E.E Regulations. Complete tests shall be made on all circuits by the Sub-contractor before the installations are handed over.

A report of all tests shall be furnished by the Sub-Contractor to the Engineer. The Engineer will then check test with his own instruments if necessary.

### **2.19 LIGHTING SWITCHES**

These shall be mounted flush with the walls, shall be contained in steel or alloy boxes and shall be of the gangs' ratings and type shown in the drawings. They shall be as manufactured by M.K. Electrical Ltd., or other equal and approved to KS 04 - 247: 1988

### **2.20 SOCKETS AND SWITCHED SOCKETS**

These shall be flush pattern in steel/pvc box and shall be of the gangs and type specified in the drawings.

They shall be 13- Amp, 3-pin, shuttered, switched and as manufactured by "M.K. Electrical Co. Ltd.", or other approved equal to KS 04 - 246: 1987

### **2.21 FUSED SPUR BOXES**

These shall be flush, D.P switched as in steel/pvc box and of type and make specified in the drawings complete with pilot light and as manufactured by "M. K. Electrical Company Ltd", or other approved equal. KS 04 - 247: 1988

### **2.22 COOKER OUTLETS**

These shall be flush mounted with 13-A switched socket outlet and neon indicator Lamps.

The cooker control units shall be as manufactured by "M.K. Electrical Company Ltd", or other approved equal KS 04 - 247: 1988

### **2.23 CONNECTORS**

Shall be specified in the drawings and appropriate rating. These shall be fitted at all conduit box lighting point outlets for jointing of looped P.V.C cables with flexible cables of specified quality.

## **2.24 LAMPHOLDERS**

Shall be of extra heavy H.O skirted and shall be provided for every specified lighting fitting and shall be B.C., E.S., or G.E.S as required. All E.S. and G.E.S. holders shall be heavy brass type (except for plain pendants where the reinforced bakelite type shall be used). The screwed cap of the E.S and G.E.S. holders shall be connected to the neutral.

Where lampholders are supported by flexible cable, the holders shall have "cord grip" arrangements and in the case of metal shades earthing screws shall be provided on each of the holders.

The Sub-Contractor must order the appropriate type of holder when ordering lighting fittings, to ensure that the correct types of holders are provided irrespective of the type normally supplied by the manufacturers.

## **2.25 LAMPS**

All lamps shall be suitable for normal stated supply voltage and the number and sizes of lamps detailed on the drawings shall be supplied and fixed. The Sub-Contractor must verify the actual supply voltage with the supply authority before ordering the lamps.

Tungsten filament lamps shall be manufactured in accordance with KS 04 - 112:1978 for general service lamps and KS 04 - 307:1985 for lamps other than general services. Tubular fluorescent lamps shall comply with KS 04 - 464:1982

Pearl lamps shall be used in all fittings unless otherwise specified.

## **2.26 LIGHTING FITTINGS AND STREET LIGHTING LANTERNS**

This Sub-Contract shall include for the provision, handling charges, taking the delivery, safe storage, wiring (including internal wiring) assembling and erecting of all lighting fittings shown on the drawings.

All fittings and pendants shall be fixed to the conduit boxes with brass R/H screws. These to be in line with metal finish of fittings. The lighting fittings are detailed for the purpose of establishing a high standard of finish and under no circumstances will substitute fittings be permitted.

In case of rectangular shaped ceiling fittings, the extreme ends of the fittings shall be secured to suitable support in addition to the central conduit box fittings. Supports shall be provided and fixed by the Sub-Contractor.

The whole of the metal work of each lighting fittings shall be effectively bonded to earth. In the case of ball and/or knuckle joints short lengths of flexible cable shall be provided, bonded to the metal work on either side of the joints. If the above provisions are not made by the manufacturers -, the Sub-contractor shall include cost of additional work necessary in his tender. See "Flexible Cords" clause for details of internal wiring of lighting fittings.

Minimum size of internal wiring shall be 20/0.20mm (23/0067). Each lighting fitting shall be provided with number type and size of lamps as detailed on the drawings. It is to be noted that some fittings are suspended as shown on the drawings.

Where two or more points are shown adjacent to each other on the drawings, e.g. socket outlet and telephone outlet, they shall be lined up vertically or horizontally on the centre lines of the units concerned.

Normally, the units shall be lined up on vertical centre lines, but where it is necessary to mount units at low level they shall be lined up horizontally.

## **2.27 POSITIONS OF POINTS AND SWITCHES**

Although the approximate positions of all points are shown on the drawings, enquiry shall be made as to the exact positions of all M.C.B panels, lighting points, socket outlets etc., before work is actually commenced. The Sub-contractor must approach the Architect with regard to the final layout of all lights on the ceiling and walls.

The Sub-contractor must consult with the Engineer in liaison with the Clerk of Works, or the General Foreman on site regarding the positions of all points before fixing any conduit etc. The SubContractor shall be responsible for all alterations made necessary by the non-compliance with the clause.

## **2.28 CURRENT OPERATED EARTH LEAKAGE CIRCUIT BREAKER**

Current operated earth leakage circuit breaker shall conform to B.S.S. 4293:68 rated at 240 volts D.P. 50 cycles A.C. Mains.

The breaker shall be provided with test switch and fitted in weather proof enclosure for surface mounting. The rated load current and earth fault operating current shall be as specified in the drawings. These shall be as manufactured by Crabtree, Siemens or other equal and approved.

When switches are arranged in their formation all necessary horizontal and vertical barriers shall be provided to ensure segregation from adjacent units. Means of locking the switch in the "OFF" position shall be provided.

## **2.29 M.V. SWITCHBOARD AND SWITCHGEAR**

The switchboard shall be manufactured in accordance with KS04-226 which co-ordinates the requirements for electrical power switchgear and associated apparatus. It is not intended that this K.S. should cover the requirements for specified apparatus for which separate Kenyan Standard exist. All equipment and material used in the switchboard shall be in accordance with the appropriate Kenya Standard.

The switchboard shall comprise the equipment shown on the drawings together with all current transformers, auxiliary fuses, labels, small wiring and interconnections necessary for the satisfactory operation of the switchboard.

The Switchboard shall be of the flush fronted, enclosed, metal clad type with full front or rear access as called for in the particular specifications, suitable for indoor use, sectionalized as necessary to facilitate transport and erection. The maximum height of the switchboard is to be approximately 2.0 metres. A suitable connection chamber containing all field terminals shall be provided at the top or bottom of the switchboard as appropriate.

Before manufacture, the Sub-Contractor shall submit to the consulting Engineer for approval of detailed drawings showing the layout, construction and connection of the switchboard.

All bus-bars and bus-bar connections shall consist of high conductivity copper and be provided in accordance with KS 04-226: 1985. The bus-bars shall be clearly marked with the appropriate phase and neutral colours which should be red, yellow, blue for the phases and black for neutral. The busbars shall be so arranged in the switchboard that the extensions to the left and right may be made in the future with ease should the need arise.

Small wiring, which will be neatly arranged and cleated, shall be executed in accordance with B.S. 158 and the insulation of the wiring shall be coloured according to the phase or neutral connection. Switches and fuse

switches, shall be in strict accordance with KS04-183:1978 Class 2 switches. Means of locking the switch in the "OFF" position shall be provided.

All fuse switches shall comply with KS04-183:1978, PARTS 2 and 3 a fault rating at least equal to the fault rating of the switchboard in which they are installed. Cartridge fuse links to KS 04-183:1978 category A.C. 46, class Q1 and fusing factor not exceeding 1.5 shall be supplied with each fused switch.

Mounting arrangements shall be such that individual complete fuse switches may be disconnected and withdrawn when necessary without extensive dismantling work.

When switches are arranged in their formation all necessary horizontal and vertical barriers shall be provided to ensure segregation from adjacent units. Means of locking the switch in the "OFF" position shall be provided.

### **2.30 STEEL CONDUITS AND STEEL TRUNKING**

Conduits shall be of heavy gauge class "B" welded to Standard specification KS 04-180:1985. In no case will conduit smaller than 20mm diameter be used on the works. Conduits installed within buildings shall be black enamelled finish except where specified otherwise. Where installed externally or in damp conditions they shall be galvanised. Conduit fittings, accessories or equipment used in conjunction with galvanised conduits shall also be galvanised or otherwise as approved by the service engineer.

Metal trunking shall be fabricated from mild steel of not less than 18 swg. All sections of trunking shall be rigidly fixed together and attached to the framework or fabric or the building at intervals of not less than 1.2m. Joint trunking shall not overhang fixing points by more than 0.5m.

All trunking shall be made electrically continuous by means of 25 x 3mm copper links across each joint and where the trunking is galvanised, the links shall be made by galvanised flat iron strips.

All trunking fittings (i.e. Bends, tees, etc.) shall leave the main through completely clear of obstructions and continuously open except through walls and floors at which points suitable fire resisting barriers shall be provided as may be necessary. The inner edge of bends and tees shall be chamfered where cables larger than 35mm<sup>2</sup> are employed.

Where trunking passes through ceilings and walls the cover shall be solidly fixed to 150mm either side of ceilings and floors and 50mm either side of walls.

Screws and bolts securing covers to trunking or sections of covers together shall be arranged so that damage to cables cannot occur either when fixing covers or when installing cables in the trough.

Where trunking is used to connect switchgear of fuseboards, such connections shall be made by trunking fittings manufactured for this purpose and not by multiple conduit couplings.

Where vertical sections of trunking are used which exceed 4.5m in length, staggered tie off points shall be provided at 4.5m intervals to support the weight of cables.

Unless otherwise stated, all trunking systems shall be painted as for conduit.

Where a wiring system incorporates galvanised conduit and trunking, the trunking shall be deemed to be galvanised unless specified otherwise.

The number of cables to be installed in trunking shall be such as to permit easy drawing in without damage to the cables, and shall in no circumstances be such that a space factor of 45% is exceeded.

Conduit and trunking shall be mechanically and electrically continuous. Conduit shall be tightly screwed between the various lengths so that they butt at the socketed joints. The internal edges of conduit and all fittings shall be smooth, free from burrs and other defects.

Oil and any other insulating substance shall be removed from the screw threads; where conduits terminate in fuse-gear, distribution boards, adaptable boxes, non-spouted switchboxes, etc., they shall, unless otherwise stated, be connected thereto by means of smooth bore male brass bushes, compression washers and sockets. All exposed threads and abrasions shall be painted using an oil paint for black enameled tubing and galvanizing paint for galvanised tubing immediately after the conduits are erected. All bends and sets shall be made cold without altering the section of the conduit.

The inner radius of the bend shall not be less than four (4) times the outside diameter of the conduit. Not more than two right angle bends will be permitted without the inter-position of a draw-in-box. Where straight runs of conduit are installed, draw-in-boxes shall be provided at distances not exceeding 15m. No tees, elbows, sleeves, either of inspection or solid type, will be permitted.

Conduit shall be swabbed out prior to drawing in cables, and they shall be laid so as to drain of all condensed moisture without injury to end connections.

Conduits and trunking shall be run at least 150mm clear of hot water and steam pipes, and at least 75mm clear of cold water and other services unless otherwise approved by the services engineer.

All boxes shall conform to BS 6841: 1986, to be of malleable iron, and black enamelled or galvanised according to the type of conduit specified. All accessory boxes shall have threaded brass inserts.

Box lids where required shall be heavy gauge metal, secured by means of zinc plated or cadmium plated steel screws.

All adaptable boxes and lids of the same size shall be interchangeable.

Boxes used on surface work are to be tapped or drilled to line up with the conduit fixed in distance type saddles allowing clearance between the conduit and wall without the need for setting the conduit.

Where used in conjunction with mineral insulated copper sheathed cable, galvanised boxes shall be used and painted after erection.

Draw-in boxes in the floors are generally to be avoided but where they are essential, they must be grouped in positions approved by the services engineer and covered and by the suitable floor traps, with non-ferrous trays and covers.

The floor trap covers are to be recessed and filled in with a material to match the floor surface.

The Sub-contractor must take full responsibility for the filling in of all covers, but the filling in material will be supplied and the filling carried out by the main building contractor.

Where buried in the ground outside the building the whole of the buried conduit is to be painted with two coats of approved bitumastic composition before covering up.

Where run on the surface, unpainted fittings and joints shall be painted with two coats of oil bound enamel applied to rust and grease free metalwork.

## **2.31 TESTING ON SITE**

The Sub-contractor shall conduct during and at the completion of the installation and, if required, again at the expiration of the maintenance period, tests in accordance with the relevant section of the current edition of the Regulations for the electrical equipment of buildings issued by the I.E.E of Great Britain, the Government Electrical Specification and the Electric Supply Company's By-Laws.

- (a) Tests shall be carried out to prove that all single pole switches are installed in the 'live' conductor.
- (b) Tests shall be carried out to prove that all socket outlets and switched socket outlets are connected to the 'live' conductor in the terminal marked as such, and that each earth pin is effectively bonded to the earth continuity system. Tests shall be carried out to verify the continuity of all conductors of each 'ring' circuit.
- (c) Phase tests shall be carried out on completion of the installation to ensure that correct phase sequence is maintained throughout the installation. Triplicate copies of the results of the above tests shall be provided within 14 days of the witnessed tests and the Sub-contractor will be required to issue to the service engineer the requisite certificate upon completion as required by the regulations referred to above.
- (d) Any faults, defects or omissions or faulty workmanship, incorrectly positioned or installed parts of the installation made apparently by such inspections or tests shall be rectified by the Subcontractor at his own expense.
- (e) The Sub-contractor shall provide accurate instruments and apparatus and all labour required to carry out the above tests. The instruments and apparatus shall be made available to the services engineer to enable him to carry out such tests as he may require.
- (f) The Sub-contractor shall generally attend on other contractors employed on the project and carry out such electrical tests as may be necessary.
- (g) The Sub-contractor shall test to the services engineer's approval and as specified elsewhere in this specification or in standards and regulations already referred to, all equipment, plant and apparatus forming part of the works and before connecting to any power or other supply and setting to work.
- (h) Where such equipment, etc., forms part of or is connected to a system whether primarily or of an electrical nature or otherwise (e.g. air conditioning system) the Sub-contractor shall attend on and assist in balancing, regulating testing and commissioning, or if primarily an electrical or other system forming part of works, shall balance, regulate, test and commission the system to the service engineer's approval.

### **GENERAL SPECIFICATIONS OF MATERIALS AND WORKS**

The electrical sub-contractor shall comply with the following: -

1. Government Electrical Specifications No. 1 and No. 2.
2. All requirements of Kenya Power Company Limited

## **PART B: PARTICULAR SPECIFICATIONS FOR ICT AND AUDIOVISUAL WORKS**

### **1. DESCRIPTION OF THE PROJECT**

The works to be carried out comprise the following;

- i) Proposed supply, installation, testing and commissioning of a structured cabling system, CCTV surveillance infrastructure, audiovisual works, computers and other associated works.
- ii) Configure and set up the structured cabling system to be used on LAN,

### **2. REGULATIONS**

The contractor shall, in execution and completion of the works in the detailed design for which he is responsible, comply with the provisions of the following as necessary and relevant;

- a) ISO/IEC, CA, ATM CENELEC 11801
- b) ANSI/EIA/TIA 56
- c) Data Protection Act 2019
- d) Information and Communications Technology Authority Order 2013
- e) Latest Edition of IEE Regulation
- f) Kenya Bureau of Standards
- g) Electric Power Act and Rules made there under.

### **3. WORKING DRAWINGS**

The Contractor shall submit to the Project Manager working drawings for the proposed system for approval. The drawings will show the locations of and identifiers for all cable routing and terminations, telecommunication outlets/connectors. Location of core switch and Edge switches.

### **3. General Specs for Structed Cabling and CCTV Works**

#### **i. CCTV MANAGEMENT SOFTWARE**

CCTV management software with the following minimum specifications:- ▪

Event Recording Scheme

- ✦ Operate Motion-Detector-Recording ▪ NTSC-PAL video recording.
- ✦ Be capable of recording real time images at full resolution and frames rate. ▪ Features for connection for alarm system Automatic Recycling ▪ Users' passwords.
- ✦ Input, Output, Audio Alert Facilities
- ✦ Remote Viewing Facilities, TCP/IP, INTERNET, ISDN, modem
- ✦ Capability of streaming into the client's existing LAN / WAN infrastructure
- ✦ Ability to quickly search through thousands of hours of recorded video information
- ✦ Event-triggered video recording to reduce storage requirements
- ✦ Masks out disturbing areas, or areas of no interest, within the specified region
- ✦ Identifies & immediately alerts user to potential security breaches
- ✦ Features should be able to be used at very low frame rates
- ✦ Easy calibration for specific applications

- ✦ Color-matching matches user-specified colour to the video image ▪ Functions in outside environments with changing light conditions:
- ✦ Auto-learning of background feature
- ✦ Object saliency and object Consistency mechanisms to filter out phantom objects
- ✦ “Out of Focus” condition is user-calibrated by level of focus
- ✦ Automatic self-test of camera validity
- ✦ Motion Trajectory Analyzer provides advanced analysis of the motion of objects ▪ Seamless integration into Enterprise security knowledge management solution. ▪ Analysis of stationary objects

## ii. CABLING

- a) All cables must pass through conduits or trunking.
- b) All cables and connectors shall be labeled.
- c) No distortion due to kinks, sharp bends or excessive hauling tension shall be allowed.
- d) Cables shall be run in a manner eliminating any possibility of strain on the cable itself or on the terminations.
- e) Cables shall have no joints or splices.
- f) Cables shall be kept at a minimum distance of 150mm from items liable to become hot or cold.
- g) Bending radii shall be not less than eight times the overall cable diameter.
- h) The manufacturers hauling tension shall not be exceeded.
- i) All cable ties and fixings shall be tightened to support the cable loom without distortion of the cable sheath.
- j) The STP 4 pair shall be of cat 6A grade and exceed ANSI/TIA/EIA-568-Aj and ISO/IEC 11001standards. Cat 6A structured cabling shall be used throughout the entire installation.

## iii. LABELING

- a) Horizontal and backbone cables shall be labeled at each end. The cable or its label shall be marked with its identifier.
- b) A unique identifier shall be marked on each faceplate to identify it as connecting hardware.
- c) Each port on the face plate shall be labeled with its identifier.
- d) A unique identifier shall be marked on each piece of connecting hardware to identify it as a connecting hardware.
- e) Each port on the connecting hardware shall be labeled with its identifier.
- f) A unique identifier shall be marked on each port on the connecting faceplate to identify it as a connecting hardware.

## 4. ADDITIONAL NOTES

Tenderers should take note of the following

- a. The network should be capable of carrying data, voice and video. QOS should be considered as part of installation and configuration of the network.
- b. All active LAN equipment should be from the same manufacturer for seamless integration, management and maintenance.
- c. Each floor should have a telecommunication Closet to house the necessary structured cabling components and active equipment if necessary.

## 5. FIELD QUALITY CONTROL

Installation personnel shall meet manufacturer's training and education requirements for implementation of extended warranty program.

## 6. LABELING

Use 6d if the type of termination block permits labels. Otherwise use 6e.

Use 6g if the owner does not have a standard for outlet numbering. Use 6h if required. Alter time as requested.

Labeling shall conform to ANSI/TIA/EIA-606(A) standards. In addition, provide the following:

- a. Label each outlet with permanent self-adhesive label with minimum 3/16 in. high characters.
- b. Label each cable with permanent self-adhesive label with minimum, 1/8 in. high characters, in the following locations:
  1. Inside receptacle box at the work area.
  2. Behind the communication closet patch panel or punch block.
- c. Use labels on face of data patch panels. Provide facility assignment records in a protective cover at each telecommunications closet location that is specific to the facilities terminated therein.
- d. Use color-coded labels for each termination field that conforms to ANSI/TIA/EIA-606(A) standard color codes for termination blocks. e. Mount termination blocks on color-coded backboards.
- f. Labels shall be machine-printed. Hand-lettered labels shall not be acceptable.
- g. Label cables, outlets, patch panels, and punch blocks with room number in which outlet is located, followed by a single letter suffix to indicate particular outlet within room, i.e., S2107A, S2107B. Indicate riser cables by an R then pair or cable number.
- h. Mark up floor plans showing outlet locations, type, and cable marking of cables. Turn these drawings over to the owner two (2) weeks prior to move in to allow the owner's personnel to connect and test owner-provided equipment in a timely fashion.
- i. Three (3) sets of as-built drawing shall be delivered to the owner within four (4) weeks of acceptance of project by the owner. A set of as-built drawings shall be provided to the owner in magnetic media form and utilizing CAD software that is acceptable to the owner. The magnetic media shall be delivered to the owner within six (6) weeks of acceptance of project by owner.

## 7. TESTING

- a. Testing shall conform to ANSI/TIA/EIA-568-B.1 standard. Testing shall be accomplished using level IIe or higher field testers.
- b. Test each pair and shield of each cable for opens, shorts, grounds, and pair reversal. Correct grounded, and reversed pairs. Examine open and shorted pairs to determine if problem is caused by improper termination. If termination is proper, tag bad pairs at both ends and note on termination sheets.
  1. Perform testing of copper cables with tester meeting ANSI/TIA/EIA-568-B.1 requirements.
  2. If copper backbone cable contains more than one (1) percent bad pairs, remove and replace entire cable.

Use 2 or 3 as required.

3. If copper cables contain more than the following quantity of bad pairs, or if outer sheath damage is cause of bad pairs, remove and replace the entire cable:

CABLE SIZE	MAXIMUM BAD PAIRS
<100	1
101 to 300	1 - 3
301 to 600	3 - 6
>601	6

c. If horizontal cable contains bad conductors or shield, remove and replace cable.

Initially test optical cable with a light source and power meter utilizing procedures as stated in ANSI/TIA/EIA-526-14A: OFSTP-14A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant and ANSI/TIA/EIA-526-7 Measurement of Optical Power Loss of Installed Single Mode Fiber Cable Plant. Measured results shall be plus/minus 1 dB of submitted loss budget calculations. If loss figures are outside this range, test cable with optical time domain reflectometer to determine cause of variation. Correct improper splices and replace damaged cables at no charge to the owner.

- 1) Cables shall be tested at 850 and 1300 nm for multimode optical fiber cables.
- 2) Cables shall be tested at 1310 and 1550 nm for single mode optical fibers.
- 3) Testing procedures shall utilize "Method B" - One jumper reference.
- 4) Bi-directional testing of optical fibers is required.

d. Perform optical time domain reflectometer (OTDR) testing on each fiber optic conductor.

Measured results shall be plus/minus 1 dB of submitted loss budget calculations. i

Submit printout for each cable tested.

ii Submit 3.5 in. disks with test results and program to view results.

e. Where any portion of system does not meet the specifications, correct deviation and repeat applicable testing at no additional cost.

## **8. BROCHURES AND TECHNICAL LITERATURE**

Tenderers must enclose together with their submitted bids brochures detailing technical Literature and specifications of all the components of the structured cabling system. The brochures shall be used to evaluate the suitability of these components.

Any bid submitted without the brochures shall be considered technically non-responsive, and may subsequently be disqualified.

## **9. DEVIATIONS FROM THE SPECIFICATION**

The tenderer shall give details of any equipment which does not meet the specification, or any other deviations, omissions, additions or alternatives in respect of the set which he is offering.

If none, write non

## **TECHNICAL SCHEDULE**

1. The technical schedule shall be submitted by tenderers to facilitate and enable the Project Manager to evaluate the tenders, especially where the tenderer intends to supply or has based his tender sum on equipment, which differs in manufacture, type or performance from the specifications indicated by the Project Manager.
2. This schedule shall form part of the technical evaluation criterion, and tenderers are therefore advised to complete the schedule as they shall be considered non-responsive.

NB. The tenderer must complete in full the technical schedule. Apart from the information required in the technical schedule, the tenderer **MUST SUBMIT LEGIBLE** comprehensive manufacturer's technical brochures and performance details for all items listed in this schedule and **CLEARLY HIGHLIGHT THE SPECIFIC REQUIRED ITEM ONLY.**

## SECTION C

### PARTICULAR SPECIFICATIONS OF MATERIALS AND WORKS

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1.1	LOCATION OF SITE
1.2	EXTENT OF WORKS
1.3	REGULATION AND STANDARDS
1.4	ELECTRICAL REQUIREMENTS
1.5	MANDATORY REQUIREMENTS
1.6	PART A - ELECTRICAL INSTALLATION WORKS
1.7	PART B - STRUCTURED CABLING, CCTV, AND AUDIO-VISUAL INSTALLATION WORKS

# **PARTICULAR AND TECHNICAL SPECIFICATIONS FOR ELECTRICAL, STRUCTURED CABLING, AND STANDBY GENERATOR INSTALLATION.**

## **PART A - ELECTRICAL INSTALLATION WORKS**

### **1. Location of site**

The completed mobile truck will be delivered at the Supreme Court of Kenya Premises – Nairobi County

### **2. SCOPE OF WORKS**

The works to be carried out under this sub-contract comprise supply, installation, testing and commissioning of the following: -

#### **a) Electrical Works**

This shall include Conduiting, Cabling, Trunking, fittings and accessories.

#### **b) Structured cabling works**

This shall include cabling, fittings and telephone/data outlet plates.

#### **c) CCTV Installation works**

This shall include cameras, NVR, Switch, and associated cabling.

#### **d) Audio Visual Installation works**

This shall include LED displays, table top unit, camera and associated cabling.

#### **e) Generator Installation Works**

This shall include the supply and installation of 10KVA standby generator to provide secondary backup power to the solar energy.

#### **f) Solar Installation works**

This shall include a complete solar solution comprised of 4No. 750Watt solar panels, 3kW Inverter, 10KVA 200Ah Lithium-ion battery, and other associated works.

### **3. MATERIALS FOR THE WORKS**

Materials shall be as specified in Section C and in the Bills of Quantities of this document which shall be read in conjunction with contract drawings. Alternative materials shall be accepted only after approval by the Project Manager.

### **4. Extent of The Works**

The works to be carried out include the supply, delivery, installation, testing, commissioning and leaving in servicing condition the Electrical, Structured Cabling and Solar systems in the proposed Site as herein described in this specification. The works shall include, but not limited to the supply and installation of the following:

- Electrical cabling and fittings;
- Structured Cabling;
- Switches; and
- CCTV
- Audio Visual

- Solar installation works
- Generator Installation works

#### 5. Regulation and Standard

The works shall comply with the provisions of the following as necessary and relevant:

- ISO/IEC, CA, ATM CENELEC 11801
- ANSI/EIA/TIA 56
- Latest Edition of IEE Regulation
- Kenya Bureau of Standards (KEBS)
- Institution of Electrical Engineers (I.E.E) Wiring Regulations
- Current recommendation of CCITT and CC1R
- Energy Act and Rules made there under
- All relevant traffic Acts

#### 6. ELECTRICAL REQUIREMENTS

The equipment to be supplied shall be capable of being operated from 240V AC 50Hz power supply.

#### 7. MANDATORY REQUIREMENTS

- A. All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system.
- B. All systems and components shall have been thoroughly tested and proven in actual use.
- C. All systems and components shall be provided with the availability of a, 24-hour technical assistance program (TAP) from the manufacturer. The TAP shall allow for immediate technical assistance for either the dealer/installer or the end user at no charge.
- D. All systems and components shall be provided with a one-day turn around repair express and 24-hour parts replacement. The repair and parts express shall be guaranteed by the manufacturer on warranty and non-warranty items.
- E. The supplier shall be the manufacturer, or the manufacturer appointed agent (proof to be submitted).
- F. The Offered system has been installed and commissioned by the supplier in other locations.

### 1. List of Goods and Delivery Schedule

[The Procuring Entity shall fill in this table, with the exception of the column "Tenderer's offered Delivery date" to be filled by the tenderer]

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [to be provided by the tenderer]
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]
<b>1</b>	<b>MOBILE COURT TRUCK, 6x4, L.W.B., 7,000 - 10,000cc, DIESEL. F</b>	<b>1</b>	<b>NO</b>	<b>The Judiciary Supreme Court</b>	<b>30 Days</b>	<b>60 Days</b>	

## Technical Specifications

2.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS and consider that:

- i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate the preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
- ii) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
- iv) The PPRA encourages the use of metric units.
  - v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
- vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent." When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
- vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable, the words "or at least equivalent" shall always follow such references.
- viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
  - a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
  - b) Any sustainable procurement technical requirements shall be clearly specified.

2.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement

requirements.

- i) Detailed tests required (type and number).

- ii) Other additional work and/or Related Services required to achieve full delivery/completion.
- iii) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.
- iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

2.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

2.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.

2.5 If a summary of the Technical Specifications(TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

**Summary of Technical Specifications:** The Goods and Related Services shall comply with following Technical Specifications and Standards:

## **SECTION V - DRAWINGS**

The actual drawings, including Site plans of the interior as designed.



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**PART 3 - CONDITIONS OF  
CONTRACT AND  
CONTRACT FORMS**

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## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the Procuring Entity purchasing the Goods and Related Services, as specified in the SCC.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “Base Date” means a date 30 day prior to the submission of tenders.
- n) “Laws” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “Letter of Acceptance” means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

p) **“Procuring Entity”** means the Entity named in the Special Conditions of Contract.

## 2. Interpretation

21. If the context so requires it, singular means plural and vice versa.

22. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

## 3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

## 4. Fraud and Corruption

31 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

32 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

### 4.1 Entire Agreement

4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

### 4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

### 4.3 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### **4.4 Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### **5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

#### **6. Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

#### **7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

#### **8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with

proof of receipt.

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

## **9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

## **10. Settlement of Disputes**

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

### **10.2 Arbitration proceedings shall be conducted as follows:**

10.21 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

10.22 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

10.23 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

10.24 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

10.25 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

10.26 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

10.27 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed

upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

### **103 Arbitration Proceedings**

1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Kenya National Chamber of Commerce
- ii) Chartered Institute of Arbitrators (Kenya Branch)
- iii) The Law Society of Kenya

1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

### **1033 Alternative Arbitration Proceedings**

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

### **104 Arbitration with Foreign Suppliers**

1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

1042 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

### **105 Alternative Arbitration Proceedings**

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

### **106 Failure to Comply with Arbitrator's Decision**

1061 The award of such Arbitrator shall be final and binding upon the parties.

1062 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

### **107 Contract operations continue**

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **11. Inspections and Audit by the Procuring Entity**

- 11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.
- 11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

## **12. Scope of Supply**

- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

## **13. Delivery and Documents**

- 13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

## **14. Supplier's Responsibilities**

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

## **15. Contract Price**

- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.

- 15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based

on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

## **16. Terms of Payment**

- 16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.
- 16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.

- 164 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 165 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

## **17 Taxes and Duties**

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## **18. Performance Security**

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.
- 18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

## **19. Copyright**

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **20. Confidential Information**

The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the

Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

- 20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
  - b) now or hereafter enters the public domain through no fault of that party;
  - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

## **21. Subcontracting**

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **22. Specifications and Standards**

### **22.1 Technical Specifications and Drawings**

- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

### **23. Packing and Documents**

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

### **24. Insurance**

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured – in a freely convertible currency from an eligible country – against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

### **25. Transportation and Incidental Services**

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC**:
- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

### **26. Inspections and Tests**

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, 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.

- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

## **28. Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

## **29. Patent Indemnity**

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

295 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

### **30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

### **31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

### **32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.

32.2 or purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **33. Change Orders and Contract Amendments**

- 33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
  - b) the method of shipment or packing;
  - c) the place of delivery; and
  - d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the

Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

33.5 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improves the quality, efficiency or sustainability of the Goods; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

33.6 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

#### **35. Termination**

35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
  - ii) if the Supplier fails to perform any other obligation under the Contract; or
  - iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or inexecuting the Contract.
- b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.

### 35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
  - i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

## 36. Assignment

- 36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## 37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

## SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <b>The Judiciary</b> Supreme Court Building, City Hall Way P. O. Box 30041-00100 Nairobi
GCC 4.2	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For <b>notices</b> , the Procuring Entity's address shall be:  Attn; The Director Supply Chain Management  ServicesThe Chief Registrar of the Judiciary Supreme Court Building, City Hall Way P.O. Box 30041-00100 Nairobi, Kenya Email: <a href="mailto:dscms@court.go.ke">dscms@court.go.ke</a>
GCC 10.2	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration or appropriate court for determination. In the event the matter goes for Arbitration or Mediation, parties will agree on the Arbitrator(s) and final decision of a person(s) to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.
GCC 10.4.2	The place of arbitration shall be The Judiciary Supreme Court Building, City Hall Way P. O. Box 30041-00100 Nairobi
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are <i>Delivery Notes and Invoices</i> .
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>shall not be</i> adjustable.

GCC 16.1	<p><b>B. Payment for Goods and Services supplied from within Kenya:</b></p> <p>Payment for Goods and Services supplied from within Kenya shall be made in [Kshs], as follows:</p> <p><b>On Acceptance:</b> The Contract Price shall be paid to the Supplier within ninety (90) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity or as agreed.</p> <p>Payment upon successful delivery, testing, commissioning, training inspection and acceptance of services subject to inspection and acceptance report. Documents to be attached include:</p> <ol style="list-style-type: none"> <li>1. Invoice</li> <li>2. The Delivery notes</li> <li>3. Inspection and Acceptance report of the Judiciary Inspection and Acceptance Committee</li> </ol>
GCC 16.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be [N/A] days.</p> <p>The interest rate that shall be applied is [N/A]</p>
GCC 18.1	<p>A Performance Security <i>shall not be required</i></p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of: <b><i>Bank Guarantee payable to the Chief Registrar of the Judiciary</i></b></p> <p>If required, the Performance security shall be denominated in <i>Kenya Shillings</i>.</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place as <i>indicated in sub clause GCC</i></p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall</p>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>
GCC 25.2	<p>Incidental services to be provided are:  <i>[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>
GCC 26.1	<p>The inspections and tests shall as indicated in the Contract</p>
GCC 26.2	<p>The Inspections and tests shall be conducted at the delivery station.</p>
GCC 27.1	<p>The liquidated damage shall be: N/A</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: N/A</p>
GCC 28.3	<p>The period of validity of the Warranty shall be: one year  For purposes of the Warranty, the place(s) of final destination(s) shall be:  <i>One year</i></p>
GCC 28.5, GCC 28.6	<p>The period for repair or replacement shall be: <i>one year</i></p>

**SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

**SECTION VIII - CONTRACT FORMS**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

## FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

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### FORMAT

1. For the attention of Tenderer's Authorized Representative

i) Name: \_\_\_\_\_ [insert Authorized Representative's name]

ii) Address: \_\_\_\_\_ [insert Authorized Representative's Address]

iii) Telephone: \_\_\_\_\_ [insert Authorized Representative's telephone/fax numbers]

iv) Email Address: \_\_\_\_\_ [insert Authorized Representative's email address]

*[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]*

2. Date of transmission: \_\_\_\_\_ [email] on [date] \_\_\_\_\_ (local time)

This Notification is sent by \_\_\_\_\_ (Name and designation)

3. Notification of Intention to Award

i) Employer: \_\_\_\_\_ [insert the name of the Employer]

ii) Project: \_\_\_\_\_ [insert name of project]

iii) Contract title: \_\_\_\_\_ [insert the name of the contract]

iv) Country: \_\_\_\_\_ [insert country where ITT is issued]

v) ITT No: \_\_\_\_\_ [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender

ii) Address of the successful Tender

iii) Contract price of the successful Tender Kenya Shillings \_\_\_\_\_(in

words  
\_\_\_\_\_)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
  - i) Attention: \_\_\_\_\_ [insert full name of person, if applicable]
  - ii) Title/position: \_\_\_\_\_ [insert title/position]
  - ii) Agency: \_\_\_\_\_ [insert name of Employer]
  - iii) Email address: \_\_\_\_\_ [insert email address]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - i) Attention: \_\_\_\_\_ [insert full name of person, if applicable]

ii) Title/position: \_\_\_\_\_ [*insert title/position*]

- iii) Agency: \_\_\_\_\_ [insert name of Employer]
- iv) Email address: \_\_\_\_\_ [insert email address]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [www.ppra.go.ke](http://www.ppra.go.ke) or email [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke).

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
  - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
  - ii) The complaint can only challenge the decision to award the contract.
  - iii) You must submit the complaint within the period stated above.
  - iv) You must include, in your complaint, all of the information required to support your complaint.

**7. Standstill Period**

- i) DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

**Signature:**

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**Name:**

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**Title/position:**

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**Telephone:**

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**Email:**

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**NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE**

*[use letterhead paper of the Procuring Entity]*

\_\_\_\_\_ *[date]*

To: \_\_\_\_\_ *[name and address of the Supplier]*

Subject: \_\_\_\_\_ **Notification of Award Contract No.** . . . . .

\_\_\_\_\_ *[date]* for execution of the \_\_\_\_\_ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of \_\_\_\_\_ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized \_\_\_\_\_ Signature:

\_\_\_\_\_  
Name and Title of Signatory:

\_\_\_\_\_  
Name of Agency:

**Attachment: Contract Agreement**

## FORM NO 3 - CONTRACT AGREEMENT

*[The successful tenderer shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made the \_\_\_\_\_ *[insert: number]* day of \_\_\_\_\_ *[insert: month]*, *[insert: year]*. BETWEEN (1) \_\_\_\_\_ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part; and (2) \_\_\_\_\_ *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at \_\_\_\_\_ *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part.

3. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz.,

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*[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  - ii) The following documents shall be deemed to form and be read and construed as this part of Agreement. This Agreement shall prevail over all other contract documents.
    - a) the Letter of Acceptance
    - b) the Letter of Tender
    - c) the Addenda Nos. \_\_\_ (if any)
    - d) Special Conditions of Contract
    - e) General Conditions of Contract
    - f) the Specification (including Schedule of Requirements and Technical Specifications)
    - g) the completed Schedules (including Price Schedules)
    - h) any other document listed in GCC as forming part of the Contract
  - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services 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 Supplier in consideration of the provision of the Goods and Services 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.
5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

### **For and on behalf of the Procuring Entity**

Signed: \_\_\_\_\_ *[insert signature]*

in the capacity of \_\_\_\_\_ *[insert title or other appropriate]*

*designation*] In the presence of *[insert identification of official witness]*

**For and on behalf of the Supplier**

Signed: \_\_\_\_\_ *[insert signature of authorized representative(s) of the*

*Supplier]* in the capacity of \_\_\_\_\_ *[insert title or other*

*appropriate designation]* in the

presence of \_\_\_\_\_ *[insert identification of official*

*witness]*

**FORM NO. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of*

Employer] **Date:** \_\_\_\_\_ *[Insert date of issue]*

**Guarantor:** \_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Contractor") has  
entered into Contract No.  
\_\_\_\_\_ dated  
\_\_\_\_\_ with (name of  
*Employer*) \_\_\_\_\_ (the Employer as the  
Beneficiary), for the execution of \_\_\_\_\_ (hereinafter called "the  
Contract").
2. Furthermore, we understand that, according to the conditions of the Contract,  
a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the  
Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words),<sup>1</sup> such  
sum being payable in the types and proportions of currencies in which the Contract Price is  
payable, upon receipt by us of the Beneficiary's complying demand supported by the  
Beneficiary's statement, whether in the demand itself or in a separate signed document  
accompanying or identifying the demand, stating that the Applicant is in breach of its  
obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds  
for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the .... Day of ....., 2.....<sup>2</sup>, and any demand for  
payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six  
months] [one year]*, in response to the Beneficiary's written request for such extension, such  
request to be presented to the Guarantor before the expiry of the guarantee."

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*[Name of Authorized Official, signature(s) and seals/stamps]*

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**

**FORM No. 5 - PERFORMANCE SECURITY [Option 2- Performance Bond]**

*[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Employer]* **Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE BOND No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_] as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as Obligee (hereinafter called “the Employer”) in the amount of for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the \_day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1) complete the Contract in accordance with its terms and conditions; or
  - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
  - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day\_\_of\_\_\_\_\_20\_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of

By \_\_\_\_\_ in the capacity

of in the presence of

SIGNED ON \_\_\_\_\_ on behalf of

By \_\_\_\_\_ in the capacity

of in the presence of

**FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM**

**(Amended and issued pursuant to PPRa CIRCULAR No. 02/2022)**

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

Tender Reference No.: \_\_\_\_\_ [insert identification

no] Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the

assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_\_\_ [select one option as applicable and delete the options that are not applicable]

D) We here by provide the following beneficial ownership information.

Details of Beneficial ownership

	<b>Details of all Beneficial Owners</b>		<b>% of shares a person holds in the company Directly or</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an</b>	<b>Whether a person directly or indirectly exercises significant influence or control over</b>
<b>1.</b>	Full Name		Directly-----	Directly.....	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes - ----No---- 2. Is this right held	1. Exercises significant influence or control over the Company body of the Company
	National identity card number or		- ----- % of shares	.....% of voting rights		
	Personal Identification Number (where		Indirectly---	Indirectly-----		
	Nationality		- ----- %	-- % of voting rights		

Details of all Beneficial Owners		% of shares a person holds in the company Directly or	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an	Whether a person directly or indirectly exercises significant influence or control over
Date of birth [dd/mm/yyyy]				Direct..... ...  Indirect..... ... ...	2. Is this influence or control exercised directly or indirectly?  Direct.....
Postal address					
Residential					
Telephone					
Email address					
Occupation or profession					
2.	Full Name	Directly----- - ----- % of shares	Directly..... .....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes - ----No----  2. Is this right held directly or indirectly?:  Direct..... ...  Indirect..... ... ...	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No---- -  2. Is this influence or control exercised directly or indirectly
	National identity card number or	Indirectly--- - ----- % of shares	Indirectly----- -- % of voting rights		
	Personal Identification Number (where				
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential				
	Telephone				
	Email address				
Occupation or profession					
3.					
e.t					

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an	Whether a person directly or indirectly exercises significant influence or control over
.c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]

Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]

Date this ..... [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp  
Purchase

