



REPUBLIC OF KENYA

OPEN TENDER

NCB No: *NCB/MOEST/TVET/36/2015 – 2016*

for

***Supply, Delivery, Installation and Commissioning of
Smart ports and Various Engineering Training and
Research Equipment, for Various Technical Training
Institutes.***

***Purchaser: Ministry of Education, Science and
Technology***

**REVISED STANDARD TENDER DOCUMENT
FOR PROCUREMENT OF GOODS**

Country: Republic of Kenya

Issued on: *March 2016*

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ABBREVIATIONSAND ACRONYMS

CDS	Contract Data Sheet
EACC	Ethics and Anti Corruption Commission
GCC	General Conditions of Contract
ITF	Invitation for Tender
ITT	Instructions to Tenderers
OIT	Open International Tender
ONT	Open National Tender
PE	Procuring Entity
PIN	Personal Identification Number
PPARB	Public Procurement Administrative Review Board
PPDA 2005	Public Procurement and Disposal Act, 2005
PPDR 2006	Public Procurement and Disposal Regulations, 2006
PPOA	Public Procurement Oversight Authority
PPOAB	Public Procurement Oversight Advisory Board
RFQ	Request for Quotation
SOR	Statement of Requirements
SP	Service Provider
STD	Standard Tender Documents
TDS	Tender Data Sheet
VAT	Value Added Tax

SECTION I: INVITATION FOR TENDERS



REPUBLIC OF KENYA

MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY

OPEN TENDER. PURCHASE OF ENGINEERING TRAINING AND RESEARCH EQUIPMENT.

RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITY ONLY.

The Government of the Republic of Kenya has therefore established a budget line towards Supply, Delivery, Installation and Commissioning of Engineering training and research Equipment for various Technical Training Institutes. It is intended that part of the proceeds of these funds will be applied to eligible payments under contracts for procurement of Engineering training and research Equipment for the various TTIs under the project.

The Ministry of Education, Science and Technology, now invites sealed bids from eligible bidders for the

- A. Supply, Delivery, Installation and Commissioning of Smart Ports and Engineering Training and Research Equipment, for Various Technical Training Institutes. Tender Number NCB/MOEST/TIVET/36/2015 – 2016.**
1. Invited bidders may obtain further information and inspect the bidding documents at the office of **the Head of Supply Chain Management Services, Ministry of Education, Science and Technology, 8th Floor, Jogoo House ‘B’ OR**
 2. Tenderers can download the tender documents from the IFMIS Tender Portal for free and Bidders who download the documents **must inform the office** of the Head of Supply Chain Management Services, Ministry of Education, Science and Technology, 8th Floor Jogoo House ‘B’ in writing to be register in the tender buying register.
 3. A complete set of bidding documents may also be purchased by bidders upon payment of a non-refundable fee of **KES 1,000.00** to the **Ministry of Education, Science and Technology, Cash Office, at Jogoo House ‘B’, 9th Floor Room 925 during normal working hours.**(Will be provided with a soft copy of the bidding document)
 4. **Bids must be submitted electronically via IFMIS portal and two hard copies delivered to the office of the Head of Supply Chain Management Services, Ministry of Education, Science and Technology, 8th Floor, Jogoo House ‘B’ Room 802 or the tender Box Situated at 9th Floor, Jogoo House ‘B’ on or before 10.00 AM (Local Time) on 22nd March 2016 and must be accompanied by bid securing declaration.** (Only hard copies of bids from bidders who have submitted bids electronically shall be received.)
 5. This procurement shall be undertaken in accordance with the provisions of the Public Procurement and Disposal Act, 2015 and its Regulations.

6. A Tenderer is allowed to bid for only one lot. Bidding for more than one lot will lead to automatic disqualification. Reserved for youth, women and persons with disability only.
7. **Tenderers with contracts with the ministry which have not been substantially delivered (Over 80%) are not eligible to apply.**
8. Bids shall be opened in the presence of bidders' representatives who choose to attend at **10.00 AM (Local Time) on 22nd March 2016**, at the:-

Ministry of Education, Science and Technology,
Harambee Avenue, Jogoo House B,
Conference room, 10th floor,
P.O. Box 30040-00100, Nairobi
Tel +254 020 318581
NAIROBI – KENYA

Head Supply Chain Management Services
For: PRINCIPAL SECRETARY

SECTION II: INSTRUCTION TO TENDERERS (ITT)

A. Introduction

- | | |
|------------------------------|--|
| 1. Scope of Tender | <p>1.1 The Procuring Entity indicated in Clause 1 of the TDS invites Tenders for the provision of Goods as specified in Clause 1 of the TDS and Section VII - Technical Specification. The successful Tenderer will be expected to supply the goods within the period stated in Clause 1 of the TDS from the start date specified in Clause 1 of the TDS.</p> <p>1.2 The successful Tenderer will be expected to complete the supply of the goods by the required completion date specified in Clause 1 of the TDS.</p> |
| 2. Source of Funds | <p>2.1 The Procuring Entity has set aside sufficient funds for the operations of the Procuring Entity named in Clause 1 of the TDS during the Financial Year indicated in Clause 2 of the TDS. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the supply of goods as described in Clause 2 of the TDS.</p> |
| 3. Eligible Tenderers | <p>3.1 A Tenderer may be a person, private entity, government-owned entity, subject to ITT sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium or association. In the case of a joint venture, consortium or association, unless otherwise specified in Clause 3 of the TDS, all parties shall be jointly and severally liable.</p> <p>3.2 The invitation for Tenders is open to all suppliers as defined in the PPDA, 2005 and its attendant Public Procurement and Disposal Regulations except where limited to a preferred or reserved target group as specified in Clause 3 of the TDS.</p> <p>3.3 Local Tenderers shall satisfy all relevant licensing and/or registration requirements with the appropriate statutory bodies in Kenya as specified in Clause 3 of the TDS. Foreign Tenderers who are selected as having submitted the lowest evaluated Tender shall register with the appropriate statutory body and shall be required to submit evidence of registration as an approved provider in Kenya before signing the Contract.</p> <p>3.4 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if he/she seeks or has a direct or indirect pecuniary interest with another Tenderer or has a direct or indirect pecuniary interest with a person that would conflict with that person's duties with respect to the procurement. Conflicts of interest would arise where Tenderers:</p> <ul style="list-style-type: none">a) Are 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 goods to be purchased under this Invitation for Tenders;b) Have controlling shareholders in common;c) Receive or have received any direct or indirect subsidy from any of them;d) Have the same legal representative for purposes of this Tender;e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process;f) Submit more than one Tender in this Tendering process, except as an |

- alternative Tender as provided for under Clause 6.
- g) Have the same subcontractors in more than one Tender, or as Tenderers and subcontractors simultaneously; or
 - h) Participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the Tender.
- 3.5 Tenderers shall not be eligible to submit a Tender if they have been debarred under Section 115 of the Act.
- 3.6 Tenderers shall provide such evidence and information of their continued eligibility satisfactory to the Procuring Entity, as specified in Clause 3 of the **TDS**.
- 3.7 Where the value of goods being procured do not exceed Kshs. 50 Million the tender shall be reserved for citizen contractors and foreign contractors need not apply except where so specified in Clause 3 of the **TDS**.
- 3.8 Tender shall be deemed to be reserved for contractors registered in Kenya except where so specified in Clause 3 of the TDS if the type of goods being procured are:-
- a) motor vehicles, plant and equipment which are assembled in Kenya;
 - b) furniture, textile, foodstuffs and other goods made in Kenya; or
 - c) goods manufactured, mined, extracted or grown in Kenya.
- 4. Eligible Goods and Related Services**
- 4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Tender, ineligible countries, if any, are listed in Clause 4 of the **TDS**.
- 4.2 For the purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment and industrial plants, and “related services” includes services such as insurance, installation, training and initial maintenance.
- 4.3 For purposes of this Clause, “origin” means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, process, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied.
- 4.4 The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin.
- 4.5 To establish the eligibility of the supplies and the related services, Tenderers shall fill the country of origin declarations included in the price schedule for goods and related services.
- 4.6 If so required in Clause 4 of the **TDS**, the Tenderer shall demonstrate that it has been duly authorized by the manufacturer/patent-holder of the goods to supply in Kenya, the goods indicated in its Tender in the format of the Manufacturer/Patent-Holder’s Authorization Form provided.
- 5. One Tender per Tenderer**
- 5.1 A firm shall submit only one Tender in the same Tendering process, either individually as a Tenderer or as a partner in a joint venture. However, this does not prevent a Tenderer from submitting an Alternative Tender as provided for under Clause 6.2.

- 5.2 No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same Tendering process.
- 5.3 A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or incases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.
6. **Alternative Tenders by Tenderers**
- 6.1 Tenderers shall submit offers that comply with the requirements of the Tender documents, including the basic Tenderer's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in Clause 5 of the **TDS**. If so allowed, sub-Clause 6.2 shall prevail.
- 6.2 If so allowed in Clause 5 of the **TDS**, Tenderers wishing to offer technical alternatives to the requirements of the Tender documents must also submit a Tender that complies with the requirements of the Tender documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.
7. **Cost of Tendering**
- 7.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

B. Tender documents

8. **Content of Tender documents**
- 8.1 The goods required, Tendering procedures, and contract terms are prescribed in the Tender documents. In addition to the Invitation for Tenders, the Tender documents which should be read in conjunction with any addenda issued in accordance with ITT clause 10.2 include:
- Section I - Invitation for Tenders
 Section II - Instructions to Tenderers (ITT)
 Section III - Tender Data Sheet (TDS)
 Section IV - General Conditions of Contract (GCC)
 Section V - Contract Data Sheet (CDS)
 Section VI - Schedule of Requirements
 Section VII - Technical Specifications
 Section VIII - Tender Forms:-
 a) Form of Tender
 b) Price schedule for Goods and Related Services
 c) Confidential Business Questionnaire
 d) Manufacturer's/Patent Holder's Authorization Form
- Section - IX Tender Security and Declaration Forms:-
 a) Tender-Securing Declaration
 b) Tender Security/Bid Bond Form
 c) Integrity Declaration Form
 d) Form of Non-Debarment Statement
- Section X Administrative Review Form
 Form RB 1

Section XI Contract Forms:-

- a) Letter of Acceptance
- b) Form of Contract Agreement
- c) Performance Bond/Security Form
- d) Bank Guarantee for Advance Payments

8.2 The number of copies to be completed and returned with the Tender is specified in Clause 7 of the **TDS**.

8.3 The Procuring Entity is not responsible for the completeness of the Tender documents and their addenda, if they were not appropriately obtained directly from the Procuring Entity.

8.4 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender documents. Failure to furnish all information required by the Tender documents or to submit a Tender substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

9. Clarifications 9.1 A prospective Tenderer requiring any clarification of the Tendering documents may notify the Procuring Entity in writing, including e-mail or facsimile, sent to the Procuring Entity's address indicated in Clause 8 of the **TDS** prior to the tender submission deadline.

9.2 The Procuring Entity will within the period stated in Clause 8 of the **TDS** respond in writing to any request for clarification provided that such request is received no later than the period indicated in the **TDS** prior to the deadline for the submission of Tenders prescribed in sub-Clause 22.1.

9.3 Copies of the Procuring Entity's response will be forwarded to all Purchasers of the Tender documents, including a description of the inquiry, but without identifying its source.

9.4 Should the Procuring Entity deem it necessary to amend the Tender documents as a result of a clarification, it shall do so following the procedure under ITT Clause 10.

10. Amendment of Tender documents 10.1 Before the deadline for submission of Tenders, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tender document by issuing addenda.

10.2 Any addendum issued shall be part of the Tender document pursuant to sub-Clause 8.1 and shall be communicated in writing to all who have obtained the Tender documents directly from the Procuring Entity. Prospective Tenderers shall acknowledge receipt of each addendum in writing by post, electronic mail, telex or facsimile to the Procuring Entity.

10.3 In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity, shall extend the deadline for the submission of Tenders as necessary, where the time remaining is less than one third of the time allowed for preparation of tenders.

C. Preparation of Tenders

11. Language of 11.1 The Tender prepared by the Tenderer, as well as all correspondence and

Tender		documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in English unless another language is specified in Clause 9 of the TDS .
	11.2	Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in Clause 9 of the TDS , in which case, for purposes of interpretation of the Tender, the translation shall govern.
12. Documents Constituting the Tender	12. 1	<p>The Tender prepared by the Tenderer shall constitute the following components:</p> <ul style="list-style-type: none"> a) Form of Tender and a Price Schedule completed in accordance with ITT Clauses 15, 16, and 17; b) Documentary evidence established in accordance with ITT Clause 14 that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted; c) Documentary evidence established in accordance with ITT sub-Clause 14.3(a) that the Tender has been authorized by the manufacturer/patent holder to supply the goods into Kenya, where required and where the supplier is not the manufacturer/patent holder of those goods; d) Documentary evidence established in accordance with ITT Clause 13 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tender documents; e) Tender securing declaration or Tender security furnished in accordance with ITT Clause 19; f) Written Power of Attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 21.2; and g) Any other document required in Clause 10 of the TDS.
13. Documents Establishing Eligibility of Goods and Related Services and Conformity to Tender documents	13. 1	Pursuant to ITT Clause 12, the Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the Tender documents of all goods and related services which the Tenderer proposes to supply under the contract.
	13. 2	In the case of imports the documentary evidence of the eligibility of the goods and related services shall consist of a statement in the Price Schedule of the country of origin of the goods and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	13. 3	<p>The documentary evidence of conformity of the goods and related services to the Tender documents may be in the form of literature, drawings, and data as specified in Clause 10 of the TDS, and shall consist of:</p> <ul style="list-style-type: none"> a) a detailed description of the essential technical and performance characteristics of the Goods; b) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; and c) Any other specific documentation requirement as stated in Clause 10 of the TDS.
	13.	The Tenderer shall also furnish a list giving full particulars, including available

- 4 sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in Clause 11 of the **TDS** following commencement of the use of the goods by the Procuring Entity.
- 13.5 For purposes of the commentary to be furnished pursuant to sub-Clause 13.3(c) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its Tender, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 13.6 The required documents and other accompanying documents must be typewritten in English or as stated in clause 11.1 above. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
14. Documents Establishing Eligibility and Qualification of the Tenderer
- 14.1 Pursuant to ITT Clause 13.1, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
- 14.2 The documentary evidence of the Tenderer's eligibility to Tender shall establish to the Procuring Entity's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country as defined under ITT Clause 4.
- 14.3 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' Manufacturer/Patent-holder to supply the goods in Kenya ;
 - b) The Tenderer has the financial, technical, and production capability necessary to perform the Contract, meets the qualification and has a successful performance history in accordance with criteria specified in Clause 12 of the **TDS**. If a pre-qualification process has been undertaken for the Contract, the Tenderer shall, as part of its Tender, update any information submitted with its pre-qualification;
 - c) that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations prescribed in the General Conditions of Contract and/or Technical Specifications; and
 - d) That the Tenderer meets the qualification criteria listed in Clause 12 of the **TDS**.
- 14.4 When Tendering for more than one Contract under the lots, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the lots being applied for in regard to:-
- a) Average annual turnover;
 - b) Particular experience including key production rates;

- c) Financial means, etc;
- d) Personnel capabilities; and
- e) Equipment capabilities.

In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those lots for which the Tenderer meets the above requirement.

- | | |
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| 15. Form of Tender | <p>15.1 The Tenderer shall fill the Form of Tender furnished in the Tender documents.</p> <p>15.2 The Tender Form must be completed without any alterations to its format and no substitute shall be accepted.</p> |
| 16. Tender Prices and discounts | <p>16.1 The Tender prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified in the tender documents.</p> <p>16.2 Unless otherwise indicated in Clause 12 of the TDS, all items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, the Tender will be rejected as being substantially non-responsive. Items not listed in the Price Schedule shall be assumed to be not included in the Tender and the Tender will be rejected as being substantially non-responsive.</p> <p>16.3 The Tender price to be quoted in the Tender Form in accordance with sub-Clause 16.1 shall be the total price of the Tender.</p> <p>16.4 The Tenderer shall quote any unconditional discounts and the methodology for their application in the Tender Form in accordance with sub-Clause 16.9.</p> <p>16.5 The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract</p> <p>16.6 Prices indicated on the Price Schedule shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> a) For goods offered from within Kenya : <ul style="list-style-type: none"> i) The price of the goods quoted shall include all duties and other applicable taxes payable; and ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in Clause 12 of the TDS; b) For goods offered from abroad: <ul style="list-style-type: none"> i) The price of the goods shall be quoted using the INCOTERM specified in Clause 12 of the TDS; and ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in Clause 12 of the TDS. <p>16.7 Prices proposed on the Price Schedule for goods and related services shall be disaggregated. This disaggregation shall be 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:-</p> |

- a) **For Goods:-**
 - i) The price of the Goods, quoted DDP or other INCOTERMS as specified in Clause 13 of the **TDS**;
 - ii) All customs duties, value added tax, and other taxes applicable on the goods or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Tenderer; and
- b) **For Related Services**
 - i) The price of the related services,
 - ii) All customs duties, value added tax, and other taxes applicable in Kenya, paid or payable, on the related services, if the contract is awarded to the Tenderer; and
 - iii) The total price for the item.

16. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account, unless otherwise specified in Clause 13 of the **TDS**. A Tender submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected, pursuant to ITT Clause 28. If, however, in accordance with Clause 13 of 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 tender will not be rejected, but there will be no price adjustment in any resulting contract.

16. If so indicated in the Invitation for Tenders and Instructions to Tenderers, that Tenders are being invited for individual contracts (Lots) or for any combination of contracts (packages), Tenderers wishing to offer any price reduction 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 a package.

17. Tender Currencies

- 17.1 Prices shall be quoted in the following currencies:
 - a) For goods and services that the Tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings, unless otherwise specified in Clause 14 of the **TDS**.
 - b) For goods and related services that the Tenderer will supply from outside Kenya, or for imported parts or components of goods and related services originating outside Kenya, the Tender prices shall be quoted in the currency stated in Clause 14 of the **TDS**.
- 17.2
 - a) For purposes of evaluating Tenders, the PE shall fix exchange rates for the nominated foreign currency by foreign or international Tenderers from eligible countries.
 - b) In fixing the exchange rates for the nominated currencies indicated in Clause 14 of the **TDS**, the PE shall use ruling mean rate obtained from the Central Bank of Kenya (Website: www.centralbank.go.ke for more information) on the date of the Tender opening.
 - c) The fixed exchange rate, which shall be indicated in Clause 14 of the **TDS** by the PE, is for purposes of evaluation of tenders **ONLY**.
 - d) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the proportions mentioned in sub-Clause 17.1 above shall be the selling rates for similar transactions established by the Central Bank of Kenya prevailing on the date specified in Clause 14 of the **TDS** or, if no date is specified, the date 28 days prior to the latest deadline for submission of Tenders.
 - e) These exchange rates shall be adjusted for all payments so that no exchange risk will be borne by the Tenderer. If the Tenderer uses other rates of

exchange, the provisions of sub-Clause 30.1 shall apply. In any case, payments will be computed using the rates quoted in the Tender.

18. **Tender Validity Period**
- 18.1 Tenders shall remain valid for the period specified in Clause 15 of the **TDS** after the Tender submission deadline prescribed by the Procuring Entity, pursuant to ITT Clause 22. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity shall request that the Tenderers consent to an extension of the period of validity of their Tenders. The request and the Tenderers responses shall be made through electronic mail and facsimile and/or confirmed in writing. The Tender security provided under ITT Clause 19A.1 shall also be extended as appropriate.
- A Tenderer may refuse the request without forfeiting its Tender security or causing to be executed its Tender securing declaration. A Tenderer agreeing to the request will not be required nor permitted to modify its Tender, but will be required to extend the validity of its Tender security or Tender Securing declaration for the period of the extension, and in compliance with ITT Clause 19 in all respects.
19. **Tender Securing Declaration**
- 19.1 The Tenderer shall fill and submit the Tender Securing Declaration as specified in Clause 16 of the **TDS** in the format provided in Section IX.
- 19.2 The Tender securing declaration is required to protect the Procuring Entity against any of the risks set out in Clause 19.5 which would warrant the security's forfeiture.
- 19.3 The Tender Securing Declaration shall be in accordance with the Form of the Tender Securing Declaration included in Section IX.
- 19.4 Any Tender not accompanied by a Declaration in accordance with sub-Clauses 19.1 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITT Clause 28.
- 19.5 A Tenderer shall be liable to debarment from participating in public procurement:
- a) If the Tenderer withdraws its Tender, except as provided in sub-Clauses 18.2; or
 - b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:
 - i) Sign the contract, or
 - ii) Furnish the required performance security.
20. **Tender Security**
- 20.1 In addition, pursuant to ITT Clause 12, if specified in Clause 17 of the **TDS**, the Tenderer shall furnish as part of its Tender a Tender Security in original form and in the amount and currency specified in the **TDS**.
- 20.2 The Tender security shall be denominated in the currency of the Tender and shall be in one of the following forms as specified in Clause 17 of the **TDS**:
- a) cash
 - b) a bank guarantee;
 - c) an insurance company guarantee issued by an insurance firm approved by the PPOA; or
 - d) an irrevocable letter of credit.

- 20.3 Any tender security must be valid for a period of at least 30 (thirty) days after the expiry of the tender validity period.
 - 20.4 The Tender security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 20.7 are invoked.
 - 20.5 Unsuccessful Tenderers' Tender security will be discharged or returned as promptly as possible but not later than the expiration of the period of Tender validity prescribed by the Procuring Entity pursuant to ITT Clause 18.
 - 20.6 The successful Tenderer's Tender security will be discharged upon the Tenderer signing the contract pursuant to ITT Clause 40, and furnishing the performance security, pursuant to ITT Clause 41.
 - 20.7 The Tender security shall be forfeited if a Tenderer:
 - a) Withdraws its Tender during the period of Tender validity specified in sub-Clause 18.1 except as provided for in sub-Clause 18.2; or
 - b) Does not accept the correction of errors pursuant to ITT Clause 32; or
 - c) In the case of a successful Tenderer, if the Tenderer fails:
 - i) To sign the contract in accordance with ITT Clause 40; **or**
 - ii) To furnish performance security in accordance with ITT Clause 41.
21. **Format and Signing of Tender**
- 21.1 The Tenderer shall prepare an original and the number of copies of the Tender indicated in Clause 18 of the **TDS**, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail.
 - 21.2 The original and the copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation 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, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.
 - 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person or persons signing the Tender.

D. Submission of Tenders

22. **Sealing and Marking of Tenders**
- 22.1 The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
 - 22.2 The inner and outer envelopes shall:
 - a) Be addressed to the Procuring Entity at the address given in Clause 19 of the **TDS**; and
 - b) Bear the tender name indicated in Clause 19 of the **TDS**, the Invitation for Tenders (ITT) title and number indicated in Clause 19 of the **TDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in sub-Clause 22.1.
 - 22.3 In addition to the identification required in sub-Clause 21.2, the inner envelopes

- shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “late” pursuant to ITT Clause 23 and for matching purpose under ITT Clause 24.
- 22.4 If all envelopes are not sealed and marked as required by sub-Clause 21.2, the Procuring Entity will assume no responsibility for the misplacement or premature opening of Tender.
- 23. Deadline for Submission of Tenders**
- 23.1 Tenders shall be received by the Procuring Entity at the address specified under sub-Clause 21.2 no later than the date and time specified in Clause 19 of the **TDS**.
- 23.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tender documents in accordance with ITT Clause 10, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
- 23.3 The extension of the deadline for submission of Tenders shall not be made later than the period specified in Clause 19 of the **TDS** before the expiry of the original deadline.
- 24. Late Tenders**
- 24.1 The Procuring Entity shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders.
- 24.2 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.
- 25. Modification, Substitution and Withdrawal of Tenders**
- 25.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, substitution or withdrawal of the Tender, is received by the Procuring Entity prior to the deadline for submission of Tenders.
- 25.2 The Tenderer’s modification, substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 21 and 22 with the outer and inner envelopes additionally marked “**MODIFICATION**” “**SUBSTITUTION**” or “**WITHDRAWAL**” as appropriate. The notice may also be sent by electronic mail or facsimile but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 25.3 Tenders may only be modified by withdrawal of one or more pages of the original Tender and submission of replacement pages of the Tender in accordance with sub-Clause 25.1. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders. Each modified page must be marked “**MODIFIED**” with the date of modification.
- 25.4 Tenderers may only offer discounts to or otherwise modify the prices of their Tenders by substituting Tender modifications in accordance with this Clause or included in the original Tender submission.
- 25.5 No Tender may be withdrawn, replaced 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. Withdrawal of a Tender during this interval shall result in the Tenderer’s forfeiture of its Tender security or execution of the Tender Securing Declaration, pursuant to the ITT sub-Clause

E. Opening and Evaluation of Tenders

26. Opening of Tenders

26.1 The Procuring Entity will open all Tenders including modifications, substitutions or withdrawal notices made pursuant to ITT Clause 24, in public, in the presence of Tenderers or their representatives who choose to attend, and other parties with a legitimate interest in the Tender proceedings at the place, on the date and at the time, specified in Clause 21 of the **TDS**. The Tenderers' representatives present shall sign a register as proof of their attendance.

26.2 Where it is stated in the **TDS** that technical and financial proposals shall be submitted in separate envelopes, only the technical envelope will be opened at the initial opening of Tenders. The financial envelope will be opened following technical evaluation and only in respect of those offers that pass the technical evaluation.

Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 25 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 of the person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked "**SUBSTITUTION**" shall be opened and the submissions therein read out in appropriate detail.

26.3 All other envelopes shall be opened one at a time. The Tenderers' names, the tender prices except where numerous items are quoted separately, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, Tender Securing Declaration and such other details as the Tender Opening Committee may consider appropriate, will be announced by the Secretary of the Tender Opening Committee at the opening. If technical evaluation precedes the opening of financial offers, no prices will be read out at the opening of the technical offers.

26.4 Tenders or modifications that are not opened and not read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.

26.5 Tenderers are advised to send in a representative with knowledge of the content of the Tender who may verify where necessary the information read out from the submitted documents.

26.6 No Tender will be disqualified at Tender opening except for late Tenders which shall be rejected and returned unopened to the Tenderer, pursuant to ITT Clause 24.

26.7 The Secretary of the Tender Opening Committee shall prepare minutes of the tender opening. The record of the Tender opening attendees shall be in the Tender Opening Register and shall include, as a minimum: the name of the Tenderer and

- whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security or Tender Securing Declaration.
- 26.8 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's representative's signature on the record shall not invalidate the contents and affect the record.
- 26.9 A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.
- 27. Confidentiality**
- 27.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
- 27.2 Any effort by a Tenderer to influence the Procuring Entity processing of Tenders or award decisions may result in the rejection of its Tender.
- 28. Clarification of Tenders**
- 28.1 To assist in the examination, evaluation and comparison of Tenders and post-qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.
- 28.2 The request for clarification and the response shall be in writing or by email, or facsimile but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Evaluation Committee in the evaluation of the Tenders in accordance with ITT Clause 31.
- 28.3 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 Tender it should do so in writing.
- 29. Evaluation criteria**
- 29.1 The evaluation and comparison of tender shall be done using the procedures and criteria set out in TDS and no other criteria shall be used.
- 29.2 In evaluation of tenders the Procuring Entity shall systematically proceed in the following stages:-
- a) Preliminary evaluation;
 - b) Technical evaluation;
 - c) Financial evaluation; and
 - d) Post-qualification where specified in the TDS
- 30. Preliminary Examination of Tenders**
- 30.1 Prior to the detailed evaluation of tenders, the Procuring Entity, through its Evaluation Committee, shall first conduct a preliminary evaluation of tenders to determine whether:
- a) Each tender has been submitted in the required format;
 - b) Any tender security submitted is in the required form, amount and validity period;
 - c) The tender has been signed by the person lawfully authorized to do so;
 - d) The required number of copies of the tender have been submitted;
 - e) The tender is valid for the period required;
 - f) All required documents and information have been submitted; and
 - g) Any required samples have been submitted.

The Procuring Entity's determination of a Tender's responsiveness will be based on the contents of the Tender itself in comparison with the documents required in the Tender.

- 30.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation that does not depart from the requirements set out in the tender documents. A material deviation is one that:-
- a) affects in any substantial way the scope, quality, or performance of the services;
 - b) limits in any substantial way, inconsistent with the tender documents, the Procuring Entity's rights or the Tenderers obligations under the Contract; or
 - c) if rectified, would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.
- 30.3 The Procuring Entity will confirm that the documents and information specified under ITT Clauses 12, 13 and 14 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.
- 30.4 The Procuring Entity may waive any minor informality, non-conformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
- 30.5 If a Tender is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

31. Technical Evaluation

- 31.1 The Procuring Entity shall examine the Tender to confirm that all terms and conditions specified in the General Conditions of Contract and the Contract Data Sheet have been accepted by the Tenderer without any material deviation. If there is found any material deviation from the General Conditions or Contract Data Sheet the tender shall be rejected
- 31.2 The Procuring Entity shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 13, to confirm that all requirements specified in Section VI – Schedule of Requirements of the Tender documents and Section VII – Technical Specifications have been met without material deviation.
- 31.3 In evaluating the technical specifications and schedule of requirements, the Procuring Entity may apply a weighted scoring or “YES/NO” approach as specified in the TDS.
- 31.4 If after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Tender is not technically responsive in accordance with this clause, it shall reject the tender.

32. Financial Evaluation

- 32.1 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-
- a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in

words, the amount in words will govern.

- 32.2 The amount stated in the Tender will be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender security shall be forfeited or the Tender Securing Declaration may be executed in accordance with IIT sub-Clause 19.5 or 20.7.
- 32.3 To facilitate evaluation and comparison, the Procuring Entity will convert all Tender prices expressed in the various currencies in which they are payable to either:
- a) the Kenya Shilling at the selling exchange rate established for similar transactions by the Central Bank of Kenya as specified in IIT sub-clause 17.2
- OR**
- b) The currency widely used in international trade, such as U.S. dollars as specified in IIT sub-clause 17.1 at the specified rate of exchange.
- 32.4 The source of the exchange rate shall be the Central Bank of Kenya. The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the date of the exchange rate, are specified in Clause 23 of the **TDS**.
- 32.5 The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive, pursuant to ITT Clause 30.
- 32.6 The Procuring Entity's evaluation of a Tender will include and take into account:-
- a) *all taxes*
 - b) *Inland transportation, Insurance and incidentals.*
 - c) *Delivery schedule.*
 - d) *Deviation in payment schedule.*
 - e) *Total cost of ownership:-*
 - i) *Cost of spare parts*
 - ii) *Spare parts and after sales service facilities in Kenya*
 - iii) *Operating and maintenance costs*
 - iv) *Performance and productivity of the equipment.*
 - v) *Specific additional criteria in the tender documents.*

33. Margin of Preference

- 33.1 Margin of preference in the evaluated price of the tender shall be applied to candidates where applicable as follows:-
- a) 6% of the evaluated price of the tender, where percentage of shareholding of the Kenyan citizens is less than 20%;
 - b) 8% of the evaluated price of the tender, where the percentage of shareholding of Kenyan citizens is less than 51% but above 20%;
 - c) 10% of the evaluated price of the tender, where the percentage of shareholding of the Kenyan citizens is more than 51%.
 - d) 15% of the evaluated price of the tender where goods are manufactured mined, extracted or grown in Kenya.

34. Post-qualification of Tenderer

- 34.1 If specified in Clause 22 of the **TDS** Post-qualification shall be undertaken by the Procuring Entity prior to award of the tender.
- 34.2 The Procuring Entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria

listed in ITT Clauses 13 and 14.

- 34.3 The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary/physical evidence of the Tenderer's qualifications submitted by the Tenderer, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tender documents shall not be used in the evaluation of the Tenderers' qualifications.
- 34.4 An affirmative determination/due diligence will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

F. Award of Contract

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| 35. Criteria of Award | <p>35.1 Subject to ITT Clauses 30 to 34, the Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:</p> <ul style="list-style-type: none">a) Eligible in accordance with the provisions of ITT Clause 3;b) Is determined to be qualified to perform the Contract satisfactorily; andc) Successful negotiations have been concluded, if any. <p>35.2 If, pursuant to ITT sub-Clause 14.4, this Contract is being let on a "slice and package" basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.</p> |
| 36. Procuring Entity's Right to Accept any Tender, Reject all Tenders and to Terminate Procurement Proceedings. | <p>36.1 Notwithstanding ITT Clause 31, the Procuring Entity reserves the right to accept or reject any Tender, all tenders and to terminate all procurement proceedings at any time prior to notification of Contract award, without incurring any liability to the affected Tenderer(s)</p> <p>36.2 Notice of the Termination of procurement proceedings shall promptly be given to all Tenderers.</p> <p>36.3 The Procuring Entity shall upon request communicate to any Tenderer the grounds for its termination of the procurement proceedings within 14 days from the date of request.</p> |
| 37. Procuring Entity's Right to Pre-Contract Variation of Quantities | <p>37.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tender documents (schedule of requirements) provided this does not exceed the percentage indicated in clause 26 of the TDS, without any change in unit price or other terms and conditions of the Tender and Tender documents.</p> |
| 38. Notification of Award | <p>38.1 The Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period by e-mail, or facsimile and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Tenderer in consideration of the supply of goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract</p> |

Price).

- 38.2 The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security (if required) in accordance with ITT Clause 41 and signing of the contract in accordance with sub-Clause 40.2.
- 38.3 At the same time as the person submitting the successful tender is notified, the Procuring Entity will notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender security or Tender securing declaration of the Tenderers if it was required in the procurement proceedings.
- 38.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was unsuccessful, it should address its request to the Accounting Officer who shall, within fourteen days after a request, provide written reasons as to why the tender was unsuccessful. However, failure to take this opportunity to clarify the grounds for rejection does not affect the Tenderer's right to seek immediate review by the Public Procurement Administrative Review Board under Clause 44.

39. Post Tender Concurrence

- 39.1 Limited consultations may be undertaken with the successful Tenderer relating to the following areas:-
- a) minor alteration to the technical details of the statement of requirements;
 - b) minor amendment to the contract data sheet;
 - c) affirming payment schedule and arrangements;
 - d) finalising delivery schedule and arrangements; or
 - e) any other details that were not apparent or could not be finalised at the time of tendering.
- 39.2 Where limited consultations fail to realise concurrence necessary to result into an agreement, the Procuring Entity may invite the next ranked Tenderer for consultations. Where consultations are commenced with the next ranked Tenderer, the Procuring Entity shall not revisit failed consultations with other tenderers.

40. Signing of Contract

- 40.1 Promptly after notification, the Procuring Entity shall send the successful Tenderer the agreement and Contract Data Sheet, incorporating all agreements between the parties obtained as a result of Contract negotiations.
- 40.2 Within the period specified in the notification of award but not less than fourteen (14) days since notification of award of contract, the successful Tenderer shall sign and date the contract and return it to the Procuring Entity. No contract is formed between the person submitting the successful tender and the procuring entity until the written contract is entered into and signed by all parties.

41. Performance Security

- 41.1 If so specified in the Contract Data Sheet the successful Tenderer shall within twenty one (21) days, but no earlier than fourteen (14) days, after receipt of the Letter of Acceptance (Notification of Award), deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in clause 27 of the **TDS and in clause 4 of the CDS**.
- 41.2 The Performance Security provided by the successful Tenderer shall either be in the form of a Bank Guarantee or Insurance Bond. The issuing bank must be reputable and registered in Kenya while the issuing Insurance Company must be one of those approved by PPOA to issue tender securities.

- 41.3 Failure of the successful Tenderer to comply with the requirement of sub-Clause 39.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security, and reported for debarment by PPOA.
42. **Advance Payment**
- 42.1 If so provided for in the **TDS**, the Procuring Entity on exceptional circumstances may provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract.
- 42.2 The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence Delivery of Goods.
43. **Fraud and Corruption**
- 43.1 The Procuring Entity as well as Tenderers shall observe the highest standard of ethics during the procurement and execution of the resultant contract. In pursuance of this policy. For the purpose of this provision, the following definitions are provided:-
- “**Corrupt practice**” includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or disposal process or in contract execution;
- “**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 and includes collusive practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non competitive levels and deprive the procuring entity of the benefits of free and open competition;
- “**Collusive practice**” means an arrangement between two or more suppliers, contractors and subcontractors designed to achieve an improper purpose, including to influence improperly the actions of a procuring entity (PE) prior to or after Tender submission, designed to establish Tender prices at artificial non-competitive levels and to deprive the PE of the benefit of free and open competition;
- “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly a supplier, contractor or subcontractor or the property of either to influence improperly the actions of a PE;
- “**Obstructive practice**” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation 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.
- The Procuring Entity shall reject a proposal for award if it determines that the Tenderer recommended for award has engaged in any of the above practices in competing for the contract;
- The Procuring Entity shall cancel the contract for goods and related services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the procuring entity and the Contractor.

G. Review of Procurement Decisions

44. **Right to Review** 44.1 A Tenderer who claims to have suffered or risks suffering loss or damage or injury as a result of breach of a duty imposed on the Procuring Entity by the PPDA, 2005 or its attendant Regulations or this procurement proceeding may lodge an appeal at the Public Procurement Administrative Review Board. The following matters, however, shall not be subject to administrative review:
- The choice of procurement method;
 - A decision by the procuring entity to reject all tenders,
 - Where a contract is signed in accordance with Clause 39; and
 - Where an appeal is frivolous.
45. **Time Limit on Review** 45.1 The Tenderer shall submit an application for review in the number of copies and pay fees as prescribed by regulations within fourteen (14) days of the Tenderer/Tenderer becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
46. **Submission of Applications for Review by the Public Procurement Administrative Review Board** 46.1 Any application for administrative review shall be submitted in writing to the Secretary, Public Procurement Administrative Review Board on Form RB 1 (which may be downloaded from the PPOA website) at the following address:-
- The Secretary,
Public Procurement Administrative Review Board,
10th Floor, National Bank House
P.O. Box 58535-00200,
NAIROBI, Kenya.
Tel: +254 (0) 20 324 4000
Email: info@ppoa.go.ke
Website: www.ppoa.go.ke
- 46.2 The format for the application for administrative review shall include:
- Reasons for the complaint, including any alleged breach of the PPDA or its attendant Regulations;
 - An explanation of how the provisions of the aforementioned Act and Regulations in a) or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;
 - Statements or other evidence supporting the complaint where available as the applicant(tenderer) considers necessary in support of its request;
 - Remedies sought; and
 - Any other information relevant to the complaint.
47. **Decision by the Public Procurement Administrative Review Board** 47.1 Upon completing a review the Review Board may do any one or more of the following —
- annul anything the procuring entity has done in the procurement proceedings, including annulling the procurement proceedings in their entirety;
 - give directions to the procuring entity with respect to anything to be done or redone in the procurement proceedings;
 - substitute the decision of the Review Board for any decision of the procuring entity in the procurement proceedings; or
 - Order the payment of costs as between parties to the review.
- 47.2 The decision of the Administrative Review Board shall be final unless the Tenderer institutes an appeal with High Court of Kenya.
48. **Judicial Review** 48.1 A decision made by the Review Board shall, be final and binding on the parties unless judicial review thereof commences within fourteen days from the date of the Review Board's decision.

49. **Submission of Complaints to the Public Procurement Oversight Authority** 49.1 A Tenderer who claims to have suffered or risks suffering loss or damage or injury as a result of breach of a duty imposed on a Procuring Entity by the PPDA, 2005 or PPDR, 2006 may lodge a complaint at the Public Procurement Oversight Authority at any time within a tendering or contractual period at the following address:-

The Director General,
Public Procurement Oversight Authority.
11th Floor National Bank Building,
Harambee Avenue ,
P.O. Box 58535-00200
NAIROBI, Kenya.
Tel: +254 (0) 20 324 4000
Fax: +254 (0) 20 2213105, 3244377, 3244277
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SECTION III: TENDER DATA SHEET

TENDER DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
		A. Introduction
1.	1.1	<p>Name of Procuring Entity: <i>Ministry of Education, Science and Technology.</i></p> <p>The subject of procurement is: <i>Supply, Delivery, Installation, Training and Commissioning of smart ports and Various Engineering Training and Research Equipment for Various Technical Training Institutes</i></p> <p>Period for supply of goods: 30th April 2016 – 30th September 2016 Expected commencement date for supply of Goods: 30th September 2016</p>
	1.2	Required completion date for supply of the Goods: 30th September 2016
2.	2.1 & 2.2	<p>Financial year for the operations of the Procuring Entity: 2015 – 2016 and 2016 - 2017 financial year</p> <p>Name of Project <i>Supply, delivery, installation, training and commissioning of Smart ports and various Engineering Training Equipment for Various Technical Training Institutes.</i></p> <p>Name of financing institution: Government of Kenya (GOK)</p> <p>Name and identification number of the Contract: <i>Supply, Delivery, Installation, Training and Commissioning of Engineering Training Equipment for Various Technical Training Institute – NCB/MOEST/TVET/36 / 2015 – 2016.</i></p>
3.	3.1	A joint Venture, consortium or an association is applicable. All parties shall be jointly and severally liable... “YES”
	3.2	Specify the target group for preference or reservations – THE TENDER IS RESERVED FOR YOUTH, WOMEN, AND PERSONS WITH DISABILITY ONLY.
	3.3	Specify the statutory bodies and documents - Not Applicable.
	3.6	<p>Specify the evidence and information required.</p> <ul style="list-style-type: none"> • Brochures and catalogues. • Manufacturers’ Authorization. • A guarantee of availability of spares and after sale services.. • Valid Tax compliance certificate • Provide a company / consortium profile • In case of a consortium, a signed Memorandum of Understanding (MOU) or agreement between partners must be attached with your response

		<ul style="list-style-type: none"> • Show evidence of experience of NOT less than 3 years in distribution/ agent and deployment of such equipments as listed in the schedule of requirements. • Provide a comprehensive work programme for the contract in case awarded • Proof of ability to provide skills and knowledge transfer and training programme. • Provide registration certificate under the category of youth, women and persons with disability.
	3.7	Non-citizen contractors allowed to participate in the Tender: "NO"
4.	4.1	Ineligible country(s) is or are – those debarred by a UN resolution
	4.6	Manufacturers' Authorization Required- YES Patent-Holder's Authorization Required- N/A
5.		A mandatory Pre-Bid meeting - NOT APPLICABLE
6.	6	Alternative Tenders to the requirements of the Tender documents will not be permitted.

H. Tender documents

7.	8.2	The number of copies of the Tender to be completed and returned in addition to the original shall be TWO (2No.) . <i>(Only if the bidder has submitted the bid electronically through the IFMIS Portal.)</i>
8.	9.1	The address for clarification of Tender documents is Attention: The Head Supply Chain Management, Ministry of Education Science and Technology, Jogoo House B, Harambee Avenue P.O Box 30040-00100 NAIROBI- KENYA Telephone: +254 020 318581 Electronic mail address:
	9.2	Period to respond to request for clarification – Seven Days Period prior to deadline for submission of Tenders for the Tenderers to request clarifications 10days .

I. Preparation of Tenders

9.	11.1	The Language of all correspondence and documents related to the Tender is: English
10.	12.1 (g)	In addition to the documents stated in ITT Clause 12, the following documents must be included with the Tender. a) Manufacturer's Authorization - YES b) Power of Attorney - YES

		c) <i>Tax compliance certificate</i> (as applicable and verifiable from KRA must be provided)- YES .																				
11.	13.3 (c)	The information required from Tenderers in ITT Clause 13.3 is modified as follows: None																				
	13.4	Bidder to demonstrate that spare parts shall be available locally																				
12.	14.3 (b)	The qualification criteria required from Tenderers in ITT Clause 14.3(b) is modified as follows:																				
		1.	Evaluation Criteria and Methodology																			
		1.1	Alternative Proposal : N/A																			
		1.2	Correction of Arithmetical Errors																			
		(a)	Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly																			
		(b)	If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;																			
		(c)	If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and																			
		(d)	If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.																			
		1.3	Conversion to a Single Currency																			
			The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <i>Kenya Shillings</i> The source of exchange rate shall be <i>The Central Bank of Kenya</i>. The date for the exchange rate shall be: The bid closing day 22nd MARCH 2016																			
		1.4	Discounts: Not Applicable																			
		1.5	Quantifiable Nonmaterial Nonconformities: <i>Not Applicable</i> .																			
		1.6	Margin of Domestic Preference is <i>–Not Applicable</i>																			
		1.7	Applicable criteria and methodology: according to ITT Clause 33.1																			
		<table><tr><th>Factor</th><th colspan="3">2.0 Financial Situation</th></tr><tr><td rowspan="3">Sub-Factor</td><th>Criteria</th><td colspan="2"></td></tr><tr><td rowspan="2">Requirement</td><th colspan="2">Bidder</th></tr><tr><th>Single Entity</th><th>Joint Venture, Consortium or Association</th></tr><tr><td></td><td></td><td></td><th>All partners combined,</th></tr></table>				Factor	2.0 Financial Situation			Sub-Factor	Criteria			Requirement	Bidder		Single Entity	Joint Venture, Consortium or Association				All partners combined,
		Factor	2.0 Financial Situation																			
		Sub-Factor	Criteria																			
Requirement	Bidder																					
	Single Entity		Joint Venture, Consortium or Association																			
			All partners combined,																			

		2.1 Historical Financial Performance Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Purchaser, for the last three [3] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability. The criteria to be used are as follows: <ul style="list-style-type: none"> • Criterion 1= Current ratio to be over 1 (computed as Current Assets / Current Liabilities) • Criterion 2=Debt Ratio of 1 or less (Total Debt / Total Assets) 	Must meet requirement	Must meet requirement
		2.2 Average Annual Turnover Minimum average annual turnover of 150 million Kenya Shillings or US\$ equivalent for Lot 1 , calculated as total certified payments received for contracts in progress or completed, within the last Three (3) years.	Must meet requirement	Must meet requirement
		2.3 Financial Resources The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: <p>(i) the following cash-flow requirement: Have an annual cash flow For each lot is Kenya shillings Fifty million (Ksh 50,000,000) for lot 1, or it equivalent in US\$ for the last three(3) years and</p> <p>(ii) the overall cash flow requirements for this contract and its current commitments.</p>	Must meet requirement	Must meet requirement
		2.4 Experience Experience as Supplier, in at least three (3) contracts within the last Three(3) years, with an average value of at least per Lot is:- Kenya shillings fifty million (Kshs 50,000,000) for or its equivalent in US\$ for lot 1, that have been successfully and substantially completed and that are similar to the proposed Goods and Related Services. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section IV, Bidding Forms. Provide detailed references of the contracts cited.	Must meet requirement	Must meet requirements for all characteristics
13.	16.2	Tenderers <i>must quote for all items</i> in the Lot participating in as indicated in the schedule of requirements. <i>(the tender is one lot)</i>		
	16.6	ii) The price quoted shall be <i>Incoterms 2010, published by The International Chamber of Commerce.</i> The <i>Incoterms</i> for quoting goods offered from within the Purchaser's country is: <i>a). CIP Various Technical Training Institutes as per attached Schedule and NOTE that prices for inland transportation, duties, taxes and price of incidental services/levies must be included in the pricing.</i>		
	16.7	<i>(a)The price of the goods shall be CIP Various Technical Training Institutes as per attached Schedule</i>		
	16.8	The price shall be fixed		
14.	17.1	a) For goods and related services originating in Kenya the currency of the Tender shall be <i>Kenya Shillings</i> ;		

		b) For goods and related services originating outside of Kenya , the Tenderer shall express its Tender in <i>KES, USD,GBP OR EURO ONLY</i>
	17.2	For the purpose of evaluation only, the rate of exchange to be used will be 1 currency = number Kshs(to 2 decimal places) . The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <i>Kenya Shillings</i> The source of exchange rate shall be <i>The Central Bank of Kenya</i>. The date for the exchange rate shall be: The bid closing day -----
15.	18.1	The Tender validity period shall be 120 days .
16.	19.1	A Tender Securing Declaration form shall be filled by the Tenderer. Yes
17.	20.1	Tender security required – N/A The amount of Tender security is The Bidder shall furnish a bid security in the amount <i>Not Applicable</i>
	20.2	Specify the form of tender security. N/A
18.	21.1	The number of copies of the Tender to be completed and returned in addition to the original shall be 2 (2no)

J. Submission of Tenders

19.	22.2	(a) Tender shall be submitted through electronic system – IFMIS Portal and 2 hard copies submitted to <i>The Head of Supply Chain Management Services, Ministry of Education science and Technology, Jogoo House ‘B’ , Harambee Avenue, P.O Box 30040-00100 NAIROBI- KENYA</i> The deadline for bid submission is: Date: 22ND March 2016. Time: 10.00am local time. (b) Tender name: - <i>Supply, delivery, installation, training and commissioning of Smart ports and various Engineering training and research equipment.</i> The identification number of the bidding process is: <i>ICB/MOEST/ TVET/36/ 2015 – 2016.</i>
20.	23.1	The deadline for Tender submission is a) Day Tuesday b) Date 22nd March 2016 c) Time 10.00am local time
	23.3	Extension of the deadline for submission of Tenders shall not be made later than Not Applicable

K. Opening and Evaluation of Tenders

21.	26.1	The Tender opening shall take place at: Ministry of Education Science and Technology, Jogoo House B , Harambee Avenue, Nairobi - Kenya 10th Floor Conference Room, Date: 22nd March 2016. Time: 10.00am local time.
22.	29.2(d)	Prior to award of successful tender the Procuring Entity shall conduct post-qualification and due diligence of the successful tender in reference of the documents submitted. – Not Applicable
23.	31.3	The technical evaluation shall adopt YES/ No Approach Where weighted scoring is adopted the minimum score for one to be deemed technically responsive shall be - Not Applicable . Where the YES/NO approach is adopted a tender shall be deemed to be technically responsive where it meets all the requirements.
24.	32.4	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Kenya Shillings The source of exchange rate shall be The Central Bank of Kenya. The date for the exchange rate shall be: The bid closing day 22nd MARCH 2016
25.	34.1	Post- qualification will “be undertaken”
L. Contract Award		
26.	37.1	The maximum percentage by which quantities may be increased is: 10% The maximum percentage by which quantities may be decreased is: 10%
27.	41.1	A Performance Security shall not be required. The amount shall be: Not Applicable. .
28.	42.1	The Advance Payment shall be limited to Not applicable.

SECTION IV: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

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

- (a) “CDS” means the Contract Data Sheet applying to the named contract by which the GCC may be amended or supplemented.
- (b) “Completion” means the fulfilment of the delivery of goods and related services by the Supplier in accordance with the terms and conditions set forth in the contract
- (c) “Contract Price” means the price payable to the Supplier as specified under the Contract, subject to such additions and adjustment here to or deduction there from as may be made pursuant to the contract for the full and proper performance of its contractual obligations.
- (d) “Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (e) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and includes, inter alia, bribery and extortion or coercion which involves threats of injury to person, property or reputation.
- (f) “Day” means calendar day.
- (g) “Delivery” means the transfer of the goods from the supplier of equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Entity under Contract.
- (h) “Effective Date” means the date on which this Contract becomes effective pursuant to Clause 1 of the CDS
- (i) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the specified institution.
- (j) “End User” means the unit(s) where the goods will be used, as named in Clause 1 of the **CDS**.
- (k) “Force Majeure” means an event or situation beyond the control of the parties and not involving the parties’ fault or negligence and not foreseeable, is unavoidable, and is not due to negligence or lack of care on the part of the parties. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine, restrictions, acts of terrorism, piracy and freight embargoes.
- (l) “fraudulent practice” includes 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, and includes collusive practises amongst bidders prior to or after bid submission designed to establish bid prices at artificial non competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (m) “GCC” means the General Conditions of Contract contained in this section.
- (n) “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- (o) “Procuring Entity” means the entity purchasing the Goods and related service, as named in Clause 1 of **the CDS**.
- (p) “Project Site” where applicable, means the place or places named in Clause 1 of **the CDS**.
- (q) “Related Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial

maintenance and other such obligations of the Supplier covered under the Contract.

(r) “Supplier” means the individual, private or public 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, and includes the legal successors or permitted assigns of the supplier.

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| 2. Application | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. |
| 3. Governing Language | 3.1 | The Contract and all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Entity shall be written in English, unless another language is specified in Clause 2 of the CDS . The version of the Contract written in the specified language shall govern its interpretation. |
| 4. Applicable Law and Interpretation | 4.1 | The contract shall be governed and interpreted in accordance with the laws of Kenya, unless otherwise specified in Clause 3 of the CDS . |
| 5. Country of Origin and Nationality of Supplier | 5.1 | The origin of Goods and Services means the place where the goods are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, process, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from which the related services are supplied. |
| | | The nationality of the firm that produces, assembles, distributes, or sells the goods and services shall not determine their origin. |
| 6. Standards | 6.1 | The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to Kenya. Such standards shall be the latest issued by the concerned institution. |
| 7. Use of Contract Documents and Information; Inspection and Audit | 7.1 | The Supplier shall not, without the Procuring Entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. |
| | 7.2 | The Supplier shall not, without the Procuring Entity’s prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract. |
| | 7.3 | Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier’s performance under the Contract if so required by the Procuring Entity . |
| | 7.4 | The Supplier shall allow the Government of Kenya and/or donor agencies involved in financing the project to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Kenya and/or the appropriate donor agencies, if so required. |
| 8. Patent and | 8.1 | Where the Procuring Entity suffers any loss or damage due to infringement of |

Copy Rights		patent, trademark, or industrial design rights occasioned by the Supplier arising from use of the Goods or any part thereof in Kenya, the Supplier shall indemnify the Procuring Entity against all third-party claims.
9. Performance Security	9.1	Within twenty-one (21) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Procuring Entity the performance security in the amount specified in Clause 4 of the CDS .
	9.2	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.
	9.3	The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Entity and shall be in one of the following forms: (a) a bank guarantee, (b) a banker's cheque/cash. (c) an irrevocable letter of credit, or (d) an insurance bond issued by a reputable insurance company approved by PPOA.
	9.4	The performance security will 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 otherwise specified in Clause 4 of the CDS .
10. Inspections and Test	10.1	The Procuring Entity or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	10.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination as specified in Clause 5 of the CDS and the Technical Specifications shall specify what inspections and tests shall be carried out. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
	10.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Entity may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Entity.
	10.4	The Procuring Entity's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Entity's country shall in no way be limited by reason of the Goods having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the Goods' shipment from the country of origin.
	10.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
11. Packing	11.1	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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, 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.

- 11.2 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 Clause 6 of the CDS**, and in any subsequent instructions ordered by the Procuring Entity.

12. Delivery and Documents

- 12.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of insurance and transportation shall be as provided by the INCOTERM and/or other documents to be furnished by the Supplier as are **specified in Clause 7 of the CDS**.
- 12.2 For purposes of the Contract, “DDP”, “CIP”, “CIF”, “FCA”, “FOB”, “EXW” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce.

13 Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Clause 8 of the CDS**:
- (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.

14. Spare Parts

- 14.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible and in any event within the period specified in the Clause 9 of **the CDS**.

Such spare parts as the Procuring Entity may select to purchase from the Supplier, provided that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and In the event of termination of production of the spare parts:

- i) Advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
- ii) Following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Entity, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the prevailing conditions .

- 15.2 This warranty shall remain valid for a period specified in Clause 10 of **the CDS** 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 Contract, or for a period specified in Clause 10 of **the CDS** after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in Clause 10 of the CDS.**
 - 15.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the Supplier shall, within the period **specified in Clause 10 of the CDS** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the named port or place of entry to the final destination.
 - 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period **specified in Clause 10 of the CDS**, the Procuring Entity may proceed to take 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.
16. **Payment**
 - 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in Clause 11 of the CDS.**
 - 16.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 12, and upon fulfilment of other obligations stipulated in the Contract.
 - 16.3 After delivery and acceptance of the Goods, payments shall be made promptly by the Procuring Entity, within thirty (30) days after submission of a valid invoice or claim by the Supplier, or such other period as **specified in Clause 11 of the CDS.**
 - 16.4 If the Procuring Entity makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing Central Bank rate or as **specified in Clause 11 of the CDS.**
 - 16.5 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in Clause 11 of the CDS.**
17. **Prices and Variations**
 - 17.1 The contract price shall be as specified in the Contract Agreement.
 - 17.2 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender. Any price variation must be based on the prevailing consumer price index of the Kenya National Bureau of Statistics or the Central Bank of Kenya inflation rate.
18. **Quantity**
 - 18.1 If the Procuring Entity at any time wishes to make changes within the general scope

Variation	of the Contract may request the Supplier to provide a quotation on the effect of the change on the time and the cost of the contract on the basis of the contract price.
	18.2 Any quotation for additional cost or time by the Supplier for adjustment under this clause must be presented within fourteen (14) days from the date of the Supplier's receipt of the Procuring Entity's request for change order.
	18.3 If the Procuring Entity accepts the Supplier's quotation he will issue a formal Change Order in writing. The Supplier will not be eligible to claim reimbursement for any change to the contract unless he is in receipt of such formal written instruction.
	18.4 All variations must collectively not exceed 10% of the original contract quantity for goods and/or incidental services.
19. Contract Amendments	19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	20.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
21. Subcontracts	21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under this contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the contract.
	21.2 Subcontracts must comply with the provision of GCC.
22. Delays in the Supplier's Performance	22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.
	22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). 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, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	22.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
23. Liquidated Damages	23.1 Subject to GCC Clause 27, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in Clause 12 of the CDS 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 Clause 12

of **the CDS**. Once the maximum is reached, the Procuring Entity may consider termination of the Contract pursuant to GCC Clause 24.

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|---------------------------------------|---|
| 24. Termination for Default | <p>24.1 The Procuring Entity or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>24.2 Fundamental breaches of Contract shall include, but shall not be limited to the following:</p> <ul style="list-style-type: none"> (a) The Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 22; or (b) The Supplier fails to perform any other obligation(s) under the Contract; (c) The supplier has abandoned or repudiated the contract. (d) The Procuring Entity or the Supplier is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; (e) The Procuring Entity gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Entity ; and (f) The supplier, in the judgment of the Procuring Entity, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>24.3 If the Procuring Entity terminates the Contract pursuant to GCC Clause 24.2 (f) above the amount of Liquidated Damages specified in Clause 13 of the CDS shall immediately become due from the Supplier to the Procuring Entity.</p> |
| 25. Termination for Insolvency | <p>25.1 The Procuring Entity may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.</p> |
| 26. Force Majeure | <p>26.1 Notwithstanding the provisions of GCC Clauses 24 and 25, 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.</p> <p>26.2 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.</p> |
| 27. Disputes | <p>27.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p style="padding-left: 40px;">If the dispute is not solved by mutual consultation, either party may refer the matter to an Arbitrator.</p> |
| 28. Procedure for Disputes | <p>28.1 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the Clause 14 of the</p> |

CDS.

29. **Limitation of Liability**
- 29.1 Except in cases of criminal negligence or wilful conduct, and in the case of infringement pursuant to GCC Clause 8,
- 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
- 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.
30. **Notices**
- 30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by facsimile or e-mail and confirmed in writing through registered mail to address **specified in** Clause 15 of **the CDS**.
- 30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
31. **Taxes and Duties**
- 31.1 The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed inside and outside the Republic of Kenya.
- 31.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Republic of Kenya, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**SECTION V - CONTRACT DATA SHEET
(SPECIFIC CONDITIONS OF CONTRACT)**

Contract Data Sheet

The following Contract Data shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

CDS Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		Definitions (GCC Clause 1)
1.	1.1(h)	The effective date of the contract is ; Date of signing the contract
	1.1(j)	The End user is: Ministry of Education, Science and Technology- Various Technical Training Institutes as per schedule
	1.1(o)	The Procuring Entity is: Ministry of Education, Science and Technology
	1.1(p)	The Project site: Various Technical Training Institutes as per schedule.
		Governing Language (GCC Clause 3)
2.	3.1	The Governing Language if not English shall be: Not Applicable
		Applicable Law (GCC Clause 4)
3.	4.1	The Applicable Law shall be: Laws of the Republic of Kenya
		Performance Security (GCC Clause 9)
4.	9.1	A Performance Security <i>shall not be</i> required. If a Performance Security is required, the amount shall be: Not Required.
	9.4	After delivery and acceptance of the Goods, the performance security shall be discharged in <i>not later than 30 days following the date of completion.</i>
		Inspections and Tests (GCC Clause 10)
5.	10.2	Inspection and tests prior to shipment of Goods and at final acceptance are as follows: <ul style="list-style-type: none"> Quality and quantity inspection shall be carried out prior to shipment of Goods by the manufacturer(s) at the supplier's own expense and responsibility in terms of the items specified in the specifications. The supplier shall submit the inspection certificate issued by himself / herself which should be attached with the certificate(s) of the manufacturer(s) to the Procuring Entity in order to ensure that the goods are manufactured in compliance with the contract. The purchaser shall conduct quality and quantity inspection during the acceptance at Bondo TTI, Supplier having delivered, installed and trained on use and maintenance at the purchaser's expense.
		Packing (GCC Clause 11)
6.	11.2	<i>The Goods shall be packed properly in accordance with standard import packing and as specified by the Procuring Entity in the Technical</i>

		<i>Specification.</i>
	Delivery and Documents (GCC Clause 12)	
7.	12.1	<p>a) For Goods supplied from abroad:</p> <p><i>Upon shipment, the Supplier shall notify the Procuring Entity and the Insurance Company by facsimile or e-mail the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procuring Entity, with a copy to the Insurance Company:</i></p> <ul style="list-style-type: none"> <i>i) One original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</i> <i>ii) Original and four copies of the negotiable, clean, on-board bill of lading/airway bill/road consignment note marked "freight prepaid" and four copies of non-negotiable bill of lading or equivalent;</i> <i>iii) One original and four copies of the packing list identifying contents of each package;</i> <i>iv) Insurance certificate;</i> <i>v) Manufacturer's or Supplier's warranty certificate;</i> <i>vi) Inspection certificate, issued by the nominated inspection agency (appointed by Kenya Bureau of Standards), and the Supplier's factory inspection report; and</i> <i>vii) Certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate.</i> <p><i>The above documents shall be received by the Procuring Entity at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</i></p> <p>b) For Goods from within Kenya:</p> <p><i>Upon delivery of the Goods to the transporters, the Supplier shall notify the Procuring Entity and mail the following documents to the Procuring Entity:</i></p> <ul style="list-style-type: none"> <i>i) One original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</i> <i>ii) Delivery note, railway receipt, or truck receipt;</i> <i>iii) Manufacturer's or Supplier's warranty certificate;</i> <i>iv) Inspection certificate issued by the Kenya Bureau of Standards, and the Supplier's factory inspection report; and</i> <i>v) Certificate of country of origin issued by the Kenyan Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate.</i> <p><i>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</i></p>

	Incidental Services (GCC Clause 13)	
8.	13.1	Incidental services to be provided are: <i>Not Applicable</i>
	Spare Parts (GCC Clause 14)	
9.	14.1	The bidder shall demonstrate that spare parts shall be available locally for a minimum period of 5 years from the date of contract.
	Warranty (GCC Clause 15)	
10.	15.2	In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: <ul style="list-style-type: none"> (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. <li style="text-align: center;">or (b) Pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
	15.4 & 15.5	The period for correction of defects in the warranty period is: 30 days
	Payment (GCC Clause 16)	
11.	16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in the currency of bid in the following manner:</p> <ol style="list-style-type: none"> 1. On Shipment: Fifty (50 %) percent of the Contract Price of the Goods shipped shall be paid within Forty five (45) days upon submission of the following documents : <ul style="list-style-type: none"> (i) Supplier invoice showing goods description, quantity, unit price and total amount- Original and a copy (ii) Bill of Lading –Original and a copy (iii) Packing list identifying content of each package (iv) Insurance Certificate (v) Manufacturers’ or Suppliers warranty Certificate (vi) Certificate of Origin (vii) Inspection Certificate by the Government Agent 2. Fifty (50%) On Acceptance of receipt of the goods shall be paid within Forty five (45) days upon submission of claim

		<p>supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in currency of bid within Forty Five (45) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
		<p>Payment for Goods and Services supplied from within the Kenyan Republic shall be made in Kenyan Shillings, as follows:</p> <ol style="list-style-type: none"> 1. Fifty (50 %) percent of the Contract Price shall be paid within Forty five (45) days upon submission of the following documents: <ol style="list-style-type: none"> i. Supplier invoice showing goods description, quality, unit price and total amount- Original and a copy ii. Packing list identifying content of each package iii. Insurance Certificate iv. Manufacturers' or Suppliers warranty Certificate v. Certificate of Origin vi. Inspection Certificate by the Government Agent 2. Fifty (50%) percent of the Contract Price shall be paid to the Supplier within forty five (45) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
	16.3	Period for payment following a valid invoice: 45 days.
	16.4	Rate to be used for paying the Supplier's interest on the late payment made by Procuring Entity shall be the Central Bank of Kenya rate.
	16.5	<p>The payment currency to the supplier under this contract shall be the currency of bid.</p> <p>The source of exchange rate shall be <i>The Central Bank of Kenya</i>. The date for the exchange rate shall be: The bid closing day 2ND March 2016.</p>
	Liquidated Damages (GCC Clause 23)	
12.	23.1	<p>Applicable rate: 0.2 per cent per day of undelivered materials/good's value.</p> <p>Maximum deduction: is equal to the performance security.</p>
13.	24.3	In the event of corrupt or fraudulent practice or any breach of the Integrity Declaration, the Supplier shall be liable to pay to the Procuring Entity 100% of the Contract Price.
	Procedure for Disputes (GCC Clause 28).	

14.	28.1	<p>Arbitration institution shall be</p> <p>Contracts entered into with foreign Supplier: In the case of a dispute between the Purchaser and the Supplier the dispute shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1995 Cap 49 Laws of the Republic of Kenya.</p> <p>Contracts entered into with Suppliers from the Purchaser's country In the case of a dispute between the Purchaser and the Supplier, which is from the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the provisions of the Arbitration Act 1995 Cap 49 Laws of the Republic of Kenya.</p>
	Notices (GCC Clause 30)	
15.	30.1	<p>Procuring Entity's address for notice purposes:</p> <p>Principal Secretary, State Department of Science and Technology, Ministry of Education, Science and Technology, Harambee Avenue, Jogoo House B, P.O. Box 30040-00100, Nairobi Tel +254 020 318581 NAIROBI – KENYA</p> <p>Supplier's address for notice purposes:</p>

SECTION VI: SCHEDULE OF REQUIREMENTS

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (INCOTERM DDP unless otherwise specified).

List of Goods and Related Services: - BIDDER IS ONLY ALLOWED TO BID FOR ONE LOT. BIDDING FOR MORE THAN ONE LOT WILL LEAD TO AUTOMATIC DISQUALIFICATION.

CODE	LOTS	ITEM	UNITS
1	Lot 1	SMART Board with Projector	80
2	Lot 2	3-Phase Diesel Generator	20
3	Lot 3	CNC Lathe - Advanced	15
4	Lot 4	CNC Milling Machine	15
5	Lot 5	Grinder Surface Reciprocating	15
6	Lot 6	CONCRETE LABORATORY	
		BCEE 1 Motorized Compression/Tension Machine	1
		BCEE 2 In-situ Water Permeability Test Kit	5
		BCEE 3 Riffle Boxes (Sample Splitters)	5
		BCEE 4 Los Angeles Abrasion Machine	2
		SOIL MECHANICS	
		BCEE 5 Laboratory Bench Ovens	1
		BCEE 6 Field CBR Equipment	3
		BCEE 7 CBR test machine (hand operated)	3
		BCEE 8 Hand operated casagrande equipment	5
		BCEE 9 Motorised casagrande equipment	3
		BCEE 10 Shrinkage limit set	5
		BCEE 11 Pneumatic shear machine	2
		BCEE 12 sieve shaker	2

		BCEE 13	soil volume change meter	2
		BCEE 14	Plate bearing test machine	2
		BCEE 15	Core cutter	5
		BCEE 16	Plastic limit roller	5
		BCEE 17	Geotechnical Gauge	5
		BCEE 18	Grain Size Chart	10
		BCEE 19	Sand Gauge chart	10
		BCEE 20	Direct/Residual Shear Machine	2
		BCEE 21	Expansion index test apparatus	3
		BCEE 22	Soil volume change meter	5
		BCEE 23	Volu vessel Device	5
		BCEE 24	Sand replacement equipment	3
		BCEE 25	Riffle Boxes	5
		BCEE 26	Permeability test system	1
		BCEE 27	Tri-Axial test set Triaxial cell Master Control Panel Digital Pressure Gauge Digital Load and Displacement Readout	1
		MASONRY WORKSHOP		
		BCEE 28	Masonry saw	5
		BCEE 29	Vibrating table	5
		BCEE 30	Rammers	5
		BCEE 31	Block Maker	2
		BCEE 32	Block making machine (Manually operated)	2
		BCEE 33	Site dumper	1
		BCEE 34	Scaffold & platform	1

		BCEE 35	Hoisting Equipment	1
		BCEE 36	Concrete Poker vibrator	5
		MATERIALS LABORATORY		
		BCEE 37	Chapman Flask % voids in aggregates	6
		BCEE 38	Coarse Aggregate Density Test Set	2
		BCEE 39	Length Gauge	10
		BCEE 40	Drying Oven	2
		BCEE 41	Deval Attrition Test Machine	1
		BCEE 42	Impact Testing Machine	1
		BCEE 43	Rebound Hammer	2
		BCEE 44	Pulse Velocity Measurement	1
		BCEE 45	Blaine fineness apparatus	1
		BCEE 46	Laboratory Concrete Mixer	1
		BCEE 47	Le Chatelier flask	5
		BCEE 48	Shrinkage mould	4
		BCEE 50	Ball Mill	1
		BCEE 51	Flow table	2

TRAINING:-

The Scope of training should include:

- i. Installation of Equipment / Machines.
- ii. Major and Routine Maintenance of equipment/ Machines.
- iii. Use i.e the total scope of use equipment/machines and machines and all experiments they can perform

- iv. Training manuals for the range of experiments the equipment/machines can perform.
- v. The training should cover at least 10 members of the teaching staff and technicians

DISTRIBUTION SCHEDULE

PROPOSED ALLOCATION OF EQUIPMENT TO TVET INSTITUTIONS CATEGORY I-OLD INSTITUTIONS:-

S/No	Institution	Smart Boards	CNC Lathe	CNC Machine	Milling	Grinder Surface Reciprocating
1.	Bumbe TTI	1	-	-	-	-
2.	Bushiangala TTI	1	-	-	-	-
3.	Kabete TTI	2	1	1	1	1
4.	Kaiboi TTI	2	1	1	1	1
5.	Keroka TTI	1	-	-	-	-
6.	Kiirua TTI	1	-	-	-	-
7.	Kitale TTI	2	1	1	1	1
8.	Masai TTI	1	-	-	-	-
9.	Mathenge TTI	1	-	-	-	-
10.	Matili TTI	1	-	-	-	-
11.	Mawego TTI	2	-	-	-	-
12.	Meru TTI	2	1	1	1	1
13.	Michuki TTI	1	-	-	-	-
14.	Mombasa TTI	2	1	1	1	1
15.	Nairobi TTI	2	-	-	-	-
16.	NEP TTI	1	1	1	1	1
17.	Nkabune TTI	2	-	-	-	-
18.	Nyeri TTI	2	1	1	1	1
19.	Ol'Lessos TTI	2	-	-	-	-
20.	PC Kinyanjui TTI	2	-	-	-	-
21.	Rift Valley TTI	2	1	1	1	1
22.	Shamberere TTI	1	-	-	-	-

23.	Sigalagala TTI	2	1	1	1
24.	Thika TTI	2	1	1	1
25.	Wote TTI	1	-	-	-
26.	Coast IT	1	-	-	-
27.	Friends Kaimosi College	1	-	-	-
28.	Gusii IT	2	1	1	1
29.	Kiambu IST	2	1	1	1
30.	Nyandarua IST	1	-	-	-
31.	Ramogi IAT	1	1	1	1
32.	Rift Valley IST	2	-	-	-
33.	Rwika TI	1	-	-	-
34.	Sang'alo IST	1	-	-	-
35.	Siaya IT	1	-	-	-
36.	KTTC	2	-	-	-
37.	Eldoret Polytechnic	2	1	1	1
38.	Kisumu Polytechnic	2	1	1	1
TOTAL		58	15	15	15

**PROPOSED ALLOCATION OF EQUIPMENT TO TVET INSTITUTIONS
CATEGORY II-NEW INSTITUTIONS**

	Institution	Smart Boards	Computers	3 Phase Diesel Generator	CNC Lathe	CNC Milling Machine	Grinder Surface Reciprocating
1.	Aldai TTI	1	-	1	-	-	-
2.	Baringo TTI	1	-	1	-	-	-
3.	Bondo TTI	1	-	1	-	-	-
4.	Bureti TTI	1	-	-	-	-	-
5.	EkeruboGietai TTI	1	-	1	-	-	-
6.	Emining TTI	1	-	1	-	-	-
7.	Gitwebe TTI	1	-	1	-	-	-
8.	Godoma TTI	1	-	1	-	-	-
9.	Karumo TTI	1	-	-	-	-	-
10.	Kisiwa TTI	1	-	1	-	-	-
11.	Katine TTI	1	-	1	-	-	-
12.	Mitunguu TTI	1	-	1	-	-	-
13.	Mukiria TTI	1	-	1	-	-	-
14.	Musakasa TTI	1	-	1	-	-	-
15.	Mukurwe-ini	1	-	1	-	-	-
16.	Sot TTI	1	-	1	-	-	-
17.	Ziwa TTI	1	-	1	-	-	-
18.	Tseikuru	1	-	1	-	-	-
19.	Vocational Training Centre for the Blind and Deaf-Sikri	1	-	1	-	-	-
20.	Machakos	1	-	1	-	-	-

	Technical Institute for the Blind						
21.	Karen Technical Training Institute for the Deaf	1	-	1	-	-	-
22.	St. Joseph's Technical Institute for the Deaf, Nyang'oma-	1	-	1	-	-	-
TOTAL		22	-	20	-	-	-

NOTE THAT ALL EQUIPMENT SHALL BE BRANDED USING GOVERNMENT OF KENYA EMBLEM ENGRAVED ON THE CASING:



MOEST - TIVET

In order to determine the correct date of delivery as specified, the Procuring Entity has taken into account the additional time that will be needed for international or national transit to the delivery place.

Delivery and Completion Schedule

The required date of arrival on the Project Site is no later than - **8 weeks after contract signing.**

The required completion date is no later than - **12weeks after contract signing.**

**Name of Goods or
Related Service
See list of goods above**

**Delivery Schedule
(dd/mm/year)
8-12 weeks after contract
Signature**

SECTION VII: TECHNICAL SPECIFICATIONS

Technical Specifications.

ENGINEERING EQUIPMENT

	LOTS	Item	SPECIFICATIONS	QT	COMPLIANCE
1	Lot 1	SMART Board 77" Dual-Touch Interactive Wide Format Whiteboard with UX80 Projector complete with Accessories. <i>(SPECIFICATIONS PROVIDED ARE MINIMUM AND ITS EQUIVALENT OR SUPERIOR ACCEPTABLE.)</i>	– Specifications <ul style="list-style-type: none"> • Brightness (standard) 3600 lumens (typical) in 280 W mode at a CCT of 6500 K by the IEC method • Brightness (economy) 2880 lumens (typical) in 230 W mode at a CCT of 6500 K by the IEC method • Native resolution WXGA 1280 × 800 • Aspect ratio Native 16:10 aspect ratio with support for 16:9, 5:4 and 4:3 aspect ratios with source image scaling. • Throw ratio Ultra-short throw 0.18:1 ratio • Throw distance 14 3/4" (37.5 cm) • Display technology Single chip DLP® technology by Texas Instruments™ • Lamp life 2500 hours in Standard 280 W mode. 3000 hours in Economy 230 W mode. • Integrated speaker 10 W mono • Projector noise 36 dBA (high fan speed) or 33 dBA (standard fan speed) measured using the JBMA method • Contrast ratio (typical) 2000:1 • Video system compatibility: HDTV (720p and 1080p) video system compatibility and HD Ready (HDMI technology and 720p) available, NTSC, NTSC 4.43, PAL, PAL-N, PAL-M, SDTV (480i/p and 576i/p). • Video interface compatibility: HDMI 1.4 (×2) and VGA (RGB or Component) 	80	

			<ul style="list-style-type: none"> • Horizontal frequency 15 kHz–68 kHz • Vertical frequency 25 Hz–85 Hz • Clock frequency 25 MHz–150MHz • External management: IR remote control, RS-232 control port, internal web page, Crestron® RoomView®, management via Ethernet. <p>Interactive Whiteboard: SBM685ix2SMART Board M685 with UX80</p> <ul style="list-style-type: none"> • Multitouch capabilities Support for two simultaneous touches enables up to two users to interact with the interactive whiteboard by using the included pens or other objects, or by using their fingers to write and to perform gestures. • Pen tray: The pen tray connects to the interactive whiteboard. Use the color select buttons to change digital ink colors. The on-screen keyboard, the right-click and the orient features are also accessible with pen tray buttons. Basic projector controls are accessible from the pen tray, including power, volume control and input select. • Pen Includes two pens • Digitizing technology Four-camera DViT® (Digital Vision Touch) technology • Frame finish: White and light gray (approximates PANTONE® Cool Gray 4C)SMART Board interactive whiteboard system – Model SBM685ix2 • Computer connection 16' (5 m) USB 2.0 cable • Power requirements 6' (1.8 m) power cable. Power consumption is less than 7 W (100V to 240V AC, 50/60 Hz. 5V DC 2.0A). <p>Included cables and hardware:</p> <ul style="list-style-type: none"> • Infrared remote control • 14' 9" (4.5 m) power cable 		
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			<ul style="list-style-type: none"> • 16' 5" (5 m) USB cable • 13' 5 1/2" (4.1 m) 3.5 mm stereo audio cable • Projector wiring harness • Video connection kit • Theft protection Projector system padlock ring <p>Connectors:</p> <ul style="list-style-type: none"> • Projector connectors 3.5 mm phone jack audio input • 3.5 mm phone jack audio output • DB15F RGB VGA video input • DB9F RS-232 control port • HDMI 1.4 input (×2) • Power (100V–240V AC at 50 Hz–60 Hz) • USB B port for service use only • RJ45 Ethernet connector • RJ45 second projector control • 7-pin mini-DIN for ECP data • 4-pin power-DIN 5V/2A output connector for ECP USB hub/switch power • Pen tray connectors DB15-M connects harness cable to projector • 4-pin room control system via SB8-CTRL adapter cable • USB A connects to SMART Board M685 interactive whiteboard • USB B (×2) connects to primary and secondary computers (desktop/laptop labels) • USB A for USB drive • RCA analog audio and composite video (red, white and yellow) <p>Power consumption:</p> <ul style="list-style-type: none"> • Full mode 375 W • Standard mode 311 W 		
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			<ul style="list-style-type: none"> Standby mode 0.5 W <p>Operating temperature:</p> <ul style="list-style-type: none"> 41°F to 95°F (5°C to 35°C) from 0' to 6000' (0 m to 1800 m) 41°F to 86°F (5°C to 30°C) from 6000' to 9800' (1800 m to 3000 m) SMART Board interactive whiteboard system – Model SBM685ix2 Projector Standard speed: 41°F to 95°F (5°C to 35°C) from 0' to 6000' (0 m to 1800 m) High speed: 41°F to 86°F (5°C to 30°C) from 6000' to 6800' (1800 m to 2100 m) Storage temperature -4°F to 122°F (-20°C to 50°C) Humidity 5% to 95% storage relative humidity, non-condensing. 5% to 80% operating relative humidity, non-condensing. <p>Warranty:</p> <ul style="list-style-type: none"> Interactive whiteboard Two-year limited equipment warranty Projector Three-year limited equipment warranty Projector lamp 1000-hour/one-year warranty 		
2	Lot 2	3 phase diesel generator	Series, 400 kW (500 kVA) 60 Hz, SKU GJMT-400D315, Model 400 MT3, Sound Enclosed, Level 1, w/655 gallon tank MTU 8V1600G80S, three phase, diesel fueled, liquid cooled, 1800 RPM, electric start, EPA Tier 3 Package Includes: Weather/Sound Enclosure, Level 2 (w/Int Critical Silencer), Fuel Tank, GenSet Base, DW, UL142, 655 Gallon, 24 hr 100% load run time,, Silencer Included in the Prices	20	

3	Lot 3	CNC Lathe - advanced	<p>CNC Lathe – advanced (Note the provided specifications are the minimum requirements its equivalent is acceptable)</p> <p>[1] A CNC Computer Lathe with a slant bed construction and built in support cabinet. The machine should allow industrial Level training and production with ferrous and nonferrous materials, with appropriate accessories.</p> <p>[2] The machine should have an integral touch sensitive control panel Allowing the machine to be operated without a computer if required, Which should incorporate illuminated push buttons, and an integrated Emergency stop button. The main drive should be an AC motor with inverter controlled drive package and overload cut-out, axes motors should be DC steppers with bi-polar chopper drives</p> <p>[3] The machine should have full perimeter guarding with safe switches in the positive (safety) mode on access doors and guards, which will stop the spindle and axes movements. And an interlocked swarf tray. The machine should include an automatic programmable 8 positions toolchanger.</p> <p>[4] The software should include 3D solid graphics with rotation and zooming. Programming should be by</p> <p>[5] ISO G & M codes.</p> <p>[6] The software should include as an integral part the following features:</p> <p>Computer Aided Design package with Import/Export to/from most known CAD packages.</p> <p>Computer Aided Manufacturing Processing package.</p> <p>Manual Data Input facility.</p> <p>G & M Program Import facilities.</p> <p>Graphical Views and Simulations facilities, 2D, 3D, Zooming etc.</p> <p>Manufacture facility.</p> <p>An optional Off-Line Panel Emulation on screen of Fanuc OT Control Operators Panels or Sinumerik 810/820/850/880 or</p>		
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		<p>Heidenhain 135/450.</p> <p>Administrator (Tutor) Functions.</p> <p>SPECIFICATIONS - Mechanical.</p> <p>[7] Working area.</p> <p>Swing over bed: 250mm.</p> <p>X axis travel: 200mm.</p> <p>Z axis travel: 265mm.</p> <p>Distance between centres: 350mm.</p> <p>Maximum turning diameter: (swing over cross slide) 105mm.</p> <p>Maximum turning length: 265mm</p> <p>[8] Bed</p> <p>Bed hardened and ground with precision anti-backlash ballscrew fitted to both axes.</p> <p>[9] Coolant capacity: 15 Litres (water soluble fluid).</p> <p>[10] Slideway lubrication: Automatic (programmable timer).</p> <p>[11] Headstock</p> <p>Spindle speeds: 200 to 3200rpm (Infinitely variable).</p> <p>Spindle bored to pass: 35mm</p> <p>Spindle nose mounting: 3" DI Camlock</p> <p>Spindle bore No.: 4.5 Taper (ASA.B5.10-1960).</p> <p>[12] Axis drives</p> <p>Stepper motor: HY200-2240-0290-ADM8 (A5065).</p> <p>Rapid traverse rate: 2000 mm/min.</p> <p>Feed rate: 0 to 999mm/min.</p> <p>Feed Modes: 2 Feed modes (per rev/per min)</p> <p>Maximum feed force in X and Y: 1500 N</p> <p>Maximum torque (at 60%): 1.62 NM.</p> <p>System resolution: 0.001mm.</p> <p>Mechanical resolution: 0.005mm.</p> <p>[13] Tool system</p> <p>Programmable disc type tool post: 8 stations uni-directional</p> <p>Tool support: Locking wedge.</p> <p>Shank height & width for external tooling:</p>		
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		<p>3- (12x12 mm) ISO. 1- (16x16 mm) ISO. Diameter for internal tools: Dia 20 Max. Indexing time - station/station: 1.5 sec. Indexing time - full revolution: 4.75 sec. (7 indexes). [14] Chuck: 125mm super precision 3 jaw self centring chuck [15] Tooling package 1 x LH turning tool: ISO SDJCL-12-12-80-15. 1 x RH turning tool: ISO SDJCL-12-12-80-15. 1 x Pack of 10 inserts for turning tool: ISO DCGT-11-03-02-N. 1 x Parting off tool 1 x Pack of 10 inserts for parting off tool. 1 x External threading tool: ISO UL16F16. 1 x Pack of 10 inserts for threading tool: ISO 16ELAG60. (0.5P-1.5P). 1 x Boring bar: ISO A10KSELPL-08 (10 x125 lg.) 1 x Pack of 10 inserts for boring tool: ISO EPMT-08-03. 1 x Centre drill: DIN 333A (2.5). 1 x Twist drill: Dia 7 mm (Stub). 1 x Twist drill: Dia 10 mm (stub). 2 x Adaptor bush: Dia 10 mm. 1 x Adaptor bush: Dia 7 mm. 1 x Adaptor bush; Dia 6.3 mm. [16] Approximate Dimensions Machine Net Weight: 560 kg Machine Gross Weight: 800 kg. Machine Dimensions: 1965 (L) x 650 (W) x 1585 mm (H). [17] Specifications - Electrical Main supply: 110/240volts 50/60 Hz 1ph. Main drive motor:1.5kw (2HP). Spindle drive: AC motor with inverter control package and overload cut-out. Axes motors: Stepper motors with bi-polar chopper drives. 200</p>		
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			<p>steps/rev in 1/2 step increments.</p> <p>[18] Control Personal Computer (included), with minimum specification is for Pentium P4 - 1.5 GB with 100MB space hard disc capacity, SVGA - 16 bit (high colour) monitor, mouse, 3.5" disc drive and one free serial port and CD-ROM drive. Internet explorer vers 4.0 or better installed.(The current best available)</p> <p>[19] Standard Equipment CAD/CAM Software Back-up software disc Built-in power take-off point Tool mat Interlinking cable (machine to computer) Swarf tray Instruction manual Programming manual</p>		
4	Lot 4	CNC Machine	<p>Milling</p> <p>A CNC Computer Milling Machine</p> <p>(Note the provided specifications are the minimum requirements its equivalent is acceptable)</p> <p>The machine should allow for industrial Level training and production with ferrous and non ferrous materials, with appropriate accessories.</p> <p>CNC Milling Machine, Vertical and horizontal</p> <p>[1] CNC vertical and horizontal milling machine</p> <p>[2] Auto tool changer</p> <p>[3] Flood coolant</p> <p>[4] Automatic slideway lubrication</p> <p>Table:</p> <p>[5] Size: 1372x280mm or bigger</p> <p>[6] Longitudinal feed: 0-3000mm/min</p>	15	

		<p> [7] Cross feed: 0-3000mm/min [8] Vertical feed: 0-3000mm/min [9] Tee slots: 16mm (3) [10] Longitudinal traverse: 720mm [11] Cross traverse: 355mm [12] Vertical traverse: 406mm Spindle: [13] Speed: 60-4000 continuously variable [14] Drive motor: 3.7kW [15] Quill traverse: 150mm [16] Quill diameter: 110mm [17] Distance from spindle to table: 20-437mm [18] Spindle taper: ISO 40 Rapid traverse: [19] X,Y feed: 5000mm/min [20] Z feed: 5000mm/min Control: [21] Axis: 3 or 4 plus spindle [22] Linear interpolation 3 out of 4 axis [23] Circular interpolation 2 out of 4 axis [24] Helical interpolation [25] Least input increment: 0.001mm [26] Decimal point programming [27] Parameter programming with mathematical and logical functions [28] Direct feedrate coding [29] Absolute/incremental data input [30] Metric/inch switching [31] Positioning linear and circular interpolation [32] Polar and Cartesian co-ordinates [33] Tool length and radius compensation [34] Labelling [35] Sub-programmes (8x nesting) </p>		
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			[36] Programme call-up to other programmes (3x nesting) [37] Programme part repeats [38] Fixed programme cycles for drilling and milling [39] Cycles for milling pockets with variable contours [40] Mirror image, Datum shift, Co-ordinate rotation, Scaling [41] Rounding of corners derived from straight or arcs [42] Data transfer connection [43] Paraxial traversing [44] Part programme storage and editing (approx. 4000 blocks) [45] Background programming [46] Single block operation [47] Manual operation with digital readout [48] Feed rate and rapid traverse override [49] Battery backup for programmes [50] Adaptor cable with plugs and sockets [51] Programme test [52] Programme entry Heidenhain language or ISO6983 format [53] Graphic simulation of machining program [54] Display modes in three planes, view with depth, 3D views [55] Display magnify function [56] Keyboard type manual data input □ CRT display		
5	Lot 5	Grinder Surface Reciprocating	<p>(Note the provided specifications are the minimum requirements its equivalent is acceptable).</p> <p>- Table W 39"/99.6mm: L: 78"/1,981.2mm power: 26.8 hp/20kw</p>	15	

Lot 6 – Building and Civil Engineering

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
SURVEY WORKSHOP				
CONCRETE LABORATORY				
BCEE 1	Motorized Compression/Tension Machine	<p>Use: compression & Tension tests</p> <p><u>Standards:</u></p> <ul style="list-style-type: none"> • ASTM E4 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Dimensions (l x w x h) 440 x 600 x 1250 mm • Max. vertical clearance with compression platens 340 mm • Max. horizontal clearance 230 mm • Upper platen diameter 220 mm • Gauge diameter 250 mm • Maximum ram travel 100 mm • Rated for 230V/50Hz • Weight 455 kg <p><u>Accessories:</u></p> <ul style="list-style-type: none"> • Grips for tensile testing of 10 mm, 12 mm, 20 mm, and 25 mm diameter bars to meet BS 7448 standards • Pack of wax crayons to lubricate grips. • Load calibration devices: <ul style="list-style-type: none"> ✓ Calibrated to BS EN ISO 376 ✓ For 2000kN capacity • 7.5 digit high-resolution hand-held readout to BS EN ISO 7500-1, ASTM E4, 	1	
BCEE 2	In-situ Water Permeability	Use: testing Concrete water permeability	5	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
	Test Kit	<ul style="list-style-type: none"> • Capacity dial measuring range of 0 – 6 bar. • Sealed water reservoir • Carrying case. • Dimensions 460 x 310 x 100 mm (l x w x h). • Weight 3 kg. 		
BCEE 3	Riffle Boxes (Sample Splitters)	<ul style="list-style-type: none"> • Use: Aggregate sampling To divide aggregates into a representative sample increment for testing. <p><u>Standard:</u></p> <ul style="list-style-type: none"> • BS 1377-2 (1990), EN 932-1 <p><u>Specification:</u></p> <ul style="list-style-type: none"> • Capacity ranges from 0.24 to 11.3 dm³ • The sizes range from 7 mm to 64 mm slot widths. • Slots range from 12 to 8 <p><u>Accessories:</u></p> <ul style="list-style-type: none"> • 3 metal pans for each rifle box 	5	
BCEE 4	Los Angeles Abrasion Machine	<p>Use: Aggregate resistance to abrasion; Should be housed in a soundproof and protection cabinet.</p> <p><u>Standards:</u></p> <ul style="list-style-type: none"> • EN 1097-2, NF P18-573, ASTM C131 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Capacity of 5,000 g each of aggregate and charge. • Drum Speed 30-33 rpm. • Welded structural steel frame • Adjustable; automatic shut-off; push-button reset and adjustment counter • Magnetic motor starter with overload protection and integral On-Off switches. 	2	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Dimensions of 980 x 920 x 980 mm (38.6" w. x 36.2" d. x 38.6" h). • Net weight 882 lbs. (400 kg). • Power: 220-240vAC, 60 Hz <p><u>Accessories:</u></p> <ul style="list-style-type: none"> • Set of 12 abrasive charges conforming to ASTM Standards stated above. 		
SOIL MECHANICS				
BCEE 5	Laboratory Bench Ovens	<p>Use: general drying of samples in the laboratory</p> <p><u>Standard:</u></p> <ul style="list-style-type: none"> • EN 932-5, 1097-5, ASTM C 127- C136-D558, D559, D560, D698, D1557, D1559, <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Capacity up to 198 ltr. • Chamber Size. (W. x D. x H). 648 x 610 x 508 mm. • Temperature Range. 51.7°C to 225°C . • Thermostat. Hydraulic thermostat or Digital PID microprocessor temperature control. • Shelves. Two. • Fan forced-air circulation • Overall Dimensions. W. x D. x H. (838 x 933 x 610 mm). • Weight. 77.6 kg <p>230vAC, 50/60 Hz,</p>	1	
BCEE 6	Field CBR Equipment	<ul style="list-style-type: none"> • Use: Measuring in-situ soil bearing capacity. <p><u>Standard:</u></p> <ul style="list-style-type: none"> • BS 1377, 1924, EN 13286-47, ASTM D1883, AASHTO T193 <p><u>Equipment parts to the above standards</u></p> <ul style="list-style-type: none"> • Field CBR Jack 50kN capacity; weight 8.5 kg; total height: 254mm • 1 Ball Seating Attachment 	3	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • 1 Proving Ring, 10 kN capacity. • 1 Proving Ring, 28 kN capacity. • 1 Proving Ring, 50kN. capacity • 1 Field Penetration Piston 50 mm dia. threaded at the upper end • Extension Rod machined from steel tubing, consisting of 2 lengths 5 cm. 2 lengths 10 cm., 1 length 30 cm., 1 length 50 cm., and 1 length 100 cm., used as spacers between the proving ring and penetration piston. • 1 Bracket and Adapter. • 1 Bridge Support. • 1 Penetration Dial Indicator. • 1 Circular 4.54 kg Surcharge Weight. 250 mm dia with 53 mm dia central hole, • 1 Slotted (4.54 kg) Surcharge Weight. 215 mm to 250 mm dia with 53 mm dia slot • 1 Slotted (9.07 kg) Surcharge Weight 215 mm to 250 mm dia with 53 dia slot • Dial gauge support of seamless pipe construction, 30 cm high and 45 cm wide at the base, with a quick release screw type clamp capable of sliding and locking anywhere along 2 meter length of the bridge. • Carrying case. <p><u>Accessories:</u></p> <ul style="list-style-type: none"> • Dial gauge 0.01mm x 25mm. (as per item S70) • Proving ring calibration charts as per equipment standards above 		
BCEE 7	CBR test machine (hand operated)	<ul style="list-style-type: none"> • Use: CBR test in Lab to determine soil bearing capacity <p><u>Standard:</u></p> <ul style="list-style-type: none"> • BS 1377, 1924, EN 13286-47, ASTM D1883, AASHTO T193 specifications <p><u>Equipment parts to above standards:</u></p> <ul style="list-style-type: none"> • 1 CBR Loading Press. • Proving Ring. 28 kN (6,000 lb) capacity. 	3	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Proving Ring. 50 kN (11,200 lb) capacity. • Penetration Dial Indicator. 25 mm range x 0.01 mm divisions. • 4 CBR Molds. • 1 Spacer Disc. • 4 Filter Screens. • 1 Box, Filter Paper. • 2 Swell Plates. • 1 Tripod Attachment. • 4 Surcharge Weights. • 4 Slotted Surcharge Weights. • 1 Compaction Hammer. • 1 Straightedge. • 1 Cutting Edge. <p><u>Specifications:</u></p> <p>a) CBR loading press:</p> <p>Jack: Mechanical, with quick release device for rapid adjustments.</p> <p>Frame: Heavy-duty steel construction with two column uprights.</p> <p>Dimensions: 368 x 260 x 1,168 mm (14.5" w. x 10.25" d. x 46" h).</p> <p>Weight: Net 65.7 kg (145 lbs)</p> <p>b) <u>Filter paper</u></p> <ul style="list-style-type: none"> • Filter Paper made to ASTM D-1883;AASHTO T-193 • Grade: Coarse. • Size: 15 cm diam. (5.9"). • Weight: Net 227 g. (8 oz). <p>c) <u>Filter screen</u></p> <ul style="list-style-type: none"> • Mesh: Cut to 135 mm (5-15/16") in diameter. 		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<p>Brass; number 100.</p> <ul style="list-style-type: none"> • Size: 135 mm diam. (5-15/16"), • Weight: Net 1 oz. (28 g). <p>d) <u>Spacer discs</u></p> <ul style="list-style-type: none"> • Construction: Steel; machined on all sides. • Finish: Plated. • Size: 47.6 x 50.8 mm (5-7/8" diam. x 2" h.) and 150.8 x 61.3mm (15/16" diam. x 2.416" h). • Weight: Net 6.3kg and 7.3 kg. <p>e) <u>Surcharge weights</u></p> <ul style="list-style-type: none"> • Construction: Machined steel made to BS ISO 19960:2005 • Finish: Plated. • Weights <ul style="list-style-type: none"> 2.27 kg Slotted. 149.2 x 52.4 mm. 2.27 kg Circular. Slot 149.2 x 52.4 mm. 4.54 kg Slotted 216 mm. 4.54 kg Circular 254 mm 9.07 kg Slotted 216 mm. <p>f) <u>CBR Mould</u></p> <ul style="list-style-type: none"> • CBR Mold made to ASTM D-1883;AASHTO T-193 and BS 1377 • Internal diameter: 152.4 mm (6") • Height: 177.8 mm (7") • Mould: 152.4 x 177.8 mm (6" d. x 7" h.). • Collar: 50.8 mm. (2" h); fits both ends of mould. • Base Plate: Perforated; fits both ends of mould. • Construction: All steel and plated. • Weight: Net 9 kg. (20 lbs). 		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<p>g) <u>Swell plate</u></p> <ul style="list-style-type: none"> • Swell Plate made to ASTM D-1883; AASHTO T-193. • Base Plate: 149.2 mm. (5-7/8" diam); perforated. • Contact Head: Adjustable; locks on stem with knurled nut. • Construction: All brass. • Weight: Net 1.1 kg. (2-1/2 lbs). <p>h) <u>Cutting edge</u></p> <ul style="list-style-type: none"> • Construction: Machined from seamless steel tubing • Inside diameter: 152.4 mm (6") • Height: 38 mm (1-1/2"). • Overall Dimensions: 152.4 x 38 mm. (6" d. x 1-1/2" h). • Construction: Machined seamless steel tubing; recessed for mounting on CBR Mould. • Finish: Plated. • Weight: Net 0.7 kg. (1-1/2 lbs). <p>i) <u>Tripod attachment</u></p> <ul style="list-style-type: none"> • Tripod Attachment made to ASTM D-1883; AASHTO T-193 • Construction: Machined, one-piece cast aluminum. • Clamp: Integral part of assembly; holds dial indicator. • Extension Point: 50.8 mm. (2" l) included. • Weight: Net 0.4 kg. (1 lb). <p>j) <u>Dial indicators</u></p> <ul style="list-style-type: none"> • Low friction for long wear and highly accurate repeat readings. • Low contact pressure for fast response in both directions. • Contact Point. Immediate response, up or down; tip movement magnified to indicator hand with minimal friction; 5 mm (3/16") radius x 6 mm (1/4"). 		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Dials. With continuous graduations and revolution counters. • Range 5mm up to 25mm • Divisions 0.0025 mm up to 0.1mm • Movement Clockwise and counter clockwise • Face dimensions 57 mm to 92mm • Weight. Net 340 g. (12 oz). • Extension points: 6 mm (1/4"), 13 mm (1/2") 25 mm (1"), 76 mm (3") <p>Dial Indicator Holder with Magnet Base.</p> <p>k) <u>Proving rings</u></p> <ul style="list-style-type: none"> • Integral type Compressive Proving Rings of different capacities • Proving ring ranges: 50 to 500kg. 500 to 3000kg. 3000 to 5000kg. 5000 to 10000 kg. 10000 to 20000 kg. <p>l) <u>Standard compaction rammer</u></p> <ul style="list-style-type: none"> • Has 2.5kg (5.5lb) mass enclosed in a guide sleeve with vent holes to insure unrestricted free-fall. • Drop 305mm (12in). • Weight Net 4.1 kg. (9 lbs). • Guide Sleeve. Machined steel tubing with integrally spun end cap; air pressure release holes. <p>m) <u>Heavy compaction rammer</u></p> <ul style="list-style-type: none"> • Rammer 4.89 kg x 450 mm controlled fall for heavy compaction test according to IS 2720 (Part - VIII). • Modified Compaction Hammer has 10lb (4.5kg) mass enclosed in a guide sleeve with vent 		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		holes to insure unrestricted free-fall. <ul style="list-style-type: none"> • Drop 457mm (18in). • Weight Net 6.3 kg (14 lbs.) 		
BCEE 8	Hand operated casagrande equipment	<ul style="list-style-type: none"> • Use: Measuring the Liquid limit <p><u>Standard:</u> ASTM D4318 –1/AASHTO T 89.</p> <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Hand operated with counter • A brass cup suspended from a carriage designed to control its drop exactly 1cm onto a hard rubber base. • Adjustable height of drop by a nut at the rear of the cup • Casagrande grooving tool. • Rubber feet isolate base from work surface. • Overall dimension 165x178x127mm, LxWxH. 	5	
BCEE 9	Motorised casagrande equipment	<ul style="list-style-type: none"> • Use: Measuring liquid limit <p><u>Standard:</u> ASTM D4318 –1/AASHTO T 89</p> <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Gear Motor: Attached to metal base; enclosed in housing with on-off switch. • Counter: Mechanical; records number of cup drops. • Cup. Spun brass; pin and slot mounting. • Base. Molded hard rubber. • Cam. Molded, self-lubricating plastic. • Housing. Aluminum; holds cup and drop adjustment parts. • Overall Dimensions. 216 x 381 x 191 mm. (8-1/2" w. x 15" d. x 7-1/2" h). 	3	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> Weight: Net 6.6 kg (14-1/2 lbs.). Power requirements 220v AC, 50 Hz Grooving Tools <p>Replacement Parts</p> <ul style="list-style-type: none"> ASTM D4318-1 Plastic Grooving Tools. Pkg. of 10. Brass Cup. With mounting holes. <p>ASTM D4318 – 1 Slider and Pin Cup Holder</p>		
BCEE 10	Shrinkage limit set	<ul style="list-style-type: none"> Use: Performing shrinkage limit tests <p>Standard:</p> <ul style="list-style-type: none"> BS 1377:2, EN 1997-2 <p>The set comprises:</p> <ul style="list-style-type: none"> 1 Shrinkage Dish. 1 Crystallizing Dish. 1 Shrinkage Prong Plate. 1 25 ml Graduated Cylinder. 1 Evaporating Dish. dish 	5	
BCEE 11	Pneumatic shear machine	<ul style="list-style-type: none"> Use: Measuring direct/residual shear strength of soils <p>Standard:</p> <ul style="list-style-type: none"> ASTM D-3080; AASHTO T-236; BS 1377 <p>Specifications:</p> <ul style="list-style-type: none"> A rolling diaphragm piston that accurately applies light vertical loads of 0.018-0.44kN and the large diameter piston loading up to 6.67kN. Loading precision $\pm 0.25\%$ Strain rates to $\pm 1\%$ from 0.0025-7.62mm/min (0.0001-0.3in/min), Digital thumbwheels. 	2	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Total shear capacity is 6.67kN. • 63.5mm diameter stainless steel shear ring, • Water chamber constructed of Teflon coated anodized, aluminium for corrosion resistance. <u>Accessories (same standards as above).</u> <ul style="list-style-type: none"> • Variable sizes of shear rings, shear boxes, • Cutting rings • Extrusion tools • Porous stones • Drainage plates <u>Shear box assemblies</u> <u>Standard:</u> ASTM D-3080;AASHTO T-236 and <u>Specifications:</u> <ul style="list-style-type: none"> • Designed to fit into the carriage of the Direct/Residual Shear Machines. • Supplied complete with two porous stones, one retaining stone and a loading pad. • All assemblies can be used for quick shear tests or drained/residual shear test applications. <u>Shear box sizes</u> <p style="text-align: center;">60 x 60 mm Square Shear Box Assembly.</p> <p style="text-align: center;">100 x 100 mm Square Shear Box Assembly.</p> <p style="text-align: center;">2.5" Diameter Shear Box Assembly.</p> <p style="text-align: center;">2.42" Diameter Shear Box Assembly.</p> <ul style="list-style-type: none"> • 60 x 60 mm Square Specimen Cutter. • 60 x 60 mm Square Specimen Extrusion Tool. • 100 x 100 mm Square Specimen Cutter. • 100 x 100 mm Square Specimen Extrusion Tool. • 2.5" Diameter Specimen Cutter. 		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • 2.5" Diameter Specimen Extrusion Tool. <u>Replacement Parts</u> <ul style="list-style-type: none"> • 60 x 60 mm Square Porous Stone. • 100 x 100 mm Square Porous Stone. • 2.5" Diameter Porous Stone. • 2.42" Diameter Porous Stone. 		
BCEE 12	sieve shaker	<ul style="list-style-type: none"> • Use: For shaking soil samples when sieving. <u>Standard:</u> <ul style="list-style-type: none"> • EN 932-5 <u>Specifications:</u> <ul style="list-style-type: none"> • To accommodate testing sieves from 350mm (13.8") to 457mm (18") in diameter and a 5 sieve stack plus pan and lid. • Powerful sealed motors offset at strategic angles to transmit correct vibration and frequency to the sample. • Quiet operation and vibration-damping Detachable low voltage control unit. • Key operated safety lock to disable machine during loading and unloading of sieves. • Quick-release clamps to insure consistent clamping pressures. <p>Dimensions: 580x580x385mm (23x23x15"), WxDxH, excluding upright rods. accommodate sieves 350mm-457mm, powerful motor, quick release clamps, dimension: 580x580x385</p>	2	
BCEE 13	soil volume change meter	<ul style="list-style-type: none"> • Use: Measures both shrinkage and swelling of soils. <u>Standard:</u> <p>BS 812, ASTM D4944, AASHTO T217</p> <u>Specifications:</u> <ul style="list-style-type: none"> • Mould Assembly: Includes porous stones and loading cap. • Proving Ring: 4.5 kN (1,000 lb.) capacity; dial indicator. 	2	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Other Components Loading pistons; compaction hammer. • Specimen Ring: 70 mm (2-3/4") diam. • Sample Size. 10 teaspoons. • Water Required. 140g (5 oz.) • Charts. Convert readings to lbs./sq. ft. and then to PVC (Potential Volume Change) rating. • Dimensions: 184 x 394 mm. (7-1/4" diam. base x 15-1/2" h). • Weight Net 11.3 kg (25 lbs.). 		
BCEE 14	Plate bearing test machine	<p>Use: for estimating the bearing capacity of shallow foundations in situ and for the design of flexible pavement; also used for load tests of soil and flexible pavement components</p> <p><u>Standard:</u></p> <ul style="list-style-type: none"> • ASTM D 1194, D1195, D1196, BS 1377:9 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Hydraulic jack with fixed pumping unit capacity: 0-500 kN. x 0.5 kN. • Pressure gauge and flexible metal pipe 5m long - 1No. • 1 Special ball and socket arrangement between the jack and the bearing plate • 16 Extension rod 12mm. dia x 25cm long • 4 Magnetic base with female thread on top for holding extension rod. • 4 Top end plate, 50mm, dia with male thread for fitting onto the extension rods and positioning the dial gauge plunger. • 2 Column 15cm dia x 25cm long with flanges complete with four bolts and nuts • 1 Column 15cm x 50cm long with flanges complete with four bolts and nuts. • 1 Bridge support of welded steel angle construction, 5m, span and stands approximately 30cm, high, fitted with two quick release clamps, dial bracket • Plane M.S (Mild Steel) Plate 60 cms x 60cms sq. x 25mm thick • Plane M.S.Plate 45cms x 45cm.sq. x 25mm thick • Plane M.S.Plate 30cms x 30cm.sq. x 25mm thick 	2	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • 4 Dial Gauge 0.01mm x 25mm <u>Accessories (same standards as above)</u> <ul style="list-style-type: none"> • Plane Mild Steel. (M.S) Plate 75cm x 25mm thick • Plane M.S.Plate 50cm x 25mm thick • Grooved M.S. Plate 60cm. x 60 cm. x 25mm thick • Grooved M.S. Plate 45cm x 45cm x 25mm thick • Grooved M.S. Plate 30 cm x 30cm x 25mm thick • Grooved M.S. Plate 75cm x 75cm x 25mm thick. • Flexible rubber pipe 1m. Length for the hydraulic jack in the place of metal pipe. 		
BCEE 15	Core cutter	<p>Use: to extract sample of the soil with the help of a dolley and rammer.</p> <p><u>Standards</u></p> <ul style="list-style-type: none"> • ASTM D 1556; AASHTO T19; BS 1377 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Cylindrical core cutter made of steel, 127.3 mm long and 100mm internal diameter. • Steel Dolley, 25 mm high with a lip to enable it to be located on top of the core cutter. • Rammer with detachable steel rod. <p><u>Spare and Accessories:</u></p> <ul style="list-style-type: none"> • Cylindrical core cutter 100 mm I.D. x 175 mm long. • Cylindrical core cutter 100 mm I.D. x 175 mm long. • Cylindrical core cutter 100 mm I.D. x 175 mm long. • Test form pad of 50. 	5	
BCEE 16	Plastic limit roller	<ul style="list-style-type: none"> • Use: Mechanical rolling to determine plastic limit <p><u>Standards</u></p> <ul style="list-style-type: none"> • AASHTO T89-90 	5	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Includes integral top plate handle, • 50-sheet pad of adhesive paper, and instructions. • The 4.8mm and 9.5mm (3/16in -3/8in) rigid acrylic device measures 203x114x32mm, LxWxH. • Consists of top and bottom roller plates separated by 3.2mm (1/8in) side rails. • Special adhesive-backed absorbent paper that adds no fibre to soil samples. 		
BCEE 17	Geotechnical Gauge	<ul style="list-style-type: none"> • Use: Soil properties chart <p><u>Standards</u></p> <ul style="list-style-type: none"> • To classify soils to BS 1377:2, ENV 1997-2, ASTM D4318, AASHTO T89 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Geotechnical Gauge; water-resistant 127x203mm (5x8in) plastic card on a lanyard with a wealth of information for classification of soils. Six color chips, four patches of sized grains, and four tables for classifying: • Soils by particle size using the Unified Soils Classification System. • Coarse and fine grained soils into fifteen descriptive categories from gravels and sands to silts and clays. • Sand by type from very loose to very dense. • Clays from very soft to hard. • Edges of the card with separate 0-6in and 0-110mm scales. 	5	
BCEE 18	Grain Size Chart	<p>Use: Soil grain chart</p> <p><u>Standards</u></p> <ul style="list-style-type: none"> • To classify soils to BS 1377:2, ENV 1997-2, ASTM D4318, AASHTO T89 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Grain Size Chart is widely used by field geologists for describing samples. 	10	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • pocket-sized with recessed die-cut sample cavities filled with precision sieved sedimentary particles permanently mounted to the chart, • classed according to the Wentworth grading system 		
BCEE 19	Sand Gauge chart	<ul style="list-style-type: none"> • Use: A unique chart for uniform classification of sands <p><u>Standards</u></p> <ul style="list-style-type: none"> • To classify soils to BS 1377:2, ENV 1997-2, ASTM D4318, AASHTO T89 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Nine granule patches firmly attached to the handy water-resistant plastic card defining roundness and size of particles from 2mm very coarse sand to 1/16mm silt. • A checklist defining bed thickness. • Flip side of chart with tables of geologic age and carbonate classification information. • Sample Panels. Very coarse; coarse; medium; fine; very fine; silt. • Particle Shape Panels. Angular; sub-angular; sub-rounded and rounded. • Chart Size. 83 x 102 mm (3-1/4" w. x 4" h.). Weight. Net 28 g (1 oz.). 	10	
BCEE 20	Direct/Residual Shear Machine	<ul style="list-style-type: none"> • Use: Measurement of direct and residual shear testing of undisturbed and remolded soil samples <p><u>Standard:</u></p> <p>ASTM D-3080; AASHTO T-236.specifications.</p> <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • A solid 32mm base for the Shear Box assembly mounted on a sturdy steel cabinet, with heavy duty casters for easy mobility, compact, self-contained unit • Microprocessor controlled drive system. • On-board LCD screen display. • Rapid approach and return to start datum. • Fully variable speed control from 0.00001 mm (0.000001") to 9.99999 mm (0.399999") per 	2	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<p>minute.</p> <ul style="list-style-type: none"> • Specimens up to 100 mm (4") square using appropriate shear boxes. • Control confining pressures 10:1 beam loading device. • Load cell with digital readout to shear force • Dial indicators to indicate vertical and shear displacement. • Displacement Transducers with digital readouts with output to PC, <ul style="list-style-type: none"> 15.2mm range with 0.0025mm resolution. 25.4mm range and 0.0025mm resolution. • Stepper motor drive to control the strain rate within 1%, • Strain rate from 0.0025-7.62mm/min. • Maximum shear displacement of 20.3mm. • Vertical load capacity of 640kg and maximum horizontal shear force of 6,672N. <p><u>Accessories (same standards as above)</u></p> <ul style="list-style-type: none"> • 63.5mm diameter stainless steel shear ring, • Porous stones • Drainage plates • Loading block • Water chamber constructed of Teflon coated anodized aluminium for corrosion resistance. • One Consolidation dia gauge 0.01 mm x 25 mm • One strain dial gauge 0.01 mm x 25 mm. • Soil Sampler for 60 mm x 60 mm specimen and test form pad of 50. <p><u>Spares:</u></p> <ul style="list-style-type: none"> • Porous stone for 60 mm x 60 mm size. • Vertical Dial Indicator. Metric and English. • Horizontal Dial Indicator. Metric and English. • Compression Proving Ring. 2 kN (450 lb.). 		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Compression/Tension Proving Ring. 2 kN (450 lb.). • Compression Proving Ring. 3 kN (650 lb.). • Compression/Tension Proving Ring. 3 kN (650 lb.). • Compression Proving Ring. 4.5 kN (1,000 lb.). • Compression/Tension Proving Ring. 4.5 kN (1,000 lb.). • Weight Set. Set of four 1 kg, five 4 kg and four 16 kg weights. • Weight Set. Set of four 1 kg, three 4 kg and one 16 kg weights. <p><u>Shear box assembly</u></p> <p><u>Standard:</u></p> <p>ASTM D-3080;AASHTO T-236</p> <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Designed to fit into the carriage of the Direct/Residual Shear Machines. • Supplied complete with two porous stones, one retaining stone and a loading pad. • All assemblies can be used for quick shear tests or drained/residual shear test applications. <p>Shear box sizes</p> <p>60 x 60 mm Square Shear Box Assembly.</p> <p>100 x 100 mm Square Shear Box Assembly.</p> <p>2.5" Diameter Shear Box Assembly.</p> <p>2.42" Diameter Shear Box Assembly.</p> <ul style="list-style-type: none"> • 60 x 60 mm Square Specimen Cutter. • 60 x 60 mm Square Specimen Extrusion Tool. • 100 x 100 mm Square Specimen Cutter. • 100 x 100 mm Square Specimen Extrusion Tool. • 2.5" Diameter Specimen Cutter. • 2.5" Diameter Specimen Extrusion Tool. <p><u>Replacement Parts</u></p>		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • 60 x 60 mm Square Porous Stone. • 100 x 100 mm Square Porous Stone. • 2.5" Diameter Porous Stone. • 2.42" Diameter Porous Stone.. 		
BCEE 21	Expansion index test apparatus	<p>Use: determining the expansion index of soils.</p> <p><u>Standard:</u></p> <ul style="list-style-type: none"> • ASTM D-2435, D-4546; AASHTO T-216. <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Construction The unit consists of a cast aluminium base and collar, stainless steel specimen ring • Base and Collar. Cast aluminium construction; brass hold-down rods. • Specimen Ring. Stainless steel; 101.6 x 25.4 mm (4" internal diam. x 1" h.). • Porous Stones. 101.4 x 12.7 mm (4" diam. x 1/2" thick). • Loading Weight. Brass; 5.7 kg (12.6 lbs.). • Dial Indicator: 0.3" range x 0.0001" graduations. 8 mm range x 0.002 mm graduations. • Test Duration. 24 hours or less on cured sample. • Dimensions. 152 x 279 mm (6" diam. x 11" h.). • Weight. Net 8.2 kg (18 lbs.) 	3	
BCEE 22	Soil volume change meter	<ul style="list-style-type: none"> • Use: Measures both shrinkage and swelling of soils. <p><u>Standard:</u></p> <p>BS 812, ASTM D4944, AASHTO T217</p> <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Mould Assembly: Includes porous stones and loading cap. • Proving Ring: 4.5 kN (1,000 lb.) capacity; dial indicator. 	5	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Other Components Loading pistons; compaction hammer. • Specimen Ring: 70 mm (2-3/4") diam. • Sample Size. 10 teaspoons. • Water Required. 140g (5 oz.) • Charts. Convert readings to lbs./sq. ft. and then to PVC (Potential Volume Change) rating. • Dimensions: 184 x 394 mm. (7-1/4" diam. base x 15-1/2" h). • Weight Net 11.3 kg (25 lbs.). 		
BC EE 23	Volu vessel Device	<ul style="list-style-type: none"> • Use: Used to determine the in-place density of compacted or firmly-bonded soils <p><u>Standard:</u> ASTM D2167; AASHTO T205 specifications</p> <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Graduated Cylinder. Heavy-duty plastic; dual graduated. • Balloons. Resilient latex. • Guard. Aluminium with integral carrying handle. • Guard Base. Aluminium; with fittings, outlets, valves and vent tube for balloon and actuator bulb. • Actuator Bulb. Double acting type for pressure or vacuum; fitted with adapter, quick coupler and valve assembly. • Density Plate. Aluminium with flanged sides; 229x229 x 19 mm). • Operating Liquid. Water. • Weight. Net 5.4 kg (12 lbs.). <p><u>Accessories (same standards as above)</u></p> <ul style="list-style-type: none"> • Balloons in packs of ten. Aqua-Check for moisture determinations • In-Place Density Accessory Kit. 	5	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
BCEE 24	Sand replacement equipment	<p>used to determine the dry density of in-situ compact, fine, medium grained soils and for layers not exceeding 50 cm thickness</p> <p><u>Standard:</u></p> <ul style="list-style-type: none"> • BS 1377:9, 1924:2 <p><u>Equipment parts specifications:</u></p> <ul style="list-style-type: none"> • Pouring cylinder made of cast aluminum and precisely machined. • Calibration container and a tray are made of plated sheet steel. 	3	
BCEE 25	Riffle Boxes	<p>Use: for dividing soil aggregates into representative sample increment for testing</p> <p><u>Standard:</u></p> <ul style="list-style-type: none"> • BS 1377, 1924, 812, EN 932-1, 933-3, ASTM C72 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Heavy Duty Electrostatic painted and manufactured from heavy gauge sheet metal the slot widths and number of slots as required in the standards. • Riffle boxes supplied complete with 3 containers easy to handle. 	5	
BCEE 26	Permeability test system	<ul style="list-style-type: none"> • Use: Permeability Test System for efficient and accurate permeability testing of a wide range of construction materials <p><u>Standard:</u></p> <ul style="list-style-type: none"> • ASTM D-5084. <p><u>Equipment parts:</u></p> <ul style="list-style-type: none"> • The complete one-cell system consists of the Tri-Flex 2 Master Control Panel with water de-airing system, one Tri-Flex 2 Permeability Test Cell complete with platens for testing either 2.8" or 70 mm diameter specimens, and a complete range of sample preparation tools. <p><u>Specifications</u></p> <ul style="list-style-type: none"> • 1 Master Control Panel. • 1 Water De-airing Tank System. 	1	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • 1 Permeability Test Cell. • 1 70 mm or 2.8" Acrylic Cap and Base Set • 1 70 mm or 2.8" Porous Stones, pack of 2 • 270 mm Membrane Sealing Rings, pack of 10 • 70 mm Membranes, pack of 10. • 70 mm O-ring Placing Tool. • Membrane Tester. • 70 mm Suction Membrane Devices. <p><u>Part Specifications</u></p> <p>a) <u>Manometer panel</u></p> <ul style="list-style-type: none"> • Manometer Panel made to ASTM D-2434. • The Manometer Panel Features two acrylic tubes and valving mounted on an aluminium rail with a 100 cm long dual-graduated scale. Each tube has its own valve, making it possible to run two independent permeability tests. <p><u>Specifications</u></p> <ul style="list-style-type: none"> • Scale. 100 cm long with cm and mm graduations. • Rail. Aluminium construction with holes for wall mounting. • Flow Tubes. Acrylic; each with its own flow control valve. <p>Weight. Net 3.2 kg. (7 lbs).</p> <p>b) <u>Master control panel</u></p> <ul style="list-style-type: none"> • Measurement Range. 10-4 to 10-10 cm/sec. • Master Regulator. 14-1,034 kPa (2 to 150 psi), dual scale. • Master Pressure Gauge. 14-1,103 kPa (2 to 160 psi), dual scale. • Master Vacuum Gauge. 0-100 kPa (0 to -30 inches of Hg), dual scale. • Digital Pressure Meter. English: 2 to 150 psi range; ± 0.1 psi; $\pm 0.25\%$ accuracy full scale. Metric: 14 to 1,034 kPa range; ± 1 kPa; $\pm 0.25\%$ 		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<p>accuracy full scale.</p> <ul style="list-style-type: none"> • Burette Pressure Regulators. Three; 14-1,034 kPa (2 to 150 psi). • Burette/Annulus. Three; 25/400 ml capacity with 0.1 ml burette graduations. • Utilities Required. Water, vacuum, air pressure, drain and AC power supply. <p>Dimensions. 533.4x933.5mm (21" w. x 36-3/4")</p> <p>c) <u>Water De-airing tank</u></p> <ul style="list-style-type: none"> • Construction. Clear acrylic construction with stainless steel threaded clamping rods. • Seals. O-ring, top & bottom. • Relief Valve. Preset at 69 kPa (10 psi). • Capacity. 5.3 liters. (1.4 gals). • Dimensions. 152.4 x 406.4 mm (6" diam. x 16"). <p>Weight. Net 3.4 kg (7.5 lbs.).</p> <p>d) <u>Permeability test cell</u></p> <p><i>Constant head tank (cell)</i></p> <ul style="list-style-type: none"> • Tank. 1000 cc. capacity, Clear acrylic with regulating valve. • Other Components. Wall mount, tubing and saddle valve. <p>Weight. Net 8 lbs. (3.6 kg).</p> <p><i>Compaction Permeameter</i></p> <ul style="list-style-type: none"> • Mould. Machined seamless steel tubing; plated. • Capacity. 101.6 Internal Diam (ID) x 116.4 mm. 152.4ID x 177.8 mm. • Collar. 50.8H mm; machined seamless steel tubing; fits either end. of mould; plated. • Top. Cast aluminium; with overflow valve assembly and water connection. • Base. Cast aluminium; with inlet/outlet fitting. 		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Porous Stone. 101.6 diam x 12.7 mm thick. diam. x thick (150.8 x 12.7 mm). 50-70 permeability rating; 225 micron, average pore size. • Weights. Net 5.4 kg. Net 10.9 kg. <p>Accessories: A porous stone filter, manometers required to measure top and bottom head pressures during permeability testing.</p>		
BCEE 27	Tri-Axial test set Triaxial cell Master Control Panel	<ul style="list-style-type: none"> • Use: For the Tri-axial test; Unconsolidated Undrained (UU), Consolidated Undrained (CU), Consolidated Drained (CD), Unconfined Compression (UC) <p>Standard:</p> <ul style="list-style-type: none"> • BS 1377-7,8 1924-2, ASTM D2850 D4767, AASHTO T296 T297 <p>Equipment parts:</p> <ul style="list-style-type: none"> • Master Control Panel. • Water De-airing Tank System. • 1 Digital Tritest Load Frame. • 1 Proving Ring, 4.5 kN (1,000 lb.). • 1 Strain Dial Indicator. • 1 Digital Pressure Gauge. • 1 Triaxial Cell. • 3 No-Volume Change Valves. • 1 70 mm (2.8") Base Pedestal. • 1 70 mm (2.8") Specimen Cap. • 2 70 mm (2.8") Drainage Lines. • 1 70 mm (2.8") Porous Stones. Pack of 2. • 1 70 mm (2.8") Sealing Rings. Pack of 10. • 1 70 mm (2.8") Filter Paper Drains. Pack of 50. 	1	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
	Digital Pressure Gauge	<ul style="list-style-type: none"> • 1 70 mm (2.8") Filter Paper Discs. Pack of 100 • 2 70 mm (2.8") Rubber Membranes. Pack of 10. • 1 70 mm (2.8") O-ring Placing Tool. • 1 70 mm (2.8") Membrane Tester. • 1 70 mm (2.8") Two-Part Split Mould. • 1 70 mm (2.8") Suction Membrane Device. • 1 70 mm (2.8") Two-Way Split Former <p><u>Part Specifications</u></p> <p>a) <u>Master control panel</u></p> <ul style="list-style-type: none"> • Measurement Range. 10-4 to 10-10 cm/sec. • Master Regulator. 14-1,034 kPa (2 to 150 psi), dual scale. • Master Pressure Gauge. 14-1,103 kPa (2 to 160 psi), dual scale. • Master Vacuum Gauge. 0-100 kPa (0 to -30 inches of Hg), dual scale. • Digital Pressure Meter. English: 2 to 150 psi range; ± 0.1 psi; $\pm 0.25\%$ accuracy full scale. Metric: 14 to 1,034 kPa range; ± 1 kPa; $\pm 0.25\%$ accuracy full scale. • Burette Pressure Regulators. Three; 14-1,034 kPa (2 to 150 psi). • Burette/Annulus. Three; 25/400 ml capacity with 0.1 ml burette graduations. • Utilities Required. Water, vacuum, air pressure, drain and AC power supply. • Dimensions. 533.4x933.5mm (21" w. x 36-3/4") <p>b) <u>Water De-airing tank</u></p> <ul style="list-style-type: none"> • Construction. Clear acrylic construction with stainless steel threaded clamping rods. • Seals. O-ring, top & bottom. • Relief Valve. Preset at 69 kPa (10 psi). • Capacity. 5.3 liters. (1.4 gals). 		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
	Digital Load and Displacement Readout	<ul style="list-style-type: none"> • Dimensions. 152.4 x 406.4 mm (6" diam. x 16"). • Weight. Net 3.4 kg (7.5 lbs.). • c) <u>Digital tritest load frame</u> • Digital Tritest Load Frame conforming to BS 1377-7,8 1924-2, ASTM D2850 D4767 AASHTO T296 T297 specifications • Microprocessor controlled. • Large LCD screen display with touch-sensitive keypad. • Rapid approach and return of platen to set datum point control. • Capacity. 50 kN (11,200 lbf.). • Speed Range. English mode: 0.000001 to 0.399999 in/min. Metric mode: 0.00001 to 9.99999 mm/min. • Rapid Approach Speed. 50 mm/min. (2.0 in/min) • Platen Travel. 100 mm (3.9"); limit switch protection. • Vertical Clearance. 910 mm (35.8") maximum; 305 mm (12") minimum. • Horizontal Clearance. 364 mm (14.3"). • Serial Interface. RS232C; programmable baud rate and protocol. • Overall Dimensions. 500 x 500 x 1,470 mm (19.7" w. x 19.7" d. x 57.8" h.). • Weight. Net 100 kg. (220 lbs). • <u>Accessories</u> • Axial Strain Dial Indicator. 1.0" range x 0.001" divisions or Axial Strain Dial Indicator. 25 mm range x 0.01 mm divisions. • Proving Ring. 1 kN (225 lb.) capacity. • Proving Ring. 2 kN (450 lb.) capacity. • Proving Ring. 3 kN (650 lb.) capacity. • Proving Ring. 4.5 kN (1,000 lb.) capacity. • Proving Ring. 7 kN. (1,500 lb) capacity. 		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Proving Ring. 10 kN. (2,250 lb) capacity. • Proving Ring. 28 kN (6,000 lb) capacity. • Proving Ring. 50 kN (11,200 lb.) capacity. • 2-Channel Digital Readout and Transducer Set, metric. • Power requirements 220vAC, 50/60 Hz. <p>d) <u>Triaxial cell</u></p> <ul style="list-style-type: none"> • Universal triaxial cell: 38mm, 50mm, 75mm and 100mm diameter specimens. • Brass Pedestals for 38mm, 50mm, 75mm and 100mm dia specimen. • Perspex Loading pads for 38mm, 50mm, 75mm & 100 mm dia specimen. • Pairs of plain discs 38mm, 50mm, 75mm & 100mm dia. • Pairs of porous stones one each for 38mm, 50mm, 75mm & 100mm dia samples. • Spirit sand formers for 38mm, 50mm, 75mm & 100mm dia specimen. • Sheath stretcher for 38mm, 50mm, 75mm & 100mm dia specimen. • One dozen rubber sheaths for 38mm, 50mm, 75mm & 100mm dia specimen. • Four rubber 'O' rings for 38mm, 50mm, 75mm & 100mm dia specimen. • Set of four slotted ring spacers for sand formers and four pairs of polythene drainage tubes. <p><u>Summary of essential specifications</u></p> <ul style="list-style-type: none"> • Specimen Size. Range from 35 mm (1.4") to 102 mm (4") diam. • Head Assembly. Anodized aluminum with quick-disconnect fill/vent port and three clamping rods. • Base Assembly. Stainless steel with four stainless steel no-volume change ball valves for inflow and outflow ports and one brass no-volume change ball valve for lateral port. • Cylinder. Clear acrylic. • Max. Pressure. 1,034 kPa (150 psi). 1,700 kPa (250psi) <p><u>Optional Accessories</u></p>		

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<p>a) <u>Digital pressure gauge</u></p> <ul style="list-style-type: none"> • Digital Pressure Gauge in accordance with ASTM D-4767, D-5084; AASHTO T-296, T-297. • Capacity. 1,700 kPa (250 psi). • Display. LCD. • Display Units. PSI, kPa, MPa. • Accuracy. >1% of indicated pressure. • Read Rate. Two samples per second. • Power Supply. 3 volt battery, CR 2340 type. • Battery Life. 1400 hours continuous operation. • Dimensions. 59 x 32 x 95 mm. (2.30" w. x 1.25" d. x 3.75" h.) <p>Weight. Net 125g (1/4 lb.)</p> <p>b) <u>Digital load and Displacement readout</u></p> <ul style="list-style-type: none"> • Displays. Two, 4-digit red 14 segment LED displays. • Display Units. Metric models in kN and mm. • Read Rate. Three samples per second; automatic polarity. • Warm-Up Time. 30 minutes for rated accuracy. • Operating Temp. 0°C - 50°C. • Load Cell. 8.9 kN capacity; S-type. • Strain Transducer. 50 mm range. • Dimensions. W. x D. x H. (236 x 236 x 81.3 mm). • Weight. 3.6 kg 		
MASONRY WORKSHOP				
BCEE 28	Masonry saw	<p>Use: cutting small to medium sized building materials for example bricks, blocks, Rocks, tiles and slabs</p> <p><u>Standards:</u></p>	3	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> Made to EN 1367-3 standards <p><u>Specifications</u></p> <ul style="list-style-type: none"> Dimensions: 1195x705x1350 mm Cutting depth with 300mm diameter blade: 110mm Electrical supply: 220-240V AC , 50 Hz, 1 ph, Rated power: 2200W Weight: 120 kg <p><u>Accessories</u></p> <ul style="list-style-type: none"> 350 mm diameter diamond blade 450 mm diameter diamond blade 600 mm diameter diamond blade 		
BCEE 29	Vibrating table	<p>Use: Providing controlled vibro-compaction</p> <p><u>Standards:</u></p> <ul style="list-style-type: none"> Made to EN 12390–2 standards <p><u>Description:</u></p> <ul style="list-style-type: none"> Vibrating motor, Control unit and clamping assembly. Size: 1260 x 620 mm. Capacity: 8 cube, cylinder moulds or beam moulds by using clamping assembly 	3	
BCEE 30	Rammers	<p>Use: for pressing exposed aggregate into concrete</p> <ul style="list-style-type: none"> It is usually in the shape of a long or short handle attached to a flat blade surface. Wooden Shaft. Head Weight. 4.5kg 	5	
BCEE 31	Block Maker	<p>Use: making standard bricks, hollow blocks and multi-hole bricks</p> <p><u>Standard</u></p> <ul style="list-style-type: none"> ISO 9000 & CE <p><u>Specification</u></p>	3	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Power: 5HP • Hydraulic Pump: 3 HP, 1440rpm • Vibrator: 1.5HP/2880rpm • Host Size: 2950x2000x2500(mm) • Forming area: 800x500(mm) • Forming a high degree: 30-200 • Molding cycle: 12-20(s) • Pallet size: 850x680x25(mm)(plastic bamboo) • Host weight: 8.2t 		
BCEE 32	Block making machine (Manually operated)	Use: making solid and hollow blocks <u>Specification</u> <ul style="list-style-type: none"> • Overall size: 1550x700x1200mm • Model: “AA” solid 7 hollow blocks • Body: firm/rigid frame, easy to remove dies with handle 	5	
BCEE 33	Site dumper	<u>Standard</u> <ul style="list-style-type: none"> • BS EN 474-6 2006 <u>Specification</u> <ul style="list-style-type: none"> • Capacity: 2000kg • Drive; 4/2 air • Cooled diesel/petrol engine 	5	
BCEE 34	Scaffold platform &	<u>Standard</u> <ul style="list-style-type: none"> • BS 1139-2.1:1991 <u>Specification</u> <ul style="list-style-type: none"> • Material: galvanized tubular steel • Diameter: 48.3mm • Length of tubes: 6.3m • Seasoned wood boards: 50mmx225mmx3.9m (txwxl) 	2	
BCEE 35	Hoisting Equipment	Use: for lifting or lowering a load	2	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<p><u>Standard</u></p> <ul style="list-style-type: none"> • BS EN 14492-1:2006 <p><u>Specification</u></p> <ul style="list-style-type: none"> • Conical rotor, Squirrel Cage, 1 hr. Rated, Class 'F', Insulated crane duty motor • Electromechanical, Conical disc type, 100% failsafe maintenance free Brake • Wear-resistant, Heat-treated, Grade 80, Special alloy steel calibrated load chain • Control voltage of 110 Volts 		
BCEE 36	Concrete Poker vibrator	<ul style="list-style-type: none"> • Use: Compaction of concrete specimens; Alternative of tamping bar <p><u>Standards:</u></p> <ul style="list-style-type: none"> • EN 12390-2: ASTM C31, C192: AASHTO T126 <p><u>Specification</u></p> <ul style="list-style-type: none"> • Drive: single cylinder 2-stroke 7 air cooled engine • Power: 2.4 kW/8500rpm • Displacement: 64.1cc • Vibrate head: 25/35/50/70mm 	5	
BCEE 37	Gauge rods	<ul style="list-style-type: none"> • Use: To ensure that the courses are equal; Used in conjunction with the datum peg to assist the bricklayer in gauging all further courses of brickwork when setting up the corner of a building • Constructed from a piece of timber • Dimensions: 1 metre long and 50 x 25mm in size, • The vertical spacing of the bricks marked along one edge 	5	
MATERIALS WORKSHOP				

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
BCEE 38	Chapman Flask % voids in aggregates	<ul style="list-style-type: none"> • Use: Apparent specific gravity of fine aggregates, Percentage of voids in fine aggregates and Surface moisture in fine aggregates <p><u>Standards:</u></p> <ul style="list-style-type: none"> • ASTM C70-06, AASHTO T142 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Graduations. 200 ml between bulbs; 375 to 450 ml in 1 ml divisions above second bulb. • Capacity. 450 ml. • Net weight : 500g <p>Capacity 450ml n+ w+ 500g</p>	6	
BCEE 39	Coarse Aggregate Density Test Set	<ul style="list-style-type: none"> • Use: Density, Specific gravity and Balance supplied may also be used as a standard weighing device <p><u>Standards:</u></p> <ul style="list-style-type: none"> • EN 1097-6, 12697-6; ASTM C127; AASHTO T85 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Buoyancy Balance, of capacity 8000 g for aggregates between 63mm and 5mm • 8" Brass Sieve no.4 Mesh • 1 Pan, Galvanized • Power 220vAC, 50/60H • Density Basket: with dimensions 203 mm diameter x 203 mm deep, constructed of reinforced no. 8 wire mesh). • Suspension hook • Water tank with dimensions: 400x400x330 mm approx. (lwxh). 	2	
		agg bwn 63mm and 5mm 8" bran seive 1 pan galvanized power 220v 50/60 H Density basket Suspension hook Water tank	10	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
BCEE 40	Length Gauge	<ul style="list-style-type: none"> • Use: Used to classify aggregates as elongated when their length is more than 1.8 of their nominal size, the test is not applicable to material retained on a 63.0 mm BS test sieve. <p>Test app to materials retained in 63mm BS seive</p> <p><u>Standard:</u></p> <ul style="list-style-type: none"> • EN 933-1 <p><u>Construction:</u></p> <ul style="list-style-type: none"> • Dimensions specified in BS 812. • The thickness gauge is of enameled sheet metal with clearly marked sieve fraction ranges for each slot • The Length Gauge has brass pins set in a brass bar with stamped sieve fraction ranges between pins. • Weight approximately 1.1 kg <p>Thichness gauge sheet metal with seved maked fraction weigh 1.1.14</p>	2	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
BCEE 41	Drying Oven	<ul style="list-style-type: none"> • Use: Drying large quantities of aggregate samples, also in drying large quantities of soil samples, Drying large quantities soil <p><u>Standards:</u></p> <ul style="list-style-type: none"> • BS1377. <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Capacity: 225 liters • Dimensions: 540x1040x940mm external, 440x920x600mm internal • Fluctuation: $\pm 0.75^{\circ}\text{C}$ • Rated power heater elements: 2000W • Shelves: 3 • Shelf positions; 4 • Weight: 80 kg <p><u>Accessories:</u></p> <ul style="list-style-type: none"> • Dial thermometer: 0 - 300°C, 40 mm diameter with collar fixing for door <p>Fluctuation $\pm 0.75^{\circ}$ Shelves 3 Self position 4 Weight 80kg Dimensions 540*1040*940 external 440*920*600 internal</p>	1	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
BCEE42	Deval Attrition Test Machine	<ul style="list-style-type: none"> • Use: Aggregate resistance to abrasion, Rotating frame is driven by a motor/speed reducer and an automatic counter is included to preset the required number of revolutions. <p>Stored in enclosed area</p> <p><u>Standard:</u></p> <ul style="list-style-type: none"> • NF P18-577 (1979) <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Two steel cylinders complete with covers and locking device. • Rotating frame driven by a motor/speed reducer • Automatic counter which can be to preset the required number of revolutions. • Rotation speed: 33 rpm. • Power 736 W • Dimensions: 1500x500x700 mm • Weight approx.: 190 kg <p>Specimen size 4"maxi load 0 to 56 KN. Accuracy +- 1%</p>	1	
BCEE 43	Impact Testing Machine	<ul style="list-style-type: none"> • Aggregate impact value and • Resistance of aggregate to shock or impact <p>Placed on laboratory floor</p> <p>Resistance of aggre to shock impact tampering rod galvanized 3/8"Ø Diameter 8"</p>	2	
BCEE 44	Rebound Hammer	<p>Use: Hardness test (Packed in a carrying case and stores on shelves)</p> <p><u>Standards:</u></p> <ul style="list-style-type: none"> • EN 12504-2; ASTM C805; BS1881:202; NF P18-417 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Capacity: compressive strength of 10 - 70N/mm² • Impact energy: 2.207 Nm 	1	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Dimensions with plastic case: 78mm dia. X 355mm • Weight approx: 1.5 kg (with case and grinding stone) • To be supplied together with Plastic carrying case, Grinding/ carborundum stone and Instruction manual. <p><u>Accessories:</u></p> <ul style="list-style-type: none"> • Calibration anvil. <ul style="list-style-type: none"> ✓ Used for calibration of concrete test hammers. ✓ Made of alloy steel. ✓ Dimensions 150 mm dia. x 230 mm height. ✓ Weight 16 kg approx. 		
BCEE 45	Pulse Velocity Measurement	<p>Use: Concrete uniformity, Check for imperfection in concrete, Concrete deterioration from fire or chemical attack, Layer thickness and modulus of elasticity, Concrete strength</p> <p><u>Standards:</u></p> <ul style="list-style-type: none"> • BS 1881-203; EN 12504-4; ASTM C597 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Dimensions (l x w x h) 160 x 250 x 100 mm • Time measurement 0.1 to 999.9 µsec • Ranges of 0.1 to 999.9 µsec 1 to 9999 µsec • Accuracy ± 0.1 m sec • Transmitter, pulse 1.2 k V, 500 V or 250 V, 1.5 m sec • Power supply Battery: Ni-Cad rechargeable Mains: 110 – 240 V AC, 50 – 60 Hz, 1 ph • Display 128 x 128 dot LCD with back lighting • Weight 8.2 kg • Supplied together with 	1	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> ✓ Two 54 kHz transducers (transmitter and transducer) ✓ 3 m cable ✓ Coupling agent 259 cc bottle ✓ Nylon carrying case ✓ Instruction manual. <p><u>Accessories (same standards as above):</u></p> <ul style="list-style-type: none"> • . Testing heads of nominal working frequency between 24 and 150 kHz • Oscilloscopes for 110-230v, 50-60 Hz, 1 ph. • Calibration rods to BS 1881:203 		
BCEE 46	Blaine fineness apparatus	<ul style="list-style-type: none"> • Use: Fineness of cement <p><u>Standards:</u></p> <ul style="list-style-type: none"> • EN 196-6, 459-2, 13286-44; BS 4359-2; ASTM C204 <p><u>Specifications:</u></p> <ul style="list-style-type: none"> • Stainless steel cell: 12.70 ±0.10 mm inner diameter, 0.9 ±0.1 mm thick disk with 30-40 one mm diam. holes. • Stainless steel plunger. • Net Weight: 2.8 kg. (6 lbs) • Manometer: U-tube glass with ground joint, stop cock and rubber bulb assembly • Filter Paper: 12.70 mm diam. • Manometer liquid: Dibutylphthalate. 	1	
BCEE 47	Laboratory Concrete Mixer	<ul style="list-style-type: none"> • Use: To prepare concrete specimens and samples. • The mixing blades and paddle made of steel to resist wear, and to ensure a fast and effective 	5	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		mixing operation. <ul style="list-style-type: none"> • Pan capacity: 140 litres • The mixing pan should be removable and tiltable for easy access to the pan and emptying on completion of the mixing operation. • Mixing capacity: 100 litres • Overall dimensions: 783x710x1300 mm approx. • Power: 220 – 240 V AC, 50 Hz, 1 ph. • Weight approx.: 130 kg 		
BCEE 48	Le Chatelier flask	Use: specific gravity of hydraulic cement, sand, stone and slag screening <u>Standards:</u> <ul style="list-style-type: none"> • EN 196-6, ASTM C188-9; AASHTO T133 <u>Specifications:</u> <ul style="list-style-type: none"> • Flask made of glass • Capacity: 250 ml • Graduated neck from 0 to 1 ml and from 18 to 24 ml in 0.1 ml graduation • Accuracy of 0.05 ml • Net Weight: 227 g. (8 oz). <u>Accessory:</u> <ul style="list-style-type: none"> • Chattaway spatula 125 mm long • Ground glass stopper to standards stated above. 	4	
BCEE 49	Shrinkage mould	<ul style="list-style-type: none"> • Use: Linear shrinkage of cement mortar <u>Standard:</u> <ul style="list-style-type: none"> • EN 1367-4; ASTM C490 <u>Description:</u>	5	

S/No	Name of Equipment	Technical Specifications and Functions	QTY	COMPLIANCE
		<ul style="list-style-type: none"> • Three gang mould supplied complete with 6 shrinkage plugs. • Capacity: 40x40x160 mm mortar prisms 		
BCEE 50	Ball Mill	<p>Use: Lime mortar grinding</p> <ul style="list-style-type: none"> • Welded 8mm thick steel plate construction, having an internal diameter of 305mm x 343mm long • Drum with an opening of 21.6mm width along the full length of the drum. • Air and water tight cover to close the opening after the specimen has been put inside the drum. • Speed of rotation 28-30 r.p.m. • A revolution counter for recording the revolutions of the mill fixed on the machine. • Twelve 19mm dia steel balls • 1/2 H.P. electric motor to operate on single phase • 220/230 volts A.C. supply 	3	
BCEE 51	Flow table	<ul style="list-style-type: none"> • Use: Flow of hydraulic mortars and cement <p><u>Standard:</u></p> <ul style="list-style-type: none"> • BS 4551-1, 3892-1; ASTM C230; EN 1015-3 <p><u>Specifications</u></p> <ul style="list-style-type: none"> • Table: Cast-bronze; 254 mm (10") diam.; combined weight with shaft, 4.1 ±0.05 kg. (9 lbs. ±0.1 lb). • Frame: Heavy-duty construction with cam; produces 12.7 mm (1/2") table drop. • Overall Dimensions: 254 mm (10") diam. x approx. 254 mm (10") h. • Flow Mold: Machined bronze; 69.8 mm (2-3/4") top inner diameter x 101.6 mm (4") height • Base inner diameter: 50.8 mm (2"). • Net weight: 10 kg. (22 lbs). 	6	

SECTION VIII: TENDER FORMS

A. FORM OF TENDER

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

Sir/Madam,

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of Goods and services]* in conformity with the said Tender documents for the sum of *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

We agree to abide by this Tender for the Tender validity period specified in Clause 18.1 of the TDS, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20____.
(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

B. PRICE SCHEDULES FOR GOODS AND RELATED SERVICES

Name of Tenderer

Tender Number

Page

of

1	2		3	4	5	6	7	8
Item	Lot No.	Description	Country of origin	Unit	Quantity	Unit price CIP to final destination including taxes, duties, levies and other incidental services	Total Price	Model offered
EE 1	Lot 1	SMART Board with Projector		80				
EE 2	Lot 2	3-Phase Diesel Generator		20				
EE 3	Lot 3	CNC Lathe - Advanced		15				
EE 4	Lot 4	CNC Milling Machine		15				
EE 5	Lot 5	Grinder Surface Reciprocating		15				

Lot 6.

EE 6	BCEE 1	Motorized Compression/Tension Machine		1				
	BCEE 2	In-situ Water Permeability Test Kit		5				
	BCEE 3	Riffle Boxes (Sample Splitters)		5				
	BCEE 4	Los Angeles Abrasion Machine		2				
	SOIL MECHANICS							
	BCEE 5	Laboratory Bench Ovens		1				
	BCEE 6	Field CBR Equipment		3				
	BCEE 7	CBR test machine (hand operated)		3				
	BCEE 8	Hand operated casagrande equipment		5				
	BCEE 9	Motorised casagrande equipment		3				
	BCEE 10	Shrinkage limit set		5				
	BCEE 11	Pneumatic shear machine		2				
	BCEE 12	sieve shaker		2				

BCEE 13	soil volume change meter		2				
BCEE 14	Plate bearing test machine		2				
BCEE 15	Core cutter		5				
BCEE 16	Plastic limit roller		5				
BCEE 17	Geotechnical Gauge		5				
BCEE 18	Grain Size Chart		10				
BCEE 19	Sand Gauge chart		10				
BCEE 20	Direct/Residual Shear Machine		2				
BCEE 21	Expansion index test apparatus		3				
BCEE 22	Soil volume change meter		5				
BCEE 23	Volu vessel Device		5				
BCEE 24	Sand replacement equipment		3				
BCEE 25	Riffle Boxes		5				
BCEE 26	Permeability test system		1				
BCEE 27	Tri-Axial test set Triaxial cell Master Control Panel Digital Pressure Gauge Digital Load and Displacement Readout		1				
MASONRY WORKSHOP							
BCEE 28	Masonry saw		5				
BCEE 29	Vibrating table		5				
BCEE 30	Rammers		5				
BCEE 31	Block Maker		2				
BCEE 32	Block making machine (Manually operated)		2				
BCEE 33	Site dumper		1				

BCEE 34	Scaffold & platform		1				
BCEE 35	Hoisting Equipment		1				
BCEE 36	Concrete Poker vibrator		5				
MATERIALS LABORATORY							
BCEE 37	Chapman Flask % voids in aggregates		6				
BCEE 38	Coarse Aggregate Density Test Set		2				
BCEE 39	Length Gauge		10				
BCEE 40	Drying Oven		2				
BCEE 41	Deval Attrition Test Machine		1				
BCEE 42	Impact Testing Machine		1				
BCEE 43	Rebound Hammer		2				
BCEE 44	Pulse Velocity Measurement		1				
BCEE 45	Blaine fineness apparatus		1				
BCEE 46	Laboratory Concrete Mixer		1				
BCEE 47	Le Chatelier flask		5				
BCEE 48	Shrinkage mould		4				
BCEE 50	Ball Mill		1				
BCEE 51	Flow table		2				

Name in the capacity of

Signature of Tenderer

Duly authorized to sign the Tender for and on behalf of

Dated on day of 20

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

C. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

	<p><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – KES.</p> <p>Name of your bankers Branch</p>																														
	<p><i>Part 2 (a) – Sole Proprietor</i></p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <p>*Citizenship details</p>																														
	<p><i>Part 2 (b) - Partnership</i></p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">*Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr><td>1.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>2.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>3.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>4.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>		Name	Nationality	*Citizenship Details	Shares	1.	2.	3.	4.					
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	<p><i>Part 2 (c) – Registered Company</i></p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal KES.</p> <p>Issued KES.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">*Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr><td>1.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>2.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>3.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>4.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>5.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>		Name	Nationality	*Citizenship Details	Shares	1.	2.	3.	4.	5.
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	<p><i>Part 2 (d) –Co-operative Society</i></p> <p>Given details of Central Management Committee Members as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">*Citizenship Details</th> <th style="width: 15%;">Designation</th> </tr> </thead> <tbody> <tr><td>1.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>2.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>3.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>4.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>5.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>		Name	Nationality	*Citizenship Details	Designation	1.	2.	3.	4.	5.
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We, the undersigned declare that the information contained in and attached to this form is true and accurate as of the date of tender submission

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

Date Signature of Candidate

*If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, naturalization or registration.

D. MANUFACTURER'S/PATENT-HOLDER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Tenderer in its Tender.

SECTION IX: TENDER SECURITY AND DECLARATION FORMS

A. TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

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

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

THE CONDITIONS of this obligation are:-

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

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

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

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

B. TENDER-SECURING DECLARATION

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

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

Tender No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
 - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
 - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

C. INTEGRITY DECLARATION

(Sections 38, 40, 41,42&43 of the PPD Act, 2005)

I/We/Messrs.....of Street/avenue,
..... Building, P. O. Box.....Code, of (town), (Nationality), Phone
..... E-mail declare that Public Procurement is based on a free and fair
competitive tendering process which should not be open to abuse.

I/We declare that
I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer,
their relations or business associates, in connection with

Tender name:

Tender No.

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this day of 20.....

Authorized Signature.....Official Stamp

Name and Title of Signatory.....

D. NON-DEBARMENT STATEMENT FORM

(Sections 35 PPDA, 2005)

I/We/Messrs..... of Street/avenue,
..... Building, P. O. Box.....Code, of (town), (Nationality), Phone:
..... E-mail declare that I/We /Messrs
are not debarred from participating in public procurement by the Public Procurement Oversight
Authority pursuant to section 115 of the Public Procurement and Disposal Act, 2005.

Dated this day of 20.....

Authorized Signature.....Official Stamp

Name and Title of Signatory.....

**SECTION X: FORM OF APPLICATION TO PUBLIC
PROCUREMENT ADMINISTRATIVE
REVIEW BOARD**

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary

SECTION XI - CONTRACT FORMS

A. LETTER OF NOTIFICATION TO UNSUCCESSFUL BIDDERS

[to be printed on the Letterhead of the Procuring Entity]

[date]

To: *[name and address of the Supplier]*

Re: Letter of notification to Unsuccessful Bidders

This is to inform you in that your offer in relation to *[tender name and number]* has been determined to be unsuccessful upon evaluation. We intend to make a contract with *[name of successful tenderer]* for *[amount]*. Your tender security / tender securing declaration will be discharged.

Thank you for your participation in the tendering process.

Yours

(Name of Accounting Officer)
Accounting Officer/Head of Procuring Entity

B. LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

[to be printed on the Letterhead of the Procuring Entity]

[date]

To: *[name and address of the Supplier]*

Re: Letter of Acceptance/Notification of Award

This is to notify you that your Tender dated [date] for execution of the *[name of the Contract and identification number, as given in the Contract Data Sheet]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us and it is our intention to proceed to make a written contract in accordance with the terms specified in the tender documents on the expiry of fourteen (14) days period from the date of this notification.

The contract shall be signed by the parties within 30 days from the date of this letter but not earlier than 14 days from the date of the letter.

Yours

(Name of Accounting Officer)

Accounting Officer/Head of Procuring Entity

Please return a copy of this letter duly signed

Authorized Signature and Seal: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

C. FORM OF CONTRACT AGREEMENT

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

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the
tenderer for the supply of those goods in the sum of [*contract price in
words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively
assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this
Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Contract Data Sheet
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter
mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to
remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the
goods and the remedying of defects therein, the Contract Price or such other sum as may become
payable under the provisions of the Contract at the times and in the manner prescribed by the
contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance
with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____

D. BANK/INSURANCE PERFORMANCE GUARANTEE

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. [reference number of the contract] dated 20..... to supply [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a Bank/Insurance Company guarantee by a reputable Bank/Insurance Company for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signed and seal of the Guarantors [name of Bank/Insurance Company]

[name, identification number of authorized officer from the Bank/Insurance Company]

Dated on _____ day of _____, _____ [insert date of signing]

In the presence of (name, identification number and signature of authorized officer from the contractor)

E. BANK/INSURANCE ADVANCE PAYMENT GUARANTEE

To
[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Contract Data Sheet, which amends the General Conditions of Contract to provide for advance payment, [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a Bank/Insurance Company guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [*amount of guarantee in figures and words*].

We, the [*Bank/Insurance Company*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [*date*].

Yours truly,

Signed and seal of the Guarantors[*name of Bank/Insurance Company*]

[*name, identification number of authorized officer from the Bank/Insurance Company*]

Dated on _____ day of _____, _____ [*insert date of signing*]

Inthe presence of(*name, identification number and signature of authorized officer from the contractor*).