



TENDER NO KPI/5DA/PT/14/13 – 14

**FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF FIRE
ALARM SYSTEM FOR ELECTRICITY-HOUSE MOMBASA,
NAKURU,KISUMU,RUARAKA AND MBARAKI
NATIONAL TENDER
MAY 2014**

**ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER
DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID**

**FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING
(ONE ENVELOPE TENDER)**

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ABBREVIATIONS AND ACRONYMS

BDS	Bid Data Sheet
BQ	Bills of Quantities
CBK	Central Bank of Kenya
CC	Conditions of Contract
DDP	Delivery Duty Paid
ERC	Energy Regulatory Commission
GoK	Government of Kenya
ICPAK	Institute of Certified Public Accountants of Kenya
JV	Joint Venture
KPLC	The Kenya Power & Lighting Company Limited
KSh./ KES	Kenya Shillings
PM	Project Manager
PPDA 2005	Public Procurement and Disposal Act, 2005
PPOA	Public Procurement and Oversight Authority
VAT	Value Added Tax

SECTION I - INVITATION TO TENDER

DATE: 21st APRIL 2014

TENDER NO KPI/5DA/PT/14/13 – 14

**FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF FIRE
ALARM SYSTEM FOR ELECTRICITY-HOUSE MOMBASA,
NAKURU,KISUMU,RUARAKA AND MBARAKI**

- 1.1 The Kenya Power & Lighting Company Ltd (KPLC) invites bids from eligible Tenderers for Design, supply, installation and commissioning of Biometric access control system. Interested eligible Tenderers may obtain further information from the Chief Manager, Supply Chain & Logistics, The Kenya Power & Lighting Company Ltd at Stima Plaza, 3rd Floor, Kolobot Road, and P.O. Box 30099 – 00100 Nairobi, Kenya.
- 1.2 Tender documents detailing the requirements may be obtained from the **Chief Manager, Supplies, Stores and Transport on 3rd Floor, Stima Plaza, Kolobot Road, Nairobi, on the Floor, Stima Plaza, Kolobot Road, Nairobi**, on normal working days from Monday to Friday (excluding any public or gazetted holiday) beginning on **21st May 2014** between **9.00 a.m. & 12.30 p.m.** and **2.00 p.m. & 4.00 p.m.** upon payment of a non-refundable fee of **Kenya Shillings One Thousand (KSh. 1,000/=)** only or the equivalent amount in United States of America Dollars (US\$) using the selling exchange rate ruling at the date of the tender document purchase provided by the Central Bank of Kenya (*See Central Bank of Kenya website-www.centralbank.go.ke.*). Payment shall be made in cash or by Bankers Cheque at the 1st Floor of Stima Plaza, Kolobot Road, Nairobi, Kenya. Prospective bidders may also download the tender document from KPLC's website (www.kplc.co.ke) free of charge.
- 1.3 Rates and Prices quoted should be net inclusive of all duties, taxes, levies and insurances (where applicable) must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for ninety (90) days from the closing date of the tender.
- 1.4 **There will be a Mandatory pre-bid meeting to be held as follows:**
- | | |
|----------------------------|--|
| Electricity House Nakuru: | Tue, 27th May 2014 at 10.00 a.m. |
| Electricity House Mombasa: | Thur, 29th May 2014 at 10.00 a.m. |
| Mbaraki complex, Mombasa : | Fri, 30th May 2014 at 10.00 a.m. |
| Electricity House Kisumu : | Mon, 2nd June 2014 at 10.00 a.m. |
| Ruaraka and Stima Plaza : | 04/06/14 at 10.00 a.m |
- 1.5* For non-bulky documents
Completed Tenders are to be enclosed in plain sealed envelopes marked

**TENDER FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF FIRE ALARM SYSTEM FOR ELECTRICITY-HOUSE MOMBASA,
NAKURU,KISUMU,RUARAKA AND MBARAKI**

KPI/5DA/PT/14/13 -14 and be deposited in the Tender Box located at KPLC premises, Stima Plaza, Ground Floor, Kolobot Road, Nairobi, Kenya so as to be received on or before **Fri,13th June 2014 at 10.00 a.m.**

- 1.6 Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend in KPLC Auditorium at Stima Plaza, Kolobot Road, Parklands, Nairobi.

SECTION II - TENDER SUBMISSION CHECKLIST

A. Tender Submission Format

This order and arrangement shall be considered as the Tender Submission Format, Non-Financial. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided
1	Tender Security – Bank Guarantee or Letters of Credit (issued by Banks Licensed by the Central Bank of Kenya), Guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund.	
2	Declaration Form	
3	Duly completed Tender Form	
4	Confidential Business Questionnaire (CBQ)	
5	Duly completed Qualification Information Form and the required attachments	
6	Proposed Work Plan (Work method & schedule)	
7	Duly completed Site Visit/Pre-bid meeting Form	
8	Copy of Contractor’s Certificate of Incorporation	
9	Copy of Subcontractor’s Certificate of Incorporation	
10	Copy of Contractor’s Certificate of Registration for the relevant category from the National Construction Authority	
11	Copy of Subcontractor’s Certificate of Registration for the relevant category the National Construction Authority (where applicable)	
12	Copy of Valid Tax Compliance Certificate	
13	Copy of PIN certificate	
14	Type Test Certificates and their Reports and or Test Certificates and their Reports	
15	Copy of accreditation certificate for the testing laboratory as per ISO/ IEC 17025,	
16	Valid and current ISO 9001 Certificates or for locally manufactured or produced goods, valid Diamond Mark of Quality Certificate or Standardization Mark Certificates from the Kenya Bureau of Standards (KEBS).	
18	Catalogues and or Brochures and or Manufacturer’s drawings	
19	Duly completed Schedule of Guaranteed Technical Particulars	

20	Manufacturer's Authorisation and warranty	
21	Names with full contact as well as physical addresses of previous customers of similar works and reference letters from at least four (4) of the customers	
22	Names with full contact as well as physical addresses of previous customers of similar goods and reference letters from at least four (4) of the customers	
23	Statement on Deviations	
24	For foreign tenderers, provide proof that Forty percent (40%) of the supplies are from citizen contractors. (where applicable)	
25	Valid copy of certificate of confirmation of directorship and shareholding issued and signed by registrar of companies or registrar of business names (for local tenderers).	
26	Price Schedule and/or Bill of Quantities	
27	Audited Financial Statements. The audited financial statements required must be those that are reported within eighteen (18) calendar months of the date of the tender document. <i>(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).</i>	
28	Any other document or item required by the tender document. (The Tenderer shall specify such other documents or items it has submitted)	

***NOTES TO TENDERERS**

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
2. Foreign Tenderers must provide equivalent documents from their country of origin as regards Tax Compliance Certificate OR statements certifying that the equivalent documentation is not issued in the Tenderer's country of origin. The Statement(s) that

equivalent documentation is not issued by the Tenderer's country should be original and issued by the Tax authorities in the Tenderer's country of origin.

3. Valid Registration Certificate shall be one issued by the relevant body including the **National Construction Authority (NCA-5)**.

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SECTION III - INSTRUCTIONS TO TENDERERS (ITT)

3.1 Definitions

In this tender, unless the context or express provision otherwise requires: -

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall begin with the first day and end on the last day of the month appearing on the cover page of the Tender Document.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“NCA” wherever appearing means the National Construction Authority or its successor(s) and assign(s) where the context so admits*
- g) *“PPOA” wherever appearing means The Public Procurement Oversight Authority or its successor(s) and assign(s) where the context so admits.*
- h) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- i) *“The Procuring Entity” means The Kenya Power and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as KPLC).*
- j) *“The Tenderer” means the person(s) submitting its Tender for the performance of Works in response to the Invitation to Tender. This may include a business name, joint venture, private or public company, government owned institution or any combination of one or more of them.*
- k) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- l) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- m) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*

n) *“Works” means the construction, repair, renovation or demolition of buildings, roads or other structures and includes the design, supply, installation, testing and commissioning of equipment and materials, site preparation and other incidental services where applicable.*

3.2 Eligible Tenderers

- 3.2.1 This Invitation to Tender is open to all Tenderers eligible as described in the Bid Data Sheet. Successful Tenderers shall perform the Works in accordance with this tender and the ensuing contract.
- 3.2.2 The classification of eligibility shall be in accordance with that maintained by Kenya's NCA or its successor responsible for the classification of contractors.
- 3.2.3 Government or government owned institutions in Kenya may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependant agency of the Government.
- 3.2.4 All Tenderers shall comply with all relevant licensing and/or registration requirements with the appropriate statutory bodies in Kenya such as the NCA, the ERC, the National Treasury, the County Treasury or any other relevant authority.
- 3.2.5 Tenderers shall provide such evidence of their continued eligibility satisfactory to KPLC as KPLC may reasonably request.
- 3.2.6 Tenderers (including all members of a joint venture and subcontractors) shall provide a statement that they are not associated, or have not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for this project or being proposed as Project Manager for this Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender
- 3.2.7 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued **and signed** by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. KPLC reserves the right to subject the certificate to authentication.

3.3 Ineligible Tenderers

- 3.3.1 Notwithstanding any other provisions of this tender, the following are not eligible to participate in the tender:-
 - a) KPLC's employees, its Board or any of its committee members.
 - b) Any Cabinet Secretary of the Government of the Republic of Kenya (GoK)
 - c) Any public servant of GoK.
 - d) Any member of a Board or Committee or any department of GoK.
 - e) Any person appointed to any position by the President of Kenya.
 - f) Any person appointed to any position by any Cabinet Secretary of GoK.

3.3.2 For the purposes of this paragraph, any relative i.e. spouse(s) and child(ren) of any person mentioned in sub-paragraph 3.3.1 is also ineligible to participate in the tender. In addition, a Cabinet Secretary shall include the President, Deputy-President or the Attorney General of GoK.

3.4 Declarations of Eligibility

3.4.1 Tenderers shall not be under declarations of ineligibility for corrupt, fraudulent practices and are not amongst persons mentioned in sub-paragraphs 3.3.1 and 3.3.2 above.

3.4.2 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at Section XIII.

3.4.3 Those that are under the Declaration for corrupt and fraudulent practices whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

3.5 Joint Venture

3.5.1 Tenders submitted by a joint venture (JV) of two or more firms (consortium), as partners shall comply with the following requirements: -

- a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
- b) One of the partners shall be nominated and authorized as being lead contractor. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners/directors.
- c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows:-
 - (i.) for local and citizen contractors, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.
 - (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
- d) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.

3.5.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect

shall be included in the authorization mentioned in paragraph 3.5.1 (b) above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).

3.5.3 The JV must be in either of the following forms –

- a) A registered JV agreement. The registration may either be :-
 - (i.) At the Ministry of Lands/National Land Commission or,
 - (ii.) At the Office of the Attorney General, or
 - (iii.) NCA

- b) A Letter of Intent to enter into a joint venture including a draft JV Agreement indicating at least the part of the Works to be executed by the respective partners.
 - a) The JV agreement should be signed by at least two directors from each company or firm that is a party to the JV
 - b) The JV agreement must be under the company or firm seal
 - c) The Letter of Intent should be signed by at least one director from each company or firm that is a party to the intended joint venture

3.5.4 A copy of the agreement entered into, or Letter of Intent by the joint venture partners shall be submitted with the tender.

3.6 Time for Completion of Works

The successful Tenderer will be expected to complete the Works by the required completion period as specified in the BDS.

3.7 Source of Funding

KPLC has set aside funds during the present financial year. It is intended that part of the proceeds of funds will be applied to cover the eligible payments under the ensuing contract for these Works.

3.8 Conflict of Interest

3.8.1 A Tenderer (*including all members of a joint venture and subcontractors*) shall not have a conflict of interest. A Tenderer 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 they:-

- a) are associated or have been associated in the past directly or indirectly with employees or agents of KPLC or a member of the Board or committee of KPLC

- b) are associated or have been associated in the past directly or indirectly with a firm or company or any of their affiliates which have been engaged by KPLC to provide consulting services for the preparation of the design, specifications, and

other documents to be used for the execution, completion and maintenance of the Works under this Invitation to Tender

- c) Have controlling shareholders in common
 - d) Receive or have received any direct or indirect subsidy from any of them
 - e) Have a relationship with each other, either 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 KPLC regarding this tendering process
 - f) Submit more than one Tender in this tendering process.
- 3.8.2 A Tenderer will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the Works and related services that are the subject of this Tender.

3.9 One Tender per Tenderer

- 3.9.1 A firm or company shall submit only one Tender in the same tendering process, either individually or as a partner in a joint venture.
- 3.9.2 No firm or company can be a sub-contractor while submitting a Tender individually or as a partner in a joint venture in the same tendering process.
- 3.9.3 A company or firm, if acting in the capacity of sub-contractor in any Tender may participate in more than one Tender but only in that capacity.
- 3.9.4 A Tenderer who submits or participates in more than one tender (*other than as a sub-contractor or in cases of alternatives that have been permitted or requested*) will cause all tenders in which the Tenderer has participated to be disqualified.

3.10 Site Visit and Pre-Bid Meeting

- 3.10.1 The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the site of Works and its surrounding and obtain all information that may be necessary for preparing the tender and entering into a contract for the Works. The cost of visiting the site shall be at the Tenderer's own expense.
- 3.10.2 KPLC may conduct a site visit and pre-bid meeting. The purpose of the pre-bid meeting shall be to clarify issues and answer any questions that may be raised at that stage.
- 3.10.3 The Tenderer's designated representative is invited to attend a site visit and pre-bid meeting which if convened will take place at the venue and time stipulated in the BDS.
- 3.10.4 The Tenderer is requested as far as possible to submit any questions in writing or by electronic means to reach KPLC before the pre-bid meeting.
- 3.10.5 Minutes of the pre-bid meeting including the text of the questions raised and the responses given together with any response prepared after the pre-bid meeting will be transmitted within the time stated in the BDS to all purchasers of the Tender Document.
- 3.10.6 Non-attendance during the site visit or the pre-bid meeting will not be a cause of disqualification of the Tender unless specified to the contrary in the BDS.

3.11 Cost of Tendering

- 3.11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. KPLC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.11.2 The price to be charged for the Tender Document shall be as indicated in the Invitation to Tender but in any case not exceeding KSh 1,000/=.

3.12 Contents of the Tender Document

- 3.12.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with paragraph 3.14 of these Instructions to Tenderers: -
- a) *Invitation to Tender*
 - b) *Tender Submission Checklist*
 - c) *Instructions to Tenderers*
 - d) *Bid Data Sheet*
 - e) *Schedule of Requirements*
 - e) *Bill of Quantities*
 - f) *Summary of Evaluation Process*
 - g) *General Conditions of Contract*
 - h) *Special Conditions of Contract s*
 - i) *Technical Specifications*
 - j) *Drawings*
 - k) *Tender Form*
 - l) *Confidential Business Questionnaire Form*
 - m) *Tender Security Forms*
 - n) *Declaration Form*
 - o) *Contract Form Agreement*
 - p) *Performance Security Forms*
- 3.12.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.
- 3.12.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "Private and Confidential".

3.13 Clarification of Documents

A prospective Tenderer requiring any clarification of the Tender Document may notify the Supply Chain Manager (Procurement) in writing or by post at KPLC's address indicated in the Invitation to Tender. KPLC will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by KPLC.

Written copies of KPLC's response (*including an explanation of the query but without identifying the source of inquiry*) will be sent to all prospective Tenderers that have duly received the Tender Document.

3.14 Amendment of Documents

- 3.14.1 At any time prior to the deadline for submission of Tenders, KPLC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.
- 3.14.2 All prospective Tenderers that have received the tender documents will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.
- 3.14.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, KPLC, at its discretion, may extend the deadline for the submission of Tenders.

3.15 Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and KPLC, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provided that they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

3.16 Documents Comprising the Tender

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components:

- a) *Declaration Form, Tender Form and Priced Bill of Quantities (BQ) duly completed*
- b) *Documentary evidence that the Works and any ancillary services thereto to be performed by the Tenderer conform to the tender documents*

- c) *Technical Proposal in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the Works requirements and the completion time. Those details should include the following:-*
 - (i.) *a statement of work methods i.e. Methodology*
 - (ii.) *Major items of equipment proposed to carry out the Contract*
 - (iii) *an undertaking that the items in c (ii) will be available for the execution of the Contract.*
- d) *Tender Security furnished in accordance with the Tender requirements*
- e) *Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with the Tender requirements.*
- f) *A detailed list of previous clients as prescribed in the BDS for similar Works on tender and their contact addresses including e-mail shall be submitted with the Tender for the purpose of reference, or for evaluation*
- g) *Statement of Deviations, if any, from the tender requirements on a separate sheet of paper clearly indicating –*
 - (i.) *the specific tender document requirement*
 - (ii.) *the deviation proposed by the Tenderer*
 - (iii.) *the technical specifications of the deviation*
 - (iv.) *the design, if any, of the deviation*
 - (v.) *justification or reason for the deviation*
 - (vi.) *the Tenderer's cost of that deviation and the Tenderer's estimate of the cost of complying with KPLC's requirement without the deviation.*
- h) *In case of a tender submitted by a joint venture, either of the following –*
 - (i.) *the registered joint venture agreement, or,*
 - (ii.) *a Letter of Intent to enter into a joint venture including a draft JV agreement indicating at least the part of the Works to be executed by the respective partners.*
- j) *Any information or other materials required to be completed and submitted by Tenderers as specified in the Tender Document*

3.17 Tender Forms

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the Works to be performed, a brief Description of the Works, quantities, and prices amongst other information required.

3.18 Tender Rates and Prices

- 3.18.1 The Tenderer shall indicate on the Price Schedule and/or Bill of Quantities, the unit rates and prices (where applicable) and total tender price of the Works it proposes to perform under the contract.

- 3.18.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Price Schedule and/or BQs. Items for which no rates or price is entered by the Tenderer will not be paid for by KPLC when executed and shall be deemed covered by other rates and prices in the Price Schedule and/or BQs.
- 3.18.3 Prices and rates indicated on the Price Schedule and/or BQs shall be inclusive of all costs for the Works including insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of KPLC (where applicable) or other specified site(s). No other basis shall be accepted for evaluation, award or otherwise.
- 3.18.4 Price Schedule and/or BQ rates and prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.
- 3.18.5 For the avoidance of doubt, Tenderers shall quote on Delivered Duty Paid (*DDP*) basis. No other basis shall be accepted for evaluation, award or otherwise.
- 3.18.6 A price that is derived by a disclosed incorporation or usage of an internationally accepted standard formula shall be acceptable within the meaning of this paragraph.

3.19 Tender Currencies

- 3.19.1 For Works that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule and/or BQs.
- 3.19.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate ruling on the Tender closing date. (*Please visit the Central Bank of Kenya website*).

3.20 Tenderer's Eligibility and Qualifications

- 3.20.1 Pursuant to paragraph 3.16, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to execute, complete and maintain the Works in the contract if its Tender is accepted.
- 3.20.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC's satisfaction –

The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KPLC'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 or producer to supply the goods. The authorization shall strictly be in the form and content as prescribed in the Manufacturer's Authorization Form in the Tender Document.*

- b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide -*
- (i.) *Audited Financial Statements (Audited Accounts) that are reported within eighteen (18) calendar months of the date of the tender document. The Statements must be stamped and signed by the Auditors who must be currently registered by ICPAK.*
 - (ii.) *For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six (6) months prior to the Date of the Tender Document. The copies should be certified by the Bank issuing the statements. The certification should be original.*
 - (iv.) *A valid and current Tax Compliance Certificate (TCC) issued by KRA. The Tenderer is strongly advised to confirm the authenticity of the TCC with KRA's Compliance Department to avoid rejection of its Tender.*
 - (iv.) *evidence of adequacy of working capital for this Contract eg. access to line(s) of credit and availability of other financial resources*
- c) *that the Tenderer has the technical and/or production capability necessary to perform the contract.*
- d) *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 Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Technical Specifications.*
- e) *that the Tenderer has the technical and management capability necessary to perform the contract. These are as per the Qualification Information Form which includes:-*
- (i.) *documents showing qualifications and experience of key site management and technical personnel proposed for the Contract.*
 - (ii.) *employment records including contracts of employment for all key personnel*
 - (v.) *The Tenderer's undertaking that the key site management and technical personnel will be available for the contract*
 - (vi.) *List and evidence of ownership/lease of contractor's equipment proposed for carrying out the Works*
- f) *That the Tenderer is duly classified and currently registered by NCA, ERC, the National Treasury, the County Treasury or any other relevant authorised body as*

capable of performing the Works under the contract. The Tenderer will furnish KPLC with a copy of the registration certificate and copy of renewal receipt. KPLC reserves the right to subject the certificate and receipt to authentication.

- g) information regarding any litigation or arbitration current or during the last five (5) years, in which the Tenderer is involved, the parties concerned and disputed amount; and*
- h) detailed proposals for subcontracting components of the Works amounting to more than twenty percent (20%) of the Contract Price.*

3.20.3 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

3.21 Eligibility and Conformity of Works to Tender Documents

3.21.1 The Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the Tender Document of all the Works that the Tenderer proposes to perform under the contract.

3.21.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

3.21.3 The documentary evidence of conformity of the Works to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -

- a) a detailed description of the essential technical and performance characteristics of the Works whether in brochures, catalogues, drawings or otherwise,*
- b) a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the Works for a minimum period of six (6) months following usage of the Works after the official handing over to KPLC, and,*
- c) Duly completed Schedule of Guaranteed Technical Particulars (GTP) as per Tender Specifications demonstrating substantial responsiveness of the goods and service to those specifications and, if any, a statement of deviations and exceptions to the provisions of the Technical Specifications.*
- d) duly completed Price Schedule and/or BQs' in compliance with KPLC's schedule of requirements and/or BQs requirements or, a Statement of Deviations and exceptions to the provisions of KPLC's schedule of requirements and/or BQs' requirements.*

For (a), (b) and (c) above, the literature, drawings and data shall be those from the Manufacturer.

3.21.3 For purposes of the documentary and other evidence to be furnished pursuant to subparagraphs 3.21.1, 3.21.2 and paragraph 3.22, the Tenderer shall note that standards for workmanship, material, and equipment, designated by KPLC in its schedule of requirements and/or BQs' are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to KPLC's satisfaction that the substitutions ensure substantial equivalence to those designated in the BQs'.

3.22 Demonstration(s), Inspection(s) and Test(s)

3.22.1 Where required, all Tenderers shall demonstrate ability of performance of the required Works in conformity with the schedule of requirements and/or Bills of Quantities.

3.22.2 KPLC or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include the quality management system. KPLC's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.

3.22.3 The bidder shall meet the cost of demonstration, inspection and test while KPLC shall meet the cost of air travel to the nearest airport and accommodation of its nominated officers inspecting and witnessing tests. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC. In all cases, the equipment used for tests must be validly calibrated by the national standards body and a copy (ies) of the calibration certificate(s) must be submitted with the test report(s).

3.22.4 Demonstration and/or Inspection and/or Test Report(s) shall be completed upon conclusion of the demonstration/ inspection/ tests. This Report will be considered at time of evaluation and or award.

3.23 Warranty

3.23.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that any part of the Works that comprises any equipment, the equipment to be provided under the contract are new, unused and or are of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.

3.23.2 The Warranty shall also warrant that the equipment in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the

Tenderer that may develop under normal use or application of the equipment under the conditions obtaining in Kenya.

3.23.3 The Warranty will remain valid for a minimum of twelve (12) months after the equipment, or any part thereof as the case may be, have been commissioned as indicated in the contract.

3.24 Tender Security

3.24.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the BDS.

3.24.2 The tender security shall be either one or a combination of the following:-

- a) an original Bank Guarantee from a commercial bank licensed by the Central Bank of Kenya (CBK) that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document. The bank must be located in Kenya.
- b) For local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- c) For foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form

3.24.3 The Tender Security is required to protect KPLC against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 3.24.10.

3.24.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by a commercial bank located in Kenya and licensed by the Central Bank of Kenya or a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund. The bank or institution must be located in Kenya.

3.24.5 The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.

3.24.6 KPLC shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitise its issuing bank/institution on the need to

respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the bank/institution within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.

3.24.7 Any Tender not secured in accordance with this paragraph will be rejected by KPLC as non-responsive, pursuant to paragraph 3.35.

3.24.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -

- a) *the procurement proceedings are terminated*
- b) *KPLC determines that none of the submitted Tenders is responsive*
- c) *a contract for the procurement is entered into*
- d) *the Tenderer does not qualify for Financial Evaluation in accordance with paragraph 3.31.*

3.24.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to paragraph 3.32 and furnishing an authentic Performance Security, pursuant to paragraph 3.37.

3.24.10 The Tender Security shall be forfeited –

- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
- b) *if the Tenderer rejects a correction of an arithmetic error*
- c) *if the Tenderer fails to enter into a written contract in accordance with paragraph 3.48*
- d) *if the successful Tenderer fails to furnish the performance security in accordance with paragraph 3.49*
- e) *if the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with paragraph 3.25.*

3.24.11 In cases of a JV bid, without prejudice to the provisions relating to a JV, the Tender Security may be in the name of any or all parties to the JV and the above provisions on Tender Security shall apply.

3.25 Validity of Tenders

3.25.1 Tenders shall remain valid for one hundred and twenty (120) days after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by KPLC, pursuant to paragraph 3.30. A Tender that is valid for a shorter period shall be rejected by KPLC as non-responsive.

3.25.2 In exceptional circumstances, KPLC may extend the Tender validity period. The extension shall be made in writing. The tender security provided under paragraph

3.24 shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

3.26 Alternative Offers

Only main offers shall be considered, as alternative offers are not acceptable.

3.27 Number of Sets of and Tender Format

3.27.1 The Tenderer shall prepare three complete sets of its Tender, identifying and clearly marking the “**ORIGINAL TENDER**”, “**COPY 1 OF TENDER**”, and “**COPY 2 OF TENDER**” as appropriate. Each set shall be properly bound. The copies shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original.

3.27.2 The Tender shall be bound and divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.

3.27.3 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Formats.

3.27.4 Any Tender not prepared and signed in accordance with this paragraph, in particular subparagraphs 3.20.1, 3.20.2 and 3.20.3 shall be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.

3.28 Preparation and Signing of the Tender

3.28.1 The Original and all copies of the Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

3.28.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons:-

a) For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary.

b) For foreign Tenderers, a Notary Public in the country of the Tenderer.

In either case above, the Power of Attorney shall accompany the Tender.

3.28.3 All pages of the Tender, including un-amended printed literature, shall be initialled by the person or persons signing the Tender and serially numbered.

3.28.4 The Tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the Tender.

- 3.28.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 3.21.
- 3.28.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by KPLC as non-responsive, pursuant to paragraph 3.28.

3.29 Sealing and Outer Marking of Tenders

- 3.29.1 The Tenderer shall seal the Original and each Copy of the Tender in separate envelopes or packages, duly marking the envelopes or packages as "**ORIGINAL**", "**COPY 1 OF TENDER**" and "**COPY 2 OF TENDER**". The envelopes or packages shall then be sealed in outer envelopes or packages.
- 3.29.2 The inner and outer envelopes or packages shall -
- a) *be addressed to KPLC at the address given in the Invitation to Tender,*
 - b) *bear the tender number and name as per the Invitation to Tender and the words, "**DO NOT OPEN BEFORE** as specified in the Invitation to Tender.*
- 3.29.3 All inner envelopes or packages shall also indicate the name and full physical, telephone, e-mail, facsimile and postal contacts of the Tenderer to enable the Tender to be returned unopened in circumstances necessitating such return including where Tenders are received late, procurement proceedings are terminated before tenders are opened.
- 3.29.4 If the envelopes or packages are not sealed and marked as required by this paragraph, KPLC will assume no responsibility whatsoever for the Tender's misplacement or premature opening. A tender opened prematurely for this cause will be rejected by KPLC and promptly returned to the Tenderer.

3.30 Deadline for Submission of Tenders

- 3.30.1 Tenders must be received by KPLC by the time and at the place specified in the Invitation to Tender.
- 3.30.2 KPLC may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with paragraph 3.7, in which case all rights and obligations of KPLC and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

3.31 Modification and Withdrawal of Tenders

- 3.31.1 The Tenderer may modify or withdraw its Tender after it has submitted it, provided that written notice of the modification, including substitution or withdrawal of the Tender is received by KPLC prior to the deadline prescribed for submission of tenders.

- 3.31.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraphs 3.20, 3.21 and 3.22. A withdrawal notice may also be sent by facsimile, electronic mail, cable or telex but followed by an original signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 3.31.3 No Tender may be modified after the deadline for submission of Tenders.
- 3.31.4 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security.

3.32 Opening of Tenders

- 3.32.1 KPLC shall open all Tenders promptly after the tender closing date and time, at the location specified in the Invitation to Tender or as may otherwise be indicated.
- 3.32.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security, the number of sets of tender documents duly received and such other details as KPLC, at its discretion, may consider appropriate, will be announced at the opening.
- 3.32.3 At the Tender opening, tender prices, discounts, and such other details as KPLC, at its discretion, may consider appropriate will be read out.
- 3.32.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

3.33 Process to be Confidential

- 3.33.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.
- 3.33.2 Any effort by a Tenderer to influence KPLC or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning award of Contract may result in the rejection of the Tenderer's tender.

3.34 Clarification of Tenders and Contacting KPLC

- 3.34.1 To assist in the examination, evaluation and comparison of Tenders KPLC may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.

- 3.34.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach KPLC within five (5) days from the date of KPLC's query. Such writing may include by electronic mail, facsimile or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.
- 3.34.3 Save as is provided in this paragraph and paragraph 3.26 above, no Tenderer shall contact KPLC on any matter related to its Tender, from the time of the tender opening to the time the contract is awarded.
- 3.34.4 Any effort by a Tenderer to influence KPLC in its decisions on tender evaluation, tender comparison, tender recommendation(s) or contract award may result in the rejection of the Tenderer's Tender.

3.35 Preliminary Tender Evaluation

- 3.35.1 Prior to the detailed Technical and Financial evaluation, KPLC will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KPLC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.35.2 KPLC will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in the Section VI Evaluation Criteria.
- 3.35.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KPLC and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

3.36 Minor Deviations, Errors or Oversights

- 3.36.1 KPLC may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.
- 3.36.2 Such minor deviation -
3.29.2.1 shall be quantified to the extent possible,
3.29.2.2 shall be taken into account in the evaluation process, and,
3.29.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by KPLC.
- 3.36.3 KPLC may waive errors and oversights that can be corrected without affecting the substance of the Tender.

3.37 Technical Evaluation and Comparison of Tenders

- 3.37.1 KPLC will further evaluate and compare the Tenders that have been determined

to be substantially responsive, in compliance to the Schedule of Requirements and/or BQs set out in the Tender Document and as per the prescribed Evaluation Criteria.

3.37.2 The Implementation Plan is a critical aspect of the Tender. KPLC requires that the Works shall be performed at the time specified in the BDS. KPLC's evaluation of a tender will also take into account the Work Plan proposed in the Tender.

3.38 Financial Evaluation

3.38.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall include:-

- a) the rates and prices [which must be inclusive of insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable (where applicable) and delivery to the premises of KPLC (where applicable) or other specified site(s)]
- b) Confirming if there are any deviations in the Payment Schedule from what is specified in the Special Conditions of Contract

3.38.2 Where other currencies are used, KPLC will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

3.38.3 Arithmetical errors will be rectified on the following basis - if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

3.38.4 The Tenderer will be notified of the correction of the arithmetical error(s). If the Tenderer does not accept the correction of the error(s), its Tender will be rejected, and its Tender Security forfeited.

3.39 Preferences

3.39.1 Where applicable, in the evaluation of tenders, exclusive preference shall be given to citizens of Kenya where -

3.39.1.1 The funding is one hundred percent (100%) from the Government of Kenya or a Kenyan body, and,

3.39.1.2 The amount of the tender as evaluated is below;

3.39.1.2.1 Ksh. 1 Billion in respect of roads works, construction materials and others used in transmission and conduction of electricity of which the material is made in Kenya.

3.39.1.2.2 Ksh. 500 Million in respect of other works

3.39.1.2.3 Ksh. 100 Million in respect of goods.

3.39.1.2.4 Ksh. 50Million in respect of services.

3.40 Debarment of a Tenderer

A Tenderer who gives false information in the Tender about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

3.41 Confirmation of Qualification for Award

3.41.1 KPLC may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

3.41.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 3.20 as well as confirmation of such other information as KPLC deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.

3.41.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event KPLC will proceed to the next lowest evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

3.42 Award of Contract

3.42.1 KPLC will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.

3.43 Termination of Procurement Proceedings

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

3.43.2 KPLC shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

3.44 Notification of Award

3.44.1 Prior to the expiration of the period of tender validity, KPLC shall notify the successful Tenderer in writing that its Tender has been accepted.

- 3.44.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.
- 3.44.3 Simultaneously, and without prejudice to the contents of paragraph 3.34, on issuance of Notification of Award to the successful Tenderer, KPLC shall notify each unsuccessful Tenderer.
- 3.44.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank/institution and/or the Tenderer and such Bank/institution discharged of all its obligations by KPLC prior to the expiry of its stated validity period.

3.45 Clarifications with the Successful Tenderer (s)

- 3.45.1 Clarifications may be undertaken with the successful Tenderer(s) relating to any or all of the following areas:-
 - a) A minor alteration to the technical details of the Schedule of requirements
And/or BQ's
 - b) Reduction of quantities for budgetary reasons where the reduction is in excess of any provided for in the Tender Document
 - c) A minor amendment to the SCC.
 - d) Finalising payment arrangements
 - e) Mobilisation arrangements e.g. operational details
 - f) Agreed final delivery or Work Plan to accommodate any changes required by KPLC.
 - g) Methodology and Staffing
 - h) Clarifying details that were not apparent or could not be finalized at the time of tendering
- 3.45.2 Clarifications shall not change the substance of the Tender.

3.46 Signing of Contract

- 3.46.1 At the same time as KPLC notifies the successful Tenderer that its Tender has been accepted, KPLC will send the Tenderer the Contract Agreement provided in

the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.46.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to KPLC within that period of fourteen (14) days.
- 3.46.3 KPLC shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award and not later than thirty (30)

days after expiry of tender validity. Further, KPLC shall not sign the contract until and unless the authentic performance security is received in accordance with paragraph 3.37.

3.46.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event KPLC shall notify the next lowest evaluated Tenderer that its Tender has been accepted.

3.46.5 Paragraph 3.34 together with the provisions of this paragraph 3.36 will apply with necessary modifications with respect to the Tenderer notified under sub-paragraph 3.36.4.

3.47 Performance Security

3.47.1 Within twenty one (21) days of the date of notification of award from KPLC, the successful Tenderer shall furnish KPLC with a Performance Security. The Performance Security shall be denominated in Kenya Shillings and shall be valid until a date sixty (60) days beyond the date of issue of the Certificate of Completion.

3.47.2 The Performance Security shall be either one or a combination of the following:

a) An original Bank Guarantee from a commercial bank licensed by the Central Bank of Kenya that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document. The bank issuing the Bank Guarantee must be located in Kenya.

b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

3.47.3 The successful Tenderer shall furnish a Performance Security being the sum of ten percent (10%) of the contract price.

3.47.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitise its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.

3.47.5 Failure of the successful Tenderer to furnish an authentic Performance Security, the award shall be annulled and the Tender Security forfeited, in which event KPLC may notify the next lowest evaluated Tenderer that its Tender has been accepted.

3.47.6 Paragraph 3.44, 3.45, 3.46 together with the provisions of this paragraph 3.47 will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under sub-paragraph 3.47.5

3.48 Corrupt or Fraudulent Practices

3.48.1 KPLC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -

a) *“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of public official in the procurement process or in contract execution;*

b) *“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KPLC, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KPLC of the benefits of free and open competition.*

3.48.2 KPLC will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

		<p><i>must be currently registered by ICPAK.</i></p> <p><i>(ii.) For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six (6) months prior to the Date of the Tender Document. The copies should be certified by the Bank issuing the statements. The certification should be original.</i></p> <p><i>(vii.) A valid and current Tax Compliance Certificate (TCC) issued by KRA. The Tenderer is strongly advised to confirm the authenticity of the TCC with KRA's Compliance Department to avoid rejection of its Tender.</i></p> <p><i>(iv.) evidence of adequacy of working capital for this Contract eg. access to line(s) of credit and availability of other financial resources</i></p> <p><i>c) that the Tenderer has the technical and/or production capability necessary to perform the contract.</i></p> <p><i>d) 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 Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Technical</i></p>
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		<p><i>Specifications.</i></p> <p>e) <i>Evidence of Tenderers technical and management capability necessary to perform the contract. These are as per the Qualification Information Form which includes:-</i></p> <p>(i.) <i>documents showing qualifications and experience of key site management and technical personnel proposed for the Contract.</i></p> <p>(ii.) <i>employment records including contracts of employment for all key personnel</i></p> <p>(viii.) <i>The Tenderer's undertaking that the key site management and technical personnel will be available for the contract</i></p> <p>(ix.) <i>List and evidence of ownership/lease of contractor's equipment proposed for carrying out the Works</i></p> <p>f) <i>NCA 5 certification or higher.</i></p> <p>g) <i>information regarding any litigation or arbitration current or during the last five (5) years, in which the Tenderer is involved, the parties concerned and disputed amount; and</i></p> <p>h) <i>Detailed proposals for subcontracting components of the Works amounting to more than twenty percent (20%) of the Contract Price.</i></p>
7.	3.21.3 (a) Catalogues, Brochures, Manufacturer's/ Principal's Drawings	<i>Catalogues, Brochures and Manufacturer's Drawings are required.</i>
8	3.22.4 Demonstration and/or	<i>Test Reports required</i>

	Inspection and/or Test Report(s)	
9.	3.23.3 Warranty/Warranty Period	<i>Warranty period 5Years for All Fire Alarm equipment/devices System. 1 year for all other equipment.</i>
10.	3.24.1 Tender Security	<i>Tender security shall be a fixed amount of Ksh. 500,000.</i>
11.	3.42 Award of contract	<i>Shall be made to the lowest evaluated bidder as one contract for Design, supply, installation and commissioning for the three regions.</i>

SECTION V

SCHEDULE OF REQUIREMENTS

A).SCHEDULE SUPPLY, INSTALLATION FOR FIRE FIGHTING AND ALARM SYSTEM ELECTRICITY HOUSE NAKURU, MOMBASA,RUARAKA AND MBARAKI.

Item No.	Brief Description	Unit of Measure	Quantity
1	Intelligent Addressable Fire Alarm Control Panel	NO.	5
2	Remote Display and Control Panel	NO.	5
3	Loop Control Module	NO.	5
4	Graphical Control Software	NO.	6
5	Network Communication Module	NO.	6
6	IP Interface card	NO.	6
7	BMS Module	NO.	6
8	Bacnet/IP/Modbus Integrator protocol conversion	NO.	6
9	Server for graphical control software	NO.	6
10	Desktop PC	NO.	6
11	Clean Power and protection as APC with a minimum of 3KVA smart UPS type	NO.	6
12	Addressable wall sounder complete with clip fixing assembly	NO.	124

13	Addressable optical smoke detectors	NO.	845
14	Addressable optical Heat detectors	NO.	101
	Addressable Break glass Call points	NO.	141
	Public address and voice evacuation systems	LOT	6
15	INSTALLATION	LOT	
16	COMMISSIONING	LOT	
17	TRAINING	LOT	
18	LICENCES	LOT	

B.) SCHEDULE OF DETECTORS TO BE INSTALLED

Bi) SCHEDULE OF DETECTORS REQUIREMENT- RUARAKA				
ITEM	DESCRIPTION	QTY.	UNIT	
A	Addressable wall sounder complete with clip fixing assembly			
	procurement and transport	2	No.	
	washing area	1	No.	
	ground floor	1	No.	
	saloon section w/shop	2	No.	
	offices	3	No.	
	heavy section w/shop	2	No.	
	managers building first floor	2	No.	
	managers building ground floor	4	No.	
	spray and painting section	4	No.	
	security block	1	No.	
	HR block	1	No.	

	cyber	1	No.	
	washing bay	1	No.	
	cable yard stand	1	No.	
	protection block	4	No.	
	T & IT	3	No.	
	CC/D&C	3	No.	
	mechanical workshop	1	No.	
	mechanical workshop ground floor	5	No.	
	mechanical workshop first floor	1	No.	
B	Addressable optical smoke detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings			
	procurement and transport	20	No.	
	washing area	6	No.	
	ground floor	12	No.	
	saloon section w/shop	14	No.	
	offices	5	No.	
	heavy section w/shop	14	No.	
	managers building first floor	14	No.	
	managers building ground floor	20	No.	
	spray and painting section	20	No.	
	security block	12	No.	
	HR block	10	No.	
	cyber	6	No.	
	washing bay	10	No.	
	cable yard stand	2	No.	
	protection block	20	No.	
	T & IT	19	No.	
	CC/D&C	18	No.	
	mechanical workshop	0	No.	
	mechanical workshop ground floor	13	No.	
	mechanical workshop first floor	4	No.	
C	Addressable optical Heat detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings			

	procurement and transport	2	No.	
	washing area	0	No.	
	ground floor	2	No.	
	saloon section w/shop	0	No.	
	offices	0	No.	
	heavy section w/shop	0	No.	
	managers building first floor	1	No.	
	managers building ground floor	0	No.	
	spray and painting section	0	No.	
	security block	0	No.	
	HR block	0	No.	
	cyber	4	No.	
	washing bay	5	No.	
	cable yard stand	0	No.	
	protection block	1	No.	
	T & IT	2	No.	
	CC/D&C	4	No.	
	mechanical workshop	4	No.	
	mechanical workshop ground floor	5	No.	
	mechanical workshop first floor	1	No.	
D	Addressable Break glass Call points wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as follows:			
	procurement and transport	2	No.	
	washing area	1	No.	
	ground floor	1	No.	
	saloon section w/shop	2	No.	
	offices	1	No.	
	heavy section w/shop	2	No.	
	managers building first floor	2	No.	
	managers building ground floor	4	No.	
	spray and painting section	4	No.	
	security block	1	No.	
	HR block	1	No.	
	cyber	1	No.	
	washing bay	1	No.	

	cable yard stand	1	No.	
	protection block	4	No.	
	T & IT	3	No.	
	CC/D&C	3	No.	
	mechanical workshop	1	No.	
	mechanical workshop ground floor	5	No.	
	mechanical workshop first floor	1	No.	

B(ii) SCHEDULE OF DETECTORS REQUIREMENT- KISUMU				
ITEM	DESCRIPTION	QTY.	UNIT	
A	Addressable wall sounder complete with clip fixing assembly			
	Banking Hall	4	No.	
	3rd Floor	4	No.	
	2nd Floor	4	No.	
	Parking	4	No.	
B	Addressable optical smoke detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings			
	Banking Hall	19	No.	
	3rd Floor	18	No.	
	2nd Floor	20	No.	
	Parking	0	No.	
C	Addressable optical Heat detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings			
	Banking Hall	0	No.	
	3rd Floor	0	No.	
	2nd Floor	1	No.	
	Parking	13	No.	
D	Addressable Break glass Call points wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as follows:			
	Banking Hall	4	No.	
	3rd Floor	4	No.	
	2nd Floor	4	No.	
	Parking	4	No.	
E	Allow for fire suppression system in I.T Room 8m*10m in 2nd floor			

F	Allow for Automation of Fire Exit doors connected to the Fire Alarm Control Panel and monitored from the security control room			
	Banking Hall	3	No.	
	3rd Floor	2	No.	
	2nd Floor	2	No.	
	Parking	2	No.	

B(iii) SCHEDULE OF DETECTORS REQUIREMENT- ELECTRICITY				
HOUSE MOMBASA				
ITEM	DESCRIPTION	QTY.	UNIT	
A	Addressable wall sounder complete with clip fixing assembly			
	ground floor	4	No.	
	Mezzanine floor	4	No.	
	Mezzanine II floor	4	No.	
	Mezzanine roof	1	No.	
	First floor	1	No.	
	Second floor	1	No.	
	Third floor	1	No.	
	Fourth floor	1	No.	
	Fifth floor	1	No.	
	Sixth floor	1	No.	
	Seventh floor	1	No.	
	Eighth floor	1	No.	
	Roof plan	1	No.	
B	Addressable optical smoke detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings			
	ground floor	36	No.	
	Mezzanine floor	36	No.	
	Mezzanine II floor	30	No.	
	Mezzanine roof	9	No.	
	First floor	20	No.	
	Second floor	20	No.	
	Third floor	20	No.	
	Fourth floor	20	No.	
	Fifth floor	24	No.	
	Sixth floor	24	No.	
	Seventh floor	24	No.	
	Eighth floor	24	No.	
	Roof plan	14	No.	

C	Addressable optical Heat detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings			
	ground floor	2	No.	
	Mezzanine floor	2	No.	
	Mezzanine II floor	1	No.	
	Mezzanine roof	0	No.	
	First floor	1	No.	
	Second floor	1	No.	
	Third floor	1	No.	
	Fourth floor	1	No.	
	Fifth floor	1	No.	
	Sixth floor	1	No.	
	Seventh floor	1	No.	
	Eighth floor	1	No.	
	Roof plan	0	No.	
D	Addressable Break glass Call points wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as follows:			
	ground floor	4	No.	
	Mezzanine floor	4	No.	
	Mezzanine II floor	4	No.	
	Mezzanine roof	1	No.	
	First floor	1	No.	
	Second floor	1	No.	
	Third floor	1	No.	
	Fourth floor	1	No.	
	Fifth floor	1	No.	
	Sixth floor	1	No.	
	Seventh floor	1	No.	
	Eighth floor	1	No.	
	Roof plan	1	No.	

B(iv) SCHEDULE OF DETECTORS REQUIREMENT-MBARAKI				
ITEM	DESCRIPTION	QTY.	UNIT	
A	Addressable wall sounder complete with clip fixing assembly			
	Office block upstairs	2	No.	
	2nd Floor Roof top	3	No.	
	emergency	2	No.	
	IT	2	No.	
	Stores	7	No.	
	Workshop	6	No.	
	Cyber 1	3	No.	
	Cyber two	1	No.	
B	Addressable optical smoke detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings			
	Office block upstairs	26	No.	
	2nd Floor Roof top	18	No.	
	emergency	6	No.	
	IT	5	No.	
	Stores	40	No.	
	Workshop	13	No.	
	Cyber 1	7	No.	
	Cyber two	3	No.	
C	Addressable optical Heat detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings			
	Office block upstairs	0	No.	
	2nd Floor Roof top	0	No.	
	emergency	2	No.	
	IT	2	No.	
	Stores	4	No.	
	Workshop	22	No.	
	Cyber 1	6	No.	
	Cyber two	1	No.	

D	Addressable Break glass Call points wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as follows:			
	Office block upstairs	2	No.	
	2nd Floor Roof top	3	No.	
	emergency	2	No.	
	IT	2	No.	
	Stores	7	No.	
	Workshop	6	No.	
	Cyber 1	3	No.	
	Cyber two	1	No.	

B(v) SCHEDULE OF DETECTORS REQUIREMENT- NAKURU				
ITEM	DESCRIPTION	QTY.	UNIT	
A	Addressable wall sounder complete with clip fixing assembly			
	Office block upstairs	2	No.	
	2nd Floor Roof top	3	No.	
	emergency	2	No.	
	IT	2	No.	
	Stores	7	No.	
	Workshop	6	No.	
	Cyber 1	3	No.	
	Cyber two	1	No.	
B	Addressable optical smoke detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings			
	Office block upstairs	26	No.	
	2nd Floor Roof top	18	No.	
	emergency	6	No.	
	IT	5	No.	
	Stores	40	No.	
	Workshop	13	No.	
	Cyber 1	7	No.	
	Cyber two	3	No.	
C	Addressable optical Heat detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings			
	Office block upstairs	0	No.	
	2nd Floor Roof top	0	No.	
	emergency	2	No.	
	IT	2	No.	
	Stores	4	No.	
	Workshop	22	No.	
	Cyber 1	6	No.	
	Cyber two	1	No.	

D	Addressable Break glass Call points wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as follows:			
	Office block upstairs	2	No.	
	2nd Floor Roof top	3	No.	
	emergency	2	No.	
	IT	2	No.	
	Stores	7	No.	
	Workshop	6	No.	
	Cyber 1	3	No.	
	Cyber two	1	No.	

C) SCHEDULE OF REQUIREMENT PUBLIC ADDRESS AND VOICE EVACUATION SYSTEMS

C(i)PUBLIC ADDRESS AND VOICE EVACUATION SCHEDULE OF REQUIREMENT- RUARAKA				
ITEM	DESCRIPTION	QTY.	UNIT	
1	Stackable Voice Alarm system, 8+2In x8 Out, Master module incl. local network,EN54-16	1	No.	
2	Dedicated Ethernet Networking card	1	No.	
3	4 Channel Multipurpose 0dB/MIC Audio Input Card	1	No.	
4	Color touch screen security paging microphone	1	No.	
5	5" Metal Fire rated Speaker	30	No.	
6	Class-D, digital Power amplifier 4x125Watt/100V-230/24V-19"/2U	1	No.	
7	22U Rack 19", 600 mm deep with accessories	1	No.	
8	Clean Power and protection as APC with a minimum of 3KVA smart UPS type		1	

C(ii)PUBLIC ADDRESS AND VOICE EVACUATION SCHEDULE OF

REQUIREMENT-KISUMU

ITEM	DESCRIPTION	QTY.	UNIT		
	-				
1	Stackable Voice Alarm system, 8+2In x8 Out, Master module incl. local network,EN54-16	1	No.		
2	Dedicated Ethernet Networking card	1	No.		
3	4 Channel Multipurpose 0dB/MIC Audio Input Card	1	No.		
4	Color touch screen security paging microphone	1	No.		
5	5" Metal Fire rated Speaker	15	No.		
6	Class-D, digital Power amplifier 4x125Watt/100V-230/24V-19"/2U	1	No.		
7	22U Rack 19", 600 mm deep with accessories	1	No.		
8	Clean Power and protection as APC with a minimum of 3KVA smart UPS type	1	No.		

C(iii)PUBLIC ADDRESS AND VOICE EVACUATION SCHEDULE OF REQUIREMENT- NAKURU

ITEM	DESCRIPTION	QTY.	UNIT		
		1	Item		
1	Stackable Voice Alarm system, 8+2In x8 Out, Master module incl. local network,EN54-16	1	No.		
2	Dedicated Ethernet Networking card	1	No.		
3	4 Channel Multipurpose 0dB/MIC Audio Input Card	1	No.		
4	Color touch screen security paging microphone	1	No.		
5	5" Metal Fire rated Speaker	12	No.		
6	Class-D, digital Power amplifier 4x125Watt/100V-230/24V-19"/2U	1	No.		
7	22U Rack 19", 600 mm deep with accessories	1	No.		

8	Clean Power and protection as APC with a minimum of 3KVA smart UPS type	1	No.		

C(iv) PUBLIC ADDRESS AND VOICE EVACUATION SCHEDULE OF REQUIREMENT-ELECTRICITY HOUSE MOMBASA

ITEM	DESCRIPTION	QTY.	UNIT		
1	Stackable Voice Alarm system, 8+2In x8 Out, Master module incl. local network,EN54-16	1	No.		
2	Dedicated Ethernet Networking card	1	No.		
3	4 Channel Multipurpose 0dB/MIC Audio Input Card	1	No.		
4	Color touch screen security paging microphone	1	No.		
5	5" Metal Fire rated Speaker	15	No.		
6	Class-D, digital Power amplifier 4x125Watt/100V-230/24V-19"/2U	1	No.		
7	22U Rack 19", 600 mm deep with accessories	1	No.		
8	Clean Power and protection as APC with a minimum of 3KVA smart UPS type	1	No.		

C(v) PUBLIC ADDRESS AND VOICE EVACUATION SCHEDULE OF REQUIREMENT- MBARAKI

ITEM	DESCRIPTION	QTY.	UNIT		
1	Stackable Voice Alarm system, 8+2In x8 Out, Master module incl. local network,EN54-16	1	No.		
2	Dedicated Ethernet Networking card	1	No.		
3	4 Channel Multipurpose 0dB/MIC Audio Input Card	1	No.		

4	Color touch screen security paging microphone	1	No.		
5	5" Metal Fire rated Speaker	10	No.		
6	Class-D, digital Power amplifier 4x125Watt/100V-230/24V-19"/2U	1	No.		
7	22U Rack 19", 600 mm deep with accessories	1	No.		
8	Clean Power and protection as APC with a minimum of 3KVA smart UPS type	1	No.		

C(vi) PUBLIC ADDRESS AND VOICE EVACUATION SCHEDULE OF REQUIREMENT- STIMA PLAZA					
	DESCRIPTION	QTY.	UNIT		
1	Stackable Voice Alarm system, 8+2In x8 Out, Master module incl. local network,EN54-16	1	No.		
2	Dedicated Ethernet Networking card	1	No.		
3	4 Channel Multipurpose 0dB/MIC Audio Input Card	1	No.		
4	Color touch screen security paging microphone	1	No.		
5	5" Metal Fire rated Speaker	30	No.		
6	Class-D, digital Power amplifier 4x125Watt/100V-230/24V-19"/2U	1	No.		
7	22U Rack 19", 600 mm deep with accessories	1	No.		
8	Clean Power and protection as APC with a minimum of 3KVA smart UPS type	1	No.		

C. DELIVERY OF WORKS.

The Works to be completed within 45 weeks after signing of the contract.

SECTION VI (a)

SCHEDULE OF RATES AND PRICES

(TENDERER MUST INDICATE THE CURRENCY OF THE OFFER PRICE)

PRICE SCHEDULE FOR GOODS

FOR GOODS FROM ABROAD/OVERSEAS

(See attached Bill of Quantities)

FOR GOODS FROM THE EMPLOYER'S COUNTRY

(See attached Bill of quantities)

PRICE SCHEDULE FOR INSTALLATION & COMMISSIONING

(See attached Bill of quantities)

PRICE SCHEDULE FOR SERVICES

(See attached Bill of quantities)

NOTE:-

1. The offered unit price MUST be rounded to two decimal places. Where the Tenderer fails to round the offered unit price as required, then, the offered unit price shall be rounded down-wards to two decimal places and used for the purposes of this tender.

Notes on Pricing

1. The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work, rates and prices stated in the price schedule, which rates and prices shall cover all his obligations under the contract and all matters and things pertaining to the proper completion, maintenance and certification of the works.

NOTE

The price schedules as tabulated below serve as a guide and are not exhaustive. The bidder must itemize all items (Hardware, Software(s), Active devices, Passive devices, cabling materials etc) necessary to meet the specifications and requirements of the entire Fire system as described elsewhere in this document.

2. The prices given shall be verified by the Tenderer as being totally inclusive of all activities required to supply the equipment in accordance with the Contract and to the approval of the Engineer or Engineer's Representative.
3. The bidder shall allow for all applicable Statutory Taxes and Duties.
4. Commissioning works shall include:
 - The charge for service engineers for onsite periods specified by the vendor.
 - Travel time and costs to and from site.
 - Costs of food and lodging
5. Training costs shall include:
 - Cost of air travel, lodging and per diems.
 - All other costs i.e. cost of instructors, training materials, meals and any other costs related shall be catered for by the contractor

BILL OF QUANTITIES

(SEE ATTACHED NEXT PAGE)

PRICE SCHEDULE OF REQUIREMENT FIRE FIGHTING AND ALARM SYSTEM - RUARAKA

BILLS OF QUANTITY PAGE1- RUARAKA

					TOTAL
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS.
	<u>Supply and Install the following:-</u>				
A	Intelligent Addressable Fire Alarm Control Panel with manual and automatic alarm initiation; automatic sensitivity control of certain smoke detectors; and multiplexed signal transmission dedicated to fire alarm service only integrated with Paging Microphone Console and Fire Telephone Handset. The system must have a capability of networking at-least 200 panels. The FACP should have On-board printer.	1	Item		
B	Remote Display and Control Panel , allowing the full network information to be transparent on the repeater. Up to 199 of them on the network.	1	No.		
C	Loop Control Module	1	No.		
D	Graphical Control Software , to control fire alarm equipment by means of graphical maps, images, and text for monitoring installation sites and program graphical command buttons for enabling or disabling devices. Should have Simple control buttons to permit the user to Enable/Disable field devices, and also provide a means for Silence/Reset functionality.	1	Item		
E	Client Software and license for the above Software. A minimum of 5 client licenses.	1	Item		
F	Network Communication Module to enable distribution of fire alarm control panels and remote terminals throughout KPLC buildings or group of buildings.	1	No.		
G	IP Interface card to allow connection of the FACP and its network to the Internet. Allow standard Web browser to be used to monitor the fire network and obtain the state of the fire panel network through visual indications.	1	No.		
H	BMS Module to allow integration of FACP and remote terminals with (BMS) and graphics PCs.	1	No.		
	Total carried forward to Grand Total Page 1 RUARAKA				

BILLS OF QUANTITY PAGE2 -RUARAKA					
A	Bacnet/IP/Modbus Integrator protocol conversion for BACNET, IP and MODBUS networks to link the fire detection and alarm network with third-party building management systems	1	No.		
B	Allow for Server for graphical control software above	1	No.		
C	Allow for Desktop PC for Client Software above	1	No.		
D	Allow for End user Training, fire marshals to familiarize with equipment location and evacuation response in the event of fire inclusive of a fire Drill	1	Item		
E	Allow for 2 year maintenance per quarter rate	8	No.		
F	Allow for As Built Documentation		Item		
G	Allow for cabling Ducting and trunking		Item		
H	Allow for making good disturbed surfaces and Remediying of other Defects		Item		
J	Allow for provision of Clean Power and protection as APC with a minimum of 3KVA smart UPS type		Item		
K	Addressable wall sounder complete with clip fixing assembly	43	No.		
L	Addressable optical smoke detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings	239	No.		
M	Addressable optical Heat detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings	31	No.		
N	Addressable Break glass Call points wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as follows:	41	No.		
P	Allow for Public address and voice evacuation system complete with all items as described in Schedule of requirement and detailed technical specifications.	1	Item		
Q	Allow for any other item necessary to complete the works.(Itemize)				
	Total carried forward to Grand Total Page 2 RUARAKA				
	Summary Ruaraka				
	Total carried forward to Grand Total Page 1 RUARAKA				
	Total carried forward to Grand Total Page 2 RUARAKA				
	GRAND TOTAL TO COLLECTION RUARAKA				

PRICE SCHEDULE OF REQUIREMENT FIRE FIGHTING AND ALARM SYSTEM - KISUMU					
BILLS OF QUANTITY PAGE1 -ELECTRICITY HOUSE KISUMU					
ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL KSHS.
	Supply and Install the following:-				
A	Intelligent Addressable Fire Alarm Control Panel with manual and automatic alarm initiation; automatic sensitivity control of certain smoke detectors; and multiplexed signal transmission dedicated to fire alarm service only integrated with Paging Microphone Console and Fire Telephone Handset. The system must have a capability of networking at-least 200 panels. The FACP should have On-board printer.	1	Item		
B	Remote Display and Control Panel , allowing the full network information to be transparent on the repeater. Up to 199 of them on the network.	1	No.		
C	Loop Control Module	1	No.		
D	Graphical Control Software , to control fire alarm equipment by means of graphical maps, images, and text for monitoring installation sites and program graphical command buttons for enabling or disabling devices. Should have Simple control buttons to permit the user to Enable/Disable field devices, and also provide a means for Silence/Reset functionality.	1	Item		
E	Client Software and license for the above Software. A minimum of 5 client licenses.	1	Item		
F	Network Communication Module to enable distribution of fire alarm control panels and remote terminals throughout KPLC buildings or group of buildings.	1	No.		
G	IP Interface card to allow connection of the FACP and its network to the Internet. Allow standard Web browser to be used to monitor the fire network and obtain the state of the fire panel network through visual indications.	1	No.		
H	BMS Module to allow integration of FACP and remote terminals with (BMS) and graphics PCs.	1	No.		
	Total carried forward to Grand Total Page 1 KISUMU				

BILLS OF QUANTITY PAGE2 –ELECTRICITY HOUSE KISUMU

A	Bacnet/IP/Modbus Integrator protocol conversion for BACNET, IP and MODBUS networks to link the fire detection and alarm network with third-party building management systems	1	No.		
B	Allow for Server for graphical control software above	1	No.		
C	Allow for Desktop PC for item client software above	1	No.		
D	Allow for End user Training, fire marshals to familiarize with equipment location and evacuation response in the event of fire inclusive of a fire Drill	1	Item		
E	Allow for 2 year maintenance per quarter rate	8	No.		
F	Allow for As Built Documentation		Item		
G	Allow for cabling Ducting and trunking		Item		
H	Allow for making good disturbed surfaces and Remediying of other Defects		Item		
J	Allow for provision of Clean Power and protection as APC with a minimum of 3KVA smart UPS type		Item		
K	Addressable wall sounder complete with clip fixing assembly	16	No.		
L	Addressable optical smoke detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings	57	No.		
M	Addressable optical Heat detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings	14	No.		
N	Addressable Break glass Call points wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as follows:	16	No.		
P	Allow for Public address and voice evacuation system complete with all items as described in Schedule of requirement and detailed technical specifications.	1	Item		
Q	Allow for any other item necessary to complete the works.(Itemize)				
	Total carried forward to Grand Total Page 2 KISUMU				
	Summary Kisumu				
	Total carried forward to Grand Total Page 1 KISUMU				
	Total carried forward to Grand Total Page 2 KISUMU				
	GRAND TOTAL TO COLLECTION ELECTRICITY HOUSE KISUMU				

**PRICE SCHEDULE OF REQUIREMENT FIRE FIGHTING AND ALARM SYSTEM-
NAKURU**

BILLS OF QUANTITY PAGE1- ELECTRICITY HOUSE NAKURU

					TOTAL
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS.
	<u>Supply and Install the following:-</u>				
A	Intelligent Addressable Fire Alarm Control Panel with manual and automatic alarm initiation; automatic sensitivity control of certain smoke detectors; and multiplexed signal transmission dedicated to fire alarm service only integrated with Paging Microphone Console and Fire Telephone Handset. The system must have a capability of networking at-least 200 panels. The FACP should have On-board printer.	1	Item		
B	Remote Display and Control Panel , allowing the full network information to be transparent on the repeater. Up to 199 of them on the network.	1	No.		
C	Loop Control Module	1	No.		
D	Graphical Control Software , to control fire alarm equipment by means of graphical maps, images, and text for monitoring installation sites and program graphical command buttons for enabling or disabling devices. Should have Simple control buttons to permit the user to Enable/Disable field devices, and also provide a means for Silence/Reset functionality.	1	Item		
E	Client Software and license for the above Software. A minimum of 5 client licenses.	1	Item		
F	Network Communication Module to enable distribution of fire alarm control panels and remote terminals throughout KPLC buildings or group of buildings.	1	No.		
G	IP Interface card to allow connection of the FACP and its network to the Internet. Allow standard Web browser to be used to monitor the fire network and obtain the state of the fire panel network through visual indications.	1	No.		
H	BMS Module to allow integration of FACP and remote terminals with (BMS) and graphics PCs.	1	No.		
	Total carried forward to Grand Total Page 1 NAKURU				

BILLS OF QUANTITY PAGE2 –ELECTRICITY HOUSE NAKURU

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS.
A	Bacnet/IP/Modbus Integrator protocol conversion for BACNET, IP and MODBUS networks to link the fire detection and alarm network with third-party building management systems	1	No.		
B	Allow for Server for graphical control software above	1	No.		
C	Allow for Desktop PC for item client software above	1	No.		
D	Allow for End user Training, fire marshals to familiarize with equipment location and evacuation response in the event of fire inclusive of a fire Drill	1	Item		
E	Allow for 2 year maintenance per quarter rate	8	No.		
F	Allow for As Built Documentation		Item		
G	Allow for cabling Ducting and trunking		Item		
H	Allow for making good disturbed surfaces and Remediying of other Defects		Item		
J	Allow for provision of Clean Power and protection as APC with a minimum of 3KVA smart UPS type		Item		
K	Addressable wall sounder complete with clip fixing assembly	17	No.		
L	Addressable optical smoke detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings	130	No.		
M	Addressable optical Heat detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings	6	No.		
N	Addressable Break glass Call points wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as follows:	17	No.		
P	Allow for Public address and voice evacuation system complete with all items as described in Schedule of requirement and detailed technical specifications.	1	Item		
Q	Allow for any other item necessary to complete the works.(Itemize)				
	Total carried forward to Grand Total Page 2 NAKURU				
	Summary Nakuru				
	Total carried forward to Grand Total Page 1 NAKURU				
	Total carried forward to Grand Total Page 2 NAKURU				
	GRAND TOTAL TO COLLECTION ELECTRICITY HOUSE NAKURU				

PRICE SCHEDULE OF REQUIREMENT FIRE FIGHTING AND ALARM SYSTEM- MOMBASA					
BILLS OF QUANTITY PAGE1- ELECTRICITY HOUSE MOMBASA					
ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL KSHS.
	<u>Supply and Install the following:-</u>				
A	Intelligent Addressable Fire Alarm Control Panel with manual and automatic alarm initiation; automatic sensitivity control of certain smoke detectors; and multiplexed signal transmission dedicated to fire alarm service only integrated with Paging Microphone Console and Fire Telephone Handset. The system must have a capability of networking at-least 200 panels. The FACP should have On-board printer.	1	Item		
B	Remote Display and Control Panel , allowing the full network information to be transparent on the repeater. Up to 199 of them on the network.	1	No.		
C	Loop Control Module	1	No.		
D	Graphical Control Software , to control fire alarm equipment by means of graphical maps, images, and text for monitoring installation sites and program graphical command buttons for enabling or disabling devices. Should have Simple control buttons to permit the user to Enable/Disable field devices, and also provide a means for Silence/Reset functionality.	1	Item		
E	Client Software and license for the above Software. A minimum of 5 client licenses.	1	Item		
F	Network Communication Module to enable distribution of fire alarm control panels and remote terminals throughout KPLC buildings or group of buildings.	1	No.		
G	IP Interface card to allow connection of the FACP and its network to the Internet. Allow standard Web browser to be used to monitor the fire network and obtain the state of the fire panel network through visual indications.	1	No.		
H	BMS Module to allow integration of FACP and remote terminals with (BMS) and graphics PCs.	1	No.		
	Total carried forward to Grand Total Page 1 MOMBASA				

BILLS OF QUANTITY PAGE2 –ELECTRICITY HOUSE MOMBASA					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS.
A	Bacnet/IP/Modbus Integrator protocol conversion for BACNET, IP and MODBUS networks to link the fire detection and alarm network with third-party building management systems	1	No.		
B	Allow for Server for graphical control software above	1	No.		
C	Allow for Desktop PC for client software above	1	No.		
D	Allow for End user Training, fire marshals to familiarize with equipment location and evacuation response in the event of fire inclusive of a fire Drill	1	Item		
E	Allow for 2 year maintenance per quarter rate	8	No.		
F	Allow for As Built Documentation	1	Item		
G	Allow for cabling Ducting and trunking	1	Item		
H	Allow for making good disturbed surfaces and Remediying of other Defects	1	Item		
J	Allow for provision of Clean Power and protection as APC with a minimum of 3KVA smart UPS type	1	Item		
K	Addressable wall sounder complete with clip fixing assembly	22	No.		
L	Addressable optical smoke detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings	301	No.		
M	Addressable optical Heat detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings	13	No.		
N	Addressable Break glass Call points wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as follows:	41	No.		
P	Allow for Public address and voice evacuation system complete with all items as described in Schedule of requirement and detailed technical specifications.	1	Item		
Q	Allow for any other item necessary to complete the works.(Itemize)				
	Total carried forward to Grand Total Page 2 MOMBASA				
	Summary Mombasa				
	Total carried forward to Grand Total Page 1 MOMBASA				
	Total carried forward to Grand Total Page 2 MOMBASA				
	GRAND TOTAL TO COLLECTION ELECTRICITY HOUSE MOMBASA				

PRICE SCHEDULE OF REQUIREMENT FIRE FIGHTING AND ALARM SYSTEM MBARAKI					
BILLS OF QUANTITY PAGE1- MBARAKI COMPLEX					
ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL KSHS.
	<u>Supply and Install the following:-</u>				
A	Intelligent Addressable Fire Alarm Control Panel with manual and automatic alarm initiation; automatic sensitivity control of certain smoke detectors; and multiplexed signal transmission dedicated to fire alarm service only integrated with Paging Microphone Console and Fire Telephone Handset. The system must have a capability of networking at-least 200 panels. The FACP should have On-board printer.	1	Item		
B	Remote Display and Control Panel , allowing the full network information to be transparent on the repeater. Up to 199 of them on the network.	1	No.		
C	Loop Control Module	1	No.		
D	Graphical Control Software , to control fire alarm equipment by means of graphical maps, images, and text for monitoring installation sites and program graphical command buttons for enabling or disabling devices. Should have Simple control buttons to permit the user to Enable/Disable field devices, and also provide a means for Silence/Reset functionality.	1	Item		
E	Client Software and license for the above Software. A minimum of 5 client licenses.	1	Item		
F	Network Communication Module to enable distribution of fire alarm control panels and remote terminals throughout KPLC buildings or group of buildings.	1	No.		
G	IP Interface card to allow connection of the FACP and its network to the Internet. Allow standard Web browser to be used to monitor the fire network and obtain the state of the fire panel network through visual indications.	1	No.		
H	BMS Module to allow integration of FACP and remote terminals with (BMS) and graphics PCs.	1	No.		
	Total carried forward to Grand Total Page 1 MBARAKI COMPLEX				

BILLS OF QUANTITY PAGE2 –MBARAKI COMPLEX					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS.
A	Bacnet/IP/Modbus Integrator protocol conversion for BACNET, IP and MODBUS networks to link the fire detection and alarm network with third-party building management systems	1	No.		
B	Allow for Server for graphical control software above	1	No.		
C	Allow for Desktop PC for item client software above	1	No.		
D	Allow for End user Training, fire marshals to familiarize with equipment location and evacuation response in the event of fire inclusive of a fire Drill	1	Item		
E	Allow for 2 year maintenance per quarter rate	8	No.		
F	Allow for As Built Documentation	1	Item		
G	Allow for cabling Ducting and trunking	1	Item		
H	Allow for making good disturbed surfaces and Remediying of other Defects	1	Item		
J	Allow for provision of Clean Power and protection as APC with a minimum of 3KVA smart UPS type	1	Item		
K	Addressable wall sounder complete with clip fixing assembly	26	No.		
L	Addressable optical smoke detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings	118	No.		
M	Addressable optical Heat detectors wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as shown in the contract drawings	37	No.		
N	Addressable Break glass Call points wired in fire resistant low voltage cables drawn in 25mm diameter PVC heavy gauge conduits as follows:	26	No.		
P	Allow for Public address and voice evacuation system complete with all items as described in Schedule of requirement and detailed technical specifications.	1	Item		
Q	Allow for any other item necessary to complete the works.(Itemize)				
	Total carried forward to Grand Total Page 2 MBARAKI COMPLEX				
	<u>Summary Mbaraki</u>				
	Total carried forward to Grand Total Page 1 MBARAKI				
	Total carried forward to Grand Total Page 2 MBARAKI				
	GRAND TOTAL TO COLLECTION MBARAKI				

PRICE SCHEDULE OF REQUIREMENT FIRE FIGHTING AND ALARM SYSTEM -STIMA PLAZA

BILLS OF QUANTITY PAGE1 -STIMA PLAZA

ITEM	DESCRIPTION	QTY.	UNIT	RATE	TOTAL KSHS.
	<u>Supply and Install the following:-</u>				
A	Graphical Control Software, to be the Central and Command Monitoring Software to control fire alarm equipment by means of graphical maps, images, and text for monitoring installation sites and program graphical command buttons for enabling or disabling devices. Should have Simple control buttons to permit the user to Enable/Disable field devices, and also provide a means for Silence/Reset functionality. The software should include an extensive History Log to monitor all activations received, and easily analyzed using extensive search methods available.	1	Item		
B	Client Software and license for the above Software. A minimum of 5 client licenses.	1	Item		
C	Network Communication Module to enable distribution of fire alarm control panels and remote terminals throughout KPLC buildings or group of buildings. The network should operate as a peer -to-peer system that allows information exchange among input and output devices and display on any control panel or remote terminal.	1	No.		
D	IP Interface card to allow connection of the FACP and its network to the Internet. Allow standard Web browser to be used to monitor the fire network and obtain the state of the fire panel network through visual indications.	1	No.		
E	BMS Module to allow integration of FACP and remote terminals with building management systems (BMS) and graphics PCs. The interface should allow handling of all network traffic and event prioritization on a PC via an RS232 connection. Should be Compatible with 3rd party graphics systems	1	No.		
F	Bacnet/IP/Modbus Integrator protocol conversion for BACNET, IP and MODBUS networks to link the fire detection and alarm network with third-party building management	1	No.		
	Total carried forward to Grand Total Page 1 Stima Plaza				

BILLS OF QUANTITY PAGE 2- STIMA PLAZA

NO.	DESCRIPTION	QTY.	UNIT	RATE	KSHS.
A	Allow for Server for graphical control software above	1	Item		
B	Allow for Integration of Stima Plaza Software to other branches	1	Item		
C	Allow for Desktop PC for item client software above				
D	Allow for cabling Ducting and trunking		Item		
E	Allow for making good disturbed surfaces and Remediying of other Defects		Item		
F	Allow for Public address and voice evacuation system complete with all items as described in Schedule of requirement and detailed technical specifications.	1	Item		
G	Training on equipment, its installation/configurations and operations for: i) Local 8no. KPLC staff ii)Overseas 4no.KPLC staff		Item Item Item		
H	Factory acceptance test at the manufacturer's factory by 4no. KPLC Staff.		Item		
J	Installation and Commissioning of System and Associated Infrastructure INCLUDING Integrating with Existing Genetic Unified Security Platform (USP)		Item		
K	Allow for provision of Clean Power and protection as APC with a minimum of 3KVA smart UPS type		Item		
	Total carried forward to Grand Total Page 2 Stima Plaza				
	<u>Summary Stima Plaza</u>				
	Total carried forward to Grand Total Page 1 Stima Plaza				
	Total carried forward to Grand Total Page 2 Stima Plaza				
	GRAND TOTAL TO COLLECTION STIMA PLAZA				

**GRAND SUMMARY PAGE
 FIRE FIGHTING AND ALARM SYSTEM ELECTRICITY HOUSE NAKURU, MOMBASA,
 KISUMU, RUARAKA AND MBARAKI.**

	DESCRIPTION	AMOUNT IN KSHS.	CTS.
1	TOTAL CARRIED TO COLLECTION RUARAKA		
2	TOTAL CARRIED TO COLLECTION ELECTRICITY HOUSE- KISUMU		
3	TOTAL CARRIED TO COLLECTION ELECTRICITY HOUSE NAKURU		
4	TOTAL CARRIED TO COLLECTION ELECTRICITY HOUSE MOMBASA		
5	TOTAL CARRIED TO COLLECTION MBARAKI COMPLEX		
6	TOTAL CARRIED TO COLLECTION STIMA PLAZA		
	SUB-TOTAL		
	ADD 16% VAT		
	GRAND TOTAL		

Amount in words-----

Name of Tenderer

Name and Capacity of authorized person signing the Tender

Signature of authorized person signing the Tender

Stamp of Tenderer

Indicate warranty period.....

SECTION VII - SUMMARY OF EVALUATION PROCESS

Evaluation of duly submitted tenders will be conducted along the following three main stages: -

7.1 Part I - Preliminary Evaluation Criteria Under Clause 3.35 of the ITT. These are mandatory requirements. This shall include confirmation of the following: -

7.1.1 *Submission of Tender Security - Checking its validity, whether it is Original; whether it is issued as required in the tender document; whether it is sufficient, whether it is from a bank or institution, whether it is strictly in the format required in accordance with the sample Tender Security Form(s).*

7.1.2 *Submission of Declaration Form(s) duly completed and signed.*

7.1.3 *Submission and considering Tender Form duly completed, signed and stamped.*

7.1.4 *Submission and considering the following:-*

7.1.4.1 *For Local Tenderers and subcontractors*

a) *Company or Firm's Registration Certificate*

b) *PIN Certificate.*

7.1.5 *That the Tender is valid for the period required.*

7.1.6 *Pre-bid meeting and Site visit form signed and stamped form by authorized staff.*

7.1.7 *Valid certificate of registration by the relevant registration body as indicated in the tender.*

7.1.8 *Submission and considering that the required number of sets (original and two(2) copies) of Tender.*

7.1.9 *Submission and considering the Confidential Business Questionnaire:-*

a) *Is fully filled.*

b) *That details correspond to the related information in the bid.*

c) *That the Tenderer is not ineligible as per paragraph 3.2 of the ITT.*

7.1.10 *Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.*

7.1.11 *Notwithstanding the above, considering any outstanding works where applicable and the capacity indicated by the tenderer.*

7.1.12 *That the bidder is registered with Communication Commission of Kenya (CCK).*

7.1.13 *That the bidder is registered with National Construction Authority (Minimum NCA5)*

7.1.14 *Submission of the Implementation Plan and methodology.*

7.1.15 *Submission of comprehensive priced list of spares for two years.*

Tenderers will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under clause 5.

7.2 Part II - Technical Evaluation under clause 3.37 of the ITT. It will include the following stages: -

Part II (a) – These are mandatory requirements

Evaluation of the following Technical information against Tender Requirements and Specifications:-

7.2.1 *Evaluation of the following technical information against Tender Requirements and Specifications:-*

7.2.1.1 *For goods manufactured outside Kenya, applicable relevant valid ISO 9001 certification*

7.2.1.2 *For goods manufactured in Kenya - valid KEBS Diamond Mark of Quality Certificate or KEBS Standardisation Mark Certificate.*

7.2.1.3 *Type Test Certificates and their Reports or Test Certificates and their Reports from the designated bodies for full compliance with Tender Specifications*

7.2.1.4 *The accreditation certificate for the testing laboratory to ISO/ IEC 17025.*

7.2.1.5 *Manufacturer's Authorization Certificate /Form (For all active components including related to the installation of the Fire system, Network devices, UPS, Passive Components **including all** cabling infrastructure.)*

7.2.1.6 *As contained in the following documents –*

a) *Manufacturer's Warranty*

b) *Catalogues and or Brochures and or Manufacturer's drawings*

c) *Schedule of Guaranteed Technical Particulars as per Technical Specifications.*

7.2.1.7 *Considering the Implementation Plan and Methodology.*

7.2.1.8 *Submission of comprehensive priced list of spares for two years*

7.2.2 Detailed Technical Evaluation

The Schedule of Mandatory Guaranteed Technical Particulars (GTP) shall be evaluated against Tender Specifications to confirm compliance of the goods and services to the specifications and evaluation of any deviations and exceptions declared by the Tenderer.

Tenderers will proceed to the next evaluation stage if they qualify in compliance with Parts II (a) above.

Part II (b) - Technical Evaluation under clause 3.20 of the ITT. It will include the following stages: The following will be scored.

No.	Description of criteria	Max Points	Awarded	Remarks
1.1	<p><i>Previous experience: Details of similar projects undertaken successfully within the last 5 years and evidenced by letters of reference from clients, completion certificates for the respective projects.</i></p> <p><u>a)No of Years in operations</u> <i>Above 5 Years – 10 marks 3-5 Years –5Marks 2-3 years –3 marks Below 2 years – 1 marks</i></p> <p><u>b)Implementation of Similar projects (attach LPOs and contract Documents)</u> <i>Above 4 Projects – 10 marks 4 Project’s –5marks 3 Projects – 3 marks 2 Projects –2 marks Below2 Projects – 1 marks</i></p> <p><u>c)Value of Projects Implementation (attach LPO’s and contracts)</u> <i>Kshs .50 Million and above –10 marks Kshs. 20-49 Millions -5 marks Kshs. 10-19 Millions – 3marks Below 10 Millions – 1 marks</i></p>	30		
1.2	<p>Programme of Supply Bidders should provide a Gantt chart for the supply of all equipment that includes all major milestones and details the supply, testing and delivery schedules. The points shall be awarded as follows:</p> <p>i. A bidder who submits a Gantt chart that indicates a supply</p>	20		

No.	Description of criteria	Max Points	Awarded	Remarks
	<p>period of less than or equal to 24 weeks. (20 points)</p> <p>ii. A bidder who submits a Gantt chart that indicates a supply more than 24 weeks (8 points)</p> <p>iii. A bidder who does not submit a Gantt chart at all. 0 points</p>			
1.3	<p>Experience and qualifications of Staff scheduled for the project [certified copies of CV's, certifications and certificates including degrees shall be attached]</p> <p>i. A bidder who presents personnel with more than 3 years working experience in similar installations. (15 points)</p> <p>ii. A bidder who presents personnel with less than 3 years working experience in similar installations qualifications. (5 point.)</p> <p>iii. A bidder who presents personnel with inadequate background qualifications. (0) points</p> <p>b) Academic and professional certificates and evidence of registration with any relevant professional bodies like IEE and others.</p> <p>i) Degree in Electrical engineering (Telecommunication, power or Electronic) (15 points.)</p> <p>ii) Degree in, Information Technology or computer science. (10 point.)</p> <p>iii) Diploma in Electrical, Telecommunication, Electronic or information technology/computer science. (8 point.)</p> <p>iv) Craft certificate in relevant field. (5point.)</p>	30		
1.4	<p>Warranty and After Sales Service</p> <p>Bidders should provide warranties and evidence of presence of LOCAL workshop for after sale services on all equipment as specified in the tender document. 5 Year Manufacturer's warranty for all fire alarm equipment/devices and 1 year for all other devices. The points shall be awarded as follows:</p> <p>i. A bidder who provides the stated requirements. 10 points</p> <p>ii. A bidder who does not provide the stated requirements. 0 points</p>	10		
1.5	<p>Training & FAT</p> <p>Bidders should provide a comprehensive training program for KPLC staff as described in this tender document. The points shall be awarded as follows:</p> <p>i. A bidder who provides a comprehensive training program</p>	10		

No.	Description of criteria	Max Points	Awarded	Remarks
	as per KPLC's requirements 10 points			
	ii. A bidder who provides a training program that only partially meets KPLC's requirements. 3 points			
	iii. A bidder who will provide no training. 0 points			
	Total			

NOTE

1. A bidder must attain a score of at least 80% overall to be eligible for consideration in the financial evaluation.
2. The financial evaluation shall consist of a comparison of the price, including all costs, as well as duties and taxes payable for the equipment

7.3 Part III – Financial Evaluation under clause 3.38 of the ITT.

Evaluation of the following Financial information against Tender Requirements and Specifications:-

NO.	EVALUATION CRITERIA
7.3.1	a) Confirmation of the authenticity of the submitted Tender Security
	b) Confirmation of and considering schedule of rates and prices Bill of Quantities duly completed and signed.
	c) Submission and Confirmation of and considering schedule of rates and prices for priced list of spares duly completed and signed.
	d) Checking that the Tenderer has quoted prices based on all costs including insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable and delivery to the premises of KPLC or designated site(s)
	e) Where applicable, Conducting a financial comparison, including conversion of tender currencies into one common currency
	f) Correction of arithmetical errors
	g) Taking into account the cost of any deviation(s) from the tender requirements
6.3.2	Ascertaining the financial capability through Last Financial Year's audited financial statements issued within the last 18 months which Statements should conform to International Accounting Standards One (IAS 1) which includes the following:- a) Turnover in the Last Financial Year i.e. twelve months of at least 40% of the

	<p><i>total tendered value.</i></p> <p><i>b) Checking and considering that the Tenderer's solvency ratios are acceptable to KPLC and meet the threshold of:-</i></p> <p><i>(ii) for companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, a spot cash balance of a minimum of 20% of the Tender Price. The same should be as evidenced in the certified copies of bank statements at least in ALL days of the month of the Date of the Tender Document.</i></p>
6.3.4	<p><i>Provide documentary evidence of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract.)</i></p>
6.3.5	<p><i>Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-</i></p> <p><i>a) Declared maximum value of business</i></p>
	<p>TOTAL</p>

The Successful Tenderer shall be the one with the lowest evaluated price.

***NOTES: -**

1. For purposes of evaluation, the exchange rate to be used for currency conversion shall be the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).
2. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the works it offers to provide.
3. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.
4. The spot balance of 20% required will be that which is seen in the certified bank statements at least in any day of the month of the Date of the Tender Document.

TABLE OF CLAUSES ON GENERAL CONDITIONS OF CONTRACT

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8.35	Liquidated Damages.....
8.36	Warranty.....
8.37	Resolution of Disputes.....
8.38	Language and Law.....
8.39	Waiver.....

SECTION VIII – GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract *hereinafter referred abbreviated as the GCC* shall form part of the Conditions of Contract in accordance with the law and KPLC’s guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under other parts of the Contract including the Special Conditions of Contract.

8. Definitions

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

“**The Contract**” means the agreement entered into between the Employer and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,

“**The Contractor**” refers to the person or entity whose tender to carry out the Works has been accepted by KPLC.

“**The Contractor’s Tender**” is the completed tendering document submitted by the Contractor to KPLC.

“**The Contract Price**” is the price stated in the Agreement Form and as may thereafter be adjusted in accordance with the provisions of the Contract.

“**Days**” are calendar days; “**Months**” are calendar months.

“**A Defect**” is any part of the Works not completed in accordance with the Contract.

“**The Defects Liability Certificate**” is the certificate issued by Project Manager upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Special Conditions of Contract from the date when the Certificate of Completion issued by KPLC.

“Drawings” include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

“Dayworks” are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“The Goods” includes all of the equipment, machinery, and or other materials, which the Contractor is required to supply, install and commission under the contract.

“The Intended Completion Date” is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

“KPLC” means The Kenya Power & Lighting Company Limited (KPLC)

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Parties” means either KPLC or the Contractor or both as the context so requires.

“Project Manager” is the person named in the Special Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

“Site” is the area defined as such in the Special Conditions of Contract.

“Technical Specifications” means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

“Works” means the construction, repair, renovation or demolition of buildings, roads or other structures and includes the design, supply, installation, testing and commissioning of equipment and materials, site preparation and other incidental services where applicable.

8.2 Application

8.2.1 These General Conditions shall apply in all Contracts made by KPLC for the supply, installation and commissioning of equipment to the extent that they are not superceded by provisions of other parts of contract.

8.3 Country of Origin

8.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

8.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

Standards

8.4.1 The works under this Contract shall conform to the standards mentioned in the Technical Specifications.

8.5 Use of Contract Documents and Information

8.5.1 The Contractor shall not, without the KPLC 's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KPLC in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract.

8.5.2 The Contractor shall not, without the KPLC's prior written consent, make use of any document or information enumerated in paragraph 8.5.1 above.

8.5.3 Any document, other than the Contract itself, enumerated in paragraph 8.5.1 shall remain the property of KPLC and shall be returned (all copies) to KPLC on completion of the Contractor's performance under the Contract if so required by KPLC.

8.6 Patent Rights

8.6.1 The Contractor shall indemnify the KPLC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Employer's country

8.7 Performance Security

8.7.1 The Contractor shall provide KPLC with a Performance Security, being ten percent (10%) of the contract price, within twenty one (21) days of the date of notification of award by KPLC.

8.7.2 The Performance Security shall be issued by a commercial bank located in Kenya and licensed by the Central Bank of Kenya. The Performance Security shall be valid until a date, sixty (60) days beyond the date of issue of the Certificate of Completion and shall denominated in Kenya Shillings.

8.7.3 The Performance Security shall be either one or a combination of the following:
a) An original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.

- b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to KPLC as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

8.7.4 KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's

8.8 Approval before Manufacture

- 8.8.1 All technical details and design drawings for the items to be supplied shall be submitted by the Contractor to KPLC for approval before manufacture.
- 8.8.2 Should the Contractor fail to observe this condition of approval before manufacture, KPLC may decline to accept the goods, or the Contractor shall either replace them or make alterations necessary, but in any case, KPLC shall incur no liability howsoever.

8.9 Inspection and Tests

- 8.9.1 KPLC or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. KPLC shall notify the Contractor in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 8.9.2 The inspections and tests may be conducted in the premises of the Contractor. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KPLC.
- 8.9.3 Should any inspected or tested equipment fail to conform to the Technical Specifications, KPLC may reject the equipment, and the contractor shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to KPLC.

- 8.9.4 KPLC's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Employer or its representative prior to the equipment delivery.
- 8.9.5 Complete test report(s) for all the goods as per Tender Specifications shall be submitted to KPLC for approval before packaging and shipment. No material or goods shall be shipped or delivered without written approval from KPLC.
- 8.9.6 Should any inspected or tested goods fail to conform to the specifications, KPLC shall reject the goods, and the Contractor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to KPLC. The period for replacement or alterations together with delivery to KPLC shall be fourteen (14) days or as may otherwise be specified in the notice of rejection.
- 8.9.7 The Contractor shall collect the rejected goods within fourteen (14) days from the date of notification of rejection. If the rejected goods are not collected within this period, the goods will be disposed of by KPLC guided by the Disposal of Uncollected Goods Act, Chapter 38 of the Laws of Kenya.
- 8.9.8 Notwithstanding any previous inspection(s) and test(s) KPLC shall inspect and may test the goods upon arrival at the indicated site. Where KPLC inspects and rejects the goods after the goods arrival, KPLC shall claim from the Supplier the full cost of the goods including delivery charges to KPLC premises or other indicated site and other incidental costs incurred in relation thereof.
- 8.9.9 KPLC's right to inspect, test and where necessary, reject the goods after their arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by KPLC or its representative(s) prior to the goods delivery.
- 8.9.10 For the avoidance of doubt, any acknowledgement by KPLC on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory delivery without duly authorized approval by KPLC.
- 8.9.11 Nothing in clause 8.9 shall in any way release the Contractor from any warranty or other obligations under this Contract.

8.10 Pre-Shipment Verification of Conformity (PVoC)

8.10.1 All Contractors of imported goods and or products must obtain a Certificate of Conformity issued by an authorized KEBS appointed partner prior to shipment.

The Certificate is a mandatory customs clearance document in Kenya. KEBS has appointed a number of Inspection Bodies to perform the PVoC programme on their behalf depending on the country of supply origin. The cost of pre-shipment verification shall be borne by the Contractor

Full information on authorized inspection bodies should be obtained from KEBS.

8.11 Packaging and Labeling

8.11.1 The contractor shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

8.11.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be expressly provided for in the Contract

8.11.3 The labeling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.

8.11.4 The goods shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.

8.11.5 The Contractor shall enclose a packing list in each package and all documents relating to the Contract shall show the Contract Number detailed against the items.

8.12 Delivery and Documents

8.12.1 Delivery of the equipment, manuals, drawings, documents required under the contract and installation of the same shall be made by the Contractor in accordance with the terms specified by KPLC in its Schedule of Requirements and the Special Conditions of Contract

8.12.2 Any late or non-submission of the documents required for payment shall be treated as part of non-performance on the part of the Contractor and KPLC shall be entitled to call up the Performance Security.

8.12.3 The Contractor should notify KPLC in writing of its intention to deliver goods fourteen (14) days prior to delivery, and a further confirmation two (2) working days before actual delivery to the designated delivery point.

8.13 Liability and Insurance

8.13.1 The goods supplied under the Contract shall be fully insured by the contractor against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in this contract (Delivery Duty Paid terms)

8.13.2 The Contractor shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance of Works under the contract.

8.13.3 The Contractor shall (*except in respect to losses, injuries or damage resulting from any act or neglect of KPLC*) indemnify and keep indemnified KPLC against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

8.14 Payment

8.14.1 The method and conditions of payment to be made to the Contractor under this Contract shall be specified in the Special Conditions of Contract.

8.14.2 Payments shall be made by the Procuring entity as specified in the Special Conditions of Contract.

8.14.3 It is the responsibility of the Contractor to ensure that the documents required for payment under the contract are received by KPLC. The required documents are as follows;

18.14.3.1 Required documents for payment of 50% of the contract amount

- (i) Contractor's invoice showing the goods/works description, quantity, unit price and total price*
- (ii) Delivery note for every consignment originating from the party contracted by KPLC. The Delivery Note should be serialized, dated and contain the number of the Official Purchase Order*
- (iii) Copy of the Certificate of Conformity (CoC) and/or Manufacturer's warranty certificate (where applicable)*
- (iv) Packing list identifying contents of each package which list should include casing number, full description of the items and the quantities in each package.*

18.14.3.2 Required documents for payment of 40% of the contract amount

- (i) Contractor's invoice showing the goods/works description, quantity, unit price and total price*
- (ii) Completion certificate*

18.14.3.3 Required documents for payment of 10% of the contract amount

- (i) Contractor's invoice showing the goods/works description, quantity, unit price and total price*
- (ii) Take-over certificate*

8.15. Interest

18.15.1 Interest payment by KPLC is inapplicable in the contract.

8.16. Prices

8.16.1 Subject to clause 15.2 herein-below, prices charged by the Contractor for the works performed under the contract shall, be fixed for the period of the contract with no variations.

18.6.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

8.17. Variations

8.17.1 KPLC and the Contractor may vary the contract only in accordance with the following: -

- a) *the quantity variation for goods and services shall not exceed ten percent (10%) of the original contract quantity.*
- b) *the quantity variation for works shall not exceed ten percent (15%) of the original contract quantity.*
- c) *The price or quantity variation must be executed within the period of the contract.*

8.18 Assignment

17.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with KPLC's prior written consent.

8.19 Subcontracts

18.1 The Contractor shall notify KPLC 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 contractor from any liability or obligation under the Contract

8.20 Project Manager

8.20.1 KPLC shall appoint a Project Manager who shall be an employee of KPLC and who will be responsible for the overall management of the Works. The names and contacts of the person appointed as the Project Manager shall be communicated to the Contractor once such appointment is made.

8.20.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between KPLC and the Contractor.

8.20.2 The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractor.

8.21 Works

8.21.1 The Contractor shall perform the Works in accordance with the Technical Specifications and the Implementation Program submitted by the Contractor.

8.22 Safety at the Work Sites

8.22.1 The Contractor shall be responsible for the safety of all activities on the sites where Works are performed.

8.23. Discoveries

8.23.1 Anything of historical or other interest or of significant value unexpectedly discovered on site where the Works are being carried out shall be the property of KPLC. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

8.24 Access to Site (s)

8.24.1 The Contractor shall allow the Project Manager and any other person authorised by the Project Manager, access to the site (s) where Works are carried out and to any place where work in connection with the contract is being carried out or is intended to be carried out.

8.25 Instructions

8.25.1 The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.

8.26 Dayworks

8.26.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

8.26.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

8.26.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

8.27 Early Warning

8.27.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Works, increase the contract price or delay the execution of the Works.

The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and completion date. The estimate shall be provided by the Contractor as soon as reasonably possible.

8.27.2 The Supplier shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Works and in carrying out any resulting instructions of the Project Manager.

8.28 Defects

8.28.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Works that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor.

8.28.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period which begins after signing of the Certificate of Acceptance by KPLC. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

8.28.3 When notice of a defect is given; the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

8.29 Retention/Defects Liability

8.29.1 KPLC shall retain 10% of the Contract Price for the duration of the Defects Liability Period after issuing the Certificate of Completion for the whole of the Works.

8.30 Completion and taking over

8.30.1 Upon assessment by the Project Manager that the Works are complete, KPLC shall issue the Contractor with a Certificate of Completion.

8.31 Early Completion

8.31.1 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

8.32 Corrupt gifts

8.32.1 The Contractor shall not offer or give or agree to give to any person in the service of the KPLC any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for KPLC for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with KPLC.

8.32.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Disposal Regulations 2005 and the regulations made thereunder.

8.33 Termination

8.33.1 KPLC may, without prejudice to any other remedy for breach of contract, by written notice sent to the *Contractor*, terminate this contract in whole or in part due to any of the following: -

- a) *if the Contractor fails to perform any obligation(s) under the contract.*
- b) *if the Contractor in the judgment of KPLC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*
- c) *by an act of force majeure.*

- d) *if the Contractor becomes insolvent or bankrupt*
- e) *if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.*
- f) *the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;*
- g) *the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;*
- h) *if the Contractor abandons or repudiates the Contract*

- 8.33.2 KPLC may by written notice sent to the Contractor, terminate the Contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for KPLC's convenience, the extent to which performance, by the Contractor, of the Contract, is terminated and the date on which such termination becomes effective.
- 8.33.3 For the remaining part of the Contract after termination for convenience, KPLC may pay to the Contractor an agreed amount for partially completed satisfactory performance of the Contract.
- 8.33.4 In the event that KPLC terminates the Contract in whole or in part for any of the reasons provided for in 80.20.1, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered or not rendered, and the Contractor shall be liable to KPLC for any excess costs for such similar goods and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of KPLC.
- 8.33.5 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.
- 8.33.6 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.
- 8.33.7 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

8.34 Force Majeure

- 8.34.1 *Force majeure* means any circumstances beyond the control of the parties, including but not limited to: -
- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
 - b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*

- c) *rebellion, revolution, insurrection, military or usurped power and civil war;*
- d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
- e) *un-navigable storm or tempest at sea.*

8.34.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default nor in breach of its obligations under the contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the Contract entered into by the parties.

8.34.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.

8.34.4 Upon the occurrence of any circumstances of *force majeure*, the Supplier shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Contractor shall notify KPLC of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Contractor shall not take any such steps unless directed so to do by KPLC.

8.34.5 If the Contractor incurs additional costs in complying with KPLC's directions under sub clause 7.28.4, then notwithstanding the provisions of the Contract, the amount thereof shall be agreed upon with KPLC and added to the contract price.

8.34.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the Contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

8.35 Liquidated Damages

Notwithstanding and without prejudice to any other provisions of the contract, if the Contractor fails to perform any or all of the Works within the period specified in the contract, KPLC shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed Works up to a maximum of ten percent (10%) of the Contract price of the delayed Works.

8.36 Warranty

- 8.36.1 The Contractor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that the goods supplied under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied goods under the conditions obtaining in Kenya.
- 8.36.2 This warranty will remain valid for twelve (12) months after the Works or any portion thereof as the case may be, have been performed as indicated in the contract.
- 8.36.3 KPLC shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 8.36.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective Works without cost to KPLC.
- 8.36.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, KPLC may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which KPLC may have against the Contractor under the Contract.

8.37 Resolution of Disputes

- 8.37.1 KPLC and the Contractor may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 8.37.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, the parties may resort to resolution before a recognized local forum for the resolution of the disputes.

8.38 Language and Law

- 8.38.1 Language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

8.39 Waiver

Any omission or failure by KPLC to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Supplier shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of KPLC's powers and rights as expressly provided in and as regards this contract.

SECTION IX – SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and KPLC's guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by KPLC if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

No.	GCC Reference Clause	Particulars of SCC
	8.14 Terms of Payment	<i>The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents.</i>
	8.15 Project Manager	<i>The Project Manager appointed by KPLC: Name: Dick Kwinga Address:30099,e-mail:Dkwinga@kplc.co.ke Telephone:</i>
	8.16 Defects Liability Period	<i>6 months after date of commissioning and presentation of completion certificate.</i>

	8.17 Authorized distributor	<i>Attach Manufacturer's Authorization Forms</i>
	8.18 Warranty	<i>5 Year Manufacturer's warranty for all fire alarm equipment/devices</i>
		<i>1 Year on all other devices</i>
	8.19 Support	<i>2 Years comprehensive preventive and maintenance contract</i>
	8.20 Reference	<i>At least 5 similar reference sites within country with contact number of the customer</i>
	8.21 Electrical Engineering Services	<i>Category of Registration with National Construction Authority (Minimum NCA 5)</i>
	8.22 Local Support	<i>Equipped local lab and qualified/certified personnel to provide after sale support</i>
	8.23 System Hardware Reliability	<i>Service without removing from rack or taking unit off-line</i>
	8.24 Spares	<i>Stored locally by contractor for fast replacement and minimum down time of the system.(attach necessary list spare parts)</i>

SECTION X - TECHNICAL SPECIFICATIONS

PART I

FIRE ALARM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings & fire alarm schematic, PAVA / BGM specifications, drawings and schematic.

1.2 SUMMARY

- A. This Section includes fire alarm systems with manual stations, detectors, signal equipment, controls, and devices.
- B. Cause & Effect programming
- C. Pre-commissioning & commissioning

1.3 DEFINITIONS

- A. FACP: Main fire alarm control panel.
- B. FARP: Fire Alarm Repeater Panel.
- C. LED: Light-emitting diode.
- D. GUI: Graphic User Interface

1.4 SYSTEM DESCRIPTION

- A. General: Addressable-analog system with manual and automatic alarm initiation; automatic sensitivity control of certain smoke detectors; and multiplexed signal transmission dedicated to fire alarm service only.
- B. Public address, voice alarm & BGM as in the separate section of the specifications to read in conjunction with this document.
- C. Scope of Work: Provide the following:
 - 1. FACP, manual stations, automatic fire detectors, interface with other systems, wiring, wire-ways and all accessories to form a complete system.
 - 2. Remote annunciator(s) / Repeater panels

3. Graphic annunciator(s).
4. Fire-fighters telephone sub-system.
5. Interface with Public Address System.
6. Voice evacuation sub-system.
7. Connection to BMS system, including interface elements such as software protocol, relays, transducers, etc., BMS schedules, and shown on the Drawings.
8. Interface to the following systems to be done

1	Lift
2	FAHU (AHU to be interfaced based on mech plan)
3	Flow switch
4	Butterfly valve
5	Smoke extract fan
6	FM-200
7	Auto dialer / Solft integration to civil defense control room as applicable
8	BMS
9	Access Control
10	Car park barrier
11	Stair press fan
12	LPG solenoid valve
13	Motorized smoke dampers
14	Door holders for fire doors.
15	PA system
16	CCTV system
17	Any other specific requirement to be discussed & finalize.

- D. Product Certificates: Signed by manufacturer, certifying that they will support their local distributor & supervise the installation work, cause & effect programming & the final commissioning.
- E. Installer Certificates: Signed by manufacturer certifying that installers comply with requirements.

- F. Sound Levels: Acoustic calculations to be submitted for all areas with voice alarm system. In addition to achieving the required dB levels, the intelligence (STI – Speech Transmission Index) measurements must be submitted before the final approval of the system is done. The acoustic calculations should be counter signed by the manufacturers.
- G. The submitted acoustic calculations must be demonstrated at site at the time of commissioning / handover.
- H. The fire alarm shall be soft integrated with voice alarm / PA system. The PAVA system compliance to be submitted along with the fire submittal. The PA / BGM system can be combined with the voice alarm system (As mentioned in NFPA-72, and same head end equipment to be used for both the system. All materials to have relevant 3rd party approval (of any one of the specified agencies mentioned in this document) to life safety standards & all the cables used must be fire rated to at-least 2 hours.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the following:

- 1.NFPA 70
- 2.NFPA 72
- 3.NFPA 101
- 4.BS 5839 part 1 and 8
- 5.EN 54

- B. All components of the fire alarm system including system hardware and software shall have a 3rd party approval. The followings approvals are accepted: LPCB, UL, VdS, BSI / Kite mark listed. In addition to this, system / brand should be approved for life safety applications by the local civil defense authorities. .

1.11 MANUFACTURER'S

- A. The following brands of fire alarm, PA / BGM system are recommended for this project.

Ateis
Siemens
Notifier
Bosch

- B. Other brands can be considered conditional to complying to the project specifications & non-availability of the above specified brands.

PART 2 - PRODUCTS

2.1 FUNCTIONAL DESCRIPTION OF SYSTEM

- A. Control of System: By FACP.
- B. The system must have a capability of networking at-least 200 panels. The control panels & repeater panels must be in an class A wiring architecture.
- C. All repeater panels are sitting on the same panel network, hence sharing all the network information. Repeater panels that sit on the detection loop or spurred directly from the FACP is not accepted. The repeater panel is a network repeater panels allowing the full network info to be transparent on the repeater. Up to 199 of them on the network.
- D. The Fire Alarm Control Panel can measure the voltages of in / out of the loops, can detect the earth leakage voltage precisely, and can measure the full current of each loop to make sure all the assumed current and battery calculations is done properly.
- E. Panel to panel distance must be at-least 1.5Kms, and the panel network must have a capacity to be extended to at-least 20 Kms.
- F. The FACP can be fully integrated with the smoke management system, where each action from the handling units / dampers / fans can be monitored or have a feedback to the system.
- G. The Mimic Panel is connected on the network of panels. It is a network mimic panel and not related to individual FACP. Mimic panels which are connected directly on the detection loop or spurred from the FACP is not acceptable. Up to 199 of them a network.
- H. Fire Telephone Master Console to be fully integrated on the same panel (19"rack) and in the same enclosure. Up to 7 masters can be integrated on the network.
- I. The PAVA touch screen is fully integrated on the FACP enclosure, where it can manage and control the entire network of PAVA system form the same location. Up to 128 master touch screens can be integrated on a 128 FACP panels. Each touch screen can act as a master PAVA console with paging, music routing, fully system monitoring "end to end", messages routing, volume control per zone, and full control of the PAVA network with 100 levels of priorities that can be set.

- J. Programmable key switches should be available on the panel itself, so that customized control switching for smoke / lift management can be installed directly on the panel.
- K. BACnet / Modbus / ASCII can be transmitted from the network gateway, which should be sitting on the same redundant network. Allowing the easy communication to different protocols either on RS232 cable or IP based communication.
- L. Up to 1000 zones can be set on a network via Dynamic Zoning. In this case each zone has unique number on the 200 panel network.
- M. Loop transmission diagnostic feature must be available, allowing the FACP to investigate the complete loop communication for healthiness.
- N. System Supervision: Automatically detect and report open circuit, short circuit, and ground fault of wiring for initiating device, signaling line, and notification-appliance circuits. System shall detect ground fault by panel, loop circuit, and group of devices.
- O. Priority of Signals: Automatic alarm response functions resulting from an alarm signal from 1 zone or device are not altered by subsequent alarm, supervisory, or trouble signals. An alarm signal has the highest priority. Supervisory and trouble signals have second- and third-level priority. Higher-priority signals take precedence over signals of lower priority, even when the lower-priority condition occurs first. Annunciate and display all alarm, supervisory, and trouble signals regardless of priority or order received.
- P. System Reset: All zones are manually re-settable from the FACP after initiating devices are restored to normal.
- Q. System shall continually monitor any changes in the sensitivity of individual smoke or heat sensors due to environmental effects.
- R. Third Party integrator shall provide all necessary hardware, software, and auxiliaries to ensure the following functions are fulfilled:
 - 1. One main Graphic User Interface (GUI) located in the Main Fire Control Room shall control and monitor all fire alarm system points. It shall be possible to connect multiple GUI in the network if desired by the Client to have backup.
- S. System Alarm Capability during Circuit Fault Conditions: System wiring and circuit arrangement prevent alarm capability reduction when a single ground occurs in an initiating device circuit, signal line circuit, or notification-appliance circuit.
 - 1. Initiating Device Circuits (IDC) System Wiring: Class A, Style 7.
 - 2. Signaling Line Circuits (SLC) System Wiring: Class B,.

3.Notification Appliance Circuits (NAC): Class B.

- T. Speaker circuits (NAC) to be class B wiring, and circuit monitoring should be by monitoring any changes in the cable impedance, & should not be with an end of line resistance method
- U. Loss of primary power at the FACP initiates a trouble signal at the FACP and the annunciator. The FACP indicates when the fire alarm system is operating on the secondary power supply
- V. Basic Alarm Performance Requirements: Unless otherwise indicated, automatic alarm operation of a smoke or flame or heat detector initiates the following:
 - 1. Activation of Positive Alarm Sequence at FACP.
 - 2. Notification-appliance operation (stage 2).
 - a. Evacuation signal in zone of incident and adjacent zones; alert signal in remaining parts of building.
 - b. Evacuation signal throughout the building.
 - c. Activation of visual strobes.
 - 3. Identification at the FAPC and the remote annunciator(s) of the zone originating the alarm.
 - 4. Identification at the FAPC and the remote annunciator(s) of the location and the type of device originating the alarm.
 - 5. Unlocking of electric door locks (such as doors controlled by SACS) in designated egress paths.
 - 6. Release of fire and smoke doors held open by magnetic door holders.
 - 7. Recall of elevators.
 - 8. CCTV camera(s) shall start recording the event.
 - 9. Shutdown LPG system serving area under alarm.
 - 10. Shutdown selected BHS equipment as pre-scheduled, and as per the Cause & Effect matrix.
 - 11. Shut off public address and music equipment.
 - 12. Shut off public address (PA) and music equipment and use PA system to broadcast the fire alarm evacuation/alert signals.
 - 13. Shut off public address (PA) and music equipment and broadcast fire alarm evacuation/alert signals through voice/alarm communication system.
 - 14. Shutdown of fans and other air-handling equipment serving zone when alarm was initiated.
 - 15. Closing of smoke dampers in air ducts of system serving zone where alarm was initiated.
 - 16. Recording of the event in the system memory.
 - 17. Initiate operation of smoke management system.
 - 18. Operation of smoke curtains.
 - 19. Recording of the event by the system printer.

- W. All operations shall be according to the approved cause & effect matrix.
- X. Alarm Silencing, System Reset and Indication: Controlled by switches in the FACP and the remote annunciator(s).
1. Silencing-switch operation halts alarm operation of notification appliances and activate an "alarm silence" light. Display of identity of the alarm zone or device is retained.
 2. Subsequent alarm signals, from other devices or zones, shall reactivate notification appliances, until silencing switch is operated again.
 3. When alarm-initiating do not return to normal and system reset switch is operated, notification appliances operate again until alarm silence switch is reset.
 4. When fire alarm system is reset, all auxiliary systems shall be released from fire mode.
- Y. Sprinkler valve-tamper switch operation initiates the following:
1. A supervisory, audible, and visible "valve-tamper" signal indication at the FACP and the annunciator.
 2. Recording of the event by the system printer.
 3. Recording of the event in the system memory.
- Z. Fire-pump power failure, including a dead-phase or phase-reversal condition, initiates the following:
1. A supervisory, audible, and visible "fire-pump power failure" signal indication at the FACP and the annunciator.
 2. Recording of the event by the system printer.
 3. Recording of the event in the system memory.
- AA. Remote Detector Sensitivity Adjustment: Manipulation of controls at the FACP causes the selection of specific addressable smoke detectors for adjustment, display of their current status and sensitivity settings, and control of changes in those settings. Same controls can be used to program repetitive, scheduled, automated changes in sensitivity of specific detectors.
- BB. Removal of an alarm-initiating device or a notification appliance initiates the following:
1. A "trouble" signal indication at the FACP and the annunciator for the device or zone involved.
 2. Recording of the event by the system printer.
 3. Recording of the event in the system memory.
- CC. Printout of Events: On receipt of the signal, print alarm, supervisory, and trouble events. Identify zone, device, and function. Include type of signal (alarm,

supervisory, or trouble), and date and time of occurrence. Differentiate alarm signals from all other printed indications. Also print system-reset event, including the same information for device, location, date, and time. Commands initiate the printout of a list of existing alarm, supervisory, and trouble conditions in the system and a historical log of events.

DD. MFAC Alphanumeric Display: Plain-English-language descriptions of alarm, supervisory, and trouble events; and addresses and locations of alarm-initiating or supervisory devices originating the report. Display monitoring actions, system and component status, system commands, programming information, and data from the system's historical memory.

EE. Expansion Capability: Increase number of devices in the future by 25 percent above those indicated without adding any internal or external components or cable conductors.

FF. System software shall be using standard and open protocols. Carry out Software integration with other specified systems including Fire Alarm itself through a standard protocol such as Lonworks and Bacnet.

GG. BMS Monitoring:

1. Alarm corresponding to building or zone
2. Trouble corresponding to FACP / Annunciators

2.2 MANUAL STATIONS

A. Description: Fabricated of metal or plastic, and finished in red with molded, raised-letter operating instructions of contrasting color.

1. Double-action mechanism requires 2 actions to initiate an alarm, lift-cover and break glass.
2. Station Reset: Key or wrench operated;
3. Indoors Protective Shield: Factory-fabricated clear plastic enclosure, hinged at the top to permit lifting for access to initiate an alarm. Lifting the cover actuates an integral battery-powered audible horn intended to discourage false alarm operation.
4. Weatherproof Protective Shield: Factory-fabricated clear plastic enclosure, hinged at the top to permit lifting for access to initiate an alarm.
5. Manual station shall be addressable type to communicate manual-station status (normal, alarm, or trouble) to the FACP.
6. Manual station shall have integral LED.
7. Manual station shall have integral test switch.

2.3 OPTICAL SMOKE DETECTORS

A. General: Include the following features:

1. Analogue addressable type, with built-in isolators , and with capacity to load up to 240 of this device in one fire alarm loop.
2. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
3. Plug-in Arrangement: Detector and associated electronic components are mounted in a module that connects in a tamper-resistant manner to a fixed base with a twist-locking plug connection. Terminals in the fixed base accept building wiring.
4. Integral Visual-Indicating Light: LED type. Indicates detector has operated. LED brightness shall be high enough such that it could be clearly distinguished with naked eye at 6 meters distance with ambient lighting conditions.
5. Sensitivity: Can be tested and adjusted in-place after installation.
6. Mounting: Surface or semi-recessed ceiling mounted type, located as shown on Drawings, with head removable from fixed twist-lock base. Removal of detector head is to interrupt supervisory circuit and cause trouble signal at control panel.
7. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.
8. Circuitry for 2-way communication with the FACP: Each time the detector is polled, it is to communicate its type (ionization, optical, etc.) and an analog/digitally-encoded value corresponding to its sensitivity and status with microcomputer processing in the control unit. Detector shall be addressed either using dip switches or through soft-addressing mechanism.
9. The detector must have LPCB, UL or BSI / kite mark approval, and must be approved by the local civil defense authorities.
10. Remote Controllability: Unless otherwise indicated, detectors are analog-addressable type, individually monitored at the FACP for calibration, sensitivity, and alarm condition, and individually adjustable for sensitivity from the FACP.
11. All Smoke detectors to have double dust trap, or should have dual optical LED signal to avoid false alarms from dust, steam or insects. *The detection features are enhanced with the addition of a bi-color 360° LED at the centre of the detectors. The LED glows either green or red to indicate its states such as normal, fault conditions, and fire conditions.*
12. Smoke detector to have the following features, but not limited to this.
 - Double dust trap and protection screen prevent entry of dust or small insects
 - Choice of various sensitivity levels
 - ‘Safe’ (manual) addressing
 - Up 240 devices in a loop.
 - Responsive to magnet tests
 - Tamper detection and fault indication on fire panel
 - LED indicator with 360° visibility
 - Automatic drift compensation

B. Beam-Type Smoke Detector: The beam detectors should be loop powered type.

- i) The Beam Sensors combines an infrared transmitter and receiver in the same discrete unit and operates by projecting a well defined beam to a reflective prism, which returns the beam to the receiver for analysis.
- ii) The Multi Head System allows up to four beam detectors to be installed on one controller to further streamline set up and installation. The beam can be fully adjusted, controlled and annually tested from the low-level system controller. A built in laser pointer facilitates the placement of prism reflectors. To protect distances from 50m to 100m, four prisms are required.
- iii) Up to 4 beam detectors per system controller in areas where more than one detector will be installed in the same area.
- iv) Must have Laser assisted alignment and Building shift compensation
- v) Loop powered, loop signaled will be accepted if architectural restrictions don't come in the way of installing a separate transmitter and receiver on both end of the hall.

2.4 OTHER DETECTORS (APPLY AS SHOWN ON DRAWINGS)

- A. Heat Detector, Combination Type: Actuated by either a fixed temperature of 57 / 58 deg. C (135 deg. F) or rate of rise of temperature that exceeds 8.3 deg. C (47 deg. F) per minute, unless otherwise indicated.
 - 1. Analogue addressable type, with built-in isolators , and with capacity to load upto 240 of this device in one fire alarm loop.
 - 2. Mounting: Adapter plate for outlet box mounting.
 - 3. Addressing should be by soft addressing techniques.
 - 4. Mounting: Plug-in base, interchangeable with smoke detector bases.
 - 5. Mounting: Surface or semi-recessed ceiling mounted type, located as shown on Drawings, with head removable from fixed twist-lock base. Removal of detector head is to interrupt supervisory circuit and cause trouble signal at control panel. Normal flat surface coverage is to be over 50 m².
 - 6. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.
 - 7. The detector must have LPCB, UL or BSI / kite mark approval, and must be approved by the local civil defense authorities.
 - 8. Circuitry for 2-way communication with the FACP: Each time the detector is polled, it is to communicate its type and an analog/digitally-encoded value corresponding to its sensitivity and status with microcomputer processing in the control unit. Detector shall be addressed either using dip switches or through soft-addressing mechanism.

- B. Heat Detector, Fixed-Temperature Type: Actuated by temperature that exceeds a fixed temperature of 57 deg. C.
1. Analogue addressable type, with built-in isolators , and with capacity to load upto 240 of this device in one fire alarm loop.
 2. Mounting: Adapter plate for outlet box mounting.
 3. Addressing must be by soft addressing techniques.
 4. Mounting: Plug-in base, interchangeable with smoke detector bases.
 5. Mounting: Surface or semi-recessed ceiling mounted type, located as shown on Drawings, with head removable from fixed twist-lock base. Removal of detector head is to interrupt supervisory circuit and cause trouble signal at control panel.
 6. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.
 7. The detector must have LPCB, UL or BSI / kite mark approval, and must be approved by the local civil defense authorities.
 8. Circuitry for 2-way communication with the FACP: Each time the detector is polled, it is to communicate its type and an analog/digitally-encoded value corresponding to its sensitivity and status with microcomputer processing in the control unit. Detector shall be addressed either using dip switches or through soft-addressing mechanism.

2.5 NOTIFICATION APPLIANCES

- A. Description: Equip for mounting as indicated and have screw terminals for system connections.
- B. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly. Combination Audible/Visible (A/V) Notification Appliances shall be used.
- C. Visible alarm devices. Should be addressable and loop powered, operating on 15-40V with light output intensity range (user selectable) of 0.5 / 1 Cd. The flashing rate should also be selectable between 0.5 and 1 Hz. The device must have operating temperatures of -10C to +55C.
- D. Refer to the PAVA / BGM specifications for speaker selection.

2.6 FIREFIGHTERS' TELEPHONES/

- A. The fire telephone should be fire rated and must comply with BS-5839 par 9 and must be suitable for use of a combined fire telephone and disabled refuge call system as applicable, capable of full duplex audio.
- B. Each system must have a capacity for up-to 32 exchanges units.

- C. Must control up-to 8 independent lines
- D. As the fire fighters' telephone comes into action in areas where radio or mobile communication signals may not work, or have failed, the system must have a master handset with 8 line exchange, and the out stations should be a telephone handset or jack points as specified in the drawings.
- E. Provision must be there for using upto 8 master handsets per system, with a maximum of 256 lines (for connection of telephone jacks / field telephone).
- F. Each line must be addressable, with 16 character name for addressing each line.
- G. For key locations, provision must be available to have addressable telephone jacks, and the address must be displayed in the fire panel in addition to the required displays in the fire telephone panel.
- H. System must have LPCB, UL or BSI / kite mark approval, and must be approved by the local civil defense authorities.

2.7 MAGNETIC DOOR HOLDERS (IF USED)

- A. Magnetic door holders should be connected to the fire alarm system to release the door in case of any fire. The power supply for these door holders should not be taken from the fire alarm battery.
- B. As magnetic door holders should be procured by the security system supplier, in-coordination with the door suppliers.

2.8 FIRE ALARM CONTROL PANEL (FACP)

- A. Cabinet: Lockable steel enclosure. Arrange interior components so operations required for testing or for normal maintenance of the system are performed from the front of the enclosure. If more than one unit is required to form a complete control panel, fabricate with matching modular unit enclosure to accommodate components and to allow ample gutter space for field wiring and interconnecting panels
- B. FACP should be of analogue addressable fire alarm control panels that function as control and indicating equipment for a range of fire detection and alarm devices. The fire alarm control panel is the central device in a life safety system involving fire detection, encompassing additional control panels, repeater panels, mimic panels, remote control and display terminals, manual call points, smoke and heat detectors, sounders, beacons, and relays. Panel must come with provisions for 2, 4 and 8 loops, to be selected on the basis on the site conditions.
- C. The control panels should be made of metal and provide the option of surface or flush mounting and different finishes such as stainless steel or RAL colors.

Sufficient mounting knockouts are provided to accommodate all wiring requirements.

- D. The control panel housing has IP30 protection and restricts access to the control buttons without a key or special tool.
- E. The front-side of the panel must have a graphic LCD screen with LED status indicators, control buttons, alphanumeric keypad, and navigation buttons
- F. The analogue addressable fire alarm control panel displays the address, type, and status of each device on the loop.
- G. Each fire detection loop should accommodate up to 240 fire alarm devices with inbuilt isolators, and the loop length should be extend up to 2 km depending on load and loop length calculations.
- H. Programming options allow a user to assign zones to fire detection and alarm devices on the loop and furthermore link them with actions such as fire or fault signals to be initiated when the devices are in the alarm mode by means of advanced AND/OR logic operations.
- I. The loop driver circuit on the base card is equipped with inbuilt short circuit isolators to ensure uninterrupted communication between the panel and first device on the loop.
- J. Each fire detection and alarm device on the loop to be equipped with an inbuilt isolator to minimize loss of communication in case of short circuits.
- K. The fire alarm control panel allows programming of complex 'cause & effect' functionalities to either a single output device or group of output devices (sounders, beacons, relays to respond to a fire or alarm signal for input devices. Up to 200 output groups on a network of 1000 zones can be programmed from the control panel. Delays can be introduced to allow phased evacuation in a building.
- L. Fire panel & repeater panels must be wired as a fault tolerant class A loop. Fire rated copper cable to be used for this network.
- M. All repeater panels are sitting on the same panel network, hence sharing all the network information. Repeater panels that sit on the detection loop or spurred directly from the FACP is not accepted. The repeater panel is a network repeater panels allowing the full network info to be transparent on the repeater. Up to 199 of them on the network.
- N. The Fire Alarm Control Panel can measure the voltages of in / out of the loops, can detect the earth leakage voltage precisely, and can measure the full current of each loop to make sure all the assumed current and battery calculations is done properly.

- O. Panel to panel distance must be at-least 1.5Kms, and the panel network must have a capacity to be extended to at-least 20 Kms.
- P. The FACP can be fully integrated with the smoke management system, where each action from the handling units / dampers / fans can be monitored or have a feedback to the system.
- Q. The Mimic Panel is connected on the network of panels. It is a network mimic panel and not related to individual FACP. Mimic panels which are connected directly on the detection loop or spurred from the FACP is not acceptable. Up to 199 of them a network.
- R. Fire Telephone Master Console to be fully integrated on the same panel (19"rack) and in the same enclosure. Up to 7 masters can be integrated on the network.
- S. The PAVA touch screen is fully integrated on the FACP enclosure, where it can manage and control the entire network of PAVA system form the same location. Up to 128 master touch screens can be integrated on a 128 FACP panels. Each touch screen can act as a master PAVA console with paging, music routing, fully system monitoring "end to end", messages routing, volume control per zone, and full control of the PAVA network with 100 levels of priorities that can be set.
- T. Programmable key switches should be available on the panel itself, so that customized control switching for smoke / lift management can be installed directly on the panel.
- U. BACnet / Modbus / ASCII can be transmitted form the network gate way, which should be sitting on the same redundant network. Allowing the easy communication to different protocols either on RS232 cable or IP based communication.
- V. Up to 1000 zones can be set on a network via Dynamic Zoning. In this case each zone has unique number on the 200 panel network.
- W. Loop transmission diagnostic feature must be available, allowing the FACP to investigate the complete loop communication for healthiness.
- X. System Supervision: Automatically detect and report open circuit, short circuit, and ground fault of wiring for initiating device, signaling line, and notification-appliance circuits. System shall detect ground fault by panel, loop circuit, and group of devices.

- Y. Panel must have LPCB, UL or BSI / kite mark approval, and must be approved by the local civil defense authorities.
- Z. The FACP must have provision to mount a mimic panel on the fire alarm control panel itself to provide a graphical representation of zones using LED indicators. The mimic panel layout with LED indicators is designed on the basis of a standard CAD drawing of a zone. Zonal LED indicators can be mounted on the panel to simultaneously display the status of all zones under fire conditions. The mimic panel and fire alarm control panel can be further customized for smoke control applications with additional LEDs and switches for manual control of doors, vents, lifts, etc., as required. A separate mimic panel will not be acceptable.
- AA. The 'Soft Addressing' feature or 'Auto Learn' option on the panel when selected enables the control panel to automatically record the total number of addresses and devices on a loop.
- BB. The panel notifies the user if it finds devices missing or replaced then registers the new status of the loop according to the options selected by the user. Soft Addressing allows automatic sequential addressing of devices (1–240) on the loop from the fire alarm control panel, simplifying the commissioning process. The last sequenced address should correspond to the total number of devices installed on the loop, as recorded when 'Auto Learn' is activated.
- CC. To add a new device to the loop, the 'Safe Addressing' feature enables the user to set new addresses to devices in a non-sequential manner by using a handheld programming unit. This allows the addressing to match site conditions or even allows the user to add more detectors to the loop at a later stage without the need to change or reassign addresses to all the devices.
- DD. Individual detectors can be tested by selecting the address of the detector on the control panel and activating the 'Test' command.
- EE. Alternatively, detectors can be tested physically on site by positioning a magnet on its base. The magnet test verifies the function of all electronic circuits of the detector and its communication with the control panel. The magnet test option is very important from a maintenance point & special approval from client is required for installing a system with out this feature.
- FF. The FACP shall have networking capabilities to allow up to 200 panels on a secure ring network with distance extendable up to 20km. Fiberoptic cabling allows significant extension in the communication distance within the network. The control panel shall have provision for housing fan control switches and LEDs for integrated smoke control management. The fire panel shall support mounting of a mimic panel on the main control panel to provide graphical indication of zones and devices.

- GG. The control panel shall support sophisticated programming logic functions to allow up to 1000 fire zones per network, along with duplication of zones. Advanced delay and logic (AND/OR/XOR) operations allow sophisticated cause & effect programming on the control panel. The control panel shall allow adjustment of detector sensitivity levels to respond with different setting for day and night. With a simple programming step, the control panel can provide instructions on the date/time to the detector head to reduce/increase the sensitivity or switch off or switch on the heat/photo sensor within the same head. This increases the response to real fires and reduces false alarms depending on the application and location of the detector.
- HH. The fire panel shall be compatible with all the latest communication protocols employed for security and automation in buildings. In addition to TCP/IP, other open protocols such as BACnet, LON, Modbus, etc., shall be fully compatible for integration with building management systems. A minimum of two open protocol option should be available for integration with other systems.
- II. The FACP shall be compatible with digital signage devices such as LCD screens for display of visual evacuation messages and indications, maps of project sites and device locations. This applicable in special areas where ambient noise may be very high, and to support hearing impaired persons.

2.9 REMOTE ANNUNCIATOR (REPEATER PANEL)

- A. The repeater / remote display and control panels are small and robust and the body is made of metal. Sufficient mounting knockouts are provided to accommodate all wiring requirements. The enclosure to be IP30 protection and restricts access to the control buttons without a key or special tool. The front-side of the panel has a graphic LCD screen with LED status indicators, control buttons, alphanumeric keypad, and navigation buttons
- B. Must have one USB & one RS232 serial port for connection to PC, modem, or external printer
- C. Remote display and control terminals provide information on the address, type, and status of each device on the loop. The display information is fully programmable by individual zone or sector and can display any combination of fires, faults, pre-alarms or plant alarms. Both remote terminals incorporate buzzer mute, view, enable/disable and test facilities with dedicated system and navigation keys for simple user control.
- D. Panel must have LPCB, UL or BSI kite mark approval, and must be approved by the local civil defense authorities

2.10 GRAPHIC STATION FOR GRAPHIC USER INTERFACE (GUI).

- A. The Graphic User Interface (GUI) is to utilize user-friendly software running on an industry standard operating system (such as Microsoft Windows or NT). Each GUI is to be capable of graphically annunciating and controlling all network activity.
- B. Graphic Station: Provide a state of the art and branded personal computer with 20 inch color monitor, keyboard, mouse, CD drive, printer, and all necessary interface/network cards and auxiliaries.
- C. The Contractor shall supply the latest specification at time of installation with the following as minimum: 2.4 GHz, 20" screen, CD recorder, 512 MB RAM, 606 B hard disk.
- D. Software Configuration: The manufacturer shall be responsible for the provision of all system software packages, which make up the complete operational system. At least the following standard software modules are to be incorporated:
 - 1. Operating program.
 - 2. System database (process image).
 - 3. Network monitoring and control.
 - 4. Display priority control.
 - 5. Command priority control.
 - 6. Output message generator.
 - 7. Peripheral drivers.
 - 8. Text/graphic editors.
 - 9. Help facility.
 - 10. Service assistance.
 - 11. Diagnosis.
- E. Password Protection: Access to system operating functions is to be protected by a password.
- F. Alarms: The system console is to automatically display and log alarm and change-of-status messages received from FACP /Main Fire Station or FARP. The system console is to provide optimal conditions for successful intervention by means of rapid and simple processing and displaying all necessary data in plain text and graphics. The alarm message information is to contain the following information:
 - 1. Time and date.
 - 2. Type and origin.
 - 3. Description of affected alarm location.
 - 4. Counter-action to be taken.
- G. Programming: The GUI is to use dialog box technology to address, interrogate, control, and/or modify intelligent points on each fire alarm node. This is to include, and not be limited to:

1. Activating outputs.
 2. Enabling or disabling points.
 3. Adding or removing intelligent points.
- H. Operating Mode: The extended system operating procedure is to be based on a user adaptive, screen-oriented dialog in the manner of menus. No knowledge of technical codes shall be necessary for system operation. All messages and instructions needed for system operation are to be indicated in plain text and/or graphics. A keyboard is to be used for data entry communication.
1. Graphical Information: The GUI is to include the ability to display system information in a graphical (floor plan and elevations) form. A pull-down menu is to be included allowing selection of graphical views of the facility, or subset thereof. Each view, created in a CAD environment, is to include icons created for intelligent devices. These devices are to change in color when an event occurs. The device is to annunciate in RED when in alarm, BLUE for security activation, and YELLOW for trouble or to confirm acknowledgement. Each device in the graphic display is to support a text memo file where pertinent information about the location of the device may be stored. By selecting a device in the graphic presentation, the operator of the GUI is to have the ability to log onto the corresponding node and interrogate the associated intelligent point. Graphics are to be stored in a resident hard drive memory and backed-up by a CD / DVD with the possibility to compose, modify or edit the graphic schematics, text, symbols, and zone allocations on-site without jeopardizing the fire alarm system operation. Provide license and tools to software to revise / add equipment, floors, or areas. Selection and activation of a certain graphic display is to be either automatic (event driven) or by manual request via the terminal.
- I. Annunciation: The GUI is to include an easy-to-read system interface window, which displays alarms and troubles in an 80-character text message format. Alarms are to display in RED, troubles in YELLOW and security alarms in BLUE. The system interface window is to also include reset, silence, and acknowledge keys for local panels and for the complete network.
- J. Help: The GUI is to include help screens, available to aid the user without leaving the selected application screen.
- K. Passwords: The GUI is to have a flexible way of assigning operator passwords. Each operator is to have his/her own password. Operator password and control selection is to be available to a high level "administrator" who is to have complete control over levels of control.
- L. Printer Port: The GUI shall include an industry-standard RS-232 port for a printer.

2.11 EMERGENCY POWER SUPPLY

- A. General: Components include lead acid batteries, charger, and an automatic transfer switch.
 - 1. Battery Nominal Life Expectancy: 5 years, minimum.
 - 2. Magnetic door holders are not served by emergency power. Magnetic door holders are released when normal power fails.
- B. Battery Charger: Solid-state, fully automatic, variable-charging-rate type. Provide capacity for 150 percent of the connected system load while maintaining batteries at full charge. If batteries are fully discharged, the charger recharges them completely within 4 hours. Charger output is supervised as part of system power supply supervision.
- C. Integral Automatic Transfer Switch: Transfers the load to the battery without loss of signals or status indications when normal power fails.
- D. Capacity: 24 hours under standby and 1/2 hour under full alarm load conditions at the end of the 24 hours.
- E. Remote power supply for devices is not recommended. However, if provided in inevitable circumstances, the remote power supply shall be fully supervised by the control panel and backed-up by battery.

2.12 ADDRESSABLE INTERFACE DEVICES

- A. Analog Addressable Circuit Interface Modules (Relay Control Module), generally: Shall monitor one or more system components that are not otherwise equipped for addressable communication. Modules shall be used for monitoring of waterflow, valve tamper, non-addressable devices, and for control of evacuation indicating appliances and AHU systems.
- B. Monitor Module: This module has both its power and its communications supplied by the system. It provides location specific addressability to an initiating device by monitoring normally open dry contacts. This module shall be listed for the application is required for monitoring waterflow and tamper switches.
- C. Control Module: This module is an individually addressable module that has both its power and its communications supplied by the system. The system shall be capable of energizing 100% of the relays connected to the signaling line circuit in order to initiate the required function. Control Relay Module shall provide a Form "C" dry relay contact to control external appliances such as door closers, fans, dampers, elevator recall or a circuit-breaker shunt trip for power shutdown, etc.

2.13 SYSTEM PRINTER

- A. On-board and portable printers are used to retrieve copy listings or event log recorded by Fire alarm control panels. The printers provide automatic or on-

demand listing of status information of event log on fire, fault, test and alarm conditions.

- B. The on-board and portable printers have their own in-built battery backup to enable uninterrupted operation. Portable printers are suitable during commissioning and maintenance procedures for engineers to use printouts showing details of faults, alarms, etc.
- C. Printer must be thermal graphical type, with a printing resolution of at-least 384 dots per line.

2.14 WIRE

- A. Non-Power-Limited Circuits: Solid-copper conductors with color-coded insulation.
 - 1. Initiating devices circuits: 1.5 mm² (No. 16 AWG), minimum, and subject to circuit load.
 - 2. Notification appliance circuits: 2.5 mm² (No. 12 AWG), minimum, and subject to circuit load.
 - 3. Loudspeaker circuits: 2.5 mm² (No. 16 AWG), minimum, and subject to circuit load.
- B. Wires and Cables: Comply with NFPA 72 and 101, and certified to have passed IEC 331 and 332 flame resistance and fire retardant tests.
- C. Cables are to be silicone rubber insulated, with overall PVC sheath bonding to coated aluminum foil

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

- A. Connect the FACP with lockable handle or cover.
- B. Manual Stations: Mount semiflush in recessed back boxes.
- C. Water-Flow Detectors and Valve Supervisory Switches: Connect for each sprinkler valve station required to be supervised.
- D. Ceiling-Mounted Smoke Detectors: Not less than 100 mm from a sidewall to the near edge. For exposed solid-joist construction, mount detectors on the bottom of joists. On smooth ceilings, install not more than 9 m apart in any direction.
- E. Wall-Mounted Smoke Detectors: At least 100 mm, but not more than 300 mm, below the ceiling.

- F. Smoke Detectors near Air Registers: Install no closer than 1520 mm.
- G. The selection and placement of smoke detectors shall take into account both the performance characteristics of the detector and the areas into which the detectors are to be installed to prevent nuisance alarms or improper operation after installation. Smoke detectors shall not be installed in areas where air velocity is greater than 1.5m/sec, and shall not be located in a direct airflow. If siting of detectors in such areas is unavoidable, use detectors specifically designed for use in such conditions.
- H. Duct Smoke Detectors: Comply with manufacturer's written instructions.
 - 1. Verify that each unit is listed for the complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
 - 2. Install sampling tubes so that they extend the full width of the duct.
- I. Heat Detectors in Elevator Shafts: Coordinate temperature rating and location with sprinkler rating and location.
- J. Audible Alarm Devices: Install not less than 150 mm below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille. Combine audible and visible alarms at the same location into a single unit.
- K. Visible Alarm Devices: Install adjacent to each alarm sounder or alarm horn and at least 150 mm below the ceiling.
- L. Device Location-Indicating Lights: Locate in public space near the device they monitor.
- M. The main FACP & the VA / BMG panel to be an integrated one & to be floor rack mounted type.
- N. MFAC: Surface mount with tops of cabinets not more than 1800 mm above the finished floor.

3.2 WIRING INSTALLATION

- A. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by the manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with the fire alarm system to terminal blocks. Mark each terminal according to the system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.

- B. Cable Taps: Use numbered terminal strips in junction, pull and outlet boxes, cabinets, or equipment enclosures where circuit connections are made.
- C. Network cable to be a separate tray / conduit & to be independent of any other power cables.
- D. Color-Coding: Color-code fire alarm conductors differently from the normal building power wiring.
- E. Risers: Install at least 2 vertical cable risers to serve the fire alarm system. Separate risers in close proximity to each other with a minimum 1-hour-rated wall, so that the loss of one riser does not prevent the receipt or transmission of signal from other floors or zones.

3.3 GROUNDING

- A. Ground cable shields and equipment according to system manufacturer's written instructions to eliminate shock hazard and to minimize, to the greatest extent possible, ground loops, common-mode returns, noise pickup, cross talk, and other impairments.
- B. Signal Ground Terminal: Locate at main equipment rack or cabinet. Isolate from power system and equipment grounding.
- C. Install grounding electrodes of type, size, location, and quantity as indicated. Comply with installation requirements in Division 16 Section "Grounding and Bonding."
- D. Ground equipment and conductor and cable shields. For audio circuits, minimize, to the greatest extent possible, ground loops, common-mode returns, noise pickup, cross talk, and other impairments.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory trained and authorized service representative to inspect field-assembled components and connections and to supervise installation, pre-testing, testing, and adjustment of the system. Report results in writing.
- B. Pre-testing: After installation, align, adjust, and balance the system and perform complete pre-testing. Determine, through pre-testing, the compliance of the system with requirements of the Drawings and Specification. Correct deficiencies observed in pre-testing. Replace malfunctioning or damaged items with new ones, and retest until satisfactory performance and conditions are achieved. Prepare forms for systematic recording of acceptance test results.

- C. Report of Pre-testing: After pre-testing is complete, provide a letter certifying the installation is complete and fully operable, including the names and titles of witnesses to preliminary tests.
- D. Final Test Notice: Provide a minimum of 10 days' notice in writing when the system is ready for final acceptance testing.
- E. Test Both Primary and Secondary Power: Verify by test that the secondary power system is capable of operating the system for the period and in the manner specified
- F. Re-testing: Correct deficiencies indicated by tests and completely retest work affected by such deficiencies. Verify by the system test that the total system meets specified requirements and complies with applicable standards.
- G. Report of Tests and Inspections: Provide a written record of inspections, tests, and detailed test results in the form of a test log. Submit log on the satisfactory completion of tests.
- H. Tag all equipment, stations, and other components at which tests have been satisfactorily completed.
- I. Experimental period for all systems shall be 3 months, before provisional taking over.
- J. Check the intelligibility of the voice alarm / BGM system installed for the STI (Speech Transmission Index) figures. Should get any STI as per acoustic calculations submitted, with a minimum of 0.45 in all areas as per IEC standards.

3.5 SYSTEM WARRANTY

The complete fire alarm system, voice alarm & PA / BGM must have a manufacturer's warranty for equipment faults for 5 years from the date of Civil Defense approval of the system.

3.6 STANDARDS REFERRED TO FOR THE DESIGN OF THIS SYSTEM

- A. BS- 5839 PART 1
- B. BS – 5830 PART 8
- C. IEC 60849 Sound Systems for Emergency Purposes
- D. IEC 60268-16 Sound System Equipment – Part 16: Objective Rating of Speech Intelligibility by Speech Transmission Index (APPLICABLE FOR PAVA / BGM SYSTEM)

- E. IEC 61672-1 Electro Acoustics – Sound Level Meters – Part 1 :
- F. IEC 61672-3 Electro Acoustics – Sound Level Meters – Part 3 : Periodic Tests
- G. EN 54-24 Fire Detection and Fire Alarm Systems – Part 24
- H. NFPA-72, National fire alarm & signaling codes.
- I. NFPA – 101, Life safety codes
- J. NFPA – 3, Recommended Practice on Commissioning and Integrated Testing of Fire Protection and Life Safety Systems.
- K. NFPA – 1, Fire Codes
- L. NFPA 1221 Standard for the Installation, Maintenance, and Use of
- M. NFPA – 5000, Building Construction & Safety codes
- N. NFPA – 70, NEC (National Electrical code) safety in workplace.

3.7 Warranty: Five years warranty from the date of certificate of completion to be provided for all fire alarm materials.

ADDITIONAL INFORMATION

1. Inspection, testing and commissioning

On completion of installation, all the equipment and installations shall be inspected jointly by the Employer and the Contractor for their correctness and completeness at the site of installation during acceptance tests.

Any other tests, as Employer may deem fit so as to confirm the performance or to establish the compliance to technical specifications of either individual hardware items or integrated operation of Access Control system shall be conducted by the Contractor at site. Should the results of these tests show any deficiency/deviation to specifications, the contractor shall do the modification/replacement/addition necessary to make the system compliant to specifications at own cost.

All Hardware and software comprising the Biometric Time and Attendance system installed at each of the stations within the scope of the tender shall be put on reliability test for 30 days before the Employer issues the certificate of successful commissioning.

Taking Over

The system shall be taken over by the Employer from the contractor after the successful completion of site test and commissioning as per the tests mentioned above. A completion certificate will then be issued.

SCOPE OF WORKS

Scope of work under this section covers:

- i. The provision of labour, tools, material and performance of work necessary for the design, manufacture, quality assurance, quality control, assembly, testing, delivery at site, site storage and preservation,
- ii. Installation & commissioning,
- iii. Performance & acceptance testing both at the Factory and at site ,
- iv. Training of Employer's personnel both local and overseas,
- v. handing over to Employer and guarantee of the complete system, as per specification hereunder, each complete with all accessories,
- vi. Supply of spare parts and warranting trouble free safe operation of the installations,
- vii. Providing maintenance support (Including supply/replacement of spares) during the warranty period and, if desired by the Employer also during post warranty period.
- viii. Installation and commissioning of the local area network (Hardware, software and cabling) on which the system will run.
- ix. The contractor shall provide all the required equipment and services, whether explicitly mentioned in these specifications or not to fulfill the intent of the specification and to ensure the completeness, operation and maintainability of the system at no extra cost to the Employer.
- x. The Tenderer is required to submit with their offer the detailed specifications, drawings, catalogues, brochures etc. for the equipment they intend to supply.

- xi. It shall be in the scope of the tenderer to acquire any requisite authorizations or licensing from local authorities where applicable, that may be required in the course of the project
- xii. The Tenderer shall be required to present information along with their offers as follows:
 - Shortest possible delivery period of the product.
 - Information on proper representative and/or equipped local workshop for back-up service/repair and certified personnel including their names and addresses.
- i. Installation of the Server Workstations inclusive of the attendant operating software, management software and necessary peripherals such as the mouse, keyboard and connection to a power socket outlet
- ii. Installation of Client Workstations inclusive of the attendant operating software, client management software and necessary peripherals such as the mouse, keyboard and connection to a power socket outlet
- iii. Installation, mounting and configuration of external storage equipment
- iv. Conduct FATs at manufacturers premises witnessed by KPLC Engineers
- v. Conduct Site Acceptance Tests as witnessed by KPLC Engineers
- vi. Conduct comprehensive training of KPLC Engineers and Staff
- vii. Providing maintenance spares
- viii. Providing maintenance tools.
- ix. Providing at least 5 Year warranty on active Fire Alarm related Equipment and 1year warranty on all other devices and equipment.
- x. The contractor shall ensure that before the completion of the project, at least four copies of the relevant manuals and documentation, including as built drawings are availed to KPLC in hard copy and soft copy forms.

2. PRE-BID SURVEY

Prior to submitting the bids, bidders shall visit each of the stations accompanied by KPLC staff to ascertain for themselves the requirements for each station at own cost. During this survey, a sketch for the installations shall be carried out and the transmission requirements determined. This sketch shall indicate the location of the various components and the required mounting structures and cabling. The bidder must conduct the mandatory site survey and submit the project plan and detailed design together with the bid that should include:

- (i) Site survey report and connectivity diagrams.

- (ii) Design Documents for all devices and equipment in the fire system network.
- (iii) A detailed Work Breakdown Structure and project plan that outlines all tasks, milestones, durations, and resources needs.

3. Site Acceptance Tests

- 1.1. Satisfactory performance of the whole system, simulating all inputs, outputs and foreign device communications must be demonstrated to the satisfaction of KPLC.
- 1.2. The systems TCP/IP communication shall form a mandatory part of these tests upon which their failure shall make the whole project be revoked at the contractor's cost.

IMPORTANT!

The Contractor shall provide complete test procedure for approval and acceptance by KPLC.

The system shall be fully operable and fully tested to the satisfaction of KPLC.

The tests to be carried out by the Contractor shall include a total system test, as detailed below, verifying all inputs and outputs for correct operation, the operation of external alarms and external communications interface.

The system tests shall be carried out on the complete system.

The following headings are recommended as minimum requirement and shall be developed in detail during implementation of the test procedures.

- i. Inspection of equipment
- ii. Power Supply Variations
- iii. Functional Tests including:
 - Operating Software Control functions.
 - Failure and interaction between systems.
 - Systems Diagnostic Tests, including self-test facilities.
 - System functional and fault alarms.
 - Offline and online operation without system fail

1. Pre-Commissioning & Commissioning

i. Pre-commissioning

It shall be the responsibility of the Contractor to carry out tests / inspections necessary to prepare the installations for commissioning and site acceptance tests. Such tests and inspections shall be carried out on individual equipment and in groups where possible. KPLC reserves the right to attend such tests.

ii. **Commissioning**

- It shall be the Contractor's responsibility to prepare a commissioning Specification for approval by KPLC prior to the equipment being shipped.
- The Contractor may be required to have engineers on site during the commissioning of the plant. These engineers shall be authorised to carry out any modifications or repairs as may become necessary, and shall be competent to do so.
- On completion of commissioning, the entire system will be subject to final site acceptance tests that are a repeat of the factory acceptance tests and any other tests as proposed by the purchaser that could not have been achieved during the FAT.
- The Contractor shall be responsible for updating all As-Built documentation and drawings.

2. **Documentation**

The following documentation must be supplied before installation

- i. Electrical drawing of each System in a station - Approved PLAN
- ii. Cable Layout drawings for the stations - Approved PLAN
- iii. Equipment modules manuals
- iv. Functional Design Specification- Approved PLAN

The following documentation must be supplied after installation and commissioning

- i. Functional Design Specification- Approved AS-BUILT
- ii. Electrical drawing of each System in a station- AS-BUILT
- iii. Cable Layout drawings for the stations - AS-BUILT

3. **Training**

- i. The training shall be offered to selected staff from Engineering and Security Department.
- ii. The selected staff shall possess minimum technical qualifications / knowledge to understand systems.
- iii. The methodology of the training shall be developed on the vendor's experience in the design, construction, operation and maintenance of Fire detection and fighting systems
- iv. The methodology of training shall include the following as a minimum:
 - Two week classroom training with slide presentation and written materials
 - Field training at site
 - Furnishing the final report with comments to be followed up for the improvement of staff skills.

- Provision of certificates to participants who attend the full training.

4. The basic structure of the training shall include, as a minimum:

- Operation and maintenance of the complete system
- The Vendor shall provide a concise training programme with the quote for approval by KPLC.
- The Vendor shall include the training duration in the training programme.
- Training shall be conducted in English

5. Site Acceptance Tests

1.3. Satisfactory performance of the whole system, simulating all inputs, outputs and foreign device communications must be demonstrated to the satisfaction of KPLC.

1.4. The systems TCP/IP communication shall form a mandatory part of these tests upon which their failure shall make the whole project be revoked at the contractor's cost.

IMPORTANT!

The Contractor shall provide complete test procedure for approval and acceptance by KPLC.

The system shall be fully operable and fully tested to the satisfaction of KPLC.

The tests to be carried out by the Contractor shall include a total system test, as detailed below, verifying all inputs and outputs for correct operation, the operation of external alarms and external communications interface.

The system tests shall be carried out on the complete system.

The following headings are recommended as minimum requirement and shall be developed in detail during implementation of the test procedures.

iv. Inspection of equipment

v. Power Supply Variations

vi. Functional Tests including:

- Operating Software Control functions.
- Failure and interaction between systems.
- Systems Diagnostic Tests, including self-test facilities.
- System functional and fault alarms.
- Offline and online operation without system fail

SECTION XII - STANDARD FORMS

- (i) Form of Tender
- (ii) Confidential Business Questionnaire
- (iii) Tender Security Form (Bank Guarantee)
- (iv) Tender Security Form (Institutions)
- (v) Tender Security Form (Letter of Credit)
- (vi) Declaration Form
- (vii) Letter of notification of award
- (viii) Letter of notification of regret
- (ix) Contract Agreement Form
- (x) Performance Security Form (Bank Guarantee)
- (xi) Performance Security Form (LC)
- (xii) Letter of Acceptance
- (xiii) Qualification Information Forms
- (xiv) Details of Proposed Sub-Contractors
- (xv) Site Visit Form
- (xvi) Manufacturers Authorisation Form
- (xvii) Supplier Evaluation Form

SECTION XIII - TENDER FORM

Date:.....

Tender No.....

To:

The Kenya Power & Lighting Company Limited,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi, Kenya.

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply, deliver, install and commission *(the latter two where applicable)* *(insert goods description)* in accordance and conformity with the said tender document for the sum of*(total tender amount inclusive of all taxes in words and figures)* or such sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the performance security of a licensed commercial bank in Kenya in a sum equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya Power & Lighting Company Limited.
- 4.* We agree to abide by this Tender for a **period of.....days (Tenderer please indicate validity of your tender)** from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.

6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

***NOTES:**

1. KPLC requires a validity period of at least ninety (90) days.
2. This form must be duly completed, signed, stamped and/or sealed.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form.

<p>Part 1 – General</p> <p>Business Name.....</p> <p>Location of business premises.....</p> <p>Plot No.Street/ Road</p>

Postal Address Postal Code

Tel No.....

Facsimile.....

Mobile and/ or CDMA No.....

E-mail:.....

Nature of your business

Registration Certificate No.....

Maximum value of business which you can handle at any time KSh.....

Name of your BankersBranch.....

*Names of Tenderer's contact person(s)

Designation/ capacity of the Tenderer's contact person(s)

Address, Tel, Fax and E-mail of the Tenderer's contact person(s)

.....

.....

Part 2 (a) Sole Proprietor

Your name in full
NationalityCountry of origin
*Citizenship details.....

Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Part 2 (c) Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Name of duly authorized person to sign for and on behalf of the Tenderer

.....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

***NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
2. *If a Kenyan citizen, please indicate under “Citizenship Details” whether by birth, naturalization or registration.*
3. *The details on this Form are essential and compulsory for all Tenderers. **Failure to provide all the information requested shall lead to the Tenderer’s disqualification.***
4. *For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.*

TENDER SECURITY FORM – (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

The Kenya Power & Lighting Company Limited,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi, Kenya.

WHEREAS (*name of the Tenderer*) (*hereinafter called “the Tenderer”*) has submitted its Tender dated for the supply, installation and commissioning of..... (*please insert KPLC tender no. and name*) (*hereinafter called “the Tender”*);

KNOW ALL PEOPLE by these presents that **WE**.....ofhaving our registered office at.....(*hereinafter called “the Bank”*), are bound unto The Kenya Power and Lighting Company Limited (*hereinafter called “KPLC” which expression shall where the context so admits include its successors-in-title and assigns*) in the sum of for which payment well and truly to be made to the said KPLC, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being (*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 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 date below.

This guarantee is valid until theday of.....20.....

EITHER

SEALED with the)
COMMON SEAL)

of the said **BANK**)
thisday)
of20....)

BANK SEAL

in the presence of :-)

_____)

and in the presence of:-)

_____)

OR

SIGNED by the **DULY AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
the **BANK**

Name(s) and Capacity (ies) of duly authorised representative(s)/ attorney(s) of the Bank

Signature(s) of the duly authorised person(s)

NOTES TO TENDERERS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*

2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*

3. *The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”*

4. *The Tender validity period is ninety (90) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

TENDER SECURITY FORM (SACCO SOCIETY, DEPOSIT TAKING MICRO FINANCE INSTITUTIONS, WOMEN ENTERPRISE FUND & YOUTH ENTERPRISE FUND)

(To Be Submitted On Institutions Letterhead)

Date:

To:

The Kenya Power & Lighting Company Limited,
 Stima Plaza,
 Kolobot Road, Parklands,
 P.O Box 30099 – 00100,
Nairobi, Kenya.

WHEREAS.....(hereinafter called “the Contractor”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Contractor's date of Tender taken from the Tender Form*) to supply(*description of the Works*) (hereinafter called “the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with an Institution's guarantee by an acceptable Institution for the sum specified

therein as security for compliance of the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of..... (*amount of the guarantee in words and figures*) and we undertake to pay you, upon your first written demand declaring the Contractor 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 theday of.....20....

EITHER

SEALED with the)
COMMON SEAL)
of the said **INSTITUTION**)
)

thisday)
)
of20....)
in the presence of :-)

INSTITUTION SEAL

)
)
_____)
)
and in the presence of:-)
)
_____)

OR

SIGNED by the **DULY AUTHORISED REPRESENTATIVE(S)/ ATTORNEY(S)** of the **INSTITUTION**

Name(s) and Capacity(ies) of duly authorised representative(s)/ attorney(s) of the **Institution**.

Signature(s) of the duly authorised person(s)

NOTES TO SUPPLIERS AND INSTITUTIONS

- 1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Contractor. If any are made, the Bond may not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
- 2. KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing institution on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Institution within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified.*

TENDER SECURITY – (LETTERS OF CREDIT)

The Mandatory Conditions to be included in the Letters are in two parts, A and B.

Part A

Form of Documentary credit - “Irrevocable Standby”

Applicable rules - “Must be UCP Latest Version” i.e. Uniform Customs and Practices (UCP) 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank.

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

1. Beneficiary’s signed and dated statement demanding for payment under the letter of credit no..... (*Insert LC No.*) as.....(*Name of applicant*) (hereinafter called the “Tenderer”) indicating that the “Tenderer” has defaulted in the obligations of the Tenderer as stated by the Beneficiary.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the applicant.
2. There should be no conditions requiring compliance with the specific regulations or a particular country’s Law and regulations.

Charges - All bank charges are for the account of the applicant.

*Confirmation instructions – (See notes below)

Part B

The proceeds of these Letters are payable to KPLC -

- a) if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid.
- b) if the Tenderer rejects a correction of an arithmetic error
- c) if the Tenderer fails to enter into a written contract in accordance with the Tender Document
- d) if the successful Tenderer fails to furnish the performance security in accordance with the Tender Document.

- e) If the Tenderer fails to extend the validity of the tender security where KPLC has extended the tender validity period in accordance with the Tender Document.

NOTES TO TENDERERS AND BANKS

1. *Please note that should the Tender Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the LC where such LC is required in the Tender.*

2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to any queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*

3. ***The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”***

4. *The Tender validity period is ninety (90) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by KPLC. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

5. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

DECLARATION FORM

Date _____

To:

The Kenya Power & Lighting Company Limited,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi,
KENYA.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) _____
_____ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are not associated with any other Tenderer participating in this tender.
- f) That I/ We do hereby confirm that all the information given in this Tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

Name of Tenderer

Signature of duly authorised person signing the Tender

Name and Capacity of duly authorised person signing the Tender

Stamp or Seal of Tenderer

LETTER OF NOTIFICATION OF AWARD

To:

(Name and full address of the Successful Tenderer).....

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO.

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2005 (*or as may be amended from time to time, or replaced*).

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within fourteen (14) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

CHIEF MANAGER, SUPPLY CHAIN & LOGISTICS

Enclosures

LETTER OF NOTIFICATION OF REGRET

To: *(Name and full address of the Unsuccessful Tenderer)*.....

Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO.

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1.
2.
3. etc...

The successful bidder was _____.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our *Legal Department (Guarantees Section), on the 2nd Floor, Stima Plaza, Kolobot Road, Parklands, Nairobi* only after expiry of twenty five (25) days from the date hereof. It is expected that by that time KPLC and the successful bidder will have entered into a contract pursuant to the Public Procurement and Disposal Act, 2005 *(or as may be amended from time to time or replaced)*. When collecting the Security, you will be required to produce the original of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

FOR: THE KENYA POWER & LIGHTING COMPANY LIMITED

CHIEF MANAGER, SUPPLY CHAIN & LOGISTICS.

CONTRACT AGREEMENT FORM

THIS AGREEMENT made this.....day of.....**20....** **BETWEEN THE KENYA POWER & LIGHTING COMPANY LIMITED**, a limited liability company duly incorporated under the Companies Act, Chapter 486 of the Laws of Kenya, with its registered office situated at Stima Plaza, Kolobot Road, Parklands, Nairobi in the Republic of Kenya and of Post Office Box Number 30099-00100, Nairobi in the Republic aforesaid (*hereinafter referred to as “KPLC”*) of the one part,

AND

..... (*Contractor’s full name and principal place of business*) a duly registered entity according to the laws of..... (*state country*) and of Post Office Box Number.....(*full address physical and postal of Contractor*) in the Republic aforesaid, (*hereinafter referred to as the “Contractor”*) of the other part;

WHEREAS KPLC invited tenders for certain works, that is to say for(*KPLC insert description of Works*) under Tender Number..... (*KPLC insert tender number*)

AND WHEREAS KPLC has accepted the Tender by the Contractor for the services in the sum of(*KPLC specify the total amount in words which should include insurances, duties, levies, Value Added Tax (V.A.T), Withholding Tax and other taxes payable where applicable* (*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 and the Tender Document.

2. Unless the context or express provision otherwise requires: -
 - a) reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.

 - b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.

- c) the Official Purchase Order shall also mean the Official Order or Local Purchase Order.
 - d) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
 - e) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “*Contractor*” the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.
 - f) where there are two or more persons included in the expression the “*Contractor*” any act default or omission by the Contractor shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by KPLC to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with KPLC to perform and Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. KPLC hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The following documents shall constitute the Contract between KPLC and the Contractor and each shall be read and construed as an integral part of the Contract: -
- a) this Contract Agreement
 - b) Letter of Acceptance dated
 - c) General Conditions of Contract
 - d) Special Conditions of Contract
 - e) Official Purchase Order where applicable
 - f) Technical Specifications
 - g) Drawings
 - h) Bill of Quantities/Schedule of Requirements
 - i) Implementation Plan (work methods and schedule)
 - j) KPLC’s Notification of Award dated.....
 - k) Tender Form signed by the Contractor
 - l) Declaration Form signed by the Contractor/ successful Tenderer
 - m) Warranty

6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
7. The Commencement date shall be the working day immediately following the fulfillment of all the following: -
 - a) Execution of this Contract Agreement by KPLC and the Contractor.
 - b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by KPLC.
 - c) Issuance of the Official Order by KPLC to the Contractor.
 - d) Where applicable, Opening of the Letter of Credit by KPLC.
8. The period of contract validity shall begin from the Commencement date and end at the expiry of the Defects Liability Period.
Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
11. No failure or delay to exercise any power, right or remedy by KPLC shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.
13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served two (2) days after

such receipt by the courier service for Local contractors and five (5) days for Foreign contractors.

14. For the purposes of Notices, the address of KPLC shall be Company Secretary, The Kenya Power & Lighting Company Limited, 7th Floor, Stima Plaza, Kolobot Road, Post Office Box Number 30099-00100, Nairobi, Kenya, Facsimile + 254-20-3750240/3514485. The address for the Contractor shall be the Contractor's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

SIGNED for and on behalf
of **THE KENYA POWER & LIGHTING COMPANY LIMITED**

COMPANY SECRETARY

SEALED with the **COMMON SEAL**
of the **CONTRACTOR**
in the presence of:-

DIRECTOR

Affix Contractor's Seal here

DIRECTOR'S FULL NAMES

and in the presence of:-

DIRECTOR/ COMPANY SECRETARY

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

L.K. Njagi

Advocate,

C/o The Kenya Power & Lighting Company Limited,

7th Floor, Stima Plaza,

Kolobot Road, Parklands,

Post Office Box Number 30099-00100,

NAIROBI, KENYA,

Telephones: + 254-20-3201000/ 731

Facsimile: + 254-20-3514485/ 3750240

PERFORMANCE SECURITY FORM (BANK GUARANTEE)

(To Be Submitted On Bank’s Letterhead)

Date:

To:

The Kenya Power & Lighting Company Limited,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi, Kenya.

WHEREAS.....(hereinafter called “the Contractor”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated(*insert Contractor’s date of Tender taken from the Tender Form*) to supply(*description of the works*) (hereinafter called “the Contract);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Contractor’s performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a guarantee;

THEREFORE WE HEREBY AFFIRM that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of..... (*amount of the guarantee in words and figures*) and we undertake to pay you, upon your first written demand declaring the Contractor 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 theday of.....20....

EITHER

SEALED with the)
COMMON SEAL)
of the said **BANK**)
)

thisday) _____
) BANK SEAL
 of20....)
 in the presence of :-)
)
 _____)
)
 and in the presence of:-)
)
 _____)

OR

SIGNED by the **DULY AUTHORISED**
REPRESENTATIVE(S)/ ATTORNEY(S) of
 the **BANK**

 Name(s) and Capacity(ies) of duly authorised representative(s)/ attorney(s) of the Bank

 Signature(s) of the duly authorised person(s)

NOTES TO CONTRACTORS AND BANKS

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by KPLC. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*

2. *KPLC shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified.*

3. *The issuing Bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”*

PERFORMANCE SECURITY (LC)

Mandatory Conditions that should appear on the Performance Security (LC).

Form of Documentary credit - “Irrevocable Standby”

Applicable rules - “Must be UCP Latest Version” i.e. UCP 600 (2007 REVISION) ICC Publication No. 600.

Place of expiry - At the counters of the advising bank.

The SBLC should be available – “By Payment”

Drafts should be payable at - “SIGHT”

Documents required -

1. Beneficiary’s signed and dated statement demanding for payment under the letter of credit no..... (*Insert LC No.*) as.....(*Name of Applicant*) (hereinafter called the “Contractor”) indicating that the “Contractor” has defaulted in the performance and adherence to and performance of the contract between the Beneficiary and the Contractor.
2. The Original Letter of Credit and all amendments, if any.

Additional Conditions -

1. All charges levied by any bank that is party to this documentary credit are for the account of the Applicant.
2. (Include) that there should be no conditions requiring compliance with the specific regulations or a particular country’s laws and regulations.

Charges - All bank charges are for the account of the Applicant.

Confirmation instructions – (See notes below)

NOTES TO CONTRACTORS AND BANKS

1. *Please note that should the Performance Security (LC) omit any of the above conditions the LC shall not be accepted and shall be rejected by KPLC. For the avoidance of doubt,*

such rejection will be treated as non-submission of the LC where such LC is required in the tender and Contract.

2. *KPLC may seek authentication of the Performance Security (LC) from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from KPLC. The period for*

response shall not exceed five (5) days from the date of KPLC's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security (LC) may be deemed as invalid and the Contract nullified.

3. *The issuing bank should address its response or communication regarding the bond to KPLC at the following e-mail address – “guarantees@kplc.co.ke”*
4. *All Guarantees issued by foreign banks must be confirmed by a local bank in Kenya.*

LETTER OF ACCEPTANCE
[letter-head paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for the
Contract Price of (Indicate Currency) _____ [amount in figures]
(Indicate Currency) _____ (amount in words)] in accordance
with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with
the Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate)

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last three years

Year	Volume	
	Currency	Value
Year 1		
Year 2		
Year 3		

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last three years. Also list details of work under way or committed, including expected completion date.

Project Name	Name of Client and contact person (Address & Telephone No.)	Type of Work performed and year of completion	Value of contract

- 1.4 Major items of Contractor's Tools & Equipment proposed for carrying out the Works. List all information requested below. (Attach evidence of ownership or lease)

Item of Tools & Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____	_____	_____	_____
_____	_____	_____	_____
_____ (etc.)	_____	_____	_____

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract as required by Subsection 3.20 of the Instructions to Tenderer, Attach biographical data.

Bidders should provide the names of suitably qualified personnel.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

1.6 Proposed Subcontractors for works

As per the requirements of Clause 3.20 of Conditions of Contract, following is a list of subcontractors and the portions of the Work to be subcontracted:

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item

Sections of the Works	Value of Subcontract	Subcontractor (name and address)	Experience in similar work
_____	_____	_____	_____
_____	_____	_____	_____
(etc.)			

1.6 Financial reports for the last three years: balance sheets, profit and loss statements, auditor’s reports, etc. List below and attach copies of audited financial statements.

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

1.8 Name, address and telephone, telex and facsimile numbers of banks and/or institution that may provide reference if contacted by the Employer.

1.9 Statement of compliance with the requirements the Instructions to Tenderers.

1.10 Proposed program (work method and schedule) in compliance with requirement in the Instructions to Tenderers. Descriptions, drawings and charts, as necessary, to comply with the requirements of the tendering documents.

2 Joint Ventures

- 2.4 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.
- 2.5 The information required in 1.11 above shall be provided for the joint venture.
- 2.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.7 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge

SITE VISIT/PRE-BID MEETING FORM

CONFIRMATION OF PRE-BID MEETING /SITE VISIT

Name of Tenderer.....

Date of Visit.....

Name, position and signature of the Tenderer's staff visiting the site.

Name:.....

Position.....

Qualification

Signature..... Tenderer's Official Stamp.....

Site Visit conducted by Employer's Authorised Officer's

Name

Signature.....

MANUFACTURER’S AUTHORIZATION FORM

(To Be Submitted On Manufacturer’s Letterhead)

To:

The Kenya Power & Lighting Company Limited,
Stima Plaza, Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi, Kenya.

WHEREAS WE(*name of the manufacturer*) who are established and reputable manufacturers of
(*name and description of the goods*) having factories at(*full address and physical location of factory(ies) where goods to be supplied are manufactured*) do hereby confirm that
(*name and address of Supplier*) is authorized by us to transact in the goods required against your Tender (*insert reference number and name of the Tender*) in respect of the above goods manufactured by us.

WE HEREBY extend our full guarantee and warranty as per the Conditions of Contract for the goods offered for supply by the above firm against the Invitation to Tender.

DATED THIS..... DAY OF.....20.....

Signature of duly authorised person for and on behalf of the Manufacturer.

Name and Capacity of duly authorised person signing on behalf of the Manufacturer

NOTES TO TENDERERS AND MANUFACTURERS

Only a competent person in the service of the Manufacturer should sign this letter of authority.

SUPPLIER EVALUATION FORM

(This form is for information only and not to be filled in by any bidder. It is for official use by KPLC to evaluate performance of Suppliers during the contract period)

Name of Firm.....Date.....

Category of Product/Service (e.g. Marine Spares

Period of evaluation.....

Evaluation		Re-Evaluation	
Tick as appropriate			

Parameters for supplier evaluation	Maximum Scores	Remarks	Action Taken
A. CUSTOMER SATISFACTION			
A1. Adherence to requirements(quality)			
• Adherence to Specifications			
• Number of rejections			
• Number of complaints from Users			
B. CUSTOMER CONNECTIVITY			
B1. Adherence to delivery period			
• Number of delays			
• Non delivery/More than 3 delays			
C.COMMUNICATION/RESPONSIVENESS			
Total Score			
Score last period			

PERFORMANCE LEVEL DEFINATION;

- ≥75% - KP1 GREEN
- 50% - KP2 AMBER
- 25% - KP3 YELLOW
- ≥25% - KP4 RED

RATING	RATING PER YEAR	MAX. SCORE	ACTUAL SCORE
A1. Adherence to requirements			
<ul style="list-style-type: none"> • Adherence to Specifications 	Compliant	5 marks	
	Not compliant	0 marks	
<ul style="list-style-type: none"> • Number of rejections 	None	5 marks	
	1-2 Rejections	3 marks	
	3 or more	0	
<ul style="list-style-type: none"> • Number of complaints from Users 	None	5 marks	
	1-2 User complaints	3 Marks	
	3 or more	0 marks	
B1. Adherence to delivery period			
<ul style="list-style-type: none"> • No delay 	None	5 marks	
<ul style="list-style-type: none"> • Number of delays 	1-2 Delays	3 Marks	
<ul style="list-style-type: none"> • Non delivery/More than 3 delays 	Failure	0 marks	
C. Communication			
<ul style="list-style-type: none"> • Easily accessible 		5 Marks	
<ul style="list-style-type: none"> • Partially 		3 Marks	
<ul style="list-style-type: none"> • Not accessible 		0 Marks	
D. Responsiveness			
<ul style="list-style-type: none"> • Replacement of faulty goods 	within 7 days	5 Marks	
	within 14 days	3 Marks	
	beyond 14 days	0 Marks	
Total score		30 marks	

Score in Percentage %

WORKINGS

$\frac{\text{Actual score}}{30} \times 100\%$	$\dots\dots\dots \times 100\% = \dots\dots\dots$
30	30

RATING: 75% - V Good, 50% - Good, 25% - Fair, Below 25% - Poor

OBSERVATIONS:

RECOMMENDATION

		Status	Tick as appropriate
1	Grant supplier preferred status	KP1	
2	Work with supplier or develop and improve supplier	KP2 & KP3	
3	Abandon / switch suppliers	KP4	

Name:.....**Sign:**.....**Date:**.....

Name:.....**Sign:**.....**Date:**.....

Name:.....**Sign:**.....**Date:**.....