TENDER NO KPI/5DA/PT/13/13 – 14

FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF BIOMETRIC TIME AND ATTENDANCE SYSTEM AT STIMA PLAZA AND RUARAKA

NATIONAL TENDER
MAY 2014

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

TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF BIOMETRIC TIME AND ATTENDANCE SYSTEM AT STIMA PLAZA AND RUARAKA COMPLEX
(ONE ENVELOPE TENDER)

THE KENYA POWER & LIGHTING COMPANY LIMITED
CENTRAL OFFICE, STIMA PLAZA,
KOLOBOT ROAD, PARKLANDS,
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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
Shillings
PM   Project Manager
PPDA 2005 Public Procurement and Disposal Act, 2005
PPOA Public Procurement and Oversight Authority
VAT  Value Added Tax

KSh./ KES Kenya Shillings
SECTION I - INVITATION TO TENDER

DATE: 05 – 05 -2014
TENDER NO: - KPI/5DA/PT/07/14 – 15 FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF BIOMETRIC TIME AND ATTENDANCE SYSTEM AT STIMA PLAZA AND RUARAKA DEPOT

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 15th 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 one hundred and twenty (120) days from the closing date of the tender.

1.4 There will be a pre-bid meeting to be held at KPLC’s premises, Stima Plaza, Auditorium, Kolobot Road, Nairobi, Kenya at 10.00 a.m. on Tuesday 27th May 2014.

1.5* For non-bulky documents Completed Tenders are to be enclosed in plain sealed envelopes marked Design, Supply, Installation, Testing and Commissioning of Biometric Time and Attendance System KPI/5DA/PT/13/14 -15 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 Friday 13th June 2014 at 10.00a.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.

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<th>Tick Where Provided</th>
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customers of similar goods and reference letters from at least four (4) of the customers

23 Statement on Deviations

24 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).

25 Price Schedule and/or Bill of Quantities

26 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. *(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).*

27 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).
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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 be 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
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 sub-paragraphs 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 sensitize 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 sub-paragraphs 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, “as specified in the Invitation to Tender.”
3.29.3 All inner envelopes or packages shall also indicate the name and full physical, telephone, email, 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. 50 Million 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 shall be 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.
SECTION IV - BID DATA SHEET (Appendix to Instructions to Tenderers)

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers hereinafter abbreviated as ITT. Wherever there is a conflict between the provisions of the ITT and the Bid Data Sheet, the provisions of the BDS shall prevail over those of the ITT.

<table>
<thead>
<tr>
<th>No.</th>
<th>ITT Reference Clause</th>
<th>Particulars of Appendix</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>3.2.1 Eligible Tenderers</td>
<td>All Tenderers are eligible as it is a public tender</td>
</tr>
<tr>
<td>2.</td>
<td>3.6 Time for Completion of works</td>
<td>Completion Period 20 Weeks</td>
</tr>
<tr>
<td>3.</td>
<td>3.10.3 Site Visit and Pre-Bid Meeting</td>
<td>27th May 2014 at 10.30am</td>
</tr>
<tr>
<td></td>
<td>3.10.6 Attendance of pre-bid meeting or site visit</td>
<td>Venue: Stima Plaza Auditorium</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) The pre-bid meeting is mandatory</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) The site visit is mandatory</td>
</tr>
<tr>
<td>4.</td>
<td>3.16(f) – List of Previous Customers</td>
<td>The Tenderer shall submit at least four (4) names with full contact including telephone, email and physical addresses of previous clients of similar Works and letters from the previous clients confirming satisfactory completion of the contracts and on schedule.</td>
</tr>
<tr>
<td>5.</td>
<td>3.20 Documents of evidence of eligibility and qualification</td>
<td>KPLC Procurement &amp; User Department, please indicate the documents, Key personnel &amp; the qualification required.</td>
</tr>
<tr>
<td>7.</td>
<td>3.21.3 (a) Catalogues, Brochures, Manufacturer’s/Principal’s Drawings</td>
<td>Catalogues, Brochures and Manufacturer’s Drawings are required.</td>
</tr>
<tr>
<td>8.</td>
<td>3.22.4 Demonstration and/or Inspection and/or Test Report(s)</td>
<td>Test Reports required</td>
</tr>
<tr>
<td>9.</td>
<td>3.23.3 Warranty/Warranty Period</td>
<td>Warranty period of twenty four (24) Months from date of commissioning</td>
</tr>
<tr>
<td>10.</td>
<td>3.24.1 Tender Security</td>
<td>Kshs. 300,000.00</td>
</tr>
<tr>
<td>11.</td>
<td>3.25 Validity of Tenders</td>
<td>120 Days</td>
</tr>
<tr>
<td>12.</td>
<td>3.42 Award of contract</td>
<td>Shall be for Design, supply, installation and commissioning as one whole contract</td>
</tr>
</tbody>
</table>
### SECTION V

**SCHEDULE OF REQUIREMENTS**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Brief Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FOR GOODS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Within the Employer’s country</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>From abroad</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>INSTALLATION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>COMMISSIONING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>TRAINING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>AFTER SALE SERVICES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>LICENCES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
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<td>9</td>
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<tr>
<td>10</td>
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</tr>
</tbody>
</table>

**NOTES:-**

1. All Tenderers must indicate the type, model (where applicable), dimensions and weight of the goods in their bid documents.
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

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Country of origin</th>
<th>Unit price DDP VAT Exclusive</th>
<th>Unit price DDP VAT Inclusive</th>
<th>Total price DDP VAT inclusive</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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<tr>
<td>6.</td>
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<tr>
<td>7.</td>
<td></td>
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</tr>
</tbody>
</table>

FOR GOODS FROM THE EMPLOYER’S COUNTRY

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Country of origin</th>
<th>Unit price DDP VAT Exclusive</th>
<th>Unit price DDP VAT Inclusive</th>
<th>Total price DDP VAT inclusive</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
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<tr>
<td>5.</td>
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<td>6.</td>
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<td>7.</td>
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</table>
### PRICE SCHEDULE FOR INSTALLATION & COMMISSIONING

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Details</th>
<th>Price VAT Exclusive</th>
<th>Price VAT Inclusive</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td></td>
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<tr>
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<td>7.</td>
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</tbody>
</table>

### PRICE SCHEDULE FOR SERVICES

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Details</th>
<th>Price VAT Exclusive</th>
<th>Price VAT Inclusive</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
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<tr>
<td>4.</td>
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<td>5.</td>
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<td></td>
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<tr>
<td>7.</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**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 downwards to two decimal places and used for the purposes of this tender.
### BILL OF QUANTITIES STIMA PLAZA

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Access Control IP Biometric Fingerprint Readers</td>
<td>NO</td>
<td>52</td>
<td></td>
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</tr>
<tr>
<td>1.2</td>
<td>Biometric time and attendance terminals</td>
<td>NO</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Master Controller</td>
<td>NO</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Single-Reader IP Door Controller</td>
<td>NO</td>
<td>33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Access Control System (Full Web) for up to 15000 Employees, 20 Users</td>
<td>LOT</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Access Control IP licenses</td>
<td>LOT</td>
<td>LOT</td>
<td></td>
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</tr>
<tr>
<td>1.7</td>
<td>Finger Print USB enrollment readers</td>
<td>NO</td>
<td>2</td>
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</tr>
<tr>
<td>1.8</td>
<td>Electro-Magnetic Lock (300KG)</td>
<td>NO</td>
<td>26</td>
<td></td>
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<tr>
<td>1.9</td>
<td>System Door Closure</td>
<td>NO</td>
<td>26</td>
<td></td>
<td></td>
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<tr>
<td>1.10</td>
<td>System Override Key(In event of System Stalling)</td>
<td>NO</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>Emergency Break Glass</td>
<td>NO</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.12</td>
<td>Allow for LAN Networking Supplies, Fiber, SFP Modules, Patch Panes, UTP Cat 6A, Cabinet Connection and Management Accessories Including Patch Panels, Organizers,</td>
<td>LOT</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.13</td>
<td>Allow for Admin Workstation- Intel Core i7-2600 (3.40 GHz, 8MB cache, 4 cores) C/W 32” LED Industrial Grade Monitors</td>
<td>NO</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.14</td>
<td>Provide for Access Control PoE Switch (CISCO SG 300-28P 28-port Gigabit PoE)</td>
<td>NO</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.15</td>
<td>12 U Cabinet</td>
<td>NO</td>
<td>5</td>
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<tr>
<td>1.16</td>
<td>Power Supply Unit with a Backup Battery (20AH, 12v UPS/Battery)</td>
<td>NO</td>
<td>26</td>
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</table>

**TOTAL**
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Access Control IP Biometric Fingerprint Readers</td>
<td>NO</td>
<td>4</td>
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<tr>
<td>1.2</td>
<td>Biometric time and attendance terminals</td>
<td>NO</td>
<td>8</td>
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</tr>
<tr>
<td>1.3</td>
<td>Master Controller</td>
<td>NO</td>
<td>8</td>
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<tr>
<td>1.4</td>
<td>Single-Reader IP Door Controller</td>
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</tr>
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<td>1.12</td>
<td>Allow for LAN Networking Supplies, Fiber, SFP Modules, Patch Pans, UTP Cat 6A, Cabinet Connection and Management Accessories Including Patch Panels, Organizers,</td>
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<tr>
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<td>NO</td>
<td>1</td>
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<tr>
<td>1.14</td>
<td>Provide for Access Control PoE Switch (CISCO SG 300-28P 28-port Gigabit PoE)</td>
<td>NO</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.15</td>
<td>12 U Cabinet</td>
<td>NO</td>
<td>4</td>
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</tr>
<tr>
<td>1.16</td>
<td>Power Supply Unit with a Backup Battery (20AH,12v UPS/Battery)</td>
<td>NO</td>
<td>8</td>
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</table>

**TOTAL FOR RUARAKA**
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>Allow for 1.5 KVA rack mount UPS for Switches,</td>
<td>NO</td>
<td>6</td>
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<tr>
<td>Provision For Cabling (CAT 6A), Conducting and Related Installation Accessories</td>
<td>LOT</td>
<td>LOT</td>
<td></td>
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</tr>
<tr>
<td>System Installation, Testing and commissioning</td>
<td>LOT</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Civil Works, Power Cabling and Outdoor Mounting Accessories</td>
<td>LOT</td>
<td>LOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SYSTEM SUPPORT FOR TWO YEAR (Warranty Period)</td>
<td>LOT</td>
<td>LOT</td>
<td></td>
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<tr>
<td>Integration with the SAP System for Time &amp; Attendance Management</td>
<td>LOT</td>
<td>LOT</td>
<td></td>
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<tr>
<td>Site Training (8 PERSONS)</td>
<td>LOT</td>
<td>LOT</td>
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<tr>
<td>Factory Training and FAT (Software &amp; Hardware Experience-for 6 No. Members of Staff)</td>
<td>LOT</td>
<td>LOT</td>
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<tr>
<td>2 Year Warranty on all Access Control Hardware Components</td>
<td>LOT</td>
<td>LOT</td>
<td></td>
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<tr>
<td>Allow for Miscellaneous devices and Works to meet specification/Scope of the project</td>
<td>LOT</td>
<td>LOT</td>
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<tr>
<td>Spares (complete with a list including part numbers) for two year maintenance</td>
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</table>

**TOTAL**

**TOTAL CARRIED FROM PAGE**

**ADD 16%**

**TOTAL VAT INCLUSIVE**

**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 sufficient; whether it is issued as required in the tender document; 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 and signed.

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.
   c) Valid Tax Compliance Certificate.

7.1.4.2 For Foreign Tenderers and subcontractors
   a) Company or Firm’s Registration Certificate
   b) PIN Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer’s country of origin indicating that such certificate or its equivalent is not issued.
   c) Valid Tax Compliance Certificate or its equivalent in the country of bidder or a statement from the tax authorities in the Tenderer’s country of origin indicating that such certificate or its equivalent is not issued.

7.1.5 That the Tender is valid for the period required.

7.1.6 That the Site/survey visit form is signed and stamped 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 Submission and considering the Implementation Plan.

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

7.1.13 That the bidder is registered with National Construction Authority (Minimum NCA5)
7.1.14 That the bidder is registered with Communication Commission of Kenya (CCK)

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

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.

7.2.2 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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description of criteria</th>
<th>Max Points</th>
<th>Awarded</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td><strong>IP Based Biometric Time and attendance components response to technical specifications</strong>&lt;br&gt;i. A bidder who submits an accurate and complete data sheets to KPLC specifications. <strong>15 points</strong>&lt;br&gt;ii. A bidder who submits an accurate and complete data sheets but only partially meets KPLCs specifications. <strong>5 points</strong>&lt;br&gt;iii. A bidder who does not submit any of the requirements shall be awarded. <strong>0 points</strong></td>
<td>15</td>
<td></td>
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<tr>
<td>1.2</td>
<td><strong>Unified Time and Attendance Software Platform features and licensing model, and compatibility with SAP</strong> [disclose licensing model in the technical document]&lt;br&gt;i. A bidder whose submission is comprehensive and meets KPLC specifications. <strong>10 Points</strong>&lt;br&gt;ii. A bidder whose submission is comprehensive but only partially meets KPLCs specifications. <strong>3 Points</strong>&lt;br&gt;iii. A bidder whose does not provide any information, <strong>0 points</strong></td>
<td>10</td>
<td></td>
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<tr>
<td>1.3</td>
<td><strong>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.</strong>&lt;br&gt;&lt;br&gt;<strong>No of Years in operations</strong>&lt;br&gt;5 Years and above – 10 marks&lt;br&gt;3-5 Years – 8 Marks&lt;br&gt;2-3 years – 6 marks&lt;br&gt;Below 2 years – 4 marks&lt;br&lt;br&gt;&lt;br&gt;<strong>Implementation of Similar projects (attach LPOs and contract Documents)</strong>&lt;br&gt;5 Projects – 10 marks&lt;br&gt;4 Project’s – 8 marks&lt;br&gt;3 Projects – 6 marks&lt;br&gt;2 Projects – 4 marks&lt;br&gt;1 Projects – 2 marks&lt;br&lt;br&gt;&lt;br&gt;<strong>Value of Projects Implementation (attach LPO’s and contracts)</strong>&lt;br&gt;Kshs .10 Million and above – 10 marks&lt;br&gt;Kshs. 3-5 Millions -8 marks&lt;br&gt;Kshs. 2-3 Millions – 6 marks&lt;br&gt;Below 2 Millions – 2 marks</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td><strong>Features of the Client work Stations and Maintenance laptops</strong>&lt;br&gt;i. A bidder who submits details that meets all KPLC specifications. <strong>10 marks</strong>&lt;br&gt;ii. A bidder who submits details that partially meets KPLC specifications. <strong>3 marks</strong>&lt;br&gt;iii. A bidder whose does not provide any information <strong>0 marks</strong></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Description of criteria</td>
<td>Max Points</td>
<td>Awarded</td>
<td>Remarks</td>
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</table>
| 1.5 | **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. 
Proposed completion period for the project accompanied by a proposed Implementation Plan with completion date. | 10 | | |
| 1.6 | **Training & FAT**  
Bidders should provide a comprehensive training program for KPLC staff as described in this tender document. The points shall be awarded as follows:  
i. A bidder who provides a comprehensive training program as per KPLC’s requirements. **5 marks.**  
ii. A bidder who provides a training program that only partially meets KPLC’s requirements – **2 marks.**  
iii. A bidder who will provide no training. **0 marks.** | 5 | | |
| 1.7 | **Neatness of document as per Tender Format i.e.**  
a) Proper Binding and paginating of all documents without any breaks – 1 mark  
b) Clarity of information - 1 mark  
c) Proper labeling of contents- 1 mark  
d) Proper referencing of contents - 1 mark  
e) Relevance of all attached documents in conformity with the requested information in Tender document - 1 mark | 5 | | |
| 1.8 | **Qualified Technical staff in the company relevant to the installation of security systems and access control industry who will actively be involved in the proposed project.** Provide employment/appointment letters, contracts of the key personnel including length of service and termination date, CV, Academic and professional certificates and evidence of registration with relevant professional bodies and Telephone contacts.  
i) Engineer in Engineering or Information and Technology or Telecommunication --- **15 marks**  
ii) Diploma in IT, Telecommunication or Electronics……**10 marks** 
Note: Bidders can only qualify in i or ii to get maximum **15 marks.** | 15 | | |
| TOTAL | **100** | | | |

**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:-

<table>
<thead>
<tr>
<th>NO.</th>
<th>EVALUATION CRITERIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.3.1</td>
<td>a) Confirmation of the authenticity and sufficiency of the submitted Tender Security</td>
</tr>
<tr>
<td></td>
<td>b) Confirmation of and considering schedule of rates and prices and/or priced Bill of Quantities duly completed and signed.</td>
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<tr>
<td></td>
<td>c) 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)</td>
</tr>
<tr>
<td></td>
<td>d) Where applicable, Conducting a financial comparison, including conversion of tender currencies into one common currency</td>
</tr>
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<td></td>
<td>e) Correction of arithmetical errors</td>
</tr>
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<td></td>
<td>f) Taking into account the cost of any deviation(s) from the tender requirements</td>
</tr>
<tr>
<td>7.3.2</td>
<td>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:-</td>
</tr>
<tr>
<td></td>
<td>a) Turnover in the Last Financial Year i.e. twelve months of at least 40% of the total tendered value.</td>
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<td></td>
<td>b) Checking and considering that the Tenderer’s solvency ratios are acceptable to KPLC and meet the threshold of:-</td>
</tr>
<tr>
<td></td>
<td>(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 <strong>cash</strong> 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 <strong>ALL</strong> days of the month of the Date of the Tender Document.</td>
</tr>
<tr>
<td>7.3.3</td>
<td>Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-</td>
</tr>
<tr>
<td></td>
<td>a) Declared maximum value of business</td>
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<td></td>
<td>TOTAL</td>
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</table>

*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>
<thead>
<tr>
<th>Clause No.</th>
<th>Headings</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>Definitions</td>
<td></td>
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<tr>
<td>8.2</td>
<td>Application</td>
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<tr>
<td>8.3</td>
<td>Country of Origin</td>
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<td>8.4</td>
<td>Standards</td>
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<tr>
<td>8.5</td>
<td>Use of Contract Documents and Information</td>
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<tr>
<td>8.6</td>
<td>Patent Rights</td>
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<td>8.7</td>
<td>Performance Security</td>
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<td>8.8</td>
<td>Approval before Manufacture</td>
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<td>8.9</td>
<td>Inspections and Tests</td>
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<tr>
<td>8.10</td>
<td>Pre – Shipment Verification of Conformity</td>
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<td>8.11</td>
<td>Packaging and Labeling</td>
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<td>8.12</td>
<td>Delivery and Documents</td>
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<td>8.13</td>
<td>Liability and Insurance</td>
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<td>8.14</td>
<td>Payment</td>
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<td>8.15</td>
<td>Interest</td>
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<td>8.16</td>
<td>Prices</td>
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<td>Assignment</td>
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<tr>
<td>9.19</td>
<td>Sub-Contracts</td>
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<tr>
<td>8.20</td>
<td>Project Manager</td>
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<tr>
<td>8.21</td>
<td>Works</td>
<td></td>
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<td>8.22</td>
<td>Safety at work sites</td>
<td></td>
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<td>8.23</td>
<td>Discoveries</td>
<td></td>
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<td>8.24</td>
<td>Access to site</td>
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<td>8.25</td>
<td>Instructions</td>
<td></td>
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<td>8.26</td>
<td>Dayworks</td>
<td></td>
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<tr>
<td>8.27</td>
<td>Early Warning</td>
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<td>8.28</td>
<td>Defects</td>
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<td>8.29</td>
<td>Retention/Defects Liability</td>
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<tr>
<td>8.30</td>
<td>Completion and Taking Over</td>
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<td>8.31</td>
<td>Early Completion</td>
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<td>8.32</td>
<td>Corrupt Gifts</td>
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<td>8.33</td>
<td>Termination</td>
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<td>8.34</td>
<td>Force Majeure</td>
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<td>8.35</td>
<td>Liquidated Damages</td>
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<tr>
<td>8.36</td>
<td>Warranty</td>
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<td>8.37</td>
<td>Resolution of Disputes</td>
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<td>8.38</td>
<td>Language and Law</td>
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<tr>
<td>8.39</td>
<td>Waiver</td>
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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.

8.4 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
18.16.1 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.
18.16.2 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
18.17.1 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
18.20.1 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.
18.20.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between KPLC and the Contractor.
18.20.2 The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractor.

8.21 Works
18.21.1 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 8.33.1, 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:

- war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- 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;
- Rebellion, revolution, insurrection, military or usurped power and civil war;
- riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;
- 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.
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.

<table>
<thead>
<tr>
<th>No.</th>
<th>GCC Reference Clause</th>
<th>Particulars of SCC</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.14</td>
<td>Terms of Payment</td>
<td>The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents.</td>
</tr>
</tbody>
</table>
| 8.20 | Project Manger | The Project Manager appointed by KPLC:  
Name: Dick Kwinga  
Address:  
Telephone: |
| 8.36 | Warranty Period | 2 year |
| 8.29 | Defects Liability Period | 12 Months days |
SECTION X - TECHNICAL SPECIFICATIONS

SECTION I

INTEGRATED BIOMETRIC ACCESS CONTROL, TIME & ATTENDANCE SYSTEM UPGRADE OBJECTIVE

1. OBJECTIVES

a) Kenya Power has a workforce of between 10,000 and 12,000 countywide. The company runs SAP system as their main ERP.

b) The company therefore needs to implement a very scalable Biometric Time and Attendance solution in the proposed sites that will be integrated with the SAP system for remote operations and workforce management.

c) Further, a requirement to provide options for Mobile Phone Reporting, Supported with Google Maps for remote logs in the event that portable Time and Attendance clocks being not logistically available. This will ensure employees can only report from designated sites and cost centers.

d) Time & Attendance system must support integration with our SAP and Payroll.

e) The system will be hosted centrally at the Head Offices with remote access via WAN and Web. Back-ups will be done at our Data Recovery Center.

f) All branches installations should run from a Central Database, meaning all reports from all branches can be collected locally but admin consoles delegated at branch level using standard browser interface. The same can be done using portable smart devices like phone, pads etc.

g) For Administration and Data processing purposes, the system will allow for as many number of licenses as say 100-150 both on the corporate Wide Area Network (WAN) and unlimited web access and operations

h) The Biometric Time and attendance shall be an enterprise class IP access control software solution. It shall be fully embedded within a Unified Security Platform (USP).

i) The Biometric Time and Attendance shall be highly scalable to support configurations consisting of thousands of doors with facilities spanning multiple geographic areas.

j) The Biometric Time and Attendance shall support an unrestricted number of logs and historical transactions (events and alarms) with the maximum allowed being limited by the amount of hard disk space available.

k) The Biometric Time and Attendance shall support a variety of access control functionality, including but not limited to:

- Controller (Unit) management, door management, elevator management, and area management
- Cardholder and cardholder group management, credential management, and access rule management
- Badge printing and template creation.
- Visitor Management.
- People counting, area presence tracking, and mustering.
- Offer a framework for third party hardware integration such as card and signature scanner

2. **PROPOSED SYSTEM MODULES**
   - Time and Attendance
   - Access Control
   - Presence Registration
   - Visitor Registration
   - Parking Management

3. **TERMINALS & COMMUNICATION MODULES**
   - Biometric Terminals
   - System Controllers
   - Biometric Data Collection Terminals
   - Communication modules
   - Biometric Enrollers.
   - Client Workstation Computers
   - System Switches
   - Power Supply
   - Magnetic Locks, Switches, Override Systems, emergency Breakglass
   - Power Back Up
   - Cabinets
   - Network Infrastructure
SECTION II

A) SYSTEM DESIGN OVERVIEW

1. GENERAL DESIGN

The Biometric Time and Attendance and Access Control System must be an IP based access control solution.

The system must be able to assume and incorporate many security functionalities:

- Set-up
- Management
- Surveillance of access by cardholders
- Hardware units (controllers),
- Events, alarms, visitors, tenants
- Monitoring and reporting in real time.

The system must provide permanent scalability. It must allow management of composed configurations, including an unlimited number of doors spread across multiple locations.

The system must be designed with an open architecture and support:

- Access control hardware (UTL, badge readers) from many manufacturers, and other third-party applications
- An unlimited number of access server modules; Each access server must allow for the management of several hundred drive connections, depending on the controller model used
- A maintenance mode for use during installation or maintenance of a controller
- Counting of individuals (or monitoring their presence in an area), which can be used to conduct censuses
- Real-time surveillance reporting of a number of cardholders present in an area, for all areas; Surveillance must be based on infrastructure access control, both for local and remote areas

The system must allow for the creation of up to 999 custom fields in addition to the basic fields of the badge holder file.

The following types of custom fields must be supported:

- Text
- Whole
- Decimal numbers
- Date
- Boolean values and images (graphics)
- Default values
- Value inserted automatically from another field or an external data source
- Prohibition of certain characters and/or symbols in some fields
- Uneducable fields
- Required fields.

It must be possible to import custom field values using an import tool.

The system must support local or global anti-pass back and anti-timeback management, even in the absence of the server.

The system will allow for the following operations:

- Key/map/digital fingerprinting management
• Changing the status of keys/cards: valid/invalid/lost/stolen
• Programming unlimited access groups
• Allowing door relays to open at given times according to a given weekly schedule
• Allowing door relays to open at given times according to a given weekly program so that the doors cannot be opened using a valid key/card/fingerprint
• Allowing the definition of a separate opening time for each cardholder (e.g., for disabled people or delivery drivers)
• Programming an unlimited number of daily programs for different applications
• Changing the system time and date.
• Defining up to 180 days of vacation or "special days." These days can be assigned to weekly programs to enable the automatic failover to safety mode during these days
• Completely web-based solution utilizing database
• Unlimited geographical levels (country, cities, sites, buildings).
• Unlimited logical organization hierarchies (e.g. company, department, team).
• Multi-calendars.
• Ability to process-250 daily employee records within 1 second or better. Critical with mass processing of thousands of employees during long period.
• On premises and hosting solution.
2. FLEXIBILITY & EASY TO IMPLEMENT BUSINESS RULES:

- Access Control and Time & Attendance correlation rules.
- Command set - unlimited number of commands/rules can be executed in sequence in response to events.
- Input zone define whether a person should submit his badge (or a code) or his badge + a code.
- Auto mode – is a functionality which enable to activate a relay or a sensor on specific days and times.
- Conditions - unlimited conditions can be defined, to be used for relays, sensors, counters and timers.
- Support unlimited number of employees.
- Support unlimited time categories to enable flexibility of storage of worked hours.
- Support unlimited work rules for flexible processing, easy implementation and maintaining of the worked hours.

IMPLEMENTATION & TRAINING OF SYSTEM

- A good implementation of a system is of crucial importance. The information needs to be accurate and reliable. To reach this target, the training required will be excellent (on site location, and Factory).

- This training is will be completely tailored to our requirements

3. UNIFICATION OF SYSTEMS

The access control system must be fully integrated into the unified security platform and must use a unique surveillance interface, an operating station, to ensure the unified and standardized operation of systems. The configuration interface of the access control system must be the same application as the configuration interface of the unified security platform. It must allow:

- The administrator or users with appropriate access rights to change system settings
- Decentralized setting and administration of the video surveillance system from anywhere on the IP network
- The administrator to configure access control system entities (An entity is a system component used to create an access control system)

Viewing events in real time
4. ARCHITECTURE

5. FUNCTIONAL SPECIFICATIONS

General functionalities of the access control platform:
The system architecture must be supported by IP multicast network architecture, and it must monitor and record hundreds of events per second.
The system must allow the use of thousands of doors, and it must support a large number of input output (I/O) modules and smart door controllers.
The system must support its multiple controllers, Native IP, IP POE and traditional ones based on RS 485, RS 422 Bus.
The access control functions will, at a minimum, be:

- Creation of badges, access rights management, exception management, automatic import of files, ODBC functions, filter management of histories by simple and pre-recorded queries, automated editing of reports, etc.
- Multi-badge management (with the possibility of managing from the same badge file an unlimited number of credentials)
- Wiegand management reader, clock/data or RS485 up to 200 bits, 125 Khz- or 13.56 MHz-type badges, remote parking, license plate reader, etc.
- Badge customization and printing
- Possibility of enrolling a badge from any reader on the site
- Simple and complex SAS management
- Local and global anti-pass back and anti-time back, even in the absence of the server
- Integrated management of autonomous cylinders or crutches
- Integration of reading of vehicle license plates (The license plate number must appear in the badge file)
- Counting by zone, management of the Internal Organization Plan with automatic editing of a list of people in the secure and unsecured zones
- Badge maker integration
• Visitor management integration
• The system must integrate selective elevator management
• The system must allow at least four levels of "Crisis Management." In this mode, the system, hardware, configuration and programming may be modified by simply changing the crisis mode level from 0 to 4
  The transition between different crisis levels must be completed in less than 10 seconds. To do this, the various settings (access rights, users, time zones) of the crisis levels must be preloaded into the UTL
• The system must support the zone-locking functionality, allowing a user to intuitively configure several doors in the same sector to secure a zone
• The system must be able to monitor and report the activity of a door in a locked zone

6. TECHNICAL SPECIFICATIONS

Architecture:

The system must be designed based on a client/server model. The system must consist of server and client applications.
The system must be a multi-user and multitasking environment.
The system must allow for the installation of server and client applications on the same machine. The system must also support a distributed environment where servers and clients can be installed on multiple PCs on an IP network.
The system must allow for the creation of security partitions. The security partitions must allow the system administrator to logically segment the configuration database and group multiple entities into a security partition (multi-site, multi-tenant).
The proposed system must provide the ability to adapt IP networks but also 485 Bus networks in order to adapt to any environment and propose a flexible architecture. The system must provide the ability to use both IP and Bus controllers of different brands.
Each controller must be able to manage from 1 to 64 readers and allow one guaranteed independent operation in case of loss of communication with the server.
The controller should be the cornerstone of the system, guaranteeing independent operation and storage of event histories in case of network failure (Bus or IP). Stored events must be returned to the supervisor when

System Security:

Communication between the controllers and the central system (server) must include an encryption system to ensure the secure exchange of information.
Server Application:

The configuration interface of the access control system must be the same application as the configuration of the unified security platform. The configuration interface must allow the administrator or users with appropriate access rights to change system settings. The configuration interface must allow for the decentralized set-up and administration of the access control system from anywhere on the IP network. The configuration interface must allow the administrator to configure access control system entities. An entity is a system component used to create an access control system.
7. CAPACITY OF THE ACCESS CONTROL SYSTEM

The system must be designed to run on a PC-based platform. The system interface must be simple to use and limit the number of external applications required to set parameters and monitor the system. The user interface must consist of a single client configuration interface and a single client surveillance interface (Operation). System server modules must be compatible with multiple operating systems. System client modules must run on PC Based Platform. The system must be designed with the latest and most effective design tools. The system must have an import/export utility to retrieve and export information to directories or file type’s e.g. ACTIVE DIRECTORY, Spreadsheet, etc. The system database servers must be designed to work with SQL based servers.

**Capacity and scalability:**

The system must support a large number of configurations. All systems must provide the possibility of at least a 40% expansion of software and hardware. The system must be able to support an unlimited number of access server modules. Each access server will support hundreds of drive connections, depending on the controller model used. The system must be able to manage an unlimited number of logs and transaction histories (events and alarms), the maximum number being dependent on the amount of disk space available and the duration of storage required by Kenya Power by event category.
SECTION III

SYSTEM BASIC REPORTS

1) SYSTEM REPORTS

Access Control, Time and Attendance Reports

The System must be able to generate the following reports:

a) **Time Card Report**

   This report presents daily data and a monthly total per employee and can be submitted to employees for review and approval.

b) **Daily Attendance Report**

   Reports employee daily attendance data for a specified period, such as day, week, month or any other specified time-span.

c) **Organizational Periodic Report**

   Reports periodical attendance data according to the organization period tree.

d) **Periodic Future Absence Report**

   This report will display employee absences according to the system’s time classification definitions and according to the employee’s organizational association.

e) **Annual Employee Departmental Report**

   This report presents absence and presence data according to departments, where you can select the type of the summary. The options are: Department, Shift, Total summary.

f) **Periodic Employee Departmental Report**

   This report presents totals of / department attendance data for a selected period. You can either generate a report for a selected date range or the period indicated by the Rule/Employment Agreement.

g) **Exceptions Report**

   Presents exceptional employee transactions for the period and time you select. The meaning of exception in this report is a deviation from attendance time defined by the Rule/Employment Agreement with the employee.

h) **Absence Types Report**

   This report presents exceptional transactions of the employee absence type for the period and time you define.
2) THE TIME & ATTENDANCE MODULE

a) Primary Features:

- The Time and Attendance Solution must be of state-of-the-art workforce management Application suitable for any type of organization, regardless of the number of employees.
- The Solution must be available either on-premises or as hosting solution.
- The system must address all facets of time and attendance, scheduling, absence management and activity based costing covering the following:
  i. The Attendance module will manage all employee attendance data, starting with the employee Work Rules which are the employee contract information, through collecting real-time employee activity information and finally passing this information to the payroll department.
  ii. Report format in PDF, and an option for sending report via e-mail
  iii. Multi-organization system
  iv. Full online system, enabling viewing employee presence/absence in real time
  v. Flexible work agreements and parameters
  vi. Support multiple calendar formats
  vii. The System must include 5 employee connectivity levels: zone, factory, section, department and work center, which can be adjusted according to clients’ requirements
  viii. Dynamic authorization system for reports, screens and menus, including authorization for reading or reading/writing into a table
  ix. Variable reports, and an option for producing new reports, or customizing existing ones
  x. Flexible options for file import and export
  xi. Graphic reports for managers
  xii. Export to payroll
  xiii. Absence Balance, Overtime, Leave
  xiv. To support Smart Card applications
  xv. Web based reporting system
  xvi. Provision for export Employee shift Rotation Details with From Date & To Date option
  xvii. Export of report to text, PDF, spreadsheet ,CSV format
- Powerful functionality Fully web-based & flexible structure Full system security with rights per user Fully adjustable browsers

b) Extensive employee information

- The System should have the ability to offer extensive, self-defined additional data for general use, combined with self-service facility, expenses management and absence tracing.
- The system should have the ability to support and process all types of employees, such as full-timers, part-timers, shift workers and all flexible forms of employment to be accurately processed combined with a high level of performance.
- The System should processes the data within seconds for thousands of employees. The
processing of the most complex rules is to be achieved by simply setting up parameters, complemented by powerful calculation rules that can apply at different stages of the calculation process.

c) **Assign user privileges**

- The System should be such that one can set privileges per user. With these privileges you can define which parts of the system a user can access. You can then specify which data is read-only and which may be modified. In addition each user can choose its own language

(d) **Graphical Presentation of Details**

- A management tool to follow presence and absence daily, periodically and on an annual basis. In one glance one can view details such as absence, late arrival, early departure, overtime, deficiency, etc.

- Should enable easy selection of data to be transferred to Spreadsheet applications with same graphics easily displayed. {Remove Ms excel}

(e) **System Browser Details**

- The System must have the ability to allow the browsers are to be set entirely by the user. This is to enable a very user friendly overview of the daily and periodic data in the system.

- The data selected to enable control the data and make corrections and adjustments. The calculations, based on the adjusted data, are to be performed on the fly and the results are immediately visible on screen.

- The System to support fully adjustable browsers. The order in which the data is presented and the grouping of data in different tabs are entirely defined by user. one can determine which fields are read-only and which can be modified. This should allow one to assign colors to selected fields in order to distinguish the different groups of data.

- One should easily select daily or periodic data to be transferred to Spread Sheet applications. The selected graphics will also be displayed in the Spread sheet pages
d) **Built-in report generator**

- The System must offer many standard reports of which both the layout and functionality can be adjusted by the user to fit the individual needs.

- Flexibility should be such that one can also add own reports. Each report comes with an extensive filter menu to obtain exactly the information you want. Reports can be displayed on your screen, sent to the printer or via e-mail, but also stored as a file.

e) **Import/Export and Salary Transfer**

- The System should provide for easy data export module that enables the transferring of data to and from another system.

- This should enable only the selected data will be transferred. Each data element to be stored in a predefined field of the database (import). When exporting, the selected data will comply with the record format as required by the other system. During the transfer, one can adjust the data so that it will fit into the database of for imports or in other systems (for export).

- The export module must also have the ability to transfer information into a payroll system/SAP System. The salary transfer module ensures that the required data is transferred to any payroll systems in the correct order and in the right format.
f) **Remote Reporting via Smart Phone, Smart Devices and GSM**

The System should provide for the following:

- Control of terminal using Smart Phone or Tablet
- Flexible reporting options and various system privileges, depending on the user profile
- Remote Absence Booking with/without Manager approval for vacation days, sick days, and personal days
- Real time reporting and updates via Smart Phone and Tablets;
- Time and location stamps per employee
- Employee Photo & Location Can be saved as additional data to the swipe Locate the closest available and respond quickly, good for on call duty and work in the field
- Regional based reporting
- GPS location via your mobile
- Limit employees from reporting at a particular area by satellite, including the possible deviation (Limitation reported by Location)
- Configure each report to be saved along with the image of the reported worker and their displayed location on the integrated Google Earth map.

3) **ACCESS CONTROL MODULE**

1. **Primary Features:**

   - This should be a completely web-based application for access control, where cutting-edge technology is combined with user-friendliness.
   - This module must support an unlimited number of controlled entrances, the day or the ability to enter as many persons as will be needed. The Access Control should directly drive an unlimited number of entrances (doors, turnstiles, barriers, etc.).
   - Entrance can be granted only on specific dates and day types, within defined time zones and only for selected groups. Additionally, an entrance can be set free or blocked at any given moment.
   - This should also allow for definition of any number of persons. Each person can access one or more entrances. For certain days and hours different access rules can apply. The validity of the access rules can be limited to one day or to an unlimited period of time and anything in between.
   - The System must also support basics like:
     - Anti-pass back (Global and Local) with time limit; Commands and command sets;
     - Auto mode for relays and sensors;
     - Automatic settings based on day and time;
     - Different access rules for different groups;
     - E-mails and text-messages;
     - Optional duress code among others

   The software should be able to store and track the following information;
- General Cardholder’s information
- Company details
- Card Holders Details
- Card Holders Department
- Card Holders Picture, Card Holders RFID
- Card Holders fingerprint

The software should be able to successfully authenticate to allow or deny access to an officer or visitor by use of;
- RFID contactless card, Biometric Fingerprint, Keypad access via User Code and Password.
- The software should be able to log the authenticated or denied access
- In the device storage memory in the Back end Database

2. Time zones and calendar

- Each entrance can be governed with an unlimited number of time zones, depending on the group of persons who are granted access.
- For each day or day type and for each person, a different combination of access rules can be set. For example: An access rule for a work day and a different access rule for the weekend. Beside the days of the week one can define an unlimited number of additional day types (like holidays).
- The System should therefore support unlimited number of Calendar’s

3. Special/Advanced features

- Auto Mode Function: Enables you to automatically drive (open or close) one or more relays, depending on the day type and the time of the day. In this way one can set actions to take place on certain days and hours. The auto mode also offers the possibility to react to sensors on specific days and times.

- Predefined Commands: The System should be able to activate a command set with predefined commands. For instance, in case of fire alarm several doors will open, other doors will close, reports will be printed, emails and text messages will be sent et cetera. A ‘command set’ can be started manually or as the result of an event (sensor signal) but also on a predefined date and time, using the scheduler.

- Browser Reports: All events that take place are reported. Each type of event can have its own color with its typical information. The information can be filtered and sorted to select only the applicable information in the preferred order.

- To enable users to access data, each user has a profile of data he/she is allowed to see and or to modify. Each user, depending on the setting and the selection he makes, can use the system in his own language or have ability to translate language.
4) PRESENCE REGISTRATION MODULE

1. Primary Features:

- This is the ideal tool for those who need to know at any time who is in. Presence Registration is an indispensable tool for receptionists, telephone operators, security personnel and for any other person to be able to quickly trace a person.

- Quick check to aspects as following should be covered:
  
  - **In case of emergency**: Who is in? How many first aid persons are on the premises?
  - **At the reception desk**: How many persons are in, on which location, in which building?
  - **Upon departure**: Are you the last one to leave?
  - **When someone cannot be reached**: Is he absent, is he in a different location, is he travelling or does he simply not want to be disturbed?

- The System Module must always display the actual status of the group one selects in a clear and simple manner with ease of selection and display of building location, building, and department etc.,

- This module should make it easy to trace a single person from a long list, simply type the first letters of his name and the person is automatically selected.

- Instant view of presence and absence

- Generate an emergency report at any time

- Sort and filter information as needed

- Should support identification of persons using photos

- Unlimited number of statuses

- Fully web-based application

2. Identification using photos

- If required, with every new transaction the photo of the person can be displayed together with the status (In, Out, etc.), the date and the time. This is to quickly inform about the arrival or departure of persons. Pop-up of the photo enables you to identify a person even if you do not know him/her.

3. Emergency situation

- In case of emergency required information should be generated and the fire report can be displayed on the screen but also sent to all printers on the network. The fire report indicates who is in and at which mustering point each person has to report as well as where and when each person punched last. The list is generated per mustering point and for ease of use the names are grouped per department and in alphabetic order.

- The System should have the ability to be connected to the fire alarm system. All designated doors will be automatically set to open and the fire report will be generated.
4. **Single and multi-user**

- As a web application, all users can view the information at the same time and each user can select the group he is interested in. The system manager can limit the group of persons one is allowed to view.

5. **Integration with other Modules**

- The presence module should fully integrate with all other modules of the suite using the same (SQL) based database.
SECTION IV

HARDWARE TECHNICAL SPECIFICATIONS:

1. FIELD DEVICES SPECIFICATIONS (TERMINALS, STORAGE, ADMINISTRATION & COMMUNICATION)

These will include but not limited to the following:

a) System Controllers
b) Biometric Terminals
c) Biometric Enrollers.
d) System Switches
e) Power Supply
f) Magnetic Locks, Switches, Override Systems, emergency Break glass
g) Power Back Up
h) Cabinets
i) Networking

2. SYSTEM CONTROLLERS

CONTROLLER TYPES

A) SINGLE DOOR CONTROLLER ARRANGEMENT

- The Controller should support two readers with a minimum of 2 relays to enable it to control 2 entrances.
- Minimum of 2 sensors, 8 timers, 8 counters and 8 group counters. This enables it to carry out complex operations if needed.

B) 2 DOOR CONTROLLER ARRANGEMENT

- The Controller should support four readers with a minimum of 8 relays which enables it to control 8 entrances (i.e. Single Direction or 4 for IN & OUT).
- Minimum of 8 sensors, 8 timers and 8 counters to enable it to carry out complex operations.

C) 4 DOOR CONTROLLER ARRANGEMENT

- The Controller should support eight readers with a minimum of 8 relays which enables it to control 8 entrances (i.e. Single Direction or 4 for IN & OUT).
- Minimum of 8 sensors, 8 timers and 8 counters to enable it to carry out complex operations.

Network Controller /Reader Interface Specifications (General):

The Controllers should have advanced features that can enable them to simultaneously accept transactions from readers, sensors and drive relays (doors) as will be specified for Two, Four or Eight Readers Controllers types.
a) The Controller should automatically control external devices such as CCTV cameras, sound and visual devices, sending alarm signals and the like.

b) The Controller should have an auto mode also to enable it to react to or ignore one or more sensors on specific days and times.

c) The controller should enable each element (reader, sensor, timer, etc.) to drive one or more other devices when triggered. Each activated device can in turn drive another device. In this way a complex chain of activities can be executed by simply triggering a single device.

d) The controllers should be fully programmable

e) Watch dog to check if the operating software is working properly. In case of failure the controller will automatically recover itself within 2 minutes.

f) The controllers should support the following or more reading technologies::
   - Proximity card (125 Khz) and Mifare card (13.56 Mhz)
   - Fingerprint

g) The controllers should also have the following minimum features:
   - Provides a complete and fully functional hardware/firmware infrastructure for access control software host systems.
   - Enables the replacement of head end software without visiting the access control panel, reducing change out costs.
   - Stores a complete access control and configuration database for up to 2 ReaderInterfaces (up to 2 doors) and 250,000 cardholders.
   - Connects to the host and other devices on a TCP/IP network.
   - Receives and processes real-time commands from the host software application.

   - Reports all activity to the host; reports supervised inputs /alarms with 255 priorities.

   - Provides fully functional offline operation when not actively communicating with the host access control software application, performing all access decisions and event logging.
   - Interface for two Wiegand or Clock-and-Data readers; inputs for 2 door monitors, 2 REX switches, AC fail, Battery fail and Tamper.
   - Non-latching relay outputs rated 2 A @ 30 VDC o 2 door strikes (configurable) o 2 auxiliary devices (door held/ forced alarm, alarm shunt, host offline (communication...
### Mounting

Mount to any wall surface, using four screws. For UL compliance, one or more gateways can be mounted inside a locking customer supplied NEMA-4 rated enclosure.

### Dimensions

5.8” W x 4.825” H x 1.275” D  
(147.32 mm x 122.55 mm x 32.38 mm)

### Weight

12.4 oz (.35 kg)

### Housing Material

UL94 polycarbonate

### Audio / Visual Indicators

Power LED and Communications LED

### Operating Temperature

32° to 120° F (0° to 49° C)

### Operating Humidity

5% to 85% relative, non-condensing

### Communication Ports

Ethernet (10/100)

### Certifications

UL294 (US) Listed Component, CSA 205 (Canada), FCC Class A (US), ICES-003 Class A (Canada), CE Mark EN 301 489-3 EN 55022 EN 50130-4 (EU), C-Tick AS/NZS CISPR 22 (Australia, New Zealand) & Korea (KCC)

### Warranty

Warranted against defects in materials and workmanship for 18 months (See complete warranty policy for details).

### Input Power

<table>
<thead>
<tr>
<th>Operating Current (MAX) @ 12-24VDC</th>
<th>1000mA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Current (AVG) @ 12VDC</td>
<td>625mA (with 2 iCLASS Readers)</td>
</tr>
<tr>
<td>Supervised Inputs Power (MAX)</td>
<td>0.025W (5mA sink, 5V nominal) 0 to +5VCD Ref</td>
</tr>
<tr>
<td>Output Power (MAX) for individual field devices</td>
<td></td>
</tr>
<tr>
<td>Wigand / C&amp;D Reader</td>
<td>12VDC, 250mA each</td>
</tr>
<tr>
<td>Relay Outputs</td>
<td>30VDC, 2Amp, resistive</td>
</tr>
</tbody>
</table>

### 1) BIOMETRIC FINGER PRINT READER

- Field Enroller (6180BxR) can be configured as a dual-purpose reader/enroller, single-purpose enroller-only or reader-only
- Field Enroller (6180BxR) provides additional field configuration options allowing for selection of language (choose from 9 languages), administration rights (store rights on card or in reader) and template storage location (small templates fit anywhere on iCLASS® cards)
- Field Enroller comes with multilingual quick start guide and English instructional CD.
- Site unique keys protect card access control data (Elite) or biometric templates (Bio-Elite).
- **Security** - 64-bit authentication keys are extremely secure. Readers and cards require matching keys to function. All RF data transmission between the card and keypad reader is encrypted, using a secure algorithm. The key management system reduces the risk of compromised or duplicated cards.
• **Graphical Display** - The backlit graphical LCD display offers a 60 x 18 mm viewing area, 120 x 32 resolutions. It is factory preset to provide written instructions to the user. Fully customizable, the display also describes the function of the user function keys. Multilingual version available in Field Enroller (6180BxR) unit.

• **Keypad** - Offers 12 discrete switches with metal keycaps. Raised tactile mark on the fifth key for visually impaired users. Configurable audio feedback. Backlit numbers in bezel overlay, above each key. Lighting is configurable: Always On, Triggered by Card Read, or Triggered by Key Press.

• **Indoor Design** - Rugged, weatherized polycarbonate enclosure provides reliable performance and resistance to vandalism. (Please note that these products are not suitable for outdoor use.)

• **Enrollment** - Use one of two methods for fingerprint template (and PIN enrollment if desired) onto iCLASS® smart cards. (1) Field Enroller (6180BxR) allows for dynamic configuration of reader type (reader/enroller, enroller-only or reader-only). Enroller-enabled reader types allow for enrollment of fingerprint templates (and PINs) onto iCLASS smart cards. (2) CP575A iCLASS Card Programmer is PC software that enables field programming of access card numbers, plus enrollment of fingerprint templates and PINs onto iCLASS smart cards.

• Read Range iCLASS Card: up to” (10.2); iCLASS Key/Tag up to 1.25” (3.2 cm)

• Power Supply 9 -12 VDC

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**SMART CARD READER/FIELD ENROLLER OR READER/WRITER WITH BIOMETRIC VERIFICATION**

| Model Number | Field Enroller (Reader / Enroller)***  
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6180BxR (Wiegand)</td>
</tr>
<tr>
<td></td>
<td>Reader ****</td>
</tr>
<tr>
<td></td>
<td>6180BxT (Wiegand)</td>
</tr>
<tr>
<td></td>
<td>6188BxT (Clock-and-Data)</td>
</tr>
<tr>
<td></td>
<td>Reader / Writer *****</td>
</tr>
<tr>
<td></td>
<td>6181BxT (Wiegand and RS232)</td>
</tr>
<tr>
<td></td>
<td>6181Bx4 (Wiegand and Full-Duplex RS485)</td>
</tr>
<tr>
<td></td>
<td>6181BxU (Wiegand and USB)</td>
</tr>
<tr>
<td></td>
<td>6181BxB (Wiegand and UART)</td>
</tr>
</tbody>
</table>

**Read Range**

- iCLASS Card: Up to 4” (10.2 cm)
- iCLASS Key/Tag: Up to 1.25” (3.2 cm)

**Mounting**

Mounting plate attaches to US/EU/Asian back box, 52-60 mm screw hole spacing (vertical or horizontal). LCD/Keypad reader housing latches onto mounting plate; fingerprint module secured to reader with a screw.

**Dimensions**

8.43” x 4.17” x 2.28” (21.4 x 10.6 x 5.8 cm)

**Weight**

13.5 oz. (382 g.)

**Power Supply**

9-12 VDC, Linear supply recommended

**Current Requirements**

245 mA AVG, 299 mA PEAK

**Operating**

32º F to 113º F (0º C to 45º C)
<table>
<thead>
<tr>
<th>Parameter</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temperature</td>
<td></td>
</tr>
<tr>
<td>Operating Humidity</td>
<td>5% to 95% relative humidity non-condensing</td>
</tr>
<tr>
<td>Environmental</td>
<td>Indoor Only</td>
</tr>
<tr>
<td>Protection Class</td>
<td>none</td>
</tr>
<tr>
<td>Transmit Frequency</td>
<td>13.56 MHz</td>
</tr>
<tr>
<td>Cable Distance</td>
<td>Wiegand/Clock-and-Data Interface: 500 ft (150 m) (22AWG), RS232: 50 ft (15 m), RS485: 4000 ft (1220 m), USB: 16 ft (4 m), UART: 1 ft (0.30 m)</td>
</tr>
<tr>
<td>Card Compatibility</td>
<td>iCLASS 15693 &amp; 14443B - read-only on 16k bit (2k Byte), 32k bit (4k Byte); HID Application iCLASS 15693 &amp; 14443B - read/write (RWKLB575 only) on 16k bit (2k Byte), 32k bit (4k Byte); Application Space</td>
</tr>
<tr>
<td>Language Support**</td>
<td>Field Enroller - English, Reader - English, International Spanish, Brazilian Portuguese, German, French, Chinese (Mandarin)</td>
</tr>
<tr>
<td>Certifications</td>
<td>UL294/cUL (US), FCC Certification (US), IC (Canada), CE (EU), C-tick (Australia, New Zealand), SRRC (China), MIC (Korea), NCC (Taiwan), MIC (Japan), iDA (Singapore), RoHS</td>
</tr>
<tr>
<td>Housing Material</td>
<td>UL94 Polycarbonate</td>
</tr>
<tr>
<td>Fingerprint sensor type</td>
<td>Optical</td>
</tr>
<tr>
<td>Resolution</td>
<td>500 dpi, 256-bit gray scale, 18 x 22 mm sensor area</td>
</tr>
<tr>
<td>Timing</td>
<td>Card read &lt; 0.5 sec, Fingerprint capture &lt; 2 sec, typical 1 sec, Verification of captured finger &lt; 1 sec</td>
</tr>
<tr>
<td>False Accept/Reject Rate</td>
<td>FAR &lt; 0.01%, FRR &lt; 0.01%</td>
</tr>
<tr>
<td>Warranty</td>
<td>Warrantied against defects in materials and workmanship for one year. (See complete warranty policy for details.)</td>
</tr>
</tbody>
</table>

2) **Enrollment Mouse**

This is to be used to record the fingerprint templates of persons which will then be sent to the terminals. This fingerprint mouse is supported by a powerful software application, easy to install through Plug & Play.

To use fingerprint technology with data collection terminals or access control terminals, one will have to scan the fingers and then download the scanned template to the terminals.

a) **General specifications**

- Plug & play
- 500 dpi resolution
- Template size: 256 to 384 bytes
- Working temperature: -10 °C to 50 °C

3) **Local Area Network for Access Control / Time and Attendance Units.**
The local area network infrastructure for the access control/time & attendance system will have to be implemented to join the already existing corporate network infrastructure.

**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 60 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 takeover 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 of Access control systems at the specified doors of the control center’s which are suitable to withstand the required environment. The Access controllers will be PoE or 12VDC and be single door controllers, any loss in connection to the central database will allow each controller to act as a “stand-alone” unit.

iv. Installation, mounting and configuration of external storage equipment

v. Installation and termination of PoE switches inclusive of all attendant Category 6a Ethernet cables, all required media converters and ftp cables
vi. Conduct FATs at manufacturers premises witnessed by KPLC Engineers
vii. Conduct Site Acceptance Tests as witnessed by KPLC Engineers
viii. Conduct comprehensive training of KPLC Engineers and Staff
ix. Providing maintenance spares
x. Providing maintenance tools.
xi. Providing at least 24 months warranty on all systems
xii. 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.

8. **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 (Network architecture, IP readers and their locations as well as power supply cabling)
(iii) A detailed Work Breakdown Structure and project plan that outlines all tasks, milestones, durations, and resources needs.

1.0 **Client PC Specifications**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Minimum requirements</th>
<th>Bidder’s offer</th>
<th>C</th>
<th>A</th>
<th>D</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processors</td>
<td>Intel nCore i7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Processor speed</td>
<td>3.3 Ghz</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OS</td>
<td>Windows 7, 64 Bit or later</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Configured memory</td>
<td>16GB</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internal Storage</td>
<td>500 GB 7200RPM SATA 11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Removable media</td>
<td>DVD/RW Writer</td>
<td></td>
<td></td>
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<tr>
<td>-------------------------</td>
<td>--------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I/O Connectivity</td>
<td>Four 100/1000/ 3 PCIe 3.0</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Six USB 2.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Serial port</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>USB 2 button Optical Mouse</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power</td>
<td>200-250V AC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frequency</td>
<td>50/60 Hz</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Display</td>
<td>Configured 32” LCD Monitor,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supports upto 4 monitors configured</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>at full resolution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environment Temperature</td>
<td>0 to 50° C</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environment Humidity</td>
<td>90%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audio</td>
<td>Shall have a sound card, microphone</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&amp; speakers for audio communication</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Video Controller</td>
<td>Dual Head 512MB PCI-Express video</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>card with dual DVI connectivity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooling</td>
<td>Should have internal self-cooling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td>2 year warranty with comprehensive</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other specifications</td>
<td>Shall be compatible with:-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Client PCs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• network servers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Expandable</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keyboard Interface</td>
<td>USB 2.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cable: USB at least 3 metres</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control</td>
<td>One keyboard can control all system</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>cameras through a video console</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>display/LCD Monitor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pan, Zoom, Tilt and select control</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joystick</td>
<td>Fully proportional pan and tilt,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>variable speed; with zoom, iris,</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and focus controls</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Keypad | 0-9 keys, camera, monitor, and multiple view keys  
|        | Color coded keys for intuitive system navigation and control |

| **Maglock** |
|---|---|
| **Type** | Internationally Recognized brand |
| **Safety** | Built-in voltage spike suppression |
| **Accessories** | • Mounting brackets  
| | • Adjustable L Plate  
| | • Cables |
| **Standard** | • CE, UL, ULC  
| | • Protection left over magnetism on armature Plate: Anti-Residual Magnetism (ARM) |
| **Sensor** | Magnetic Bond Sensor |
| **Indicators (LED)** | • Door status  
| | • Door open  
| | • Alarm condition |
| **Holding Force** | Up to 400kg force |
| **Operating Environment** | • Waterproof  
| | • Corrosion proof  
| | • Temperature: 0 to 60° C  
| | • Humidity: 90% |
| **Warranty** | Min 2 Years |

| **Door Closer** |
|---|---|
| **Type** | Internationally Recognized brand |
| **Safety** | Heavy Duty industrial application |
| **Accessories** | • Mounting brackets  
| | • Adjustable L Plate |
| **Standard** | • CE, UL, ULC  
| | • Protection left over magnetism on armature Plate: Anti- |
Residual Magnetism (ARM)

<table>
<thead>
<tr>
<th>Acoustics</th>
<th>Silent operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing/Opening Force</td>
<td>Adjustable</td>
</tr>
<tr>
<td>Closing Direction</td>
<td>Non-Handed for both RH and LH doors for both push side and pull side mounting</td>
</tr>
</tbody>
</table>
| Operating Environment | • Waterproof  
| | • Corrosion proof  
| | • Aluminium Alloy Housing |
| Warranty | Min 2 Years |

**POWER SUPPLIES**

| Operation | Shall be able to supply DC voltage as appropriate for the readers, pin-pads, magnetic locks and controllers. |
| Environment | Temperature: 0 to 60° C |
| | Battery Backed |
| Warranty | Min 2 Years |

2.0 Active Network Devices Specifications

**Power Over Ethernet Switches**

The Ethernet switch should have following minimum features:-

- Must be industrially hardened, fully managed, modular Ethernet switch specifically designed to operate reliably in electrically harsh and climatically demanding utility substations
- Immunity to EMI and heavy electrical surges
- Shall be mounted on a normal communications rack
- They shall have a switching capacity of not less than 20Gbps and 32-Gbps high-speed stacking bus
- They shall be able to carry out logging of events on the switch.
- Non-blocking store and forward switch
- The switch must support- at the minimum-the following protocols: IP, HTTP, IGMP, UDP, Power-over-Ethernet, VLANs, Trunking, Real Time Protocol (RTP), SNMP
- Interfaces, Connectors and cabling:
  - Ethernet 10/100/1000 ports with IEEE 802.3af PoE;
  - 100Base-TX RJ-45 2-pair Cat-6 UTP cabling
  - 2 SFP-based Gigabit Ethernet ports;
  - 1000 Base-SX for the SFP ports, LC multimode fiber GBICs (each switch fitted with 2 LC fiber GBICs)
- IEEE 802.3af Power over Ethernet standard
- 1 rack unit multilayer switch
- IP base software feature set

<table>
<thead>
<tr>
<th>Bidder’s offer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>CE,FCC</td>
</tr>
<tr>
<td>Network</td>
<td></td>
</tr>
<tr>
<td>a) Autosensing 10/100Mbps Ports with IEEE802.3af PoE;</td>
<td></td>
</tr>
<tr>
<td>b) 6.5 mpps forwarding rate; 128MB DRAM with 16MB Flash memory.</td>
<td></td>
</tr>
<tr>
<td>c) 2 SFP-based GBE ports; 1000 Base_SX for the sfp ports, LC single mode fiber</td>
<td></td>
</tr>
<tr>
<td>Features</td>
<td></td>
</tr>
<tr>
<td>• IEEE 802.3af Power over Ethernet standard</td>
<td></td>
</tr>
<tr>
<td>• ACL filtering</td>
<td></td>
</tr>
<tr>
<td>• Port Security</td>
<td></td>
</tr>
<tr>
<td>• Event logging</td>
<td></td>
</tr>
<tr>
<td>• MAC based port security</td>
<td></td>
</tr>
<tr>
<td>Supply</td>
<td></td>
</tr>
<tr>
<td>2 x Unregulated, 12 ~ 48 VDC , (24/48 VDC for PoE)</td>
<td></td>
</tr>
<tr>
<td>Power Supply</td>
<td>200-250V AC, at 50/60 Hz</td>
</tr>
<tr>
<td>Form Factor</td>
<td>Rack mountable chassis with power supply and fan</td>
</tr>
<tr>
<td>Environment</td>
<td></td>
</tr>
<tr>
<td>Temperature:</td>
<td>0 to 50° C, 90% humidity</td>
</tr>
<tr>
<td>Safety</td>
<td>Industrially hardened to operate in harsh environment</td>
</tr>
<tr>
<td>Cooling</td>
<td>Should have internal self-cooling</td>
</tr>
<tr>
<td>Warranty</td>
<td>2 year warranty with comprehensive support</td>
</tr>
</tbody>
</table>

### 3.0 Detailed Specifications for Maintenance Tool- Laptop
### Maintenance Tool - Laptop

<table>
<thead>
<tr>
<th>Feature</th>
<th>Minimum requirements</th>
<th>Bidder’s offer</th>
<th>C</th>
<th>A</th>
<th>D</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>CE, FCC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Processor</td>
<td>Shall have Intel Core i5 processor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Memory</td>
<td>8000 MB SDRAM (DDR3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Video and Display</td>
<td>15.4” WXGA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating System</td>
<td>Preinstalled Genuine Windows 7 Professional- 64 bit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hard Disk</td>
<td>500 GB Hard Drive</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environment Temperature</td>
<td>0 to 50° C</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keyboard</td>
<td>Spill proof Keyboard (85 US Keys with Windows Logo)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Spill resistant C-Face</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I/O Devices</td>
<td>One Smart Card Socket4 in 1 Media Card Reader Support</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>MS/MS Pro/SD/MMC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I/O Ports</td>
<td>3 USB 2.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 Pin D- Sub Connector for external Monitor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Line out for External Speakers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Microphone in Phone Jack for external Microphone</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 RJ 11 and 1 RJ 45 Ports</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 RS 232 port</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Type II Express Card</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Serial Input</td>
<td></td>
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</tr>
</tbody>
</table>
4.0 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

5.0 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.

6.0 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

7.0 Training

   i. The training shall be offered to selected staff from Human Resources Administration and IT &T.
   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 Surveillance 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.

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

   i. Operation and maintenance of the complete Access control, time and attendance system
   ii. The Vendor shall provide a concise training programme with the quote for approval by KPLC.
   iii. The Vendor shall include the training duration in the training programme.
   iv. Training shall be conducted in English

9.0 BILL OF QUANTITIES

Notes on Pricing
1. The following Schedule of Prices has been prepared for the purpose of identifying the total cost of the items as specified in the Contract per station.

2. The Tenderer shall complete the Schedule of Prices in ink and the Total Price shall include everything to be supplied as specified in the technical specifications.

3. 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 IP surveillance system as described elsewhere in this document.

4. 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.

5. The bidder shall allow for all applicable Statutory Taxes and Duties.

6. 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

7. Training costs shall include:
   - Cost of air travel, lodging and per diem shall be provided by the employer
   - All other costs i.e. cost of instructors, training materials, meals and any other costs related shall be catered for by the contractor

<table>
<thead>
<tr>
<th>Environment</th>
<th>Temperature: 0 to 60° C</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Battery Backed</td>
</tr>
<tr>
<td>Warranty</td>
<td>Min 2 Years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Environment Temperature:</th>
<th>0 to 50° C, 90% humidity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>Industrially hardened to operate in harsh environment</td>
</tr>
<tr>
<td>Cooling</td>
<td>Should have internal self-cooling</td>
</tr>
</tbody>
</table>
10.0 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

11.0 Pre-Commissioning & Commissioning

iii. 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.

iv. 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.

12.0 Documentation

The following documentation must be supplied before installation
  v. Electrical drawing of each System in a station - Approved PLAN
  vi. Cable Layout drawings for the stations - Approved PLAN
  vii. Equipment modules manuals
  viii. Functional Design Specification- Approved PLAN

The following documentation must be supplied after installation and commissioning
  iv. Functional Design Specification- Approved AS-BUILT
  v. Electrical drawing of each System in a station- AS-BUILT
  vi. Cable Layout drawings for the stations - AS-BUILT

13.0 Training

  v. The training shall be offered to selected staff from Engineering and Security Department.
  vi. The selected staff shall possess minimum technical qualifications / knowledge to understand systems.
  vii. The methodology of the training shall be developed on the vendor’s experience in the design, construction, operation and maintenance of access control systems
  viii. 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.

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

  • Operation and maintenance of the complete Access control, time and attendance 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

15.0 BILL OF QUANTITIES
Notes on Pricing
8. The following Schedule of Prices has been prepared for the purpose of identifying the total cost of the items as specified in the Contract per station.

9. The Tenderer shall complete the Schedule of Prices in ink and the Total Price shall include everything to be supplied as specified in the technical specifications.

10. 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 IP surveillance system as described elsewhere in this document.

11. 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.

12. The bidder shall allow for all applicable Statutory Taxes and Duties.

13. 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

14. Training costs shall include:
   - Cost of air travel, lodging and per diem shall be provided by the employer
   - All other costs i.e. cost of instructors, training materials, meals and any other costs related shall be catered for by the contractor
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.

<table>
<thead>
<tr>
<th>Part 1 – General</th>
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<tbody>
<tr>
<td>Business Name…………………………………………………………………</td>
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<tr>
<td>Location of business premises…………………………………………………….</td>
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<td>Plot No. .................Street/ Road ........................................</td>
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<td>Postal Address ...................... Postal Code .............................</td>
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<tr>
<td>Tel No.................................</td>
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<tr>
<td>Facsimile...............................</td>
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<tr>
<td>Mobile and/ or CDMA No...............</td>
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<td>E-mail:........................................</td>
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<tr>
<td>Nature of your business ..........................................................</td>
</tr>
<tr>
<td>Registration Certificate No.........................................................</td>
</tr>
<tr>
<td>Maximum value of business which you can handle at any time KSh.............</td>
</tr>
<tr>
<td>Name of your Bankers ..................Branch.........................</td>
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<tr>
<td>*Names of Tenderer’s contact person(s) ..................</td>
</tr>
<tr>
<td>Designation/ capacity of the Tenderer’s contact person(s) ..................</td>
</tr>
<tr>
<td>Address, Tel, Fax and E-mail of the Tenderer’s contact person(s) .............</td>
</tr>
</tbody>
</table>

..........................................................
**Part 2 (a) Sole Proprietor**

Your name in full .................................................................
Nationality ................................Country of origin .........................
*Citizenship details.................................................................

**Part 2 (b) Partnership**

Give details of partners as follows:

<table>
<thead>
<tr>
<th>Names</th>
<th>Nationality</th>
<th>*Citizenship Details</th>
<th>Shares</th>
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<td>5.</td>
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</tbody>
</table>

**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

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>*Citizenship Details</th>
<th>Shares</th>
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</tbody>
</table>

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………………………………….of ……………………………….having 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 the ………day of…………………..20…….
EITHER

**SEALED** with the COMMON SEAL

of the said **BANK**

this ....................day of ....................20....

in the presence of :-

________________________________@

BANK SEAL

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 the ………….day of………………………….20…. 
EITHER
SEALED with the
COMMON SEAL
of the said INSTITUTION

this ……………………day ________________________________
of ……………………20….
in the presence of :-

and in the presence of:-

INSTITUTION SEAL

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”


**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
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
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
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’s FULL NAMES

and in the presence of:-

Affix Contractor’s Seal here
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 the ………….day of……………………20….

EITHER

SEALED with the )
COMMON SEAL )
of the said BANK )
this ……………………day)

of ……………………20….)
in the presence of :-

____________________________

BANK SEAL

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Currency</td>
</tr>
<tr>
<td>Year 1</td>
<td></td>
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<tr>
<td>Year 2</td>
<td></td>
</tr>
<tr>
<td>Year 3</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Name of Client and contact person (Address &amp; Telephone No.)</th>
<th>Type of Work performed and year of completion</th>
<th>Value of contract</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
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)

<table>
<thead>
<tr>
<th>Item of Tools &amp; Equipment</th>
<th>Description, Make and age (years)</th>
<th>Condition (new, good, poor) and number available</th>
<th>Owned, leased (from whom?), or to be purchased (from whom?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
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<td>_______</td>
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<tr>
<td>_________________________ (etc.)</td>
<td>________________________________</td>
<td>_______</td>
<td>______________________</td>
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</tbody>
</table>

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

Resume for each Proposed Personnel
The data on their experience should be supplied using the Form below for each candidate.

<table>
<thead>
<tr>
<th>Name of Bidder</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Position</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Personnel information</th>
<th>Name</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional qualifications</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company / Project / Position / Relevant technical and management experience</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
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

<table>
<thead>
<tr>
<th>Sections of the Works</th>
<th>Value of Subcontract</th>
<th>Subcontractor (name and address)</th>
<th>Experience in similar work</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________</td>
<td>_________________</td>
<td>_________________</td>
<td>_________________</td>
</tr>
<tr>
<td>(etc.)</td>
<td>_________________</td>
<td>_________________</td>
<td>_________________</td>
</tr>
</tbody>
</table>

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 FORM

CONFIRMATION OF PRE-BID 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………………………………………………........

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Re-Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tick as appropriate</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Parameters for supplier evaluation</th>
<th>Maximum Scores</th>
<th>Remarks</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. CUSTOMER SATISFACTION</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>A1. Adherence to requirements(quality)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Adherence to Specifications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Number of rejections</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Number of complaints from Users</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B. CUSTOMER CONNECTIVITY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B1. Adherence to delivery period</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Number of delays</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Non delivery/More than 3 delays</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C.COMMUNICATION/RESPONSIVENESS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Score</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Score last period</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PERFORMANCE LEVEL DEFINATION:

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

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

Score in Percentage % ………………………………………………
WORKINGS

<table>
<thead>
<tr>
<th>Actual score</th>
<th>100%</th>
<th>........................................x 100% = ..................</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30</td>
<td>30</td>
</tr>
</tbody>
</table>

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

OBSERVATIONS:

RECOMMENDATION

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Status</th>
<th>Tick as appropriate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Grant supplier preferred status</td>
<td>KP1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Work with supplier or develop and improve supplier</td>
<td>KP2 &amp; KP3</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Abandon / switch suppliers</td>
<td>KP4</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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