



**REPUBLIC OF KENYA**

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN  
DEVELOPMENT & PUBLIC WORKS  
STATE DEPARTMENT OF INFRASTRUCTURE  
MATERIALS TESTING AND RESEARCH DIVISION**

**TENDER DOCUMENT FOR SUPPLY OF LABORATORY EQUIPMENT  
MOTIHU/ MTRD/ 10/18-19**

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CTL 1.1	Standards
CTL 1.2	Precision balances
CTL 1.3	LAA Machine
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CTL 1.19	Pavement design software
CTL 1.20	Heavy Duty Core Drilling Trailer
CTL 1.21	Road Marking Control Kit
CTL 1.22	Ultrasonic Pulse Analyzer
CTL 1.23	Vehicle Integrated Ground Penetrating Radar (GPR)
CTL 1.24	Low weight Deflectometer (LWD)

**January 22, 2019**

Chief Engineer Materials  
P.O. Box 11873 – 00400  
Nairobi

State Department of Infrastructure  
P.O. Box 30260 – 00100  
Nairobi

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MOTIHU/ MTRD/ 10/18-19**

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**Purchaser:**

**Chief Engineer (Materials),**


**Ministry of Transport, Infrastructure, Housing, Urban Development and Public  
Works, Kenya**

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## SECTION 1. INVITATION TO TENDER

 REPUBLIC OF KENYA	MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT & PUBLIC WORKS STATE DEPARTMENT OF INFRASTRUCTURE MATERIALS TESTING AND RESEARCH DIVISION
TENDER NOTICE	

The **Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works** (The Ministry), invites tenders from eligible bidders who are technically and financially capable of carrying out the under mentioned tenders.

No	Tender no.	Tender Name	Tender security	Mandatory Pre-Tender site visit	Target Group	Submission deadline
1	MOTIHU/ MTRD/ 10/18-19	Supply of Laboratory Equipment	2% of tender sum	N/A	Open	1000 Hours on February 7, 2019.

Bid documents with detailed specification and conditions are available from **Procurement Office of Materials Testing and Research Division, Off Machakos Road, Industrial Area, P.O. Box 11873 – 00400, Nairobi** from **0800 to 1700 Hours East African time** on Mondays to Fridays except during lunch break from 1300 – 1400 Hours and public holidays upon payment of a non-refundable fee of **KShs 1,000.00** at **Cash Office** or by Bankers' Cheque payable to **Principal Secretary, State Department of Infrastructure, P.O. Box 30260 NAIROBI**. The bid documents may also be downloaded from [www.transport.go.ke](http://www.transport.go.ke) or **IFMIS Supplier portal: [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke)** free of charge.

In order to receive any amendments and/or clarification, bidders' who download bid documents and those seeking additional information should send notification to [pmrdexperts@gmail.com](mailto:pmrdexperts@gmail.com). There shall be mandatory pre-tender site visit for the indicated tenders.

Completed bids should be clearly marked with relevant **Tender No. and Tender Name** as Specified above and deposited in **Tender Box** at **Supply and Chain Management Office** situated at **Ground floor, Works Building** or posted to **Supply Chain Management Office, State Department of Infrastructure, P.O. Box 30260 – 00400, Nairobi** so as to be received on or before date indicated above. Bids shall be opened immediately in the **Works Building, Ngong Road, Board Room Ninth Floor** in the presence of Bidders or bidders' representatives.

Late bids shall be rejected and returned unopened.

The Ministry does not bind itself to accept the lowest or any tender. Canvassing will lead to automatic disqualification of the tenderer.

**Head of Supply Chain Management Services Unit**  
**For: Principal Secretary, State Department of Infrastructure.**

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## **SECTION 2. INSTRUCTIONS TO TENDERERS**

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### **2.1. Eligible Tenderers**

- 2.1.1. This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the supply of the goods under this Invitation for tenders.
- 2.1.4. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2. Eligible Goods**

- 2.2.1. All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3. The origin of goods is distinct from the nationality of the tenderer.

### **2.3. Cost of Tendering**

- 2.3.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2. The price to be charged for the tender document shall not exceed KShs. 5,000/=
- 2.3.3. All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## **2.4. The Tender Document**

2.4.1. The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.5. Clarification of Documents**

2.5.1. A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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 the procuring entity. Written copies of the Procuring entities response (including an explanation

of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6. Amendment of Documents**

2.6.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2. All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.7. Language of Tender**

2.7.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8. Documents Comprising of Tender**

2.8.1. The tender prepared by the tenderers shall comprise the following components

- a. Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- b. Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c. Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- d. Tender security furnished in accordance with paragraph 2.14



## **2.9. Tender Forms**

2.9.1. The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10. Tender Prices**

2.10.1. The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2. Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3. Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4. The validity period of the tender shall be 60 days from the date of opening of the tender.

## **2.11. Tender Currencies**

2.11.1. Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12. Tenderers Eligibility and Qualifications**

2.12.1. Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2. The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3. The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

a. that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

b. that the tenderer has the financial, technical, and production capability necessary to perform the contract;

- c. that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

### **2.13. Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 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.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material,

and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### **2.14. Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for forty five (45) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than forty-five (45) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27 or
  - (ii) to furnish performance security in accordance with para. 2.28

## **2.15. Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.17. Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," as in Tender Notice.

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

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

2.18.1. Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than as in Tender Notice.

2.18.2. The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## **2.19. Modification and Withdrawal of Tenders**

2.19.1. The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or

withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2. The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3. No tender may be modified after the deadline for submission of tenders.

2.19.4. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.

2.19.5. The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6. The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20. Opening of Tenders**

2.20.1. The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend *as in Tender Notice* and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2. The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3. The Procuring entity will prepare minutes of the tender opening.

## **2.21. Clarification of Tenders**

2.21.1. To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The

request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2. Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22. Preliminary Examination**

2.22.1. The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3. The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4. Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's

responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5. If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

### **2.23. Conversion to Single Currency**

2.23.1. Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

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

2.24.1. The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2. The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

### **2.25. Preference**

2.25.1. Preference where allowed in the evaluation of tenders shall not exceed 15%

### **2.26. Contacting the Procuring entity**

2.26.1. Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2. Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

### **2.27. Award of Contract**

(a) **Post-qualification**



- 2.27.1. In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2. The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3. An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

- 2.27.4. The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

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

(d) **Procuring entity's Right to accept or Reject any or All Tenders**

- 2.27.6. The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any

obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

### **2.28. Notification of Award**

- 2.28.1. Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2. The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3. Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

### **2.29. Signing of Contract**

- 2.29.1. At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2. The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3. Within forty-five (45) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

### **2.30. Performance Security**

- 2.30.1. Within Forty-five (45) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2. Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31. Corrupt or Fraudulent Practices**

2.31.1. The Procuring entity 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;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Clause	Description																																																		
1.1	The reference number of the Tender: <b>MOTIHUD/MTRD/10/18-19</b>																																																		
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2.5	<p>For <b>Clarification of bid purposes</b> only, the Purchaser's address is:</p> <p><b>Chief Engineer (Materials)</b>  <b>State Department of Infrastructure</b>  <b>Materials Testing and Research Division</b>  <b>P.O. Box 11873-00400 Nairobi. Kenya</b>  <b>Email: <a href="mailto:pmrdeexperts@gmail.com">pmrdeexperts@gmail.com</a></b></p>																																																		

2.7	The language of the bid is: <b>English</b>
2.8	The Bidder shall submit the following additional documents in their bid which forms the mandatory requirements: <ol style="list-style-type: none"> <li>1. Valid Tax Compliance certificate.</li> <li>2. Audited accounts for last 2-years</li> <li>3. List of ongoing projects, scope, client and expected completion date.</li> </ol>
2.10	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract. The price should remain valid for the tender validity period 90 days
2.11	The prices shall be quoted by the bidder in: <b><i>Kenyan shillings</i></b>
2.12.3	Manufacturer's authorization is <b>as specified in technical specifications</b>
2.12.3	After sales service is as <b>specified in the Technical specifications</b>
2.13.3	Documentary evidence of conformity is as <b>specified in the Technical specifications</b>
2.14	The bid validity period shall be <b>120</b> days after the deadline for bid submission. Accordingly, a bid with a <b><i>Bid Security</i></b> that expires before <b><i>the actual date of the expiration of the Bid Security, i.e., twenty-eight (28) days after the end of the bid validity period</i></b> shall be rejected as non-responsive.
2.14.2	The amount and currency of the bid security shall be <b>2% of the tender sum in Kenya shillings.</b>
2.17.2	In addition to the original of the bid, the number of copies is <b>One (1)</b>
2.18.1	For <b>bid submission purposes</b> only, the Purchaser's address is:  <b>Supply Chain Management Office, State Department of Infrastructure, P.O. Box 30260 – 00400, Nairobi.</b>  <b><i>The deadline for the submission of bids is: Date: As in the Tender Notice. Time: As in Tender Notice.</i></b>
2.19.7	The bid opening shall take place at: <b><i>State Department of Infrastructure, Headquarters, Works House, Ngong Road, Ninth (9<sup>th</sup>) floor Boardroom.</i></b>
2.22	Evaluation will be done on item by item basis in two stage namely preliminary and detailed evaluation. Firms not meeting mandatory requirements shall be deemed unresponsive in preliminary Examination. The mandatory requirement are: <ol style="list-style-type: none"> <li>a. Provision of a copy of certificate of Registration/Incorporation PIN.</li> <li>b. Provision of a copy of Valid Tax Compliance certificate</li> <li>c. Filled the Price Schedule in the Format provided</li> <li>d. Filled the Form of Tender in the Format provided</li> <li>e. Duly filled up Confidential Business Questionnaire in format provided</li> <li>f. Provision of a copy audited accounts for last 2 years duly signed and stamped</li> </ol>

	<p>Detailed evaluation shall be conducted in two stage including examination of compliance to technical specifications and post qualification financial capacity evaluation.</p> <p><b>a. Technical specifications evaluation</b>  The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirements <b><i>As specified in technical specifications.</i></b> Technical evaluation shall consist assessing whether the bid meets all the technical specifications. Firms offering equipment not meeting technical requirements shall be deemed unresponsive in technical Examination.</p> <p><b>b. Post qualification financial capacity evaluation</b>  The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):</p> <ul style="list-style-type: none"> <li>i. At least 3-year general and 1-year specific road related testing equipment experience in sales and support assignments with documentary evidence of successful completion of at least one (1) similar contract of minimum value of KES 3, 000,000 within last 3-years;</li> <li>ii. Documentary evidence of Valid Manufacturers Authorization or agency agreement for specified items.</li> </ul> <p>Firms not meeting <b>Post qualification financial capacity evaluation</b> shall be deemed unresponsive in <b>Post qualification financial capacity</b>. Firms meeting all requirements shall be ranked in terms of bid cost from lowest to the highest.</p>
2.27	The contract shall be awarded on item by item basis to the Lowest evaluated responsive tenderer who meets mandatory, technical and financial capacity requirements.
2.28	The Contract will comprise the item awarded to the successful Bidder.
2.30	Performance security shall be required as per SCC

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## **SECTION 3. GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2. Application**

3.2.1. These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.3. Country of Origin**

3.3.1. For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2. The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4. Standards**

3.4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5. Use of Contract Documents and Information**

3.5.1. The tenderer shall not, without the Procuring entity'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 the



Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2. The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3. Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so, required by the Procuring entity

### **3.6. Patent Rights**

3.6.1. The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### **3.7. Performance Security**

3.7.1. Within forty-five (45) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2. The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4. The performance security will be discharged by the Procuring entity and returned to the Candidate not later than forty-five (45) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8. Inspection and Tests**

3.8.1. The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The

Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2. The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3. Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4. The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5. Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9. Packing**

- 3.9.1. The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10. Delivery and Documents**

- 3.10.1. Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11. Insurance**

3.11.1. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12. Payment**

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

3.12.2. Payments shall be made promptly by the Procuring entity as specified in the contract.

### **3.13. Prices**

3.13.1. Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2. Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

3.13.3. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4. Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

3.14.1. The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

### **3.15. Subcontracts**

3.15.1. The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16. Termination for default**

3.16.1. The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2. In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment like those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17. Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18. Resolution of Disputes**

3.18.1. The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2. If, after forty-five (45) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19. Language and Law**

3.19.1. The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20. Force Majeure**

3.20.1. The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delays in performance or other

failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### 3.21. Special Conditions of Contract

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC. Special conditions of contract as relates to the GCC

Clause	Description
<b>GCC 3.1</b>	The Procuring Entity is: <b>Chief Engineer (Materials), State Department of Infrastructure.</b>
<b>GCC 3.7</b>	Performance security shall be 5% of the contract price. The guarantee shall remain valid in full effect from effective date of the Contract and for <b>at least 90 days.</b>
<b>GCC 3.8</b>	Inspection shall be conducted at MTRD.
<b>GCC 3.8</b>	The period for repair or replacement shall be: <b>30 days</b>
<b>GCC 3.9</b>	The packing, marking and documentation within and outside the packages shall be: <b>MOTIHUD/ MTRD/ 10/18-19</b>
<b>GCC 3.12</b>	The method and conditions of payment to be made to the Supplier under this Contract shall be within forty-five (45) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
<b>GCC 3.13</b>	The prices charged for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.
<b>GCC 3.17</b>	The liquidated damage shall be: 0.5% per week. The maximum amount of liquidated damages shall be: <b>5% of the Contract Price</b>

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## **SECTION 4. TECHNICAL SPECIFICATIONS**

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### **4.1. General on Technical specifications**

- 4.1.1. These specifications describe the requirements for goods. Tenderers MUST submit with their offers the detailed specifications, drawings, catalogues, brochure, etc for the products they intend to supply;
- 4.1.2. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 4.1.3. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 4.1.4. Tenderers wishing to bid for item 1.14 to 1.18 only are required to submit a diamond core bit sample of any one of the item they wish to bid to MTRD supply chain management office on the submission date. The sample shall be returned to non-successful bidders upon award and shall form part of the delivery for successful bidders.

### **4.2. Specific requirements for each equipment**

- 4.2.1. The tenderers are requested to present information along with their offers as follows:
- (i) Brochure and clearly identification of model of equipment they offer,
  - (ii) Location, name and address for service/repair and maintenance;
  - (iii) Period of free after sale support, updates and calibration;
  - (iv) Period of warranty which shall be less than one (1) year;
  - (v) Installation and commissioning requirements;
  - (vi) Training offered;
  - (vii) Manufacturers' authorization or valid agency license for the following items:
    - a. Tri-Axial Machine

### 4.3. Equipment Technical Specifications

#### 4.3.1. Item 1: Set of Standards

Description	Specifications	Tenderers Offer
Main Components	<p>The supplier shall supply the most recent edition of the following standards:</p> <ul style="list-style-type: none"> <li>• BS-EN 17892: Part 1 to 8;</li> <li>• BS EN 12350-1: Part 1-8;</li> <li>• BS EN 12504-1, Part 1-4;</li> <li>• SuperPave SP 1 and 2</li> <li>• Asphalt Institute Manual Series MS 1,2,4,17, 22 &amp; 23</li> </ul>	

#### 4.3.2. Precision balances

Description	Specifications	Tenderers Offer
Application	Weighing Samples	
Main Components	<p>TFT Display screen and a large weighing pan, Accessories: Power cables, Both AC and DC adapter and single set of standard weights for calibration. Capacity:</p> <ul style="list-style-type: none"> <li>i. Balance 1: Range from 150 – 500 g with accuracy of 0.0001 g for lower limit and 0.001 g upper limit – 3 no.</li> <li>ii. Balance 2: Capacity 6-8 Kg with accuracy of 0.02g – 3 no.</li> <li>iii. Balance 2: Capacity – 30Kg with accuracy of 0.5g – 1 no.</li> </ul>	
Incidental services	<ul style="list-style-type: none"> <li>i. Perform Installation and commissioning;</li> </ul>	
After sale service and maintenance	<ul style="list-style-type: none"> <li>i. Provide warranty which shall not be less than 1 year</li> </ul>	



#### 4.3.3. Los Angeles Abrasion Machine and accessories

Description	Specifications	Tenderers Offer
Application	Conform to EN 1097-2 /ASTM C131 /EN 12697-17 /EN 12697-43	
Main Components	The machine should consist of a rolled steel drum having an inside dia. of about 700 mm and internal length of about 500 mm. The drum is rotated by a speed reducer driven by an electric motor at a speed of between 30 and 35 rpm. The machine should be equipped with an automatic counter, which can be preset to the required number of revolutions of the drum or the total working time.	
Performance Specifications	<ul style="list-style-type: none"> <li>• Standard models with Power: 740 W rating, Dimensions approx.: 1000x820x950 mm and Weight approx.: 350 kg</li> <li>• Safety cabinets with Dimensions of about 120x970x1290 mm and Total weight approx.: 95 kg</li> </ul>	
Accessories & key spare parts	<ul style="list-style-type: none"> <li>• Set of 12 abrasive charges conforming to ASTM/AASHTO standards</li> <li>• Set of 12 abrasive charges conforming to EN standards</li> <li>• Noise reduction and CE compliant safety cabinet with door opening switch for LAA</li> <li>• 2 No tamping rods 16 mm Ø by 610 mm long,</li> <li>• 2 No tamping bar, 25 mm square by 380 mm long,</li> <li>• 2 No straight edge 460 mm long &amp; Wire brush,</li> <li>• 2 no. Round Aluminium scoop 1000 ml capacity,</li> <li>• 2 no. Stainless steel trowel 120 x 260 mm</li> <li>• 2 no. Mixing tray, galvanized 600 x 600 x 80 mm</li> </ul>	
Other Accessories	<ul style="list-style-type: none"> <li>• 80 no. Standard Sand to BS EM 196-1 of 1350g each;</li> <li>• 18 no. 150 mm Cast iron cube moulds - Two V shaped Conforming to EN 12390-1.</li> <li>• Fine aggregate apparatus - 2 No &amp; Coarse Aggregate apparatus – 2 No. Conforming: ASTM C1252, AASHTO T304 and T326 to determine the un-compacted void content of a fine and coarse aggregate sample.</li> </ul>	
Incidental services	<ol style="list-style-type: none"> <li>Perform Installation and commissioning</li> <li>Provide training for not be less than 1-day</li> </ol>	
After sale service and maintenance	<ol style="list-style-type: none"> <li>Provide warranty which shall not be less than 1 year</li> </ol>	

#### 4.3.4. Emulsified Asphalt Residue distillation apparatus

Description	Specifications	Tenderers Offer
Application	Conform to requirements for ASTM D6997 and AASHTO T59 to accurately determine the representative portion of residue in emulsified asphalts	
Main Components	The apparatus should have an Aluminum-alloy still with ring burner, a glass connecting tube with water-cooled condenser, a graduated cylinder 100 ml cap, support stands, holders and two thermometers range -2 to 300°C.	
Accessories & key spare parts	i. Accessories for Emulsified Asphalt residue equipment <ul style="list-style-type: none"> <li>• 2No. Spare ring burners</li> <li>• 6No. spare condensers</li> <li>• 6No. Spare condenser adapters</li> <li>• 6No. Tripod stand with clamps</li> <li>• 6No. Graduated cylinders, 10ml of 1ml intervals</li> <li>• 2No. Spare Bunsen burners</li> <li>• Rubber tube for water circulation</li> </ul>	
Incidental services	i. Perform Installation and commissioning ii. Provide training and certification for at least Five (5) staff members which shall not be less than 1-day.	
After sale service and maintenance	i. Give the Length of free after sale service maintenance ii. Provide Warranty which shall not be less than 1 year.	

#### 4.3.5. Heavy duty Asphalt Mixer

Description	Specifications	Tenderers Offer
Application	Conforms to EN 12697-35 for preparing laboratory samples.	
Main Components	The mixer should have a horizontal stainless-steel mixing container with helical mixing shaft. The container should be thermally insulated and contain a complete heating element and probe sensor which provide uniform temperature control. The container should be easily tilted by the electric motor for the unloading operation. The control panel should have: a digital display to monitor mixing temperature, a digital thermo-regulator, a mixing speed controller and various commands.	
Performance Specifications	<ul style="list-style-type: none"> <li>i. Mixer capacity: 30 litres</li> <li>ii. Mixing speed: adjustable from 5 to 35 rpm</li> <li>iii. Mixing temperature: adjustable from ambient to 250°C</li> <li>iv. Heater: 4500 W</li> <li>v. Temperature control: PT 100 sensor</li> <li>vi. Tilting angle up to 130°</li> <li>vii. Power: 7000 W (total)</li> <li>viii. Voltage: 380-400V, 50 Hz, 3 ph or 220V, 60 Hz, 3 ph</li> <li>ix. Overall dimensions: 1350 x 650 x 1205 (w x d x h)</li> <li>x. Weight: approx. 320 kg</li> </ul>	
Accessories & key spare parts	<ul style="list-style-type: none"> <li>• Mechanical stirrer and impeller with Shaft of approx.: Dia 5mm×250mm and Impeller of approx.: Dia 50mm external and dia 30mm internal and Stirring paddle should be around 30° angle</li> </ul>	
Other Accessories	<ul style="list-style-type: none"> <li>• Fine aggregate Specific gravity apparatus conforming to ASTM C 128, AASHTO T84. Components: Pycnometer with conical mould and tamper pycnometer of 0.95 l. Threaded glass jar with a rubber-gasketed brass top tapered to 10 mm hole at top.</li> </ul>	
Incidental services	<ul style="list-style-type: none"> <li>i. Perform Installation and commissioning</li> <li>ii. Provide training and certification for at least Five (5) staff members which shall not be less than 1-day.</li> </ul>	
After sale service and maintenance	<ul style="list-style-type: none"> <li>i. Provide Warranty which shall not be less than 1 year</li> <li>ii. Give the Length of free after sale service maintenance</li> </ul>	

#### 4.3.6. Retro Reflectometer for Road Signs

Description	Specifications	Tenderers Offer
Application	To conform to EN 12899 – 1 and DIN 67 520. To determine the coefficient of retro reflection RA (night visibility) of all types of traffic signs, both in the laboratory and on roads at any time.	
Main Components	Should have an observation angle of approx. $0.30^{\circ}$ , Illumination angle of around $5^{\circ}$ Its Light source should be a Halogen lamp with a Measuring Sensor adapted to V ( $\lambda$ ), Measuring range, RA = 0 to 2,000 $\text{mcd.lx}^{-1}.\text{m}^{-2}$ , Memory of over 1000.	
Performance Specifications	<ol style="list-style-type: none"> <li>i. 3 Calibration standards with 2 Universal battery chargers (240 V, 50 – 60 Hz).</li> <li>ii. Voltage converter DC/AC 12V/230V,</li> <li>iii. Extendable handle up to 4m,</li> <li>iv. Adapter for illumination angles <math>20^{\circ}</math>, <math>30^{\circ}</math> and <math>40^{\circ}</math>,</li> <li>v. PC and printer interface,</li> <li>vi. Accumulator package,</li> <li>vii. Remote display,</li> <li>viii. Data transfer USB cable and Barcode reader and GPS unit</li> </ol>	
Accessories & key spare parts	<ul style="list-style-type: none"> <li>• LCD Display with 2-year warranty</li> <li>• Instruction manual and with 2 Carrying cases</li> <li>• CD with retro tools software for data identification and storage</li> <li>• Accessories for digital overhead stirrer: Should be capable of stirring a max Quantity of 20 Lts of H<sub>2</sub>O). should consist of a motor Rating output of around 70W, a Speed Range (1/min) f 60 – 500 and 240 -2000, Max torque (Ncm) of around 26, with a steeples Speed Control, Fastened on a Stand with an extension Arm of 160 mm length, LED Speed Display and a Max Viscosity of 10000 mPa.s. 4 No. 4 bladed propeller stirrers for interchangeability without contamination, a Head Clamp and a plate stand. Include a 1000mm PTFE beaker and 2 temperature probes</li> </ul>	
Incidental services	<ol style="list-style-type: none"> <li>i. Installation and commissioning;</li> <li>ii. Provide training for not be less than 3 days</li> </ol>	
After sale service and maintenance	<ol style="list-style-type: none"> <li>i. Nearest service centre and length of free after sale service maintenance</li> <li>ii. Provide warranty which shall not be less than 1 year</li> </ol>	

#### 4.3.7. Automatic Compactor

Description	Specifications	Tenderers Offer
Application	Testing to ASTM D558, D559, D698, D1557 and D1883; AASHTO T99, T180 & T19	
Main components, features and Key Testing Standards	Should have a Microprocessor software that allows standard and user defined selection compaction cycles and Digital control panel that can be fixed on a wall or on a bench with High resolution (> 320x240 pixels) graphic display. Able to compact moulds of Ø100 mm - 152.4 mm and provided with Standard rammer kits of 50.8±0.13 mm Ø and 2491.25±1.25g weight and Modified rammer kits for 50.8±0.13 mm Ø and 4537±3g weight. Have a Noise reduction cabinet and Sensors controlled adjustable rotation angle from 5° to 90° in 5° steps and a compatible Laptop PC loaded with Most recent Windows OS compatible with the equipment and fully licensed Microsoft Office	
Performance specifications	Equipment performance which shall include: <ul style="list-style-type: none"> <li>• Rammer drop speed of 1 blow per 2 seconds</li> <li>• lift system of the rammer ranging from 300 to 500 mm</li> <li>• Data collection software with user designed logo</li> </ul>	
Accessories & key spare parts	The supplier shall Supply the following Accessories & spare parts: <ul style="list-style-type: none"> <li>• 5 no. extra sets of standard and modified Rammers and kits</li> <li>• 30 no. sets of extra Proctor moulds and CBR moulds each</li> <li>• 5 no. Digital cone penetrometer that Conform to BS 1377 with Aluminum base, levelling screws, spirit level, chromed vertical rod with micrometric vertical displacement device and gives digital readout of the penetration values with Readings in mm and inch, 0.1 mm resolution, power: 1.5V battery, Slider, brass made, with free fall, stop and release push button, automatic zero set.</li> <li>• 5 no. Stainless steel penetration test cone 35 mm long, 30°angle</li> <li>• 5 no. brass cups Ø 55x35 mm &amp; 5 no. Test gauge</li> <li>• 5 no. Mirror &amp; 5 no. Test Cone for 60 degree</li> </ul>	
Incidental services	<ol style="list-style-type: none"> <li>i. Installation and commissioning;</li> <li>ii. Provide training for not be less than 3 days</li> <li>iii. Provide factory calibration certificate</li> </ol>	
After sale service and maintenance	<ol style="list-style-type: none"> <li>i. Nearest service centre and length of free after sale service maintenance</li> <li>ii. Provide warranty which shall not be less than 1 year</li> </ol>	

#### 4.3.8. Digital Overhead Stirrer with Heating Balance

Description	Specifications	Tenderers Offer
Main Components	Digital Overhead Stirrer with Heating Balance with a motor Rating output of 70W, a Speed Range (1/min) f 60 – 500 and 240 -2000, Max torque (Ncm) of 26, with a steples Speed Control, Fastened on a Stand with an extension Arm of 160 mm length, LED Speed Display and a Max Viscosity of 10000 mPa.s. 4 No. 4 bladed propeller stirrers for interchangeability without contamination, a Head Clamp and a plate stand. Include a 1000 mm PTFE beaker and 2 temperature probes. Heating Balance: A magnetic Stirrer, Motor Rating output of 1.5W of a Speed Range (1/min) of 100 – 1500, Heating Temp range of 50 – 500 0C (with potentiometer), Safety Temp 0C (goes off) at 5500C, Heat control accuracy of 10C, Steeples Speed Control, a glass – Ceramic Heating material, a Protection glass and to Display Both target and exact via LCD, Operating modes - Standard, Safe and Adjustment: Our power source is 230V	
Performance Specifications	Capable of stirring a max Quantity of 20 Lts of H2O).	
Incidental services	<ul style="list-style-type: none"> <li>i. Installation and commissioning;</li> <li>ii. Provide training for not be less than 3 days</li> </ul>	
After sale service and maintenance	<ul style="list-style-type: none"> <li>i. Provide warranty which shall not be less than 1 year</li> <li>ii. Nearest service centre and length of free after sale service maintenance</li> </ul>	

#### 4.3.9. Ferro scan equipment

Description	Specifications	Tenderers Offer
Application	Finds rebar and metallic pipes, conduit, metal studs, junction boxes and metal framing up to 150 mm deep in non-metallic construction material, including solid concrete.	
Performance Specifications	<p>i. Battery: 9 V alkaline with battery life of 1 year with normal use, with low battery indication</p> <p>ii. Depth: up to 150 ± 25 mm Scanner memory capacity up to 9 image scans plus up to 30m of recorded Quick scan.</p> <p>iii. Monitor memory capacity/ type 32 MB receivable multimedia card (150 images or 75 quick scans)</p> <p>iv. Battery life type 8 hours and Protection class IP 54 as per IEC529.</p> <p>v. Operating temperature range -10°C to +50°C</p> <p>vi. Minimum system requirement for PC software: Microsoft Windows 98, 16MB RAM, 8MB free drive space.</p> <p>vii. CD-ROM Drive, USB v. 1.1 interfaces.</p>	
Accessories & key spare parts	<p>i. PS 200M monitor soft pouch and memory card, operating instruction and 32MB multimedia memory card and USB data cable. 2.0 meters long.</p> <p>ii. Headset for voice recording and playback on the monitor.</p> <p>iii. Metric reference grids (pack of 5) and China markers (pack of 12) and PC-Software on CD-ROM for processing and documentation scan data.</p> <p>iv. Battery pack for scanner or monitor and Replacement or additional charger for charging the single battery pack</p> <p>v. Soft pouch for PS 200 S scanner and Soft pouch for PS 200 M monitor, Carry belt for scanner and monitor soft pouches and 4 replacement wheels for the scanner, complete with Allen wrench</p>	
Other accessories	<ul style="list-style-type: none"> <li>• Portable hardness tester with ±0.5 accuracy, repeatability of ±4 leeb units, measuring range of 200-960 HL, Alkaline battery and operating temperature 5 to 104 Celsius.</li> </ul>	
Incidental services	<p>i. Perform Installation and commissioning</p> <p>ii. Provide training and certification for at least Five (5) staff members which shall not be less than 1-day.</p>	
After sale service and maintenance	<p>i. Provide Warranty which shall not be less than 1 year</p> <p>ii. Provide details on Nearest service centre</p> <p>iii. Give the Length of free after sale service maintenance</p>	

#### 4.3.10. Digital Schmidt Hammer

Description	Specifications	Tenderers Offer
Application	Conforms to EN 12504-2 and ASTM C805. To assess the uniformity of concrete in situ (in situ compressive strength)	
Main Components	Should be capable of storing, displaying on graphic LCD 64X124 and downloading data to PC over 20000 tests. Should also be capable of displaying results in numerical and graphical formats and convert rebound index to equivalent complaint strength in psi, N/mm <sup>2</sup> , kg/cm <sup>2</sup> automatically.	
Performance Specifications	<ol style="list-style-type: none"> <li>i. Impact energy of approx.: 2,200 joule (Nm)</li> <li>ii. Measuring range: 10- 130 N/mm<sup>2</sup></li> <li>iii. USB port and PC software</li> <li>iv. Interface: RS232</li> <li>v. Power source: 6 rechargeable batteries AA NiMh 2000 mA</li> </ol>	
Accessories & key spare parts	<ol style="list-style-type: none"> <li>i. Calibration anvil. <ul style="list-style-type: none"> <li>• Dimensions 150 mm dia. x 230 mm height.</li> <li>• Weight approx.: 16 kg</li> </ul> </li> </ol>	
Incidental services	<ol style="list-style-type: none"> <li>i. Perform Installation and commissioning</li> <li>ii. Provide training and certification for at least Five (5) staff members which shall not be less than 1-day.</li> </ol>	
After sale service and maintenance	<ol style="list-style-type: none"> <li>i. Provide Warranty which shall not be less than 1 year</li> <li>ii. Provide details on Nearest service centre</li> <li>iii. Give the Length of free after sale service maintenance</li> </ol>	



#### 4.3.11. Falling Weight Deflectometer Accessories

Description	Specifications	Tenderers Offer
Application	Spare parts to FWD Equipment	
Accessories & key spare parts	<ol style="list-style-type: none"> <li>1. New and verified calibration box only– 1 No.</li> <li>2. Buffers Hard, Medium and soft 6No. each – Total 18</li> <li>3. Full non-contact sensor kit for each of PRI2100 &amp; Primax FWD</li> <li>4. Full relay kit for each of PRI2100 &amp; Primax FWD</li> <li>5. Set of three (3) manual and air temperature probes for PRI2100 &amp; Primax FWD - 6 No total</li> <li>6. Supply, delivery and installation of 1 no. Portable Chain Block of capacity of at least 2 ton as per drawing in section 4. The chain block shall have automatic and electric lifting system and painted with two coats of durable and perfect yellow paint finish with Hardened, forged steel, latch type hooks and load chain for long, dependable service and 12 feet per min speed, 2 HP motor and meets ASME B30.16 requirements</li> </ol>	
Incidental services	<ol style="list-style-type: none"> <li>a. Conduct a full and traceable calibration of PRI2100 and PRIMAX FWD using manufacturer – Sweco Of Denmark – expertise</li> <li>b. Provide annual calibration certificate including 9 and 14-geophone and Load cells for PRI2100 &amp; Primax FWD</li> <li>c. Conduct full annual maintenance for PRI2100 &amp; Primax FWD</li> <li>d. Set up and commission the full calibration system.</li> <li>e. Provide training and certification for at least Five (5) staff members which shall not be less than 3-days</li> </ol>	
After sale service and maintenance	<ol style="list-style-type: none"> <li>i. Provide Warranty for the provided spare which shall not be less than 1 year</li> </ol>	

#### 4.3.12. Digital Laser Profiler Accessories

Description	Specifications	Tenderers Offer
Application	Spare to Digital laser Profiler	
Main Components	<ul style="list-style-type: none"> <li>• Medium, Texture/Roughness and Short-Range Lasers: Full set of 5 no. configured lasers/ accelerometers of class 3R or 3B compatible with Hawkeye 2000 for Optical laser triangulation with Measurement speed of 2 to 64 kHz, able to Operate temperature 0°C to 40°C with Ethernet Data output interface, Protection class IP65 and Power supply 9.5 to 36 VDC.</li> <li>• 1 No. Pavement camera – EX DC</li> <li>• Provide 2 no. fully licenced perpetual Hawkeye Processing software.</li> <li>• Provide 3no. iphone-7 loaded with DRIMS software with a pair of hump and DRIMS analysis software.</li> </ul>	
Incidental services	<p>The supplier shall:</p> <ul style="list-style-type: none"> <li>• Conduct a full calibration and annual maintenance of the Profiler locally using manufacturer expertise – ARRB Group of Australia</li> <li>• Provide annual calibration certificate.</li> <li>• Provide training and certification for at least Five (5) staff members which shall not be less than 3 days</li> </ul>	
After sale service and maintenance	<p>ii. Provide Warranty for the provided spare which shall not be less than 1 year</p>	

#### 4.3.13. Tri-Axial Machine

Description	Specifications	Tenderers Offer
Application	Conform to requirements for BS 1377:6,7,8 and ASTM D2850. The optimization of advanced technologies in hardware and software components for high efficiency Triaxial tests	
Main Components	The equipment should be an advanced Triaxial testing system that can automatically perform up to 6 entire and independent tests at the same time, from start to finish, without any human intervention. It should consists of a closed-loop feedback control system which monitors the components status continuously, in order to react to any change in the parameter pre-set at each test stage.	
Performance Specifications	<ol style="list-style-type: none"> <li>i. Automatic execution of up to six independent triaxial tests</li> <li>ii. Fully PC control system</li> <li>iii. High-speed PC closed loop control</li> <li>iv. Modular design for easy expansion</li> <li>v. four models of water pressure / volume controllers;</li> </ol>	
Accessories & key spare parts	<ol style="list-style-type: none"> <li>i. Accessories for tri-axial machine <ul style="list-style-type: none"> <li>• Data acquisition and control unit</li> <li>• Data acquisition PC</li> <li>• Pressure/volume controller</li> <li>• Triaxial cell with accessories</li> <li>• Triaxial test automatic control and processing software</li> </ul> </li> </ol>	
Other accessories	1 no. extra Laptop with fully licensed most recent windows OS and Microsoft office, I7 processor, 8GB RAM system memory, 2 TB HDD and 2.0 GHz dedicated graphic drivers with OpenGL drivers	
Incidental services	<ol style="list-style-type: none"> <li>i. Perform Installation and commissioning</li> <li>ii. Provide training and certification for at least Five (5) staff members which shall not be less than 3 days</li> </ol>	
After sale service and maintenance	<ol style="list-style-type: none"> <li>i. Provide Warranty for the provided spare which shall not be less than 1 year</li> <li>ii. Provide details on Nearest service centre</li> <li>iii. Give the Length of free after sale service maintenance</li> <li>iv. Provide valid Manufactures' authorisation</li> <li>v. Provide list of high use spares and cost</li> </ol>	

4.3.14. T2 diamond bit, core lifter, springs and barrel -76 mm

Description	Specifications	Tenderers Offer
Application	Drilling bits and accessories	
Main Components	<ul style="list-style-type: none"> <li>T2 diamond bit round surface dia. 76 mm -6 No.</li> <li>T2 core lifter cases &amp; springs dia 76 mm – 6 No.</li> <li>T2 core barrel complete dia 76 mm*1500 mm – 6 No</li> <li>Starter barrel 76mm – 1 No.</li> </ul>	

4.3.15. T2 diamond bit, core lifter, springs and barrel -86 mm

Description	Specifications	Tenderers Offer
Application	Drilling bits and accessories	
Main Components	<ul style="list-style-type: none"> <li>T2 diamond core bit dia. 86 mm - 3 No.</li> <li>T2 core lifter cases &amp; springs dia 86 mm – 6 No.</li> <li>T2 impregnated diamond bit flat surface dia 86 mm – 4 No.</li> </ul>	

4.3.16. T2 diamond bit, core lifter, springs and barrel -101 mm

Description	Specifications	Tenderers Offer
Application	Drilling bits and accessories	
Main Components	<ul style="list-style-type: none"> <li>T2 diamond core bit dia. 101 mm - 6 No.</li> <li>T2 core lifter cases &amp; springs dia 101 mm – 9 No.</li> <li>T2 impregnated diamond bit flat surface dia 101 mm – 6 No.</li> <li>T2 core barrel complete dia 101 mm*1500 mm – 3 No.</li> <li>Starter barrel 101mm – 1 No.</li> </ul>	

4.3.17. T2 diamond bit, core lifter, springs and barrel -131 mm

Description	Specifications	Tenderers Offer
Application	Drilling bits and accessories	
Main Components	<ul style="list-style-type: none"> <li>T2 diamond core bit dia. 131 mm - 3 No.</li> <li>T2 core lifter cases &amp; springs dia 131 mm – 6 No.</li> <li>T2 core barrel complete dia 131 mm*1500 mm – 3 No.</li> </ul>	

4.3.18. Diamond shoe and casing pipes

Description	Specifications	Tenderers Offer
Application	Drilling bits and accessories	
Main Components	<ul style="list-style-type: none"> <li>Diamond shoe bit dia. 144 mm -3 No.</li> <li>Diamond shoe bit dia. 98 mm -3 No.</li> <li>Casing pipes dia 98 mm*1500 mm – 6 No.</li> </ul>	

#### 4.3.19. Pavement design software

Description	Specifications	Tenderers Offer
Application	Pavement analysis	
Main Components	<ul style="list-style-type: none"> <li>• 2 no. Full Elmod software for roads and airport analysis</li> <li>• 2 no. Full Rosy software for roads and airport analysis.</li> <li>• 2 no. Full Rubicon pavement analysis software</li> </ul>	
Accessories	<ul style="list-style-type: none"> <li>• 2 no. Laptop with fully licensed most recent windows OS and Microsoft office, I7 processor, 8GB RAM system memory, 2 TB HDD and 2.0 GHz dedicated graphic drivers with OpenGL drivers and below 15"</li> </ul>	
Incidental services	<ol style="list-style-type: none"> <li>i. Installation and commissioning.</li> <li>ii. Provide training and certification for at least Five (5) staff members which shall not be less than 3 days</li> </ol>	
After sale service and maintenance	<ol style="list-style-type: none"> <li>i. Length of free after sale service maintenance</li> </ol>	

#### 4.3.20. Heavy Duty Core Drilling Trailer

Description	Specifications	Tenderers Offer
Application	Coring asphalt and concrete pavement	
Main Components	Petrol engine Heavy Duty Core Drilling Trailer with Hydraulic proportional drill feed mechanism and rigid and stable drill platform for coring on asphalt & concrete surfaces.	
Performance Specifications	<p>The trailer should:</p> <ul style="list-style-type: none"> <li>• Drill Capacity of up to 300 mm</li> <li>• Have fuel tank of about 30 litres</li> <li>• Drill depth up to 1000 mm</li> <li>• Low drilling noise level</li> <li>• Electric Start and on-board Charging System</li> <li>• At least 500 l Water and submersible pump with capacity of at least 35 litres /min at 200 bars</li> <li>• Above 10 displacements of single speed motors of up to 1100 rpm</li> <li>• Torsion bar to EEC specifications</li> <li>• Tow hitch of 50 mm to EEC Specification</li> <li>• Have 1 no. each Extension bar for 100 mm, 150 mm and 200 mm</li> <li>• Mast Mounted Amber Beacon and spare wheel</li> <li>• Have Return line filter for Hydraulic Filtration with at least 25 Micron</li> <li>• Provided with set of barrels for 100, 150 and 200 mm</li> </ul>	
Accessories & key spare parts	<ul style="list-style-type: none"> <li>• 1 No. straps wrench around 450 mm</li> <li>• 1 No. core retrieval tongs for 100 mm cores</li> <li>• 1 No. core retrieval tongs for 150 mm cores</li> <li>• Provided with 5 no. each <b>extra</b> barrel for 100 mm, 150 mm and 200 mm</li> </ul>	
Incidental services	<ol style="list-style-type: none"> <li>i. Perform Installation and commissioning</li> <li>ii. Provide training and certification for at least Five (5) staff members which shall not be less than 3 days</li> </ol>	
After sale service and maintenance	<ol style="list-style-type: none"> <li>i. Provide Warranty which shall not be less than 1 year</li> <li>ii. Provide details on Nearest service centre</li> <li>iii. Give the Length of free after sale service maintenance</li> </ol>	

#### 4.3.21. Road Marking Control Kit

Description	Specifications	Tenderers Offer
Application	Conforms to DIN EN 13197.	
Main Components	Should be capable of determining both the wet and dry film thickness of paint including those with drop on glass beads applied on a road surface, in the laboratory, during application and for quality control checks. It should be of Standard 2052 thickness gauge, 100 µm to 950 µm in steps of 25 µm	
Performance Specifications	<ul style="list-style-type: none"> <li>i. 2 thermometers -10°C to 200°C</li> <li>ii. 2 hygrometers</li> <li>iii. 25% to 95% relative humidity</li> <li>iv. 2 Marking wedge gauge for testing dry film thickness of road markings</li> <li>v. 2 magnifying glasses approx. 6X magnification with scale</li> <li>vi. Digital marking gauge (display in mm, measuring range -12.5 to 12.5 mm)</li> </ul>	
Accessories & key spare parts	<ul style="list-style-type: none"> <li>i. Accessories for Control Kit <ul style="list-style-type: none"> <li>• 1 electronic balance of 2,000g</li> <li>• 2 Calibration standards measured by the manufacturer, inclusive of the certificate</li> <li>• Instruction manuals and 2 Carrying cases.</li> <li>• Calibration standard for both night and day; and with a 2-year Warranty</li> </ul> </li> <li>ii. Accessories for the Heating Balance Plate Should consist of a magnetic Stirrer, Motor Rating output of 1.5W of a Speed Range (1/min) of 100 – 1500, Heating Temp range of 50 – 500 °C (with potentiometer), Safety Temp °C (goes off) at 550°C, Heat control accuracy of 1°C, Steeples Speed Control, a Glass – Ceramic Heating material, a Protection glass and to Display Both target and exact via LCD, Operating modes - Standard, Safe and Adjustment: Our power source is 230V</li> </ul>	
Incidental services	<ul style="list-style-type: none"> <li>i. Perform Installation and commissioning</li> <li>ii. Provide training and certification for at least Five (5) staff members which shall not be less than 3 days</li> </ul>	
After sale service and maintenance	<ul style="list-style-type: none"> <li>i. Provide Warranty which shall not be less than 1 year</li> <li>ii. Provide details on Nearest service centre</li> <li>iii. Give the Length of free after sale service maintenance</li> </ul>	

#### 4.3.22. Ultrasonic Pulse Analyzer

Description	Specifications	Tenderers Offer
Application	Measures the velocity of ultrasonic pulses through a concrete section providing information on cracks, voids, strength, and giving quick estimates of dynamic modulus of elasticity.	
Main Components	The Ultrasonic Pulse Analyzer consists of a potable sturdy case, a large 6" backlight touch screen display. It should have an excel spreadsheet for the acquisition of the waveform on the PC.	
Performance Specifications	2 MHz sampling rate with 12-bit resolution and 7 selectable pre-amplifier gains, 8 selectable low-pass filter cut frequencies and Advanced signal processing (Transit time, Wave shape, FFT, SonReb), Selectable pulse rate 1, 2, 5 per second and Transmitter pulse 2500 V, Transit time up to 16 ms with 0.1 $\mu$ s resolution and Slot for memory to save data, RS 232 and USB port for real time downloading to PC and Battery operated by internal rechargeable battery pack (7.2 Ah) up to 9 working hours before recharging	
Accessories & key spare parts	<ul style="list-style-type: none"> <li>• Testing heads (probes): 2 heads of nominal working frequency between 24 and 150 kHz and Dimensions: approx. Dia 50x50 and Dia 7/50x80 (Exponential profile)</li> <li>• Accessories for Pile Integrity Tester: Capacity of up to 100 piles/hours with an Accuracy of approx. 0.05 % and Weight of around 1.36 kg. Should be electrically powered.</li> </ul>	
Other sub-items	<ul style="list-style-type: none"> <li>• 2 No. Radiation survey meter: with rugged plastic that is easily de-contaminable with approx. dimensions of 78x125x30mm and weighing about 170g without batteries and able to detect gamma and x-ray with range from 48 KEV to 3000KEV, having detector with energy compensated GM Tube compliant to H*(10) with dose rate measurement range of 0.01 <math>\mu</math>Sv/h to 100mSv or from 1 <math>\mu</math>rem/h to 10 rem /h with energy response of <math>\pm</math>30%over 48 KEV to 3000KEV. The equipment should be supplied with 2 no. wrist and 2 no. neck strap, CSW configuration SW version with calibration key and RDS-csw software parameter setting and histogram readings</li> </ul>	
Incidental services	<ol style="list-style-type: none"> <li>i. Perform Installation and commissioning</li> <li>ii. Provide training and certification for at least Five (5) staff members which shall not be less than 3 days</li> </ol>	
After sale service and maintenance	<ol style="list-style-type: none"> <li>iii. Provide Warranty which shall not be less than 1 year</li> <li>iv. Provide details on Nearest service centre</li> <li>v. Give the Length of free after sale service maintenance</li> </ol>	



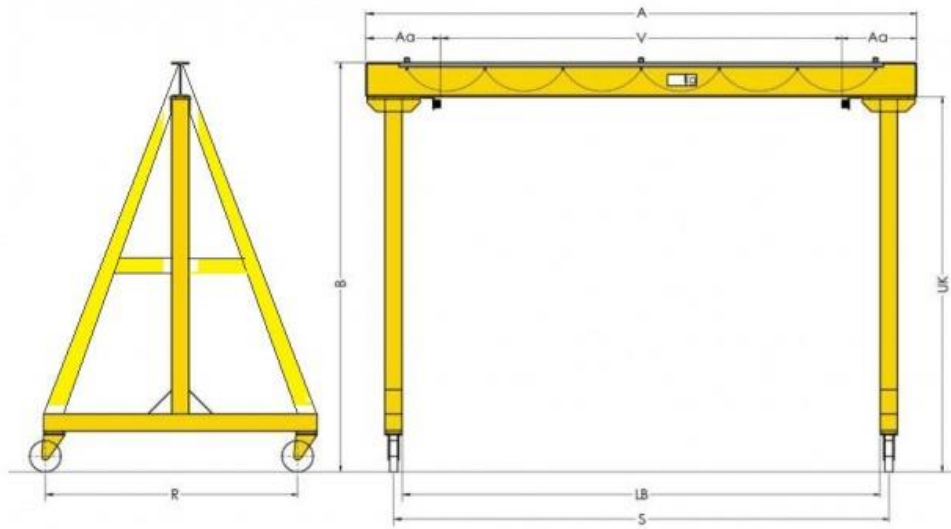
#### 4.3.23. Vehicle Integrated Ground Penetrating Radar (GPR)

Description	Specifications	Tenderers remark
Application	For determination of pavement thickness and layers density at highway speeds, Base/sub-base evaluations and Airport pavements assessment and Locate voids and utility in pavements	
Main components, features and Key Testing Standards	<ul style="list-style-type: none"> <li>i. Conform: ASTM 4738-10(2015) with Road antenna about 45cm from the road surface with Four channel of 2.0 GHz antennas with superior data resolution of above 4000 scans per sec and above 500 GB data storage;</li> <li>ii. Possible to integrate with other devices such as FWD with Full internal and Integrated GPS and Google Earth integration;</li> <li>iii. Linear Distance Measuring Instrument (DMI) and user defined scan interval</li> <li>iv. Laptop with above window 7, I7 processor, 8GB RAM system memory, 1000 GB HDD and 512 MB dedicated graphic drivers with OpenGL drivers Window based GPR data processing software with a Wireless data transfer to PC and smartphone</li> <li>v. Noise reductions system with rail and gusset and Protected and Durable Electronics and metal parts fabrication to EU standards.</li> <li>vi. Dimensions of about 45x35x15 cm and weighing 10 Kg with Data collection control unit, Laptop connection, Control cable of above 7 m and With standard safety tapes and traffic warning signals.</li> <li>vii. Provide frame for installing the GPR to the vehicle and all necessary cables and accessories.</li> </ul>	
Vehicle specifications	The equipment shall be installed on vehicle availed by MTRD	
Performance specifications	Test at highway speed ranging from 0-120kph with Data collection software with output in standard formats .xls, .doc and results presentation with user designed logo, Operating external temperature ranging from -10°C to 50°C, with a Transmit rate of about 800 KHz and No need of ground truth data	
Incidental services	Perform Installation, commissioning and training and certification	
After sale service & maintenance	Provide warranty which should not be less than 1 year and state length of free after sales service, maintenance and calibration.	

#### 4.3.24. Low Weight Deflectometer

Description	Specifications	Tenderers remark
Application	Measuring deflection, back-calculation of layer moduli and Overlay thickness determination	
Main components, features and Key Testing Standards	<ul style="list-style-type: none"> <li>i. Portable with a Carriage trolley, Integrated GPS with screen display and Integrated printer for immediate print out</li> <li>ii. Wireless data transfer to PC and smart-phone</li> <li>iii. PC software for evaluation, management and analysis of data and SD card of above 32 GB;</li> <li>iv. Durable Electronics, metal parts fabrication and Support Dual plate system</li> <li>v. Provide soft and hard copies of operational and service manuals.</li> <li>vi. Testing standard : ASTM E2835-11 and ASTM E2583-07 (2011)</li> </ul>	
Performance specifications	<ul style="list-style-type: none"> <li>i. Load range of 0 -15 KN, Four (4) plates of diameter 100, 150, 200 and 300 mm and at least 3 geophones with thickness of about 20 mm</li> <li>ii. Data collection software with User Designed Logo</li> <li>iii. Rechargeable battery type that can be used to take at least 2000 measurements</li> <li>iv. Compact and light equipment</li> <li>v. Operate in temperature range of about -10° C to 50° C</li> </ul>	
Accessories and Key spare parts	<ul style="list-style-type: none"> <li>a) Three additional geophones</li> <li>b) Laptop with above window 7, I7 processor, 3GB system memory, 500 GB HDD and 512 MB dedicated graphic drivers with OpenGL drivers</li> <li>c) Extra set of cables</li> </ul>	
Incidental services	<ul style="list-style-type: none"> <li>i. Perform installation and commissioning;</li> <li>ii. Provide training and certification for at least Five (5) staff members which shall not be less than 3 days</li> </ul>	
After sale service & maintenance	<ul style="list-style-type: none"> <li>iii. State Period of warranty which should not be less than 1 year,</li> <li>iv. State length of free after sales service, maintenance and calibration,</li> </ul>	

#### 4.4. Chain Block drawing



Dimensions in metres:

- R- 2.0 m
- A- 3.2 m
- UK- 2.6 m
- S- 3.0 m
- LB- 2.8 m
- V- 2.2 m

## SECTION 5. SCHEDULE OF REQUIREMENTS

No	Description of Goods	Unit	Qty	Project Site	Delivery period in days		offered Delivery period
					Earliest	Latest	
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
CTL 1.1	Standards	Set	1	MTRD	7	60	
CTL 1.2	Precision balances	Set	1	MTRD	7	60	
CTL 1.3	LAA Machine	No.	1	MTRD	7	60	
CTL 1.4	Emulsified Asphalt Residue distillation apparatus	No.	1	MTRD	7	60	
CTL 1.5	Heavy duty Asphalt Mixer	No.	1	MTRD	7	60	
CTL 1.6	Retro Reflectometer for Road Signs	No.	1	MTRD	7	60	
CTL 1.7	Automatic Soil Compactors	No.	3	MTRD	7	60	
CTL 1.8	Digital Overhead Stirrer with Heating Balance	No.	1	MTRD	7	60	
CTL 1.9	Ferro scan equipment	No.	1	MTRD	7	60	
CTL 1.10	Digital Schmidt Hammer	No.	1	MTRD	7	60	
CTL 1.11	FWD Accessories set	No.	1	MTRD	7	60	
CTL 1.12	DLP Accessories Set	No.	1	MTRD	7	60	
CTL 1.13	Tri-Axial Machine	No.	1	MTRD	7	60	
CTL 1.14	T2 diamond bit, core lifter, springs and barrel -76 mm	Assorted	1	MTRD	7	60	
CTL 1.15	T2 diamond bit, core lifter, springs and barrel -86 mm	Assorted	1	MTRD	7	60	
CTL 1.16	T2 diamond bit, core lifter, springs and barrel -101 mm	Assorted	1	MTRD	7	60	
CTL 1.17	T2 diamond bit, core lifter, springs and barrel -131 mm	Assorted	1	MTRD	7	60	
CTL 1.18	Diamond shoe and casing pipes	Assorted	1	MTRD	7	60	
CTL 1.19	Pavement design software	Assorted	1	MTRD	7	60	
CTL 1.20	Heavy Duty Core Drilling Trailer	No.	1	MTRD	7	60	
CTL 1.21	Road Marking Control Kit	No.	1	MTRD	7	60	
CTL 1.22	Ultrasonic Pulse Analyzer	No.	1	MTRD	7	60	
CTL 1.23	Vehicle Integrated Ground Penetrating Radar (GPR)	No.	1	MTRD	7	60	
CTL 1.24	Low weight Deflectometer (LWD)	No.	3	MTRD	7	60	

## SECTION 6. PRICE SCHEDULE FORM

### 6.1. General on sub-price schedule form

The supplier must fill sub-price schedule form for item 1.11, 1.12, and 1.14 to 1.19 below and transfer the total to the main price schedule form. The bid for these items shall deem unresponsive if the sub-price schedule form is not filled

### 6.2. Sub-Price schedule Form for item 1.11: FWD Accessories set

N°	Description of Services goods	Unit	Qty	Unit price	Total Price DDP
M&R1	New and verified calibration box only– 1 No.	No.	6		
M&R2	Buffers Hard, Medium and soft 6No. each – Total 18	No.	18		
M&R3	Full non-contact sensor kit for each of PRI2100 & Primax FWD	No.	2		
M&R4	Full relay kit for each of PRI2100 & Primax FWD	No.	2		
M&R5	Set of three (3) manual and air temperature probes for PRI2100 & Primax FWD - 6 No total	No.	6		
M&R6	Supply, delivery and installation of 1 no. Portable Chain Block.	No	1		
M&R7	Incidental calibration and maintenance service	No.	1		
Total to Main price schedule form for item 1.11					

### 6.3. Sub-Price schedule Form for item 1.12: DLP Accessories Set

N°	Description of Services goods	Unit	Qty	Unit price	Total Price DDP
M&R1	Medium, Texture/Roughness and Short-Range Lasers: Full set of 5 no.	No.	5		
M&R2	1 No. Pavement camera – EX DC	No.	1		
M&R3	Provide 2 no. fully licenced perpetual Hawkeye Processing software.	No.	2		
M&R4	Provide 3no. Iphone-7 loaded with DRIMS software with a pair of hump and DRIMS analysis software.	No.	3		
M&R7	Incidental calibration and maintenance service	No.	1		
Total to Main price schedule form for item 1.12					

**6.4. Sub-Price schedule Form for item 1.14: T2 diamond bit, core lifter, springs and barrel -76 mm**

N°	Description of Services goods	Unit	Qty	Unit price	Total Price DDP
F&D 1	T2 diamond bit round surface dia. 76 mm -6 No.	No.	6		
F&D 2	T2 core lifter cases & springs dia 76 mm – 6 No.	No.	3		
F&D 3	T2 core barrel complete dia 76 mm*1500 mm – 6 No	No.	6		
F&D 4	Starter barrel 76mm – 1 No.	No.	1		
Total to Main price schedule form for item 1.14					

**6.5. Sub-Price schedule Form for item 1.15: T2 diamond bit, core lifter, springs and barrel -86 mm**

N°	Description of Services goods	Unit	Qty	Unit price	Total Price DDP
F&D 1	T2 diamond core bit dia. 86 mm - 3 No.	No.	3		
F&D 2	T2 core lifter cases & springs dia 86 mm – 6 No.	No.	6		
F&D 3	T2 impregnated diamond bit flat surface dia 86 mm – 4 No.	No.	4		
Total to Main price schedule form for item 1.15					

**6.6. Sub-Price schedule Form for item 1.16: T2 diamond bit, core lifter, springs and barrel -101 mm**

N°	Description of Services goods	Unit	Qty	Unit price	Total Price DDP
F&D 1	T2 diamond core bit dia. 101 mm - 6 No.	No.	6		
F&D 2	T2 core lifter cases & springs dia 101 mm – 9 No.	No.	9		
F&D 3	T2 impregnated diamond bit flat surface dia 101 mm – 6 No.	No.	6		
F&D 4	T2 core barrel complete dia 101 mm*1500 mm – 3 No.	No.	3		
F&D 5	Starter barrel 101mm – 1 No.	No.	1		
Total to Main price schedule form for item 1.16					

**6.7. Sub-Price schedule Form for item 1.17: T2 diamond bit, core lifter, springs and barrel -131 mm**

N°	Description of Services goods	Unit	Qty	Unit price	Total Price DDP
F&D 1	T2 diamond core bit dia. 131 mm - 3 No.	No.	3		
F&D 2	T2 core lifter cases & springs dia 131 mm – 6 No.	No.	6		
F&D 3	T2 core barrel complete dia 131 mm*1500 mm – 3 No	No.	3		
Total to Main price schedule form for item 1.17					

**6.8. Sub-Price schedule Form for item 1.18: Diamond shoe and casing pipes**

N°	Description of Services goods	Unit	Qty	Unit price	Total Price DDP
F&D 1	Diamond shoe bit dia. 144 mm -3 No.	No.	3		
F&D 2	Diamond shoe bit dia. 98 mm -3 No.	No.	3		
F&D 3	Casing pipes dia 98 mm*1500 mm – 6 No.	No.	6		
Total to Main price schedule form for item 1.18					

**6.9. Sub-Price schedule Form for item 1.19: Pavement design software**

N°	Description of Services goods	Unit	Qty	Unit price	Total Price DDP
M&R1	2 no. Full Elmod software for roads and airport analysis	No.	2		
M&R2	2 no. Full Rosy software for roads and airport analysis.	No.	2		
M&R3	2 no. Full Rubicon pavement analysis software	No.	2		
M&R4	2 No. Laptop				
Total to Main price schedule form for Item 1.19					

## 6.10. Main Price schedule form

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

N° a	Description of Services goods b	Unit c	Qty d	Unit price e	Total Price DDP f=dxe	Incidental services cost - g	Total price -h=f+g
CTL 1.1	Standards	Set	1				
CTL 1.2	Precision balances	Set	1				
CTL 1.3	LAA Machine	No.	1				
CTL 1.4	Emulsified Asphalt Residue distillation apparatus	No.	1				
CTL 1.5	Heavy duty Asphalt Mixer	No.	1				
CTL 1.6	Retro Reflectometer for Road Signs	No.	1				
CTL 1.7	Automatic Soil Compactors	No.	3				
CTL 1.8	Digital Overhead Stirrer with Heating Balance	No.	1				
CTL 1.9	Ferro scan equipment	No.	1				
CTL 1.10	Digital Schmidt Hammer	No.	1				
CTL 1.11	FWD Accessories set	Assorted	1				
CTL 1.12	DLP Accessories Set	Assorted	1				
CTL 1.13	Tri-Axial Machine	No.	1				
CTL 1.14	T2 diamond bit, core lifter, springs and barrel -76 mm	Assorted	1				
CTL 1.15	T2 diamond bit, core lifter, springs and barrel -86 mm	Assorted	1				
CTL 1.16	T2 diamond bit, core lifter, springs and barrel -101 mm	Assorted	1				
CTL 1.17	T2 diamond bit, core lifter, springs and barrel -131 mm	Assorted	1				
CTL 1.18	Diamond shoe and casing pipes	Assorted	1				
CTL 1.19	Pavement design software	Assorted	1				
CTL 1.20	Heavy Duty Core Drilling Trailer	No.	1				
CTL 1.21	Road Marking Control Kit	No.	1				
CTL 1.22	Ultrasonic Pulse Analyzer	No.	1				
CTL 1.23	Vehicle Integrated Ground Penetrating Radar (GPR)	No.	1				
CTL 1.24	Low weight Deflectometer (LWD)	No.	3				
	Total to the form of tender						

Signature of tenderer \_\_\_\_\_

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



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## **SECTION 7. STANDARD FORMS**

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1. Form of Tender: The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form- The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**7.1. FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ....  
*[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by ..... *(Procuring entity)*.
4. We agree to bid by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, 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 constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 7.2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

<p><i>Part 1 – General:</i></p> <p>Business Name .....</p> <p>Location of business premises. ....</p> <p>Plot No..... Street/Road .....</p> <p>Postal Address ..... Tel No. .... Fax ..... E mail .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>Name of your bankers ..... Branch .....</p>																																		
<p><b>Part 2 (a) – Sole Proprietor</b></p>																																		
<p>Your name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <p>Citizenship details .....</p>																																		
<p><b>Part 2 (b) Partnership</b></p>																																		
<p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....					
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<p><b>Part 2 (c) – Registered Company</b></p>																																		
<p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs. ....</p> <p style="padding-left: 20px;">Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....	5.	.....	.....	.....	.....
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4.	.....	.....	.....	.....																														
5.	.....	.....	.....	.....																														
<p>Date ..... Signature of Candidate .....</p>																																		

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

### 7.3. TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called "the tenderer")  
has submitted its tender dated ..... [*date of submission of tender*] for the supply,  
installation and commissioning of ..... [*name and/or description of the  
equipment*] (hereinafter called "the Tender") ..... KNOW ALL  
PEOPLE by these presents that WE..... of ..... having our  
registered office at ..... (hereinafter called "the Bank"), are bound unto .....  
[*name of Procuring entity*] (hereinafter called "the Procuring entity") in the sum of  
..... for which payment well and truly to be made to the said Procuring entity,  
the Bank binds itself, its successors, and assigns by these presents. Sealed  
with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_ 20\_\_.

THE CONDITIONS of this obligation are:

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

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

This tender guarantee will remain in force up to and including forty-five (45) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

*[signature of the bank or Insurance \_\_\_\_\_*

#### 7.4. CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between  
..... [*name of Procurement entity*] of ..... [*country of Procurement entity*]  
(hereinafter called "the Procuring entity) of the one part and ..... [*name of tenderer*]  
of ..... [*City and country of tenderer*] (Hereinafter called "the tenderer") of the other  
part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_ (for the Procuring entity

Signed, sealed, delivered by \_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_

**7.5. PERFORMANCE SECURITY FORM**

To .....

*[name of Procuring entity]*

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

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

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

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

This guarantee shall remain valid in full effect from effective date of the Contract and for **at least 90 days.**

Signed and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**7.6. BANK GUARANTEE**

To .....  
[Name of Procuring Entity]

[Name of Tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer] (hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

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

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

This guarantee shall remain valid in full effect from effective date of the Contract and for **at least 90 days.**

Yours truly,  
Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]



**7.7. MANUFACTURER’S AUTHORIZATION FORM**

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

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

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

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[signature for and on behalf of manufacturer]

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

**7.8. LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER.

**7.9. FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

..... APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED ..... (Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary