



**NAIROBI CITY COUNTY  
DEPARTMENT OF ENVIRONMENT**

**BID DOCUMENT  
(OPEN TENDER)**

M/S .....

**CONTRACT NCC/EW&E/T/590/2017-2018**

**TENDER FOR SUPPLY OF ENVIRONMENTAL MONITORING EQUIPMENT  
(NOISE METER)**

**2017**

**COUNTYSECRETARY  
NAIROBI CITY COUNTY  
P.O.BOX 30075- 00100  
NAIROBI**

**HEAD OF SUPPLY CHAIN  
MANAGEMENT  
CITY HALL ANNEX  
1<sup>ST</sup> FLOOR**

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**SECTION I INVITATION TO TENDER**

**DATE: 2017**

**TO:\_\_\_\_\_**

**TENDER REF NO: NCC/EW&E/T/590/2017-2018**

**TENDER NAME: *SUPPLY OF ENVIRONMENTAL  
MONITORING EQUIPMENT - OUTDOOR***

- 1.1 The **Nairobi City County** invites sealed bids from eligible candidates for supply of **Environmental Monitoring Equipment** whose specifications are detailed in the Tender Document.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the Manager, Supply Chain between 9.00am and 4.00pm during normal working hours.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes clearly marked with tender reference number and tender description addressed to;

**The Governor  
Nairobi City County  
P. O Box  
NAIROBI, KENYA**

And be deposited in the Tender Box at Floor so as to be received on or before, **26<sup>th</sup> APRIL, 2017**

- 1.6 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **(120) days** from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend at

**Director of Supply Chain Management**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **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 procurement 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 NIL
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to 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) 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 2.1.2 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 2.2.1 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 tender 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 **90 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.

## **2.16 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,” 12.00 noon 26th April, 2017.

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**

Tenders must be received by the Procuring Entity at the address specified under paragraph 2.17.2 no later than 12.00 noon 26th April, 2017.

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 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**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **City Hall Annex 1<sup>st</sup> floor Procurement Board room** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.1 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.
- 2.20.2 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 tenderers 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 thirty (30) 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 Thirty (30) 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, 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*

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	The tender is eligible to all suppliers of <b>Environmental Monitoring Equipment.(NOISE METER)</b>
2.3.2	The tender document will cost <b>Kshs. Nil</b> payable in cash or bankers cheque at the accounts office NCC
2.5.1	<p>A prospective tenderer requiring any clarification of the tender document may notify NCC in writing (email in PDF format or by facsimile) at the following address: One copy to: -</p> <p>The County Secretary, Nairobi City County P.O. Box 30075, NAIROBI, KENYA E-mail:</p> <p><b>NB:</b> Any request for clarification must be in the firm's letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered</p>

2.5.2	NCC will respond in writing (e-mail in PDF format) to any request for clarification received at least seven <b>(7) days</b> prior to the deadline for the submission of tenders.
2.11.1	Prices quoted shall be in Kenya Shillings or an easily convertible foreign currency.
2.15	The tender validity period is <b>120 days</b> from the date of tender opening. A tender valid for a shorter period shall be considered non-responsive and shall be rejected.
2.22.1	At the <b>preliminary evaluation stage</b> , the following mandatory requirements that determines a bidder's responsiveness will be assessed :-
2.24.1	<ul style="list-style-type: none"> <li>a) Completed and Signed Form of Tender</li> <li>b) Certificate of Business registration or Incorporation in the domicile country,</li> <li>c) Completed/filled Confidential Business Questionnaire.</li> <li>d) Manufacturers Authorization letter duly stamped and filled.</li> <li>e) Manufacturers Certificate of Registration Quality Management System - ISO 9001:2008.</li> </ul> <p><b>NB:</b> Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further</p> <p>In the <b>technical evaluation stage</b>, only bidders who have been found responsive at the <b>preliminary stage</b> will be evaluated on the following parameters:</p>
	<ul style="list-style-type: none"> <li>a) compliance to the technical specifications as stipulated in Section V of this tender document; and</li> <li>b) delivery period offered in the tender. The delivery period should <b>3 months or earlier</b> after contract signing.</li> <li>c) Tenderers may quote to supply any or all the schedules, each schedule must be quoted for with completeness in order to qualify as responsive. Each schedule shall be evaluated separately.</li> </ul>

	<p>Bids not meeting the <b>technical specifications</b> will be declared non-responsive and will not be evaluated further.</p> <p>Bids responsive at the technical evaluation stage will be evaluated at the <b>financial stage</b>. The bids will be checked for costing of all items, arithmetic corrections and payment terms. The lowest evaluated tender will be recommended for award.</p>
2.28.1	The unsuccessful tenderers will be notified on the outcome of the tender at the same time the successful tenderer is notified

## **SECTION III - 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

### 3.10 **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

### 3.12 **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 not exceeding **30 days**.

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



## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 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.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.
- (iii) **Brochures, literature and manufacturer's authorization Quality Management System - ISO 9001:2008 MUST accompany the quotations for ALL schedules**

**SPECIFICATIONS PER SCHEDULE**

**SCHEDULE 1: DUSTTRAK DRX AEROSOL MONITORS 8533, 8533EP**

Item	Description	Country of origin	Qty	Bidders response (Yes/No)
1.	<p><b>Sensor Type</b> 90° light scattering</p> <p><b>Particle Size Range</b> 0.1 to 15 µm</p> <p><b>Aerosol Concentration Range</b> 8533 Desktop 0.001 to 150 mg/m<sup>3</sup> 8533EP Desktop with External Pump 0.001 to 150 mg/m<sup>3</sup></p> <p><b>Display</b> Size Segregated Mass Fractions for PM1, PM2.5, Respirable, PM10 and Total. All displayed</p> <p><b>Resolution</b> ±0.1% of reading or 0.001 mg/m<sup>3</sup>, whichever is greater</p> <p><b>Zero Stability</b> ±0.002 mg/m<sup>3</sup> per 24 hours at 10 sec time constant</p> <p><b>Flow Rate</b> 3.0 L/min</p> <p><b>Flow Accuracy</b> ±5% of factory set point, internal flow controlled</p> <p><b>Temperature Coefficient</b> +0.001 mg/m<sup>3</sup> per °C</p> <p><b>Operational Temp</b> 32 to 120°F (0 to 50°C)</p> <p><b>Storage Temp</b> -4 to 140°F (-20 to 60°C)</p> <p><b>Operational Humidity</b> 0 to 95% RH, non-condensing</p> <p><b>Time Constant</b> User adjustable, 1 to 60 seconds</p> <p><b>Data Logging</b> 5 MB of on-board memory (&gt;60,000 data points) 45 days at 1 minute logging interval</p> <p><b>Log Interval</b> User adjustable, 1 second to 1 hour</p> <p><b>Physical Size (H x W x D)</b> Desktop 5.3 x 8.5 x 8.8 in. (13.5 x 21.6 x 22.4 cm) External Pump 4.0 x 7.0 x 3.5 in. (10.0 x 18.0 x 9.0 cm)</p>			

**Weight Handheld**

Desktop	3.5 lb (1.6 kg), 4.5 lb (2.0 kg) – 1 battery, 5.5 lb (2.5 kg) – 2 batteries
External Pump	3.0 lb (1.4 kg)

**Communications**

8533	USB (host and device) and Ethernet. Stored data accessible using flash memory drive
8533EP	USB (host and device) and Ethernet. Stored data accessible using flash memory drive plus, cable assembly for external pump.

**Power–AC**

Switching AC power adapter with universal line cord  
included, 115–240 VAC

**Analog Out**

8533/8533EP	User selectable output, 0 to 5 V or 4 to 20 mA. User selectable scaling range
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**Alarm Out**

8533/8533EP	Relay or audible buzzer Relay Non-latching MOSFET switch + User selectable set point + –5% deadband + Connector 4-pin, Mini-DIN connectors
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**Screen**

8533/8533EP	5.7 in. VGA color touchscreen
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**Gravimetric Sampling**

8533/8533EP	Removable 37 mm cartridge  (user supplied)
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**CE Rating**

Immunity	EN61236-1:2006
Emissions	EN61236-1:2006

**SCHEDULE 2: ENVIRONMENTAL ENCLOSURE MODELS 8535 AND 8537**

Item	Description	Country of origin	Qty	Bidders response (Yes/No)
2.	<p><b>Sampling Conditions</b>  Wind Speed 0 to 22 mph (0 to 36 kph)  Operating Temperature 32 to 120°F (0 to 50°C)  Storage Temperature -4 to 140°F (-20 to 60°C)</p> <p><b>Physical (Model 8535)</b>  External Dimensions 8.1 x 16.9 x 20.6 in.  (H x W x D) (21 x 43 x 52 cm)  Weight (with Internal Battery System and DustTrak) 38 lb (17 kg)</p> <p><b>Physical (Model 8537)</b>  External Dimensions 20 x 16 x 12 in.  (H x W x D) (50.8 x 40.6 x 30.5 cm)  Weight (enclosure only) 36 lb (16.3 kg)  Weight (with battery system, DustTrak EP, Heated Inlet, Modem) 76 lb (34.5 kg)</p> <p><b>INTERNAL BATTERY SYSTEM</b>  <b>Power Requirements</b>  Internal Battery Pack 12 VDC, 22 Ah</p> <p><b>Battery Run-time</b>  DustTrak II/DRX with External Pump 21 - 24 hours (typical)  DustTrak II/DRX EP &amp; Heated Inlet approx. 15 hours  Dual Battery Wiring Harness Run-time is typically twice the time#801817, two 22Ah quoted for a single battery pack battery packs #801808</p> <p><b>Battery Charge Time</b>  8-9 hours at 72°F (22°C) (New battery, deep discharge to 95% charge)</p> <p><b>SOLAR POWER SYSTEM</b>  <b>Power Requirements</b>  Solar System Run-time Continuous (with adequate sunlight)  Rated Power 80 x 2 watts  Power Tolerance ±5%  Nominal Voltage 12 volts  External Battery Pack 12 VDC, 100 Ah  Battery Run-time 90 to 120 hours (typical)  Battery Charge Time &lt;10 hours at 72°F (22°C) (New battery, deep discharge to 95% charge, with adequate sunlight)</p> <p>Operating Temperature 32 to 120°F (0 to 50°C)  Storage Temperature -4 to 140°F (-20 to 60°C)</p> <p><b>Physical (Solar Panels)</b>  Dimensions (H x W x D) 2 x 43 x 48 in.  (5 x 109 x 122 cm)  Weight 34 lb (15.3 kg)</p> <p><b>Physical (Battery and Case)</b>  Dimensions (H x W x D) 8.5 x 15.3 x 17 in.  (22 x 39 x 43 cm)  Weight 85 lb (38.3 kg)</p>			

**HEATED INLET SAMPLE CONDITIONER**

Power Consumption 12 VDC, 13 watt  
 Operating Conditions Indoor/outdoor use  
 Temperature 0 to 50°C  
 (32 to 122°F)  
 2,000 m (6,561 ft.)  
 Humidity: 5-95% Rh,  
 non-condensing  
 Pollution degree II  
 Overvoltage degree II  
 Storage Temperature -20 to 60°C  
 (-4 to 140°F)  
 Dimensions 7.6 x 3.5 x 2.3 in.  
 (19.3 x 8.9 x 5.8 cm)  
 Weight approx. 1 lb (454 g)  
 Warm-up Time 17 minutes  
 Settings 30%/40%/50% Rh

**GSM/GPS COMMUNICATION MODEM**

Quad-band EGMS 850/900/1800/1900 MHz  
 Output Power Class 4 (2W)  
 @ 850/950 MHz  
 Class 1 (1W)  
 @ 1800/1900 MHz  
 Sensitivity -107 dBm (typ.)  
 @ 850/900 MHz  
 -106 dBm (typ.)  
 @ 1800/1900 MHz  
 GPRS Class 10  
 Antenna SMA male connector  
 SIM Card Pre-installed

**GPS**

Sensitivity -159 dBm (indoor operation)  
 Accuracy <2.5 m (8 ft.)  
 Channel 20  
 SBAS Support WAAS and AGNOS  
 Correlators >200,000  
 Antenna SMB jack connector  
 Input Voltage 6-24 VDC  
 Current Consumption 50mA  
 Operating Temp -30 to 75°C (-22 to 167°F)  
 Humidity Range 0-85% non-condensing  
 Clock Real Time  
 Memory 4 MB (up to 16 MB)  
 Digital ports RS-485, RS232,  
 (3 multiplexed),SDI-12  
 DeltaPort Expansion port for Analog  
 and Digital I/O Module  
 Dimensions (L x W x H) 5.1 x 2.72 x 1 in.  
 (13.0 x 6.9 x 3.0 cm)

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

TENDERER'S NAME: \_\_\_\_\_

TENDERER'S SIGNATURE \_\_\_\_\_

COMPANY'S RUBBER STAMP \_\_\_\_\_

DELIVERY PERIOD \_\_\_\_\_

**1.1 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 and deliver **Environmental Monitoring Equipment (noise meter)** 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. We agree to abide by this Tender for a period of **120 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.

4. 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.

5. 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 \_\_\_\_\_

## 8.2 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

### *Part 1 – General:*

Business Name .....  
 Location of business premises. ....  
 Plot No. .... Street/Road .....  
 Postal Address ..... Tel No. .... Fax ..... E mail .....  
 Nature of Business , .....  
 Registration Certificate No. ....  
 Maximum value of business which you can handle at any one time – Kshs. ....  
 Name of your bankers ..... Branch .....

### Part 2 (a) – Sole Proprietor

Your name in full ..... Age .....  
 Nationality ..... Country of origin .....  
 • Citizenship details .....

### Part 2 (b) Partnership

Given details of partners as follows:

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

### Part 2 (c) – Registered Company

Private or Public .....  
 State the nominal and issued capital of company-  
 Nominal Kshs. ....  
 Issued Kshs. ....  
 Given details of all directors as follows

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

Date ..... Signature of Candidate .....

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration



