



KenGen

KENYA ELECTRICITY GENERATING COMPANY PLC

KGN-GDD-092-2018

**TENDER FOR SUPPLY, DELIVERY AND
COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE
WITH ACCESSORIES FOR GEOTHERMAL
DEVELOPMENT DIVISION**

(OPEN NATIONAL TO CITIZEN CONTRACTORS)

Kenya Electricity Generating Company PLC
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100
NAIROBI.

Website: www.kengen.co.ke

NOVEMBER, 2018

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SECTION I INVITATION TO TENDER

The Company invites sealed tenders from eligible candidates for the supply, **Delivery and Commissioning of Fire Engine Truck Complete with Accessories** whose specifications are detailed in the Tender Document.

Interested eligible candidates may obtain further information from and inspect the Tender Documents during official working hours starting at the date of advert at the office of:

Supply Chain Director
Tel: (254) (020) 3666000
Email: tenders@kengen.co.ke; cc WNYangweso@kengen.co.ke

The document can be viewed and downloaded from the website www.kengen.co.ke. Bidders who download the tender document from the website **are advised to forward their particulars to facilitate any subsequent tender clarifications and addenda**. Downloaded copies are free of charge.

Bidders are advised from time to time to be checking the website for any uploaded further information on this tender.

Unless otherwise stated, tenders MUST be accompanied by a security in the format and amount specified in the tender documents and must be submitted in a plain sealed envelope and marked “**KGN-GDD-092-2018 - TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES FOR GEOTHERMAL DEVELOPMENT DIVISION**” and addressed to:

**Company Secretary & Legal Affairs Director
Kenya Electricity Generating PLC
10th Floor, KenGen Pension Plaza Phase II
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI, KENYA**

On or before: **5TH DECEMBER 2018 AT 10.00AM**

Tenders will be opened on **5TH DECEMBER 2018 AT 10.30AM** in the presence of the candidates’ representatives who choose to attend at KenGen Pension Plaza II Ground Floor, Tender Opening Room.

KenGen adheres to high standards of integrity in its business operations.

Report any unethical behavior immediately to the provided anonymous hotline service.

Call Toll Free: 0800722626 Free Fax: 00800 007788

Email: kengen@tip-offs.com Website: www.tip-offs.com

SUPPLY CHAIN MANAGER

EXECUTIVE ORDER NO.2 OF 2018

Following the Executive Order No.2 of 2018 issued by The Presidency

THAT effective the 1st of July 2018, all Public Procuring Entities shall maintain and continuously update and publicize (through the websites of the Public Procuring Entity, e-Citizen, Public Procurement Regulatory Authority platforms, public notice boards and/or official government publications):

- 1) Full Particulars of the awarded Bidder (Supplier, Contractor or Consultant);
- 2) Specification of goods and services, scope and schedule of works and contract value;
- 3) Technical and financial capacity of the awarded bidder (Supplier, Contractor or Consultant) and summary of reasons for the award;
- 4) Award Date and Contract Period;
- 5) Current market price of the specific goods, works or service, as well as price guidelines as published by the Public Procurement Regulatory Authority with regard to that specific item (where applicable);

In furtherance to above, the list of the awarded suppliers/contracts/consultants shall include the following information:

- a) Name of Supplier
- b) Registration Details (ID/Registration/Incorporation Number
- c) PIN Number
- d) List of Directors, Shareholders and Beneficial Owners (in case of a company)
- e) Name of Proprietor (for sole Proprietor and Business name)
- f) Name of Partners (for Partnerships)
- g) Business Contacts Information (telephone and email address)
- h) Postal address
- i) Physical address
- j) Tax Compliance Status
- k) Business Permit/License Number
- l) County of operation

In compliance to the executive order, the above details shall form part of mandatory requirement in the tender documents submitted.

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 collected from the Procuring Entity shall not exceed Kshs.1,000/= . Downloaded copies are free of charge.

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) 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
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 **Five (5) days 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 email 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 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 shall be based on Cost & Freight (CFR) to Mombasa Port with freight charges shown separately. KenGen will meet the freight insurance cost, costs of inland transportation, and other local costs incidental to delivery of the goods from Mombasa Port to their final destination.

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 **120 days** after the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in US Dollars 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(*if applicable*); 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 **Kenya Shillings One Million Five Hundred Thousand (KES. 1,500,000.00)** or equivalent in a freely convertible currency.

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 an on-demand bank guarantee issued by a reputable bank located in Kenya or where the bank is located abroad, it must have a local correspondent bank.

The Tender Security may also be in the form of an on-demand guarantee issued by a reputable insurance company approved by the

Authority and in the form provided in the tender documents or another form acceptable to the Procuring entity.

The tender security must be valid for at least thirty (30) 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 nonresponsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) 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 paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for **120 days 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 nonresponsive.

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 Tenderer 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.

2.16.4 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be 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 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, the tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE, 5TH DECEMBER 2018 AT 10.00AM”**

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 **5TH DECEMBER 2018 AT 10.00AM.**

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, at **5TH DECEMBER 2018 AT 10.30AM** 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 affect 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 nonconformity.

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 A positive 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 **fifteen (15) days** from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within **fifteen (15) 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 **fifteen (15) 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	This Invitation for tenders is OPEN NATIONAL TO CITIZEN CONTRACTORS as described in the Invitation to Tender.
2.10.2	KenGen shall arrange for insurance of all imports with local underwriter against loss or damage from the point of origin to final destination.
2.10.2	Prices quoted shall be Delivery Duty Paid (DDP) to Olkaria.
2.14.2	The tender security shall be in the amount of Kenya Shillings One Million Five Hundred Thousand (KES. 1,500,000.00) or equivalent in a freely convertible currency.
2.18.3	<i>Tender Closing Date:</i> 5TH DECEMBER 2018 AT 10.00AM <i>Tender Opening Date:</i> 5TH DECEMBER 2018 AT 10.30AM
2.22.2	No correction of arithmetic errors. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
2.24.4	<i>The following shall be the evaluation Criteria</i> A) Mandatory Preliminary Criteria: <i>The evaluation shall be based on <u>Pass</u> or <u>Fail</u> on the following requirements:-</i> <ul style="list-style-type: none"> • Duly completed Tender Form • Duly completed Price Schedule • Duly completed Confidential Business Questionnaire • Audited Financial Statements for last two (2) years 2016 and 2017. • Evidence of incorporation in the country of domicile i.e. Certificate of Incorporation/ Registration • Tender Security in the amount of Kshs 1,500,000/= . • The Tender validity period shall be 120 days. • Tender Security has to be valid for 150 days. • Valid Tax Compliance Certificate issued by Kenya Revenue

	<p>Authority. (for local suppliers, not applicable to foreign suppliers)</p> <ul style="list-style-type: none"> • Manufacturer’s authorization, guarantee and warranty. • Manufacturer’s literature/brochures MUST be attached for evaluation purposes. • Delivery period shall be within 8 months after the date of signing the Contract. • All items must be quoted in the schedule to be considered responsive. <p><i>B) Technical Evaluation criteria</i> <i>The evaluation shall be based on <u>Pass</u> or <u>Fail</u> on the following requirements:-</i></p> <ul style="list-style-type: none"> • Compliance to the technical specifications. • Documentary evidence to prove that the equipment offered comply with the Technical Specifications must be provided. • For after Sales Support. Tenderer shall submit the name and address of the local agent in Kenya for the unit offered. The agent must be well established and capable of giving full after sales service, acceptable stock of spare parts and back-up technical services. • Life Cycle Cost. <ul style="list-style-type: none"> ▪ Tenderers shall state the average fuel consumption rate in Litres per Kilometre. <ul style="list-style-type: none"> • The whole life cycle cost of the equipment. • Quick ratio should at least be 1:1. <p><i>C)Financial Evaluation Criteria</i></p> <ul style="list-style-type: none"> • Award shall be based on the total lowest evaluated bidder.
2.27.7	<p><i>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.</i></p>

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
- 3.7 Performance Security**
- 3.7.1 Within **fifteen (15) 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 thirty (30) 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 **Warranty**

3.12.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, workmanship, or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country.

3.12.2 The warranty period for the Goods is specified under the Special Conditions of Contract.

3.12.3 KenGen shall promptly notify the Supplier in writing of any claims arising under this warranty.

3.12.4 Upon receipt of such notice, the Supplier shall, within the period specified in the Special Conditions of Contract, and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to KenGen.

3.13 12.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in 12.4 above, within a reasonable period, KenGen may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to

any other rights which KenGen may have against the Supplier under the 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 25% 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 of 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 similar to 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 thirty (30) 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.21 Taxes

3.21.1 "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

3.21.2 Local Taxation

Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

3.21.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

3.21.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.

Tax Deduction

3.21.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

3.21.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

Tax Indemnity

3.21.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor or to comply with any tax laws arising from the execution of the Contract whether during the term of the Contractor after its expiry.

3.21.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.21.9 Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

4.1. 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.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance security The Performance Security shall be in the amount of 10% of the Contract Price
3.7.4	<i>The supplier shall be required to expressly confirm that the goods supplied shall be under 18month's warranty.</i>
	Inspection and tests All consignments subject to Pre-Export Verification of Conformity (PVoC) to Standards Programme must obtain a Certificate of Conformity (CoC) issued by PvoC Country Offices Prior to shipment. The Certificate is a mandatory Customs Clearance document in Kenya; Consignments arriving at Kenyan Ports without this document will be denied entry into the Country. Since PVoC is a conformity assessment process to verify that products imported to Kenya are in compliance with the applicable Kenya standards or approved equivalents, regulations and technical requirements before shipment, it is the sole responsibility of the supplier (i.e. exporter) to demonstrate the same and hence meet any associated costs of verification. Inspection reports or certificates for the Goods shall be provided during delivery. These shall also include material test reports and hydrostatic/pneumatic pressure test reports.
	Delivery period Delivery must be Delivery Duty Paid (DDP) to Olkaria within Eight (8) months.
3.12.1	Payment Payment shall be made within 30 days after receipt of certified invoices and delivery notes confirming that the invoiced materials have been delivered, commissioned and are in accordance with the Contract.

	<p>Advance Payment Advance payment is not applicable.</p>
3.13	Prices shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account.
3.18.2	<i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</i>

Warranty

- *A warranty certificate must be provided with the equipment. The warranty period shall be at least 12 months from the date of delivery of the equipment. The period for correction of defects in the warranty period is 30 days.*

SECTION V

TECHNICAL SPECIFICATIONS

Notes Applicable to All Schedules:

1. The Fire Engine Truck to be supplied shall be new, unused and 100% genuine and the latest design.
2. Delivery shall be **Delivery Duty Paid (DDP) to Olkaria** within **8 months** from the date of signing the contract. Delivery must be for the complete equipment. Partial delivery shall not be accepted.
3. Documentary evidence to prove that the equipment offered comply with the Technical Specifications given below **MUST** be provided. The documentary evidence shall comprise of technical and performance data from the manufacturer including materials of construction and performance curves and fuel consumption.
4. **Commissioning:** Commissioning will take place after delivery of the equipment to **Olkaria Power Station**. The commissioning period shall be at least two (2) days. The bidders are encouraged to give their proposal if this is not adequate.
5. **Technical Performance:** Tenderers shall indicate the number of units sold and in operation **locally** and their physical location. Recent brochures or catalogues should be submitted with the tender.
6. **Local Agent in Kenya:** Tenderers shall submit the name and address of the local agent in Kenya for the unit offered. The agent must be well established and capable of giving full after sales service, acceptable stock of spare parts and back-up technical services.
7. **Certificate of Warranty:** A certificate of warranty shall be submitted covering a period of 12 months.
8. **Registration:** The equipment to be supplied shall be fully registered for use in Kenya. The registration must be arranged by the supplier and the number plate to be in Blue colour for Parastatals.
9. **Steering:** Must be Right Hand Drive (**RHD**)

10. Tenderers shall state the **average fuel consumption rate in Litres per Kilometre** and quote for all spares as listed in the price schedule. The list shall include quantities and unit prices of the spare parts. The spares shall include engine oil filters, fuel filters, air filters, transmission oil filters, water filters, brake parts, starting motors, battery charging alternators, v- belts, lamps/lights and fuses. The total price of the spare parts shall be entered in the Price Schedule.

10. Training: The supplier shall organize for a training session for at least 30 staff members of staff **on both operations and maintenance on or before commissioning at the Suppliers/ Agents Kenyan site.**

Technical Specifications

Fire Engine Truck with the following specifications:

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES		
TENDER NO:	ITEM NO:	QTY 1
DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES		
TENDERER'S Column to be completed by tenderer		
SPECIFICATION	REQUIREMENTS	TENDERER'S
MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
MANUFACTURER'S LITERATURE AND SPECIFICATIONS SUPPLIED	Yes (Mandatory)	_____ (Y/N)
CONSTRUCTED TO CONFORM WITH KENYAN SPECIFICATIONS & RELEVANT FIREFIGHTING CODES AND STANDARDS	Yes (Mandatory)	
1. GENERAL		
a) A Standard production Firefighting and rescue services vehicle of latest design in current production.	Yes, Yes, Yes	_____ (Y/N)
b) Supplied new.	Yes	_____ (Y/N)

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:	ITEM NO:	QTY 1
DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES		
TENDERER'S Column to be completed by tenderer		
SPECIFICATION	REQUIREMENTS	TENDERER'S
c) Designed to heavy duty export specifications, suitable of operating in tropical conditions	Yes, Yes	_____ (Y/N)
d) Suitable for Rapid Intervention of fire incidences capable to drive over paved and un-paved (rough) roads and terrains	Yes	_____ (Y/N)

2. CABIN

a)	All steel safety cab with galvanized sheet steel and laminated windscreen glass, with hydraulic tilting mechanism, for a crew of 5+1 persons (including the driver).	Yes	_____ (Y/N)
b)	One air sprung suspension driver's seat, fully adjustable. One fixed co-driver's seat with adjustable backrest. In the rear part of the crew cab which shall be dwarf partitioned from the front, there shall be seats for 4 crew members with individual warning. The bench has integrated 'Professional' – single seat in driving direction with backrests and brackets keeping the breathing apparatus with 'quick action facility' The system allows fast and easy putting on the breathing apparatus units during the approach to the fire before getting out of the vehicle.	Yes (Mandatory)	
c)	Automatic retractable self-locking shoulder/lap safety belts will be provided at each outer crew position with a lap belt only at the centre position.	Yes	_____ (Y/N)

3. DIMENSIONS AND WEIGHTS

a)	Overall length, approx.	8900-10000mm (mandatory)	----- mm
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TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:	ITEM NO:	QTY 1
DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES		
TENDERER'S Column to be completed by tenderer		
SPECIFICATION	REQUIREMENTS	TENDERER'S
b) Overall width, approx.	2350-2600mm (mandatory)	----- mm
c) Overall height, approx.	3500-3950mm (mandatory)	----- mm
d) Wheelbase, approx.	At least 4100mm (mandatory)	----- mm
e) Under axle clearance, approx.	Front, 145 mm Rear, 165 mm	----- mm -----mm
f) Ground clearance (min.) when loaded	380- 430mm (mandatory)	-----mm
g) Max. G.V.W, approx.	18,000Kg	----- kg

3. ENGINE

a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Engine performance curves supplied.	Yes	_____ (Y/N)
e) Engine type, Diesel	Yes	_____ (Y/N)
f) 4 Stroke, Water-cooled, turbocharged	Yes, Yes	_____ (Y/N)
g) Piston displacement , approx.	At least 460 HP	----- HP
h) Number of cylinders, min	6	----- no.
i) Maximum power output, (KW/rpm), min.	At least 337 kW at 1800 rpm	----- (KW /rpm)
j) Maximum torque developed, (NM/rpm), min.	2200-2400 Nm at 1080 rpm	-----Nm rpm
k) Air filter, disposable/oil bath	specify	-----

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:

ITEM NO:

QTY 1

DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS	TENDERER'S
l) Oil and fuel filter type	Disposable	-----
m) Average fuel consumption (on full load) at:		
a) Urban driving	specify	-----Km/l
b) Steady 50Km/h	specify	Km/l
c) Steady 80Km/h	specify	Km/l
n) Fuel tank capacity, approx.	At least 400 Lt	Lt
Extra fuel tank fitted	specify	

4. TRANSMISSION

a) At least 12 speed tiptronic gearbox.	Yes	_____ (Y/N)
b) Drive configuration.	6 x 6with rear differential lock (Mandatory)	_____ (Y/N)
c) PTO to be heavy duty to be able to drive the pump	Yes	_____ (Y/N)

5. BRAKES AND TYRES

a) Telligent brake system; dual circuit compressed air with air drier with EBS for excellent brake performance	Specify either disc or drum	_____ (Y/N)
b) Mechanical parking brake, to act on all wheels	Yes	_____ (Y/N)
c) Engine Brake: low noise exhaust brake, foot valve controlled	Yes	_____ (Y/N)
c) The tyre shall be single fitment while rear will be dual fitment.	Yes	_____ (Y/N)
d) Optimum tire size	specify	

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:

ITEM NO:

QTY 1

DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION

REQUIREMENTS

TENDERER'S

6. SUSPENSION AND STEERING

a)	Independent, heavy duty front and rear suspension	Yes, Yes	_____ (Y/N)
b)	Heavy duty leaf and coil springs with hydraulic (telescopic) shock absorbers.	specify, front, rear,	_____ (Y/N)
c)	Power assisted steering	specify	
d)	Right Hand drive steering	Yes	_____ (Y/N)

7. ELECTRICAL SYSTEM AND INSTRUMENTS

a)	24V electrical system, isolator switch, negative earth, with alternator charging	24V, Yes, Yes	_____ (Y/N)
b)	Battery capacity, approx.	Specify	_____ AH
c)	Lightbar incorporating emergency services lights (colour blue)	Mandatory	_____ (Y/N)
d)	<p>P.A System: Integrated Public Address system, complete with a cabin mounted hand microphone and external loudspeaker.</p> <p>Siren: This siren shall be an advanced, efficient and full featured electronic siren. The siren shall be protected against all failure modes by a fuse that shall be replaceable without tools.</p> <p>Selector switch functions:</p> <p>RADIO: Incoming radio messages shall be amplified by PA system and rebroadcast over the external speaker.</p> <p>MANUAL: Siren may be activated by the siren switch on the dashboard, or by the vehicles horn control on the steering wheel.</p> <p>WAIL: Continuous "wailing" up and down in frequency.</p> <p>YELP: Continuous rapid "warbled" tone.</p>	Mandatory	_____ (Y/N)

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:

ITEM NO:

QTY 1

DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS	TENDERER'S
<p>HI – LO: Distinctive two tone sound. HORN/ SIREN: Up position activates the electronic air horn sound and down position activates peak and hold sound in any mode except</p>		
<p>e) Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act. Items Fitted Should Be Documented And A Certificate Of Conformity Issued For Each Item Of Electrical Equipment By The Successful Tenderer.</p>	Yes	_____ (Y/N)
<p>f) Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.</p>	Yes	_____ (Y/N)
<p>g) Flood Lighting -One (1) electric flood LED light tower with 4 sets of 200W each of lights on roof top. -The light tower shall extend telescopically to a maximum of three (3) meters. -Towers shall incorporate an “Auto stow” function and shall be operated by a hand wired pistol grip remote that is supplied with the towers. -The Auto stow feature shall be activated when the parking break is released -A buzzer shall be activated when the light mast is being extended or lowered. -The mast shall be able to rotate at 360 degrees and be able to incline the lights vertically at an angle of 180 degrees.</p>	Yes	_____ (Y/N)
<p>h) Two additional dual intensity LED red rear 'Incident Lights' should be mounted at each top corner on the rear of the firefighting truck.</p>	Yes	_____ (Y/N)
<p>i) Emergency flashers at the front grille and rear of the vehicle.</p>	Yes	_____ (Y/N)

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:

ITEM NO:

QTY 1

DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS	TENDERER'S
j) A "Gizwag"/alternating headlight flasher to be connected to the headlights. This system can be activated without having to operate the headlights.	Yes	_____ (Y/N)
k) The main console, positioned centrally and forward of the driver, will contain all necessary information relating to automotive functions.	Yes	_____ (Y/N)
l) Additional console panels will be provided for any instruments, switches and controls required for emergency services equipment.	Yes	_____ (Y/N)
m) The gear shift, pump drive and handbrake controls will be located adjacent to the driver.	Yes	_____ (Y/N)
n) Multi speed wiper, complete with standard wash system with a minimum reservoir capacity for a 5 minute wash sequence.	Yes	_____ (Y/N)
o) A large area "Below eyeline" mirrors mounted each side of the cab	Yes	_____ (Y/N)
p) Interior sun visors of the hinged type will be fitted above the windscreen forward of each front seat position.	Yes	_____ (Y/N)
q) Air conditioning system	Yes	_____ (Y/N)
r) Standard safety features include Crush zones – front and rear Daytime running lights Energy absorbing steering column Theft deterrent system – "Pass lock"	Yes	_____ (Y/N)
s) AM/FM radio with disc player	Mandatory	_____ (Y/N)
t) Space will be available within the driver console area for the installation of multi-channel mobile radio/s. a 12 volt supply will be provided.	Mandatory	_____ (Y/N)
u) Rear View Camera: The vehicle shall be fitted with a rear view cameras whose display shall be mounted strategically for easy viewing by the driver. The	Mandatory	_____ (Y/N)

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:

ITEM NO:

QTY 1

DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION

REQUIREMENTS

TENDERER'S

camera view shall be triggered by either the engagement of the reverse gear or/and a switch when the vehicle is stationary.
The cameras should be capable of picking at least 270degrees of the rear of the vehicle including the pump compartment.
The cameras shall have integrated sensors with a warning signal should the vehicle move very close to an object at the rear while reversing.

8. BODY, SEATS AND FINISH

a)	All body work to be protected against corrosion for seaside operation.	Yes	_____ (Y/N)
b)	Long lasting upholstery.	Specify material.	
c)	High gloss reflective body finish, colour to be specified by the user after contract signing.	Yes	----- (Y/N)

9. SUPER STRUCTURE BODY CONSTRUCTION

a)	superstructure, designed in the module concept, enclosing the water tank, will be manufactured from high-grade aluminium ally extruded sections and sheet. Each module will be mounted to the chassis in accordance with the manufactures directives on heavy duty flexible mountings to minimise torsional loads which can occur during "Off road" operations.	Yes, Yes, Yes	----- (Y/N)
b)	The large volume transverse locker. Located forward of the water tank assembly, will provide ample storage space for firefighting and rescue equipment.	Yes specify timber size	----- (Y/N) ----- x ----- mm

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:

ITEM NO:

QTY 1

DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS	TENDERER'S
c) The locker, located at the rear of the module will enclose the water pump, foam proportioner, pipe work and provide additional storage space for firefighting and rescue equipment.	Yes Specify size and number	----- (Y/N) ----- mm ----- No.
d) Each locker, enclosed by aluminium ally shutters, will be complete with automatic shutter controlled, protected lighting, natural ventilation and easy drain floors.	Yes	----- (Y/N)
e) All shutters will be complete with weatherproof seals all round and quick release lock mechanism with full length "lift" bar for ease of operation with a gloved hand.	Yes	----- (Y/N)
f) The roof area will incorporate a non-slip all weather surface, capable of supporting two men. Hinged or removable panels will be provided within the roof areas for access to the water tank access lid.	Yes	----- (Y/N)
g) Access to the tank top equipment and vehicle roof area will be provided by a two section ladder located at the rear of the vehicle, with over the top handrails and with a lower section being of the "swing down" type of ease of access.	Mandatory Yes	----- (Y/N)
h) Hand / grab handles will be positioned where necessary to assist in crew safety.	Mandatory Yes	----- (Y/N)
i) The headlights, sidelight and front directional indicators will be assembled within the front bodywork paneling. The rear/stop, reversing, rear fog lights and rear directional indicators will be incorporated in the rear body work paneling.	Yes	----- (Y/N)
j) Shelves, brackets, bollards etc will be provided as required, to ensure the secure stowage of customer firefighting and rescue equipment.	Yes Mandatory	----- (Y/N)
k) Stowage will be provided on the roof area for:- 2 x lengths of suction hose: 2.4m x 102mm (4")	Yes	----- (Y/N)

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:

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QTY 1

DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS	TENDERER'S
	Mandatory	
l) Gantries/stowage, complete with retaining hooks and lockers mechanisms, will be provided on the vehicle roof area for:- 1 x push up ladder – 2 section – 6m extended.	Yes Mandatory	----- (Y/N)
m) Patterned aluminum alloy “Kick strips” will be fitted where necessary to prevent damage to pint work and body panels when removing equipment from the lockers.	Yes Mandatory	----- (Y/N)
n) All wiring and tubing will be securely clipped and located within protected areas. Where these items pass through panels, adequate protection to prevent chafing in the form of grommets etc will be provided.	Yes Mandatory	----- (Y/N)
o) Chevrons and reflectors fitted on rear to conform to Kenya Traffic Act.	Yes Mandatory	----- (Y/N)
p) Stone guards fitted for tail lights	Yes Mandatory	----- (Y/N)
q) All body building works must comply to Government of Kenya traffic Act cap 403	Yes Mandatory	----- (Y/N)
r) Provision will be made of 2 x high pressure electric rewind hose reels in the lockers neighbouring the pump content and should have foam attachment.	Yes Mandatory	----- (Y/N)

10 WATER TANK

a) Capacity: The water tank of capacity of 8000 Litres will be located between the forward locker and the pump compartment located at the rear of	Yes (Mandatory)	----- (Y/N)
--	---------------------------	-------------

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:

ITEM NO:

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DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS	TENDERER'S
the vehicle.		
b) Construction: The tank assembly, manufactured from high grade glass reinforced polyester (GRP) or equivalent materials to minimize corrosion, will be fully baffled to minimize the adverse effects of liquid surge when the vehicle is in motion.	Yes	----- (Y/N)
c) The tank to pump outlet will be dimensioned to ensure maximum output with minimal pump cavitation.	Yes	_____ (Y/N)
d) Tank fittings: Access to the water tank interior will be provided by a 500mm diameter manhole, complete with a hinged fill/inspection lid with locking mechanism.	Yes	_____ (Y/N)
e) The tank will be vented to atmosphere through a baffled overflow to prevent possible damage to the tanks when filling or discharging media at maximum output. The overspill design will restrict any loss of media during vehicular motion, any losses that may occur will be discharged clear of chassis components.	Yes	_____ (Y/N)
f) Tank fill – Water 1 connection at the rear The tank will be provided with a drainage pipe with shut off valve.	Yes	_____ (Y/N)
g) A tube and ball level indicator, complete with isolation valve, will be provided at the rear of the vehicle, visible from the pump control panel.	Yes	_____ (Y/N)
h) Lifting eye locations will be incorporated at each corner of the tank assembly.	Yes	_____ (Y/N)

11. FOAM SYSTEM

a) FOAM TANK Capacity: 2000 litres. Design: The foam tank shall be rectangular	Yes	_____ (Y/N)
---	-----	-------------

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:

ITEM NO:

QTY 1

DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION

REQUIREMENTS

TENDERER'S

shape with a suitably dimensioned lifting eye for removal from the vehicle and shall be suitable for storage of all known brands of foam.
 Material: It shall be made of Polypropylene or high quality glass-fibre reinforced plastic (GRP) and shall be therefore absolutely corrosion proof. The standard design of the tank shall include the following accessories:
 a) Manhole and excess pressure safety valve device.
 b) Overflow system with pressure and vacuum release.
 c) Manhole with quick action cover release tank drain with ball type valve.
 d) Electric tank level indicator.
 e) Dismountable baffle plates, mounted in the tank's interior, prevent a rolling motion of the contents.
 f) Anti-swirl plates for preventing funnel formation during suction operation.
 g) One tank filler inlet with 2.5" diameter male coupling and female blank cap with chain and provided with butterfly type valve complete with strainer and non- return valve.

Yes.

_____ (Y/N)

b) **FOAM PROPORTIONING SYSTEM**

Design: An automatic "Around – the pump" type foam proportioner to induct foam compound to the water at the correct proportioning ratio, independent of pump pressure and/or discharge.
 After the pump has been engaged, only the foam system shall have to be switched on, and the correct percentage of the foam compound shall be admixed automatically.

The foam proportioning system shall be suited

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SPECIFICATION

REQUIREMENTS

TENDERER'S

for all protein and flouroprotein based compounds, including AFFF.

The automatic foam proportioning shall be done with low pressure loss and shall operate within the pump pressure between 5 bar and maximum pump pressure.

The rate of admixing shall be pre-adjusted to 0% up to 6% with an induction capacity of 240l/min having a 1" diameter suction inlet from outside source with coupling and valves. Once the foam system has been switched on, it shall be possible to produce the normal pressure foam.

Material: Metering and proportioning valve in the proportioning unit shall be made of gun – metal..

12. WATER PUMP

a)	The pump will be a dual stage, multi pressure, centrifugal unit, with automatic piston primer and separate header tank, having a hard anodized aluminum alloy body and impeller, a stainless steel shaft running in continuously lubricated bearing, shaft sealing will be by self-adjusting carbon face seal.	Yes	_____ (Y/N)
b)	Automatic thermal relief valve system and self-flushing filtration system will be fitted as standard.	Yes	_____ (Y/N)
c)	With foam proportioning system located within rear locker of the bodywork, to minimize the transmission of noise to the cab interior when in operation and easy removal.	Yes	_____ (Y/N)
d)	Pump driven from the transmission mounted power take off via heavy duty balanced drive shafts.	Yes	_____ (Y/N)

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

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TENDERER'S Column to be completed by tenderer		
SPECIFICATION	REQUIREMENTS	TENDERER'S
e) The high pressure system will be operable independently of the low pressure side up to +55 bar and with flow rates up to 750 l/min.	Yes	_____ (Y/N)
f) Manufacturer	_____ (Y/N)
g) Model	_____ (Y/N)
h) Pump output rating @ 10 bar and 30m lift	4000 litres/min	----- (Y/N)
i) Priming performance range	up to 8 bar	----- (Y/N)
j) Maximum outlet pressure – low pressure	10.0 bar	----- (Y/N)
k) Maximum outlet pressure – high pressure	+55.0 bar	----- (Y/N)
l) Maximum flow – low pressure	4000 litres/min	----- (Y/N)
m) Maximum flow – high pressure	750 litres/min	----- (Y/N)
n) Priming time to 8.0 metres	22 seconds	----- (Y/N)

13 WATER/FOAM DECK MONITOR

<p>Manually controlled from the rear working deck, single barrel for water and foam and air aspirating type. The monitor shall be equipped with an adjustable nozzle from spray to straight stream with the following details;</p> <p>a) Discharge rate: Up to 3200l/min at 8bars and 2400l/min at 10bars. b) Throw range: far point at still air. c) Water stream: Approx.70m (with swivel foam barrel) d) Foam: approx. 60m with foam barrel</p>	<p>Yes (Mandatory)</p>	<p>_____ (Y/N)</p>
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TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

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SPECIFICATION

- e) Horizontal rotation: 360°
- f) Elevation: + 80° / - 15°

REQUIREMENTS

TENDERER'S

14 VEHICLE AND CABIN PROTECTION

Under truck nozzles shall be provided as follows;

- a) A minimum of 3No. nozzles at the vehicle in front and
- b) A minimum of 2No. nozzles at the vehicle rear

For protection of under side and the inner sides of tyres through discharging of water and foam solution. The nozzles shall have an output of 60l/min each and the system shall be fed from the vehicle firefighting pump through control located in the cabin.

The system shall be capable of being used independently or simultaneously with the roof and bumper monitor when the vehicle is stationary or in motion.

Yes
(Mandatory)

_____ (Y/N)

15 CONNECTIONS

- a) Suction line to the water tank, with butterfly type of valve.
- b) 1 suction inlet 5.5" diameter with coupling, strainer and chained blank cap, rear facing.
- c) 2No. Normal pressure delivery outlets 2 1/2 "diameter, pump mounted, rear facing, with screw down valves.
- d) 2No. High pressure outlets to the hose reels.
- e) 1No. outlet to the roof monitor.
- f) 1 connection to the foam compounded pipe system for rinsing purposes.

Yes
(Mandatory)

_____ (Y/N)

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

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TENDERER'S Column to be completed by tenderer

SPECIFICATION

- g) 1 internal piping for water tank filling via pump.
- h) Water piping made of stainless steel AISI 316L.
- i) Foam compounded piping: Stainless steel or polypropylene.
- j) Couplings: According to BS 336:1989 made of light alloy.

REQUIREMENTS

TENDERER'S

16 RESCUE ACCESSORIES

Ram jack	At least 40" Ram	Yes (Mandatory)	_____ (Y/N)
Thermal imager	-Spectral range of at least 15-14 um -3154* 21515 pixels -At least 16GB internal storage and 1TB External storage	Yes (Mandatory)	_____ (Y/N)
Spreader	-Spreading force of at least 430KN -Spreading distance of at least 1510mm -Operating pressure of at least 720 bars	Yes (Mandatory)	_____ (Y/N)
Break in tools	-Breakdown pole with 3 feet top section sheet rock hook and 6 feet main section	Yes (Mandatory)	_____ (Y/N)
Blower	-With an impeller diameter of at least 24 inches and an extension cable of 30 meters to be powered from the truck	Yes (Mandatory)	_____ (Y/N)
Cutter (Multi-purpose)	Light weight cutter with ergonomic control system. Decompression valve. 5-stage air filter system. Engine: 2-stroke. Power rating: 4.2 kW. Power rating: 5.7 PS. Fuel tank capacity: 1.1 l. Circumferential speed: 150 m/s. Weight: 10 kg (without blade). Max cutting depth: 122 mm. Wheel diameter: 350 mm	Yes (Mandatory)	_____ (Y/N)
Fire rope	Diameter: 15.0 mm. Tensile strength:	Yes	_____ (Y/N)

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDER NO:		ITEM NO:	QTY 1
DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES			
TENDERER'S Column to be completed by tenderer			
SPECIFICATION		REQUIREMENTS	TENDERER'S
	2500 lbf., 70 meters	(Mandatory)	
Tactical Backpack Kit	To contain all the items(Bolt cutter, Thunder maul tool, breacher e.t.c)	Yes (Mandatory)	_____ (Y/N)
Air bag	Reinforced high pressure bag with a capacity of 5 tonnes	Yes (Mandatory)	_____ (Y/N)

17 OTHER ACCESSORIES

	<ul style="list-style-type: none"> -Portable Extinguishers- 1piece 9kg CO2 type, 1 piece 9kg DP type, 1 piece 9 Liter Chemical Foam type ,1 piece 9 liter Water type and Fire blanket 2pieces of 2 by 2 Meters -10 pieces of road cones. -Life savers- 2 pairs -2 Pieces of at least 4meters 70 amperes car starter jumpers. - 4 pieces rechargeable hand held high density torches. -Extra 6 pieces delivery hoses of at least 30-50 meters. -2 pieces of Mega phones rated 50w- dry cell operation. - Grease pump - Tyre inflation device with pressure gauge -Tools kit -30 tonnes hydraulic jack. -Portable power generator-7.5KVA with outlet sockets and MCBS -Occupational First aid box -Two complete spare wheels 	Yes (Mandatory)	----- (Y/N)

18 PERSONAL PROTECTIVE CLOTHING

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SPECIFICATION

REQUIREMENTS

TENDERER'S

- Breathing Apparatus (SCBA)	NFPA or EN137:2006 or equivalent	Yes (Mandatory)	_____ (Y/N)
Fire Suit	EN469:2005 MED certified or NFPA 1971 or equivalent	Yes (Mandatory)	_____ (Y/N)
Firemen's Boots	EN 15090:2006 or equivalent	Yes (Mandatory)	_____ (Y/N)
Hand Gloves	EN 659 or equivalent	Yes (Mandatory)	_____ (Y/N)
Fireman's Helmet & Hood	EN433, EN 166 MED or Equivalent	Yes (Mandatory)	_____ (Y/N)

19 BODY FINISH.

a)	All body steelwork to be thoroughly cleaned before painting. Both internal and exterior finish to be proceeded by one coat primer (red oxide) and intercoat.		Yes, Yes, Yes
b)	Body builders to have truck body inspected (by Certifying officer, Vehicle inspection Centre) for compliance with Traffic Act prior to delivery to user.	Yes	----- (Y/N)
c)	Governor to be tamper proof	Mandatory	_____ (Y/N)
d)	Governor to be inspected by CM&TE before fitting	Mandatory	_____ (Y/N)
e)	A stainless heavy duty bull bar that will not interfere with cab tilt will be fitted to the front of the vehicle. A 7 ton electric reversible	Yes	_____ (Y/N)

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SPECIFICATION	REQUIREMENTS	TENDERER'S
winch with remote control will be fitted on the bull bar. The winch will have 30mx 10mm cable.		
f) Jack, wheel brace and manufacturer's standard tools, supplied.	Yes	_____ (Y/N)
g) Sunvisors supplied 2no.	Yes	_____ (Y/N)
h) Rear view mirrors supplied, 2no. External, 1no. Internal.	Yes	_____ (Y/N)
i) FM, MW, SW radio CD Stereo MP3 –USB enabled music system linked to wireless microphone for public address system fitted with four (4) roof mounted speakers (52 X4 Watt power output)	MANDATORY	_____ (Y/N)
j) Any other equipment supplied.	specify	

20. WARRANTY

a) Each vehicle supplied should carry a statement of warranty.	Yes	_____ (Y/N)
b) Vehicle warranty min., 40,000 Km or 12 Months whichever occurs first.	specify	-----Km -----Months

21 MANUALS

a)	Yes, (MANDATORY)	_____ (Y/N)
----	------------------	-------------

TENDERER'S NAME: TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

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SPECIFICATION	REQUIREMENTS	TENDERER'S
All literature in the English language		
b) Maintenance Manual	1copy	_____ (Y/N)
c) Comprehensive Parts Manual	1copy	_____ (Y/N)
d) Operations Manual	1copy	
e) Operations Manual Drivers handbook and service schedule supplied.	1copy	_____ (Y/N)

22. OTHER REQUIREMENTS

a)	Vehicle to be registered with the registrar of motor vehicles.	Yes (Mandatory)	_____ (Y/N)
b)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer prior to delivery to the user.	Yes	_____ (Y/N)
c)	Firms Status: (Franchise holder/ Dealer/Agent)	Specify	_____
d)	Availability of spares	Indicate motor vehicle dealers who stock spare parts.	
e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	

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SPECIFICATION	REQUIREMENTS	TENDERER'S
f) Body construction and all fitments to conform to CAP 403 Kenya Traffic Act and to have a certificate from the vehicle inspection centre.	Yes (Mandatory)	_____(Y/N)

Note:

Tenderer is required to provide a detailed technical specifications (brochures) for each product to be supplied for evaluation (***Mandatory Requirement***)

SUPPORT ACCESSORY SYSTEMS

1. Complete diagnostic kit for trouble shooting

Supplier to fully describe the kit and confirm its availability at their local agent's office in Kenya. The client has a right to verify this information prior to award of contract.

SECTION VI

SCHEDULE OF REQUIREMENTS

Item	Description	Unit	Quantity
1	Fire Engine Truck as per the Technical Specifications with the following tools and accessories (i) Suction hose (ii) Strainer (iii) Nozzles (iv) Delivery hose (v) Ladder. (vi) Rescue items	Each	1
2	Breathing apparatus, gloves, boots, helmets and Fire suits. The above set should be appropriate for firefighting.	Set	6
3	Complete diagnostic kit for trouble shooting complete with 2 sets of O & M manuals	Set	1
4	Complete Fleet Management System including the cost of installation and commissioning.	Set	1
5	Assembling and commissioning charges on site (Olkaria)	Set	1
6	On site User training charges (at least 30 KenGen staff)	Sum	1
7	SPARE PARTS LIST		
a)	Engine oil filters	Piece	24
b)	Fuel filters	Piece	24
c)	Transmission oil filters	Piece	4
d)	Water Pump	Piece	2
e)	Brake parts	Set	5
f)	Starting motors	Piece	1
g)	Battery charging alternator	Piece	1
h)	V-belts – (Complete)	Set	5
i)	Fuses – (Complete)	Set	5
j)	Headlight and other lights bulbs	Set	8

SECTION VII

PRICE SCHEDULE FOR GOODS

Item	Description	Unit	Quantity	Total Price
1	Fire Engine Truck as per the Technical Specifications with the following tools and accessories I. Suction hose II. Strainer III. Nozzles IV. Delivery hose V. Ladder. VI. Rescue items	Each	1	
2	Breathing apparatus, gloves, boots, helmets and Fire suits. The above set should be appropriate for firefighting.	Set	6	
3	Complete diagnostic kit for trouble shooting complete with 2 sets of O & M manuals	Set	1	
4	Complete Fleet Management System including the cost of installation and commissioning.	Set	1	
5	Assembling and commissioning charges on site (Olkaria)	Sum	1	
6	On site User training charges (at least 30 KenGen staff)	Sum	1	
7	SPARE PARTS LIST			
a)	Engine oil filters	Piece	24	
b)	Fuel filters	Piece	24	
c)	Transmission oil filters	Piece	4	
d)	Water Pump	Piece	2	
e)	Brake parts	Set	5	
f)	Starting motors	Piece	1	
g)	Battery charging alternator	Piece	1	
h)	V-belts – (Complete)	Set	5	
i)	Fuses – (Complete)	Set	5	

j)	Headlight and other lights bulbs	Set	8	
SUB-TOTAL COST				
Discount (%) if any				
16% VAT if applicable				
Other Charges (if any)				
Total Cost Delivery Duty Paid (DDP) to Olkaria				
Currency of tender				
Name of Manufacturer				
Model name/number				
Country of Origin				
Delivery Period (months)				

NOTE: : In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act 2015** “The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

TENDERER'S NAME: _____

TENDERER'S SIGNATURE _____

COMPANY'S RUBBER STAMP _____

DELIVERY PERIOD _____

NOTES

- Documentary evidence to prove that the material offered comply with the Technical Specifications **must** be provided.
- The bids must be as per the Technical Specifications in the Tender Document. Bids that do not conform to the Technical Specifications will be disqualified.

**SECTION VIII
STANDARD FORMS**

8.1 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 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.

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 _____

**Note: In accordance with Clause 82 of the Public Procurement and Asset Disposal Act 2015
“The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.**

8.2 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.Location of business premises:

CountryPhysical address
TownBuilding.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website

.....
Contact Person (*Full Names*) Direct / Mobile No's.....
Title Power of Attorney (**Yes / No**)

If **yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)
.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date

KRA PIN No.....

Value of the largest single assignment you have undertaken to date (*US D/KShs*)
.....

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker (s)

.....
Branches Tel. No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full names

.....
Nationality..... Country of Origin.....

.....
Company Profile (*Attach brochures or annual reports in case of public company*)

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

- 1.
- 2.

Company Profile

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public

Company Profile (*Attach brochures or annual reports in case of public companies*)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

- 1.....
- 2.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KENGEN and any other public or private institutions.

Full Names
.....

Signature
.....

Dated this.....day of
.....2018.

In the capacity of
.....

Duly authorized to sign Tender for and on behalf of
.....

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names
.....

Signature
.....

Dated this.....day of2018.

In the capacity of
.....

Duly authorized to sign Tender for and on behalf of
.....

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a

procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed
For and on behalf of M/s

.....
In the capacity of

.....
Dated this.....day of2018.
Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

For and on behalf of M/s

.....
In the capacity of

.....
Dated this.....day of2018

Suppliers' / Company's Official Rubber Stamp

Part 2 (h) – Interest in the Firm:

Is there any person/persons in KENGEN or any other public institution who has interest in the Firm? Yes/No (*Delete as necessary*)

Institution.....

.....
(Title) (Signature) (Date)

Part 2(i) – Experience: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT'S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. ITS ALSO NOT APPLICABLE FOR AGPO FIRMS TENDERS.

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in **the years prescribed.**

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							

Part 2 (i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which KenGen shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

Account No:.....Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate...../.....
ID No(s):...../.....Signature and stamp of the authorized Banker Representative.....Date.....

Part 2(j or k) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give KENGEN authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

.....

Signature.....

For and on behalf of M/s

.....

In the capacity of

.....

Dated thisday of

.....2018.

Suppliers' / Company's Official Rubber Stamp

.....

8.3 TENDER SECURITY FORM

(To be on the Banks Letterhead)

WHEREAS..... [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated
..... [date of submission of tender] for
.....[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
the **Kenya Electricity Generating Company Limited** (hereinafter called
“the Procuring entity”) in the sum of for which
payment well and truly to be made to you, 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 the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[Signature of the bank]_____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20__ between
..... [name of **the Employer**] of [country of **the Employer**]
(hereinafter called "**the Employer**") of the one part and [name of **the Supplier**]
[city and country of **the Supplier**] (hereinafter called "**the Supplier**") of the other part;

WHEREAS **the Employer** invited tenders for] and has accepted a tender by
the tenderer for the supply of 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 and Tenderer's Acceptance
 - (g) Applicable addenda and clarifications
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer 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 by _____ the _____ (for the Procuring entity

Signed by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

(To be on the Banks Letterhead)

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]for 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:

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

This guarantee is valid until the _____ day of _____ 20 ____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 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.

[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 authorized.