

# **BARINGO COUNTY GOVERNMENT**

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## **DEPARTMENT OF LANDS HOUSING AND URBAN DEVELOPMENT**

**TENDER DOCUMENT FOR SUPPLY AND DELIVERY OF FIRE  
FIGHTING ENGINE (FOAM TENDER) 5,000LITRES FOAM,  
EQUIPPED WITH ALL TOOLS AND WINCH**

**TENDER NO. 711750 – 2018/2019**

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## SECTION I INVITATION TO TENDER

TENDER NO. 711750 – 2018/2019

**TENDER NAME: SUPPLY AND DELIVERY OF FIRE FIGHTING ENGINE (FOAM TENDER), 5,000 LITRES FOAM, EQUIPPED WITH ALL TOOLS AND WINCH**

- 1.1** Baringo County Government invites sealed bids from eligible candidates for Supply and Delivery of One Unit (1) Fire Fighting Engine (Foam Tender) 5,000 litres Foam, Equipped with all Tools and Winch
- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Management Offices located at Treasury AFC Premises, Kabarnet, Baringo County during normal working hours.
- 1.4 A complete set of tender documents may be downloaded from the Baringo County Government's website: [www.baringo.go.ke](http://www.baringo.go.ke) or IFMIS suppliers' portal; [supplier.treasury.go.ke](http://supplier.treasury.go.ke).
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the tender.
- 1.6 Completed tender documents **MUST** to be submitted through IFMIS so as to reach:
- County Secretary  
BARINGO County Government  
P.O. Box 53 – 30400  
KABARNET
- 1.7 Tenders must be accompanied by a bid bond of 2% of the quoted sum. The IFMIS system will automatically lock out at the time and date of tender closing.

## **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 Appendix to instruction to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender document.
- 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 unless where specially allowed under section 131 of the Act.
- 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 involved in corrupt and fraudulent practices or debarred from participating in Public Procurement shall not be eligible.

### **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 and shall be treated thus in the evaluation of the tender.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.4 Contents of Tender Document**

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

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

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

## **2.5 CLARIFICATION OF DOCUMENTS**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

## **2.6 AMENDMENT OF DOCUMENTS**

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

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

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

## **2.7 LANGUAGE OF TENDER**

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

## **2.8 DOCUMENTS COMPRISING OF TENDER**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2..2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire

## **2.9 TENDER FORMS**

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

## **2.10 TENDER PRICES**

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

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

**2.10.3** Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

**2.10.4** The validity period of the tender shall be 150 days from the date of opening of the tender.

## **2.11 TENDER CURRENCIES**

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

## **2.12 TENDERERS ELIGIBILITY AND QUALIFICATIONS**

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 GOODS ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS**

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
  - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
  - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.



2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 TENDER SECURITY**

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

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

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

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for 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 non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than 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
- c) If the tenderer rejects correction of an arithmetic error in the tender.

## **2.15 VALIDITY OF TENDERS**

2.15.1 Tenders shall remain valid for 150 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

## **2.16 FORMAT AND SIGNING OF TENDER**

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

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

## **2.17 SEALING AND MARKING OF TENDERS**

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

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender;
- (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," 19<sup>th</sup> March 2019.

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

(c) Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 19<sup>th</sup> March 2019.

2.18.1 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

2.18.2 Bulky tenders which will not fit I the tender box shall be received by the procuring entity as provided for in the Appendix.

## 2.19 MODIFICATION AND WITHDRAWAL OF TENDERS

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

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

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

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

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

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

## **2.21 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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations.  
The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 CONVERSION TO SINGLE CURRENCY**

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

## **2.24 EVALUATION AND COMPARISON OF TENDERS**

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 2.24.4 The procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:
- a). Delivery and installation schedule offered in the tender;
  - b). Deviations in payment schedule from the specifications in the special Conditions of Contract;
  - c). The cost of components, mandatory spare parts and services;
  - d). The availability in Kenya of spare parts and after – sale service for the goods offered in the tender;
- 2.24.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender

## **2.25 PREFERENCE**

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

## **2.26 CONTACTING THE PROCURING ENTITY**

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 AWARD OF CONTRACT**

### **(a) Post-qualification**

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

### **(b) Award Criteria**

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

2.27.5 To qualify for contract awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in Public Procurement.

(c) Procuring entity's Right to Vary quantities

**2.27.6** 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

2.27.7 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

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

2.27.9 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

2.27.10A tenderer who gives false information in the tender document about his 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

## **2.28 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. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

## **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 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity
- 2.29.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.30 PERFORMANCE SECURITY**

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award 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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and

2.31.2 “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; 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

	Particulars of appendix to Instructions to Tenderers	
<b>2.1.</b>	<b>Particulars of eligible tenders:</b> Open to all Franchise holders (representatives in Kenya)	
<b>2.2.2</b>		
<b>2.10</b>	<b>Price to be charged for tender documents:</b> Downloaded free of charge	
	<b>Particulars of other currencies allowed:</b> None	
	<b>Particulars of eligibility and qualifications documents of evidence required.</b> Copies of: <ul style="list-style-type: none"> <li>i) Certificate of Registration</li> <li>ii) Certificate of Valid Tax Compliance</li> <li>iii) Evidence of authority to supply Plants &amp; Machineries</li> <li>iv) Form of Tender</li> <li>v) Fully filled Confidential Business Questionnaire</li> </ul>	
<b>2.14.1</b>	Ksh. 800,000.00 Bid Bond of quoted sum valid for 120 days from the date of tender opening	
<b>2.14.2</b>	The acceptable Bid Bond will be Bank Guarantee from a reputable bank and such	
<b>2.15</b>	Insurance Guarantee from Insurance Companies approved by the Public Procurement	
<b>2.22</b>	Regulatory Authority (PPRA)	
	<b>Validity of Tender:</b> tenders shall remain valid for 150 days from the date of tender opening	
	<b>Evaluation Criteria</b>	
	<b>The following requirements must be met by the tenderer notwithstanding other requirements in the tender document:</b>	
	<b>a). Mandatory Requirements (MR)</b>	
	<b>No.</b>	<b>Requirements</b>
	<b>MR1</b>	<b>Must submit a copy of certificate of Registration/Incorporation</b>
	<b>MR2</b>	<b>Must submit a copy of valid Tax Compliance certificate</b>
	<b>MR3</b>	<b>Prove of authority to supply Plants &amp; Machineries(Manufacturers authorization)</b>
	<b>MR4</b>	<b>Must submit a copy of certificate of CR12</b>
	<b>MR5</b>	<b>Must fill the price schedule in the format provider</b>
	<b>MR6</b>	<b>Must fill the Form of Tender in the Format provided</b>
	<b>MR7</b>	<b>Must submit tender security in the prescribed format and in the requested form</b>
		<b>Must submit a dully filled up self – declaration form in format provided</b>
	<b>MR8</b>	<b>Must submit a dully filled Confidential Business Questionnaire in format provided</b>
		<b>Responsive or Not Responsive</b>

	<b>MR9</b>	<b>Tenders Must be submitted through IFMIS</b>	
	<b>MR10</b>	<b>Provide details of Physical facilities</b>	
<b><i>NB: Bidders who do not meet these mandatory requirements will be considered non responsive and will not proceed to the technical evaluation</i></b>			

Particulars of appendix to Instructions to Tenderers					
<b>b) Technical Scores (T.S)</b> <b>This section ( Technical Evaluation) will carry a total of 80% of the whole evaluation</b>					
No.	Evaluation Attribute	Tenderer's Response	Weighing Score	Max. Score	
T.S.1	Number of years in supply and delivery of Plants & Machineries business	10yrs and above(10marks) Below 10yrs (each year to earn a mark)	10		
T.S.2	Provide evidence of supplying similar vehicles to Other institutions. Provide copies of LPOs/Contracts/Letters of reference and names of clients	5 or more clients(evidence with references) – 10marks Others prorated at: <u>Number of evidence' x 10</u>	10		
T.S.3	Financial Strength: Provide audited accounts for the immediate preceding three years (2015, 2016 &2017)	Audited accounts 3 years -10marks 2 years – 5 marks 1 year – 1 mark None – 0 marks	10		
T.S.4	Evidence that the firm has garages/locations established to offer after sale service	Details of physical address and contacts with copy of title or lease document or latest utility bill 10 marks Not provided 0 marks			
T.S.5	The supplier meeting the required vehicle requirements/specifications	If the bidder meets the required specifications-50 marks If not-0 marks	50		

	T.S.6	Provide all relevant operational manuals and catalogues	If the bidder meets the requirements- 10marks  If not-0 marks	10	
	Only bidders who score 75% and above will be subjected to Financial Evaluation. Those who score below 75% will be eliminated at this stage from the entire evaluation process and will not be considered further.				

Instructions To Tenderers	Particulars of appendix to Instructions to Tenderers
<b>2.26 (a)</b>	<b><i>Particulars of post – qualification if applicable</i></b> County Government of BARINGO may inspect the premises and/or check the accuracy of any or all information provided by the bidder before awarding a contract
<b>2.26 (b)</b>	<b><i>Award criteria:</i></b> Award will be made to the bidder with the highest combined scores
<b>2.29.1</b>	<b><i>Indicate particulars of performance security:</i></b> Performance security will be 10% of the bid price from a reputable bank or an insurance company approved by PPRA
<b>Other's as necessary</b>	<b><i>Complete as necessary:</i></b> None

## **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 to the extent that they are not superceded by provisions of other part of contract.

### **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 and will be treated thus in the evaluation of the tender.

### **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 thirty (30) 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) Cash
- b) Bank guarantee
- c) Such Insurance guarantee approved by the authority
- d) Letter of credit

3.7.4 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.

3.7.5 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.

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 alternations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 PACKING**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 DELIVERY AND DOCUMENTS**

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

### **3.11 INSURANCE**

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

### **3.12 PAYMENT**

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

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

### **3.13 PRICES**

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

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

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

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

### **3.14 ASSIGNMENT**

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

### **3.15 SUBCONTRACTS**

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

### **3.16 TERMINATION FOR DEFAULT**

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

- (a) if the tenderer fails to deliver any or all of the goods within the periods) 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 that the dispute be referred for resolution to the formal mechanism specified in the SCC

### **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 specified in the SCC

### **3.20 FORCE MAJEURE**

**3.20.1** The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.21 NOTICES**

3.21.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or email and confirmed in writing to the other party's address specified.

3.21.2 A notice shall be effective when delivered or on the notice effective date, whichever is later.



## 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.

### 4.2 Special conditions of contract as relates to the GCC

REQUIREMENT	SPECIAL CONDITIONS OF CONTRACT
<b>Tender Security</b>	Ksh. 800,000.00 of the tender amount valid for 90 days from the date of Tender opening
<b>Performance Security</b>	10% of the Tender sum to be submitted by the successful tenderer before signing the contract
<b>Payment Terms</b>	60 days upon delivery, inspection & acceptance of Machinery
<b>Delivery Schedule</b>	
<b>Tenders Closing Date</b>	<b>Tuesday 19<sup>th</sup> March 2019</b>
<b>Submission of Dispute</b>	Through IFMIS
<b>Resolution of Disputes</b>	Dispute to be settled as per the Arbitration law of Kenya

**SECTION V -SCHEDULE OF REQUIREMENTS**

<b>Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery schedule (shipment) In Weeks/months from Date of Signing Agreement</b>
<b>1</b>	<b>Supply and Delivery Of Fire Fighting Engine (Foam Tender), 5,000 Litres Foam, Equipped With all Tools and Winch</b>	<b>1</b>	

## **SECTION VI - TECHNICAL SPECIFICATIONS**

### **6.1 GENERAL**

- 6.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 6.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

6.2 PARTICULARS TECHNICAL SPECIFICATIONS

MOT&I/MTD/QMS/432

SPECIFICATION NO: MTD-1274-285-19	SHEET 28 OF 22
TENDERER'S NAME: _____	NO: _____
TENDER NO: _____	ITEM NO: _____ QTY: _____
DESCRIPTION: FIRE-FIGHTING VEHICLE (FOAM TENDER): 5,000 Lts, 4X2, CREW CAB WITH WINCH	
TENDERER'S SPECIFICATION Column to be completed by ALL TENDERER'S	

SPECIFICATION	REQUIREMENT	SPECIFICATION
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**A. TRUCK (CHASSIS AND ENGINE)**

MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
MANUFACTURER'S LITERATURE, AUTHORITY AND SPECIFICATIONS SUPPLIED FOR BOTH THE CHASSIS AND THE ENTIRE EQUIPMENT	Yes (Mandatory)	(Y/N)

1.

*GENERAL*

i) A standard production, fire-fighting vehicle of latest design in the class, robust construction in current production.	Yes, Yes, Yes	(Y/N)
ii) Supplied new with original literature attached. Working procedures to be explained and supported by original literature.	Yes (Mandatory)	(Y/N)
iii) Designed to heavy-duty specifications, capable of operating in tropical conditions over paved and unpaved (rough) roads.	Yes, Yes	(Y/N)
iv) Suitable for effective protection in high fire risk	Yes	(Y/N)
v) Letter of authorisation from the equipment Manufacturer and in original form to be attached.	Yes (Mandatory)	(Y/N)
vi) Crew cab type	Yes (Mandatory)	(Y/N)
vii) Fitted with a suitable winch at the front	Yes (Mandatory)	(Y/N)

2. DIMENSIONS AND WEIGHTS

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SPECIFICATION		REQUIREMENT	SPECIFICATION
i)	Overall length, approx.	7,400mm	mm
ii)	Overall width, approx.	2,500 mm	mm
iii)	Overall height with body, approx.	3,200 mm	mm
iv)	Wheelbase, approx.	3,900 mm	mm
v)	Ground clearance, min.	250 mm	mm
vi)	Max. G.V.W., approx.	18,000 Kg	Kg
vii)	Front axle weight approx.	8,000 Kg	Kg
viii)	Rear axle weight approx.	10,000 Kg	Kg

### 3. ENGINE

i)	Make	-	-----
ii)	Model	-	-----
iii)	Country of origin	-	-----
iv)	Engine performance curves supplied	Yes	----- (Yes/No)
v)	Diesel Engine, water cooled, 4 stroke	Yes, Yes. Yes	----- (Yes/No)
vi)	Mode of aspiration. Turbocharged	Yes	----- (Yes/No)
vii)	Piston displacement, approx.	Specify	_____ cc
viii)	Number of cylinders - min.	6	_____ No.
ix)	Maximum power output, (kW), min.	165kW/2300rpm	_____ kW/-----rpm
x)	Maximum torque output, (NM), min.	600Nm/1250rpm	_____ kW/-----rpm
xi)	Air cleaner type, disposable/oil bath	Specify	_____
xii)	Oil and fuel filter type	Disposable	_____
xiii)	Average fuel consumption (on full load)	Specify	_____ l/km
xiv)	Fuel tank capacity, approx.	200Lt	_____ Lt

### 4. CLUTCH AND TRANSMISSION

i)	Clutch, dry type, single plate	Yes, Yes	_____ (Yes/No)
ii)	Clutch, system actuation.	Hydraulic	_____
iii)	Gearbox: manual gearbox, manual gears with power shift and differential lock	Yes, (Mandatory)	_____ (Yes/No)
iv)	Drive configuration, 4x2 with rear differential lock	Yes, (Mandatory)	_____ (Yes/No)

SPECIFICATION		REQUIREMENT	SPECIFICATION
<b>5. BRAKES, TYRES.</b>			
i)	Independent system ABS	Yes, Yes	(Y/N)
ii)	Parking brake, Spring loaded brake cylinder, acting on the rear wheels	Yes	(Y/N)
iii)	Service brake: Dual- circuit compressed air brakes, self adjusting, compressed air dryer	Yes	(Y/N)
iv)	Engine brake: Low-noise exhaust-brake, foot valve controlled.	Yes	(Y/N)
v)	Tyres: Specify front and rear sizes	Specify	
<b>6. SUSPENSION AND STEERING</b>			
i)	Shock absorbers: front and rear axles. Front axle design capacity sufficient for the vehicles load. Rear axles: design capacity sufficient for the vehicles load, with pneumatically controlled differential lock.	Yes	(Y/N)
ii)	Springs: Parabolic springs on front axles. Multi leaf on rear axle.	Specify front & rear	
iii)	Hydraulic power assisted and adjustable steering wheel. Brake pedal on the floor to right of steering. Acceleration to the right of brake pedal	Yes	(Y/N)
iv)	Right hand drive steering.	Yes	(Y/N)
<b>7. ELECTRICAL SYSTEM AND INSTRUMENTS</b>			
i)	System voltage, negative earth, with alternator power 28 V, 80 A.	24V, Yes	(Y/N)
ii)	Battery capacity.	170AH, 2x12V.	
iii)	Full lighting to conform to Cap.403 Subs.23 Kenya Traffic Act.	Yes	(Y/N)
iv)	Standard instruments, gauges and warning lights for charging circuit, oil pressure, coolant, temperature, buzzer for air pressure etc.	Yes, Yes, Yes	(Y/N)
<b>8. EQUIPMENT ETC.</b>			
i)	Heavy-duty type front fender.	Yes	_____ (Yes/No)
ii)	Laminated (safety) windshield.	Yes	_____ (Yes/No)
iii)	Sun visors supplied.	Yes, 2 No.	_____ (Yes/No)
iv)	Rear view mirrors (external and internal) supplied.	Yes, 3 No.	_____ (Yes/No)
v)	Spare wheel with carrier.	Yes	_____ (Yes/No)
vi)	Hydraulic (telescopic) jack, wheel brace and		

SPECIFICATION	REQUIREMENT	SPECIFICATION
manufacturer's standard tools, supplied.	Yes, Yes, Yes	_____ (Yes/No)

## B CABIN

<p>i) <b>i) crew cabin(double cabin), 4doors, all in steel/fibreglass reinforced polyester construction, with a crew of 5 persons (1driver plus 4 firemen) minimum With rear bench seat</b></p> <p><b>ii) The cab shall be adequately insulated against noise, vibration and extreme temperatures. All labels and plates in the cab shall be in English language</b></p>	Yes	(Y/N)
<p>ii) <b>i) Doors: Four lockable doors, with roll – down windows</b></p> <p>ii) Seats: One air sprung suspension driver’s seat, fully adjust-able. One fixed co- driver’s seat with adjustable backrest and a rear cushioned bench seat for 3 firemen. The rear part of the cab has brackets/section for keeping the breathing apparatus with ‘quick action facility’. All seats are fitted with safety or seat belts as per KEBS KS 06-664: 1985 standard.</p> <p>iii) The system allows fast and easy putting on the B/A units during the approach to the fire before getting out of the vehicle.</p>	Yes	(Y/N)
<p>iii) <b>Dashboard: The dashboard shall be equipped with all necessary gauges, pilot lamps and switches for operation of the chassis</b></p>	Yes	(Y/N)
<p>iv) <b>Controls:</b></p> <p>i) <b>Control and pilot lamp PTO engaged/disengaged</b></p> <p>ii) <b>Control including pilot lamp for rotating beacons and electronic siren on/off</b></p> <p>iii) <b>Pilot lamp for open roller shutters and doors</b></p> <p>iv) <b>Controls for air condition in cowl</b></p>	Yes	(Y/N)
<p>v) <b>Control box: A separate control box, holding all</b></p>	Yes	(Y/N)

SPECIFICATION	REQUIREMENT	SPECIFICATION
controls and switches for the public address system, shall be dashboard mounted with in easy reach of the driver or co- drivers		

### C WATER TANK

i) Tank capacity min.	4,500lts	----- Ltr
ii) Design: The water tank shall be mounted completely torsion free and shall be suitable for even roughest cross – country operation	Yes	------(Y/N)
iii) Material: It shall be made of high quality stainless steel, baffled and shall be absolutely corrosion resistance. The standard design of the tank shall include the following accessories Manhole with quick action cover release and excess pressure safety device <ul style="list-style-type: none"> <li>• Overflow system with pressure and vacuum release</li> <li>• Tank drain with ball type valve</li> <li>• Electric tank level indicator</li> <li>• Dismountable baffle plates, mounted in the tank’s interior, prevent a rolling motion of the contents</li> <li>• Anti – swirl plates for preventing a funnel formation during suction operation</li> <li>• One tank filler inlet with 2.5” male coupling and female blank cap and provided with butterfly type valve. Complete with strainer and non – return valve</li> </ul>	Yes	------(Y/N)

### D FOAM TANK

i) Capacity 500 litres min. Design: The foam shall be integrated in the water tank and shall be suitable for storage of all known brands of foam Material: It shall be made of 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: <ul style="list-style-type: none"> <li>• Manhole and excess pressure safety device</li> <li>• Overflow system with pressure and vacuum release</li> <li>• Manhole with quick action cover release tank drain with ball type valve</li> <li>• Electric tank level indicator</li> <li>• Dismountable baffle plates, mounted in the tank’s interior, prevent a rolling motion of</li> </ul>	Yes	------(Y/N)
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SPECIFICATION	REQUIREMENT	SPECIFICATION
<p>pump</p> <ul style="list-style-type: none"> <li>• Water piping: hot dipped galvanised steel</li> <li>• Foam compound piping: Stainless steel or polypropylene</li> <li>• Couplings: According to BS 336: 1989, made of light alloy</li> </ul>		

**F CONTROL PANEL**

<p><b>Location: In the rear pump compartment, directly mounted onto the pump. The control panel shall be of waterproof design comprising:</b></p> <ul style="list-style-type: none"> <li>• Normal pressure manometer</li> <li>• High pressure manometer</li> <li>• Manovacuummeter</li> <li>• Water tank level gauge</li> <li>• Pilot light for P.T.O operation</li> <li>• Illumination of control panel</li> <li>• Throttle control (engine speed)</li> <li>• Control for priming pump</li> <li>• Control for water tank suction valve</li> <li>• Control for foam tank suction valve</li> <li>• Control for water tank filling via pump</li> <li>• Percentage control for foam system</li> <li>• Counter of operation hours</li> <li>• Pump revolution gauge</li> <li>• Engine oil pressure warning light</li> </ul>	<p>Yes</p>	<p>------(Y/N)</p>
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**G FOAM PROPORTIONING SYSTEM**

<p><b>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.</b></p> <p><b>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.</b></p> <p><b>The foam proportioning system shall be suited for all for protein and flouroprotein based compounds, including AFFF.</b></p> <p><b>The automatic foam proportioning shall be done with low pressure loss and shall operate within the</b></p>	<p>Yes (Mandatory)</p>	<p>------(Y/N)</p>
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SPECIFICATION	REQUIREMENT	SPECIFICATION
<p><b>pump pressure between 5 bar and maximum pump pressure.</b></p> <p><b>The rate of admixing shall be pre- adjusted to 3% and 6%. Once the foam system has been switched on, it shall be possible to produce the normal pressure foam</b></p> <p><b>Material: Metering and proportioning valve in the proportioning unit shall be made of gunmetal, stainless steel and foam compatible plastics</b></p>		

**H** WATER/FOAM MONITOR

<p><b>Type: Manually controlled from the rear working deck. The monitor shall be equipped with an adjustable nozzle and a foam barrel</b></p> <ul style="list-style-type: none"> <li>• <b>Discharge rate: Upto 2400 l/min at 10 bar</b></li> <li>• <b>Throw range: far point at still air</b></li> <li>• <b>Water stream: Up to 70m (with swivel foam barrel)</b></li> <li>• <b>Foam: Up to 60m (with foam barrel)</b></li> <li>• <b>Horizontal rotation: 360<sup>0</sup></b></li> <li>• <b>Elevation: + 80<sup>0</sup>/-15<sup>0</sup></b></li> </ul>	Yes	------(Y/N)
--	-----	-------------

**I** QUICK ATTACK INSTALLATION

<p><b>: 2 x 60 hose (25mm Ø), each one shall be mounted on a hose reel in the L/H and R/H rear side storage locker, manual rewind system with reliable drum brake, with straight stream/fog nozzle, adjustable output up to 200 l/min at 40 bar, fitted with removable foam barrel</b></p>	Yes	------(Y/N)
--	-----	-------------

**J** BODY CONSTRUCTION AND OTHER FITTINGS

<p><b>i)</b></p> <p><b>Construction:</b> It shall be made of self supporting, canted and glued aluminium plates c/w incorporated base frame, which shall be mounted onto the chassis frame. All plates shall be bent and shaped to increase the torsion resistance and shall be joined together by gluing technology and bolted wherever it will be necessary/ equivalent.</p> <p>The design of the body shall increase the mobility of the vehicle, shall reduce the weight for the material,</p>	Yes	------(Y/N)
--	-----	-------------

SPECIFICATION	REQUIREMENT	SPECIFICATION
<p>shall lower the centre of gravity and shall offer better corrosion resistance.</p> <p>The base frame shall be made of longitudinal square treatment will be provided. The compartment floor shall be covered with aluminium plates</p>		
<p>ii) <b>Design:</b>  <b>The bodywork shall be designed in such a way as to allow maximum accessibility to all areas to be serviced and inspected.</b>  <b>Provision shall be made for all major vehicle components to be removed in an easy way. For this purpose, lifting eyes shall be provided wherever feasible.</b>  <b>This shall ensure that removal and replacement do not entail unacceptable downtime</b></p>	Yes	------(Y/N)
<p>iii) <b>Working deck:</b>  <b>The tank roof shall be covered with special sand/plastics coating, which will be extremely slip resistant</b></p>	Yes	------(Y/N)
<p>iv) <b>Access:</b>  <b>A ladder, mounted in vehicle's rear, shall give access to the working deck.</b>  <b>Comes with light alloy step protection. Hand grips where necessary.</b>  <b>Adequate access to the storage lockers shall be provided by the steps</b></p>	Yes	------(Y/N)
<p>v) <b>Pneumatic system:</b>  <b>All major controls of the fire fighting systems shall be served by a pneumatic remote control system.</b>  <b>This system shall be supplied by the trucks compressor. So as guarantee absolute reliability, a drainer maintenance and service unit shall be provided</b></p>	Yes	------(Y/N)
<p>vi) <b>Mud Guards:</b>  <b>Made of a combination of glass fibre reinforced polyester and light alloy. Provided with rubber mud flaps. Made of steel structure, aluminium covered</b></p>	Yes	------(Y/N)
<p>vii) <b>Storage Lockers:</b>  <b>The space lateral to the water tank shall be designed as a storage locker. There shall be on the R/H and L/H side of the vehicle. The lateral design of the lockers shall allow for maximum storage capacity and fast removal of all fire fighting accessories delivered with the vehicle. Closure by the light alloy roller shutters. The floor in the storage lockers shall be covered with aluminum chequered plate</b></p>	Yes	------(Y/N)
<p>viii) <b>Interior equipment:</b>  <b>) Brackets for the equipment which shall be delivered</b></p>	Yes	------(Y/N)

SPECIFICATION	REQUIREMENT	SPECIFICATION
with the vehicle		
ix) <b>Shutters:</b> Dust and water proof light – alloy roller shutters, all provided with a lock. The dual – skinned design to guarantee that the roller shutter can always be opened. The profiles shall be embedded in a special type of plastic material for low noise and smooth running. When opening a roller shutter, an automatic switch shall ensure immediate illumination of the respective locker, with pilot lamp in the driver’s cab	Yes	------(Y/N)
x) <b>Interior equipment:</b> Brackets for the equipment, which shall be delivered with the vehicle. The lateral design of the lockers shall allow for maximum storage capacity	Yes	------(Y/N)
xi) <b>Pump compartment:</b> The pump compartment situated in the rear of the vehicle, shall be closed by means of a light alloy roller shutters on the L.H and R.H side. The rear of the pump compartment shall be closed by a locker.	Yes	------(Y/N)
xii <b>Fitted with a suitable electric winch at the front, 20t with a 25m rope</b>	Yes mandatory	------(Y/N)

#### K) ELECTRICAL EQUIPMENT

<p><b>Traffic installation as per Kenya National Regulations, 24V, 70W (One at superstructure front, one in the rear of superstructure)</b></p> <p><b>Illumination: Lighting system for the interior of the cab, pump compartment and storage lockers. Automatic switching on when doors or roller shutters will be opened</b></p> <p><b>Signal System:</b></p> <p><b>Rotating beacons: Two rotating beacons, red, halogen, shall be mounted in the rear on the working deck. The beacons shall be switched from inside the cabin.</b></p> <p><b>Speaker: A 100 Watt loudspeaker shall be provided, which shall serve for the transmission of the siren signals, and shall also be part of the public address system</b></p> <p><b>P.A. System: Integrated Public Address system, complete with a cabin mounted hand microphone and external loudspeaker</b></p> <p><b>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</b></p>	<p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>------(Y/N)</p> <p>------(Y/N)</p> <p>------(Y/N)</p>
---	----------------------------------	--

SPECIFICATION	REQUIREMENT	SPECIFICATION
<p><b>Selector switch functions:</b>  <b>RADIO:</b> Incoming radio messages shall be amplified by PA system and rebroadcast over the external speaker.</p>	Yes	------(Y/N)
<p><b>MANUAL:</b> Siren may be activated by the siren switch on the dashboard, or by the vehicle’s horn control on the steering wheel</p>	Yes	------(Y/N)
<p><b>WAIL:</b> Continuous “wailing” up and down in frequency</p>		
<p><b>YELP:</b> Continuous rapid “ warbled” tone</p>		
<p><b>HI – LO:</b> Distinctive two tone sound</p>		
<p><b>HORN/SIREN:</b> Up position activates the electronic air horn sound and down position activates peak and hold sound in any mode except radio</p>		
<p><b>Radio System:</b></p>		------(Y/N)
<p><b>Control panel:</b> The control panel shall be accessible from the driver’s seat and co- driver’s seat in the cabin.</p>	Yes	
<p><b>Technical description:</b> The radio shall be equipped with a minimum of 8 channels</p>		
<p><b>Electrical connection:</b> The radio system shall be directly connected to the battery master switch</p>		
<p><b>Voltage:</b> 12V/24V</p>		
<p><b>Installation:</b> the installation shall include the wiring for the radio system, the speaker, the antenna, the voltage converter (if necessary) and the microphone. A secondary speaker shall be installed in the pump compartment</p>	Yes	------(Y/N)
<p><b>Light Mast:</b></p>		
<p><b>Design:</b> The mast shall be designed to withstand a minimum of a 81 kph wind in a raised position</p>		
<p><b>Installation and Operational Requirements:</b> The light pole shall be extendable and retractable pneumatically with internal power cable. The mast shall be capable of being raised and lowered in not more than one minute</p>	Yes	------(Y/N)
<p>An automatic deenergizing means shall be provided so there is no electrical power to the mast or to the light wiring when the mast is in a stowed position.</p>	Yes	------(Y/N)
<p>A separate warning light in the cabin shall be illuminated whenever the light mast is not in the parking position</p>		
<p><b>Safety:</b> For safety reasons the light mast operation shall be possible only if the parking brake is actuated. The light mast shall lower automatically when the parking brake is released. A secondary means of control shall be provided to allow for emergency lowering of the mast</p>	Yes	------(Y/N)



SPECIFICATION	REQUIREMENT	SPECIFICATION
<b>Logo: in simple letters, as per client's specifications.</b>		
<p><i>DOCUMENTATION</i></p> <ul style="list-style-type: none"> <li>- <b>2 sets of instruction books for chassis</b></li> <li>- <b>2 sets of operation/service manuals and spare parts catalogues for superstructure and fire fighting</b></li> <li>- <b>All manuals are in English Language</b></li> <li>- <b>All instructions are in English language where pictographs do not serve the purpose</b></li> </ul>	Yes	------(Y/N)



**M) ACCESSORIES AND OTHER REQUIREMENTS.**

A full set of accessories as per following list shall be delivered with the vehicle. All items shall be securely mounted in/ on heavy duty brackets, that will allow for fast removal. Attach brochures and manufacturer's authority.

<b>Item</b>	<b>Description</b>	<b>Quantity</b>
1	2.5" x 75" rubber lined delivery hoses with female and male coupling	20
2	Screw down stand pipe, key and bar	1
3	Lugged type stand pipe, key and bar	1
4	Hand controlled branches of different sizes	2
5	Diffuser branches	2
6	Type A with different sizes	2
7	Collecting breaching	1
8	Dividing breaching	1
9	Elbow nozzle	2
10	2.5" coupling x 1.5" diameter x 75' delivery hoses	5
11	5' x 6' suction hoses	5
12	Suction strainer	1
13	Suction wrenches	2
14	Male female adaptor	1
15	Female to male adaptor	1
16	5' x2.5" one way collecting head	1
17	5' x2.5" two way collecting head	1
18	Mounted monitor and branches No. 4	1
19	Mechanical foam generator	2
20	Foam branches	2
21	Foam inductors and pick up tubes	2
22	Self contained breathing apparatus	6
23	Portable search lights	6
24	Rescue lines	2
25	Guy lines for breathing apparatus	1
26	Extension ladder mounted 35'	1
27	Short extension ladder	1
28	Ceiling hooks	2
29	Graphnel hooks	2
30	Chimney rods and nozzles	2
31	CO <sub>2</sub> fire extinguisher	1
32	Dry powder fire extinguisher	1
33	General purpose line	1
34	Pairs hose ramps	4
35	Ground monitors	2
36	Power generator 12KVA	1
37	Search lights and extension cable	2
38	Soft suction hoses	4
39	Ejector pump	1
40	Low level suction strainer	1
41	VHF radio communication	1
42	Portable VHF radio	6
43	Red tape (For condoning zones)	2

44	Male to male couplings	1
45	Female to male couplings	1
46	Female to female coupling	1
47	Blank caps	2
48	Shovels	2
49	Bolt cutters (different sizes)	4
50	Door opener	1
51	20kV fireman axes	6
52	Sledge hammers (different sizes)	2
53	Partner cutters	1
54	Mattocks	2
55	Power saw	1
56	10 ton air bag	4
57	20 ton air bag	4
58	Manual hydraulic power pack	1
59	Hydraulic rescue spreader	1
60	Compressed air cylinder 6 litres/300 bars for inflation of air bag	1
61	Hydraulic shears	1
62	Fire entry suits	4
63	Firemen rescue suits (coat, trouser, boots, helmets, masks axes and belts)	12

### 1 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

### 2 MANUALS

a) All literature in English language	yes	------(Y/N)
b) Repair Manual /CD, supplied	yes	------(Y/N)
c) Parts catalogue / CD, supplied.	Yes	------(Y/N)
d) Drivers handbook and service schedule supplied	yes	------(Y/N)

### 3 OTHER REQUIREMENTS

a) Tender to conform to Kenya Traffic act Cap. 403 and have a certificate from motor vehicle inspection unit.	yes	------(Y/N)
b) Tender will be inspected by Chief Mechanical and Transport Engineer, through its construction stages for compliance with the specification.	Yes	(Y/N)
c) Body builders to have truck body inspected (by Certifying officer, Vehicle Inspection Unit) for	Yes	(Y/N)

<p><b>compliance with Traffic Act prior to delivery to user.</b></p>		
<p><b>d) Truck to be registered with the registrar of motor vehicles.</b></p>	<p><b>Yes (Mandatory)</b></p>	<p><b>(Y/N)</b></p>
<p><b>e) Franchise holder (representative in Kenya)----- (Truck)  If not, specify relationship with franchise holder.</b></p>	<p><b>Yes</b>  <b>Specify whether agent/dealer</b></p>	<p><b>(Y/N)</b></p>
<p><b>f) Availability of spare parts.</b></p>	<p><b>Indicate motor vehicle dealers who stock spare parts.</b></p>	
<p><b>g) TRAINING AND AFTER SALES SERVICE</b>  <b>The supplier will commission the delivered vehicles at agreed destinations and carry out basic training in vehicle operation and daily maintenance and after use service</b></p>	<p><b>Yes</b></p>	<p><b>(Y/N)</b></p>
<p><b>h) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.</b></p> <p><b>i) Letter of authorisation from the local dealer for chassis manufacturer confirming availability of services</b></p>	<p><b>Specify</b>  <b>Yes (Mandatory)</b></p>	<p><b>(Y/N)</b></p>

**SECTION VII - PRICE SCHEDULE FOR GOODS**

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

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable
1.	Fire Fighting Equipment		1	1		
2.	Onsite Training for Operators & Technicians		1	Lump Sum		
3.	Two Stage Factory acceptance Test		1	Lump Sum		
	TOTAL					

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

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

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

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

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 ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may Receive.

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

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

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

Duly authorized to sign tender for an on behalf of

8.2 Confidential Business Questionnaire Form

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

**Part 1 – General:**

**Business Name**  
 .....

**Location of business premises.**  
 .....

**Plot No..... Street/Road**  
 .....

**Postal Address ..... Tel No. .... Fax ..... E mail ...**  
 .....

**Nature of Business**  
 ,.....

**Registration Certificate No.**  
 .....

**Maximum value of business which you can handle at any one time – Kshs.**  
 .....

**Name of your bankers ..... Branch .....**

**Part 2 (a) – Sole Proprietor**

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

**Part 2 (b) Partnership**

**Given details of partners as follows:**

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

**Part 2 (c) – Registered Company**

**Private or Public .....**  
**State the nominal and issued capital of company-**  
**Nominal Kshs. ....**  
**Issued Kshs. ....**

**Given details of all directors as follows**

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

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

**8.3 Tender Security Form**

Whereas ..... *[name of the tenderer]*

(hereinafter called “the tenderer”) has submitted its tender dated ..... *[date of submission of tender]* for the supply, installation and commissioning of .....*[name and/or description of the equipment]*

(hereinafter called “the Tender”) ..... **KNOW ALL PEOPLE** by these presents that WE ..... of ..... having our registered office at .....

(hereinafter called “the Bank”), are bound unto ..... *[name of Procuring entity]* (hereinafter called “the Procuring entity”) in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

**THE CONDITIONS of this obligation are:-**

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

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

This tender guarantee will remain in force up to and including 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]*



**8.4 Contract Form**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between  
..... [name of Procurement entity] of ..... [country of Procurement  
entity]

(hereinafter called “the Procuring entity) of the one part and .....  
[nameoftenderer] of ..... [city and country of tenderer] (hereinafter called “the  
tenderer”) of the other part;

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. In this Agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract referred to:**

**2. The following documents shall be deemed to form and be read and construed as  
part of this Agreement viz:**

- (a) the Tender Form and the Price Schedule submitted by the tenderer**
- (b) the Schedule of Requirements**
- (c) the Technical Specifications**
- (d) the General Conditions of Contract**
- (e) the Special Conditions of contract; and**
- (f) the Procuring entity’s Notification of Award**

**3. In consideration of the payments to be made by the Procuring entity to the tenderer  
as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide  
the goods and to remedy defects therein in conformity in all respects with the provisions of  
the Contract**

**4. The Procuring entity hereby covenants to pay the tenderer in consideration of the  
provisions of the goods and the remedying of defects therein, the Contract Price or such  
other sum as may become payable under the provisions of the Contract at the times and in  
the manner prescribed by the contract.**

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

Signed, sealed, delivered

by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

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

by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_

**8.5 Performance Security Form**

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

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
*[name of bank]*

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

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

**8.6 Bank Guarantee For Advance Payment Form**

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

[*name of tenderer*] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its

proper and faithful performance under the said Clause of the Contract in an amount of .....  
..... [*amount of guarantee in figures and words*].

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

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

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [*date*].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[*name of bank*]

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

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

**8.7 Manufacturer's Authorization Form**

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

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

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

\_\_\_\_\_  
*[signature for and on behalf of manufacturer]*

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

LETTER OF NOTIFICATION OF AWARD

**Address of Procuring Entity**

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

**SIGNED FOR**  
**COUNTY SECRETARY**