



KenGen

**KENYA ELECTRICITY GENERATING
COMPANY LIMITED**

KGN-ADM-05-2016

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

**Kenya Electricity Generating Company Ltd,
Stima Plaza Phase III,
Kolobot Rd, Parklands,
P.O Box 47936 – 00100.
NAIROBI – KENYA.
Website: www.kengen.co.ke**

April , 2016

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SECTION A

INVITATION FOR TENDER

The Company invites sealed tenders from eligible candidates for the **Supply, Delivery and commissioning of a 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; flamba@kengen.co.ke jgesaka@kengen.co.ke

where the tender document may be collected upon payment of a non-refundable fee of **KShs.1, 000.00** paid in cash or through a bankers cheque at any KenGen finance office. The document can also be viewed and downloaded from the website www.kengen.co.ke and www.suppliers.treasury.go.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 **“SUPPLY, DELIVERY AND COMMISSIONING OF A FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES”** and addressed to:

**Company Secretary & Legal Affairs Director
Kenya Electricity Generating Company Limited
7th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI,
KENYA**

On or before: **2.00 pm on 24th May 2016**

Tenders will be opened on **24th May 2016 at 2.30pm** in the presence of the candidates' representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor.

SUPPLY CHAIN DIRECTOR

SECTION B

INSTRUCTIONS FOR TENDERERS

Introduction

1. Eligible Tenderers

- 1.1 Only Manufacturer's, authorized dealers or agents based in Kenya are eligible to participate in this tender. The successful tenderer shall complete the supply of Fire Engine Truck by the intended completion date specified in the tender document.
- 1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Cost of Tendering

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KenGen, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document

3 Contents

- 3.1 The tender document comprises the document listed below and addenda issued in accordance with Clause 5 of the Instructions to Tenderers.
- (a) Invitation for Tenders
 - (b) Instructions to Tenderers
 - (c) General Conditions of Contract
 - (d) Special Conditions of Contract
 - (e) Equipment Specifications and Price Schedules
 - (f) Tender Form
 - (g) Tender Security Form
 - (h) Mandatory Confidential Business Questionnaire
 - (i) Contract Form
 - (j) Performance Security Form
 - (k) Manufacturer's Authorization Form
- 3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the tender document or to submit a tender not substantially responsive to the tender document in every respect will be at the tenderer's risk and may result in the rejection of its tender.

4. Clarification of Tender Document

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify

KenGen in writing (email in PDF format or by facsimile) at the address indicated in the Invitation for tenders. Kenya Electricity Generating Company Limited will respond in writing to any request for clarification of the tender documents, which it receives five (5) days prior to the deadline for the submission of tenders. Written copies of Kenya Electricity Generating Company Limited's 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.

5. Amendment of Tender Document

- 5.1 At any time prior to the deadline for submission of tenders, KenGen, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by amendment.
- 5.2 All prospective tenderers that have received the tender document will be notified of the amendment in writing (email in PDF format or by facsimile), and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KenGen, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

6. Language of Tender

- 6.1 The tender prepared by the tenderer, as well as all correspondence and document relating to the tender exchanged by the tenderer and KenGen, shall be written in English. Supporting document and 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.

7. Documents Comprising the Tender

- 7.1 The tender prepared by the tenderer shall comprise the following components:
 - (a) a Tender Form and a Price Schedule completed in accordance with Clauses 15, 9 and 10 below and
 - (b) tender security furnished in accordance with Clause 11

15. Tender Form

- 15.1 The tenderer shall complete the Tender Form and the appropriated Price Schedule furnished in the tender document, indicating the Fire Engine Truck to be supplied, a brief description of the Fire Engine Truck, their country of origin, quantity and prices.

9. Tender Prices

- 9.1 The tenderer shall indicate on the appropriate Price Schedule, the unit price and total tender price it proposes to provide under the contract. The prices quoted in the Price Schedule shall be Delivered and Duty Paid (DDP) to Olkaria.

9.2 Prices indicated on the price schedule shall be the cost of the Fire Engine Truck quoted including VAT and other Taxes paid or Payable.

9.3 Prices quoted by the tenderer shall be fixed during the tenderer'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 Clause 21.

10. Tender Currencies

10.1 Prices shall be quoted in Kenya Shillings or in a freely convertible currency.

11. Tenderers Eligibility and Qualifications.

11.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

11.2 The documentary evidence of the tenderer's eligibility to tender shall establish to KenGen's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country.

11.3 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KenGen's satisfaction:

- (a) that, in the case of a tenderer offering to supply Fire Engine Truck under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the Fire Engine Truck's Manufacturer or producer to supply the Fire Engine Truck ;
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract.

12. Fire Engine Truck Eligibility and Conformity to Tender Document.

12.1 The tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all Fire Engine Truck , which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of the eligibility of the Fire Engine Truck shall consist of a statement in the Price Schedule of the country of origin of the Fire Engine Truck offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

12.3 The documentary evidence of conformity of the Fire Engine Truck 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 characteristics of the Fire Engine Truck ;
- (b) a clause-by-clause commentary on KenGen's Technical Specifications demonstrating substantial responsiveness of the Fire Engine Truck to those specifications, or a

statement of deviations and exceptions to the provisions of the Technical Specifications.

13. Tender Security

- 13.1 The tenderer shall furnish, as part of its tender, a tender security in the amount of **Kenya Shillings One Million Five Hundred (Kshs1,500,000.00)** or equivalent in a freely convertible currency.
- 13.2 The tender security is required to protect KenGen against the risk of tenderer's conduct, which would warrant the security's forfeiture, pursuant to Clause 13.7.
- 13.3 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 document or another form acceptable to KenGen and valid for **One Hundred and Fifty (150) days after date of tender opening.**
- 13.4 Any tender not secured in accordance with Clause 13.1 and 13.3 will be rejected by KenGen as non-responsive, pursuant to Clause 21.
- 13.5 Unsuccessful tenderers' 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 KenGen.
- 13.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to Clause 215, and furnishing the performance security, pursuant to Clause 29.
- 13.7 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by Kenya Electricity Generating Company; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 215
- Or**
- (ii) to furnish performance security in accordance with paragraph 29.

14. Validity of Tenders

- 14.1 Tenders shall remain valid for **120 days** or as specified in the tender document after date of tender opening prescribed by KenGen, pursuant to Clause 19. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected by KenGen.
- 14.2 In exceptional circumstances, KenGen 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 (email in PDF format or by facsimile). The tender security provided under paragraph 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.

15. Format and Signing of Tender

- 15.1 The tenderer shall prepare an original and 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.
- 15.2 The original and copy 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. Written power-of-attorney accompanying the tender shall indicate the latter of authorization. The person or persons signing the tender shall initial all pages of the tender, except for un-amended printed literature.
- 15.3 The tender shall have no interlineation, 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.

Submission of Tenders

16. Sealing and Marking of Tenders

- 16.1 The tenderer shall seal the original and copies of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” The envelopes shall then be sealed in an outer envelope.
- 16.2 The inner and outer envelopes shall:
- (a) be addressed to:

Company Secretary/Legal Affairs Director
Kenya Electricity Generating Company Limited
7th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P.O. Box 47936-00100
NAIROBI
 - (b) bear, "**KGN-ADM-05-2016- TENDER FOR SUPPLY OF A FIRE ENGINE TRUCK FOR OLKARIA GEOTHERMAL PROJECT**", and the statement: “**DO NOT OPEN BEFORE 24th May 2016.at 2.30 P.M.**”
- 16.3 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”.
- 16.4 If the outer envelope is not sealed and marked as required by Clause 16.2, KenGen will assume no responsibility for the tender’s misplacement or premature opening.

17. Deadline for Submission of Tenders

17.1 Tenders must be received by KenGen at the address specified under Clause 16.2 not later than **24th May 2016 at 2.00 p.m.**

17.2 KenGen may, at its discretion, extend this deadline for the submission of tenders by amending the tender document in accordance with Clause 5, in which case all rights and obligations of KenGen and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

115. Modification and Withdrawal of Tenders

18.1 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 KenGen prior to the deadline prescribed for submission of tenders.

115.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause 16. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

18.3 No tender will be modified after the deadline for submission of tenders.

115.4 No tender will 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 13.7.

Opening and Evaluation of Tenders

19. Opening of Tenders

19.1 KenGen will open all tenders in the presence of tenderers' representatives who choose to attend, on **24th May 2016 at 2.30 p.m.** on the 7th Floor, Executive Room, Stima Plaza, Phase 111, Kolobot Road, Parklands. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

19.3 KenGen will prepare minutes of the tender opening.

20. Clarification of Tenders

20.1 To assist in the examination, evaluation and comparison of tenders KenGen may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing (email in PDF format or by facsimile), and no change in the prices or substance of the tender shall be sought, offered, or permitted.

Any effort by the tenderer to influence KenGen in its decisions on tender evaluation,

tender comparison or contract award may result in the rejection of the tenderers' tender.

21. Preliminary Examination

- 21.1 KenGen 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.
- 21.2 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 tenderer does not accept the correction of the errors, its tender will be rejected, and its 5 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 21.3 KenGen 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.
- 21.4 Prior to the detailed evaluation, pursuant to Clause 22, KenGen will determine the substantial responsiveness of each tender to the tender document. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender document without material deviations. KenGen's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 21.5 If a tender is not substantially responsive, it will be rejected by KenGen and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

21.6 Mandatory Preliminary Evaluation Criteria

- Manufacturer's authorization, guarantee and warranty
- Duly completed Tender Form
- Duly completed Price Schedule
- Duly completed Confidential Business Questionnaire
- Audited financial statements for 2013 and 2014 evidencing current ratio of at least 1:1.5
- Evidence of incorporation in the country of domicile i.e. Certificate of Incorporation/Registration
- Tender Security in the amount of **Kshs 1,500,000/=**.
- Price quoted shall be **Delivery Duty Paid** to Olkaria.
- The Tender validity period shall be 120 days.
- Tender Security has to be valid for **One Hundred and Fifty (150) days**.
- Valid Tax Compliance Certificate issued by Kenya Revenue Authority. (for local suppliers)
- Manufacturers literature/brochures **MUST** be attached
- Current price list of selected consumable spare parts likely to be used during the initial 2 years period of operation.

22. Evaluation and Comparison of Tenders

22.1 KenGen will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to clause 21.

22.2 KenGen's evaluation of a tender will exclude and not take into account :

- (a) in the case of Fire Engine Truck manufactured in Kenya or Fire Engine Truck of foreign origin already located in Kenya, taxes, which will be payable on the Fire Engine Truck if a contract is awarded to the tenderer; and
- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

22.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the Fire Engine Truck and such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Fire Engine Truck.

22.4 KenGen's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors:

- a) Compliance to the tender requirements pursuant to Clauses 11, 12, 13 and 21;
- b) Qualification information provided in the Mandatory Confidential Business Questionnaire;
- c) Delivery period offered in the tender. The delivery period should not exceed **12 months** after the date of signing the Contract;
- e) Deviation in payment schedule from that specified in the Special Conditions of Contract;
- f) Compliance to the technical specifications. Documentary evidence to prove that the equipment offered comply with the Technical Specifications must be provided;
- g) **After Sales Support.** 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;
- h) **Life Cycle Cost.** Tenderers shall state the **average fuel consumption rate in Litres per Kilometre** and provide a priced list of spare parts for two years operation of the equipment offered. The list shall include quantities and unit prices of the spare parts. The list shall include engine oil filters, fuel filters, air filters, hydraulic oil filters, transmission oil filters, water filters, brake parts, starting motors, battery charging alternators, v- belts, lamps/lights and fuses. The evaluation will consider the whole life cycle cost of the equipment.
- i) The spare part list should be quoted separately from the equipment.
- j) Technical performance. Tenderers shall indicate the number of units currently in operation and their location;
Warranty for the equipment offered. The terms of warranty are specified in the Special Conditions of Contract; and
- k) Compliance with Section E notes **1 to 11**.

Failure to submit the above mandatory information will render the tender non-responsive.

22.5 Deviation in payment schedule.

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. KenGen may consider the alternative payment schedule offered by the selected tenderer.

Contacting KenGen

- 23.1 Subject to Clause 20, no tenderer shall contact KenGen on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 23.2 Any effort by a tenderer to influence KenGen in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

Award of Contract

24. Post-qualification

- 24.1 In the absence of pre-qualification, KenGen 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.
- 24.2 The determination will take into account the tenderer 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 12.3, as well as such other information as KenGen deems necessary and appropriate.
- 24.3 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 KenGen will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

24. Award Criteria

- 24.1 Subject to Clauses 9, 22 and 26 KenGen 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.

25. KenGen's Right to Accept or Reject Any or All Tenders

- 25.1 KenGen 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 its action.

26. Notification of Award

- 26.1 Prior to the expiration of the period of tender validity, KenGen will notify the successful tenderer in writing that its tender has been accepted.
- 26.2 Upon the successful tenderer's furnishing of the performance security pursuant to Clause 29, KenGen will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 13.

28. Signing of Contract

- 28.1 At the same time as KenGen notifies the successful tenderer that its tender has been accepted, KenGen will send the tenderer the Contract Form provided in the tender document, incorporating all agreements between the parties.
- 28.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KenGen.

29. Performance Security

- 29.1 Within fifteen (15) days after signing of the contract, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender document, or in another form acceptable to KenGen.
- 29.2 Failure of the successful tenderer to comply with the requirement of Clause 215 or Clause 29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KenGen may make the award to the next lowest evaluated tenderer or call for new tenders.

30. Corrupt or Fraudulent Practices

- 30.1 KenGen requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, KenGen:-

(a) defines, for the purposes of this provision, the terms set forth below 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
 - (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 KenGen, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KenGen of the benefits of free and open competition;
- (b) 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;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

SECTION C

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) “The Contract” means the agreement entered into between KenGen and the Supplier, 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 Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Supplier” means the individual or firm supplying the Fire Engine Truck under this Contract.
- (d) “The Fire Engine Truck ” means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to KenGen under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by KenGen for the procurement of Fire Engine Truck.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the Fire Engine Truck was manufactured or produced.

3.2 The origin of the Fire Engine Truck is distinct from the nationality of the Supplier.

4. Standards

4.1 The Fire Engine Truck supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents and Information

5.1 The Supplier shall not, without KenGen’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KenGen in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.

5.2 The Supplier shall not, without KenGen’s prior written consent, make use of any document or information enumerated in Clause 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in Clause 5.1 shall remain the property of KenGen and shall be returned (all copies) to KenGen on completion of the Supplier’s performance obligations under the Contract if so required by KenGen.

6. Patent Rights

6.1 The Supplier shall indemnify KenGen against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Fire Engine Truck or any part thereof in Kenya.

7. Performance Security

7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KenGen the performance security in the amount specified in Special Conditions of Contract.

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

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KenGen 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 KenGen, in the form provided in the tender documents.

7.4 The performance security will be discharged by KenGen 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.

8. Inspection and Tests

15.1 KenGen or its representative shall have the right to inspect and/or to test the Fire Engine Truck and the accessories to confirm their conformity to the Contract specifications. KenGen shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

15.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Fire Engine Truck 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 KenGen.

15.3 Should any inspected or tested Fire Engine Truck fail to conform to the Specifications, KenGen may reject the Fire Engine Truck and accessories, and the tenderer shall either replace the rejected Fire Engine Truck or make alterations necessary to meet specification requirements free of cost to KenGen.

15.4 KenGen's right to inspect, test and, where necessary, reject the Fire Engine Truck after the Fire Engine Truck arrival shall in no way be limited or waived by reason of the Fire Engine Truck having previously been inspected, tested, and passed by KenGen or its representative prior to the Fire Engine Truck delivery.

8.5 Nothing in paragraph 15 shall in any way release the tenderer from any warranty or other obligations under this Contract.

8.6 Certificate of conformity

- 8.7 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.
- 8.8 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.

9. Packing

- 9.1 The tenderer shall provide such packing of the Fire Engine Truck as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 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.

10. Delivery and Documents

- 10.1 Delivery of the Fire Engine Truck shall be made by the tenderer in accordance with the terms specified by KenGen in its Delivery and Schedule of Requirements and the Special Conditions of Contract

11. Insurance

- 11.1 The **Fire Engine Truck** supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

12. Payment

- 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.
- a. Payments shall be made promptly by KenGen as specified in the contract.

13. Prices

- 13.1 Prices charged by the tenderer for Fire Engine Truck delivered 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.

14. Assignment

- 14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with KenGen's prior written consent.

15. Subcontracts

15.1 The tenderer shall notify KenGen 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.

16. Termination for Default

16.1 KenGen 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 the throttling valves within the period(s) specified in the Contract, or within any extension thereof granted by Kenya Electricity Generating Company Limited.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of Kenya Electricity Generating Company Limited has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event KenGen terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, Fire Engine Truck similar to those undelivered, and the tenderer shall be liable to KenGen for any excess costs for the Fire Engine Truck .

17. Liquidated Damages

If the tenderer fails to deliver the Fire Engine Truck within the period(s) specified in the contract, KenGen 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 Fire Engine Truck up to a maximum deduction of 10%. After this, the tenderer may consider termination of the contract.

18. Resolution of Disputes

115.1 KenGen and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

115.2 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 adjudicate in an agreed national or international forum, and/or international arbitration.

19. Language and Law

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.

20. Force Majeure

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.

SECTION D

SPECIAL CONDITIONS OF CONTRACT

1. Definitions

The Purchaser is **Kenya Electricity Generating Company Limited of Stima Plaza, Kolobot Road, Parklands, and P.O. BOX 47936 - 00100 GPO, Nairobi. Kenya** and includes its legal representatives, successors or assigns.

2. Application

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

3. Performance Security

The Performance Security shall be in the amount of **10% of the Contract Price**.

4. Delivery Period

The delivery period shall be within 12 months after the date of contract award.

5. 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.

6. Delivery

Strictly Delivered and Duty Paid (DDP), to KenGen Olkaria Geothermal Project.

7. Payment Terms and Conditions

The credit period shall be 30 days from the date of invoice and confirmation that the Fire Engine has been delivered as per the specifications and is fully commissioned.

(b) Advance Payment:

Advance Payment is not applicable.

8. Prices

Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account.

9. Notices

For the Purchaser:

The Company Secretary, Legal Affairs Director
Kenya Electricity Generating Company Ltd
Stima Plaza Phase III, Kolobot Road, Parklands
P.O Box 47936- 00100,
NAIROBI.
TEL: 3666706
FAX (254) (020) 3666200

For the Supplier:

SECTION E
REQUIREMENT SPECIFICATIONS
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 will be made to Olkaria, Naivasha, within **12months** from the date of signing the contract. Delivery must be for the complete equipment. Partial delivery shall not be accepted. Delivery Duty Paid to Olkaria
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, Naivasha. 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 currently sold and in operation 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 customers site.

11. Factory Acceptance Tests (FAT) shall be conducted by KenGen representatives before shipment. The supplier shall cater for all accommodation and foreign country local transport charges. KenGen shall cater for air tickets for the representatives during the visits.

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		
<i>TENDERER'S Column to be completed by tenderer</i>		
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)
c) Designed to heavy duty export specifications, suitable of operating in tropical conditions	Yes, Yes	_____ (Y/N)

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

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DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS	TENDERER'S
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, withhydraulic 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 memberswith 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
b) Overall width, approx.	2350-2600mm (mandatory)	----- mm
c) Overall height, approx.	3500-3950mm	----- mm

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DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS (mandatory)	TENDERER'S
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	-----
l) Oil and fuel filter type	Disposable	-----
m) Average fuel consumption (on full load) at:		

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

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DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS	TENDERER'S
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.	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	

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	specify,	

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TENDERER'S Column to be completed by tenderer

SPECIFICATION

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(telescopic) shock absorbers.

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.A System:** Integrated Public Address system, complete with a cabin mounted hand microphone and external loudspeaker.
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.
 Selector switch functions:
RADIO: Incoming radio messages shall be amplified by PA system and rebroadcast over the external speaker.
MANUAL: Siren may be activated by the siren switch on the dashboard, or by the vehicles horn control on the steering wheel.
WAIL: Continuous "wailing" up and down in frequency.
YELP: Continuous rapid "warbled" tone.
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

Mandatory

_____ (Y/N)

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

Yes

_____ (Y/N)

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

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DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS	TENDERER'S
Item Of Electrical Equipment By The Successful Tenderer.		
f) Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	_____ (Y/N)
g) Flood Lighting -Two (2) electric flood LED light towers 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.	Yes	_____ (Y/N)
h) Two additional dual intensity LED red rear 'Incident Lights' should be mounted at each top corner on the rear of the firefighting truck.	Yes	_____ (Y/N)
i) Emergency flashers at the front grille and rear of the vehicle.	Yes	_____ (Y/N)
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	Yes	_____ (Y/N)

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DESCRIPTION: FIRE ENGINE TRUCK COMPLETE WITH ACCESSORIES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS	TENDERER'S
emergency services equipment.		
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 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.	Mandatory	_____ (Y/N)

8. BODY, SEATS AND FINISH

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TENDERER'S Column to be completed by tenderer

SPECIFICATION

REQUIREMENTS

TENDERER'S

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)	The 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
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		

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REQUIREMENTS

TENDERER'S

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
Mandatory

----- (Y/N)

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)

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TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIREMENTS	TENDERER'S
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 the vehicle.	Yes (Mandatory)	----- (Y/N)
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	Yes	_____ (Y/N)

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SPECIFICATION

restrict any loss of media during vehicular motion, any losses that may occur will be discharged clear of chassis components.

REQUIREMENTS

TENDERER'S

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)	<p>FOAM TANK Capacity: 1000 litres. Design: The foam tank shall be rectangular 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:</p> <ul style="list-style-type: none"> 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 	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

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.

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 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..

Yes.

_____ (Y/N)

12. WATER PUMP

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
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)
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)		

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SPECIFICATION

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TENDERER'S

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

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;

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

Yes
(Mandatory)

_____ (Y/N)

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

Yes
(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

independently or simultaneously with the roof and bumper monitor when the vehicle is stationary or in motion.

REQUIREMENTS

TENDERER'S

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 ½ "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.
- 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.

Yes
(Mandatory)

_____ (Y/N)

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)

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
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: 2500 lbf., 70 meters	Yes (Mandatory)	_____ (Y/N)
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

	-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	Yes (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

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

REQUIREMENTS

TENDERER'S

18 PERSONAL PROTECTIVE CLOTHING

- 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	Yes, Yes, Yes
--	---------------

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

exterior finish to be proceeded by one coat primer (red oxide) and intercoat.

REQUIREMENTS

TENDERER'S

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 winch with remote control will be fitted on the bull bar. The winch will have 30mx 10mm cable.	Yes	_____ (Y/N)
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

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

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)	All literature in the English language	Yes, (MANDATORY)	_____ (Y/N)
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	Yes (Mandatory)	_____ (Y/N)
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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
vehicles.		
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	
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)

Tenderers are 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.

2. Fleet Management System

The Supplier shall fully describe the system and quote the total cost of installation, commissioning and on-site user training and operation of the system for **three years**. As a minimum the system should have the following capabilities:

NO.	ITEM	DESCRIPTION
1.	Mapping and Tracking	Should be able to keep a real time location of the equipment. This should be viewable on a computer webpage provided by the supplier/ its agent. Fuel levels and utilization should also be viewable in real time.
2	Operation Reports	Should be able to provide machine hours, both worked and idle hours. It should also be able to identify operation characteristics such as sudden gear shifts, over-revving and excess idling.
3	Service Management	Should be able to provide information on actual working hours and time taken to replace filters and oil. It should also give service reminders and service history
4	Software Installation	Supplier to provide a laptop fully preinstalled with all relevant tracking software and hardware installed in the equipment and the monitoring laptop. The laptop should of the latest design and current market specifications (core i series laptops preferred).
5	Royalty, Subscription and License charges	State the amount to be paid for renting or use of the webhosting service, access to latest GIS maps and access to GSM or GPRS services and any other costs that are relevant for this service. Clearly indicate whether the cost is per equipment or there are some costs that can be shared for a fleet.

SECTION F

PRICE SCHEDULES

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.	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	Factory Acceptance Tests (FAT) and Training Charges (5 people)	Sum	1	
6	Assembling and commissioning charges on site (Olkaria)	Set	1	
7	On site User training charges (at least 30 KenGen staff)	Sum	1	
8	SPARE PARTS LIST			
a)	Engine oil filters	Piece	12	
b)	Fuel filters	Piece	24	
c)	Transmission oil filters	Piece	4	
d)	Water filters	Piece	4	
e)	Brake parts	Set	2	
f)	Starting motors	Piece	1	
g)	Battery charging alternator	Piece	1	

h)	V-belts – (Complete)	Set	2	
i)	Fuses – (Complete)	Set	2	
j)	Headlight and other lights bulbs	Set	4	
	Sub-Total Cost			
	Discount (%) if any			
	Other Charges (if any)			
	Add 16% VAT			
	Grand Total (DDP- Olkaria Stores)			
	Currency of tender			
	Name of Manufacturer			
	Model name/number			
	Country of Origin			
	Delivery Period (months)			

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

TENDERER'S NAME: _____

TENDERER'S SIGNATURE _____

COMPANY'S RUBBER STAMP _____

DELIVERY PERIOD _____

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 G

TENDER FORM

To: Kenya Electricity Generating Company Limited,
Stima Plaza Phase III, Kolobot Road, Parklands,
P.O Box 47936-00100,
NAIROBI. Kenya.

Gentlemen and/or Ladies:

1. Having examined the Tender Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply **Fire Engine Truck** in conformity with the said Tender Document 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. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to **10%** percent of the Contract Price for the due performance of the Contract, in the form prescribed by KenGen.
3. We agree to abide by this Tender for a period of 120days from the date fixed for Tender opening under Clause 19 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 2016.

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

SECTION H

TENDER SECURITY FORM

(To be on the Letterhead of the Bank)

Whereas(name of the tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated (date of submission of tender) for the supply of(description of Fire Engine Truck) (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE(name of the bank) of(address of bank) (hereinafter called “the Bank”), are bound unto KenGen in the sum of(amount in words and figures) for which payment well and truly to be made to the said KenGen , the Bank binds itself , its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2016.

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 KenGen 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 KenGen up to the above amount upon receipt of its first written demand, without KenGen having to substantiate its demand, provided that in its demand KenGen 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 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)

TOTAL COST OF OWNERSHIP

		AMOUNT (CURRENCY)
1.	Initial Costs - Bid Price Ex-Factory (FOB) /C&F - Total Cost of spare parts (Spare Parts list in SECTION F) - Evaluation Adjustment for Delivery Schedule - Evaluation Adjustment for Variation in Payment Terms	..... ..... ..... .....
Total		.....
2.	Operating and Maintenance Costs - Fuel – Guaranteed Cost for hours/years. - Energy Consumption cost for .....hours/years - Net Present Value for 6 Years - Spare Parts & Consumables .....Guaranteed Cost (average) for each year - NPV for 6 Years	..... ..... ..... .....
Total		.....
3.	Depreciated Value - Life - Depreciated Value	.....6.....(yrs.)
4.	Total Life Cycle Cost	.....

Tenderer's name (Company) _____

Signature & Rubber-stamp _____ Date _____

NOTES

- Tenderers should note that the above Life Cycle Tables/Template will be used by the KenGen in the Tender Evaluation based on the Total Cost of Ownership (TCO).

- Documentary evidence (performance data and technical literature) to prove that the items 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 I

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) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Part 1 – General

Business Name:.....

Certificate of Incorporation / Registration No.

Location of business premises: Country

Physical addressTown

Building.....Floor.....

Plot No.Street / Road

Postal AddressPostal / Country Code.....

Telephone No's Fax No's

E-mail addressWebsite.....

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
Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (US\$/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 Proprietors

Full names

Nationality Country of Origin

*Citizenship details.....

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

Part 2 (b) – Partnerships

Give details of partners as follows:

	Full Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				

Company Profile(Attach brochures)

Part 2 (c) – Registered Company

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 Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				

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 or corrupt acts with regard to this or any other tender by KenGen and any other public or private institutions.

Full NamesSignature.....

Dated thisday of2016.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

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

- a)
- b)
- c)
- d)

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 thisday of2016.

Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

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

- a)

- b)
- c)
- d)

For and on behalf of M/s
 In the capacity of

Dated this day of2016

Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – 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
1				
2				
3				
4				

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipment in the last two (2) years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Note: The contact person should be at the level of director.

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give Procurement Entity 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 this day of2011.

Suppliers' / Company's Official Rubber Stamp

*Attach proof of citizenship

* Attach certified copies of the following documents:

- a) Previous orders from companies supplied before
- b) Certificate of Incorporation / Registration
- c) Tax Compliance Certificate (for local suppliers)
- d) VAT Certificate (for local suppliers)
- e) Audited Financial Statements / Accounts for the last two (2) years
- f) Valid Local Authority / Trade License (for local suppliers)
- g) The Power of Attorney

*The above documents should be submitted if they are applicable to bidder.

SECTION J

MANUFACTURER’S AUTHORIZATION FORM

To: **Kenya Electricity Generating Company Ltd**

WHEREAS

[Name of the Manufacturer]

Who are established and reputable manufacturers of.....

*[name and/or description for **Fire Engine Truck** component]*

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 **Fire Engine Truck** manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the **Fire Engine Truck** 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.

SECTION K
CONTRACT FORM

THIS AGREEMENT made theday of2016 between **KenGen** of the one part and(*name of Supplier*) of(*city and country of Supplier*) (hereinafter called “the Supplier”) of the other part:

WHEREAS **KenGen** invited tenders for the supply of Fire Engine Truck , viz.,..... (*description of Fire Engine Truck*) and has accepted a tender by the Supplier for the supply of those Fire Engine Truck 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.
2. The following document 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 Service Provider;
 - (b) The General Conditions of Contract;
 - (c) The Special Conditions of Contract; and
 - (d) KenGen’s Notification of Award.
3. In consideration of the payments to be made by KenGen to the Supplier as hereinafter mentioned, the Supplier hereby covenants with KenGen to supply the Fire Engine Truck and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. KenGen hereby covenants to pay the Supplier in consideration of the supply of Fire Engine Truck 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 the day and year first above written.

Signed and Sealed in the Common Seal of
KenGen in the presence of:

**COMPANY SECRETARY/LEGAL
& CORPORATE AFFAIRS DIRECTOR**)
)
)
)
)
)
)
)
WITNESS)

Signed and Sealed with the Common Seal of
the Supplier in the presence of:

DIRECTOR)
)
)
)
)
)
)
SECRETARY)

SECTION L

PERFORMANCE SECURITY FORM

(To be on the Letterhead of the Bank)

To: Kenya Electricity Generating Company Limited,
Stima Plaza Phase III, Kolobot Road, Parklands,
P.O Box 479360-00100,
NAIROBI. KENYA

WHEREAS*[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. dated2016 to Supply..... *(description of Fire Engine Truck)* (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the day of2016.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]