



REPUBLIC OF KENYA

**MINISTRY OF LANDS, PUBLIC WORKS, HOUSING & URBAN DEVELOPMENT
STATE DEPARTMENT FOR PUBLIC WORKS
SUPPLIES BRANCH- LIKONI RD, INDUSTRIAL AREA
P. O. BOX 300743-00100, NAIROBI**

**TENDER DOCUMENT FOR FRAME WORK CONTRACTS
FOR
SUPPLY AND DELIVERY OF FIREFIGHTING EQUIPMENT
AS AND WHEN REQUIRED, FOR TWO YEARS**

TENDER NUMBER: SDPW/SB/041/2023-2025

CLOSING DATE: 22nd November, 2023 at 10.00 a.m.



**MINISTRY OF LANDS, PUBLIC WORKS, HOUSING & URBAN
DEVELOPMENT
STATE DEPARTMENT FOR PUBLIC WORKS
SUPPLIES BRANCH**

**FRAME WORK CONTRACTS FOR SUPPLY AND DELIVERY OF
FIREFIGHTING EQUIPMENT AS AND WHEN REQUIRED, FOR TWO YEARS
TENDER NUMBER: SDPW/SB/041/2023-2025**

1. The **Principal Secretary, State Department of Public Works** invites sealed tenders for the **SUPPLY AND DELIVERY OF FIREFIGHTING EQUIPMENT TO MDAs AND STATE CORPORATIONS ON AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF TWO YEARS**
2. Tendering will be conducted under Open Tendering Method (National) resulting into framework agreements using PPRA standardized tender document.. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information from the Supplies Branch Website, www.suppliesbranch.go.ke and inspect the Tender Documents during normal office hours, _at the Procurement Office on 2nd floor, Supplies Branch, Likoni Road, Industrial Area, Nairobi.
4. A complete set of tender documents may be obtained by interested tenderers electronically from the Supplies Branch Website (www.suppliesbranch.go.ke). Tender documents obtained electronically will be free of charge.
5. Tenderers who download the tender document must forward their particulars immediately to info@suppliesbranch.go.ke for registration.
6. Address for Submission of Tenders.

**The Head of Supplies Branch,
Supplies Branch,
Likoni Road, Industrial Area,
P. O. Box 30743-00100, Nairobi.**
7. Complete Tender Documents shall be dropped in the tender box provided located at Supplies Branch Headquarters Likoni Road, Industrial Area, Nairobi Ground Floor reception.
8. All Tenders shall be accompanied by a Tender Security of Kshs. 1,000,000.00. in the form of banker's cheque to the Head- Supplies Branch or a guarantee issued by a reputable bank/ Insurance company. The tender security shall remain valid for **210 days** after the date of opening.
9. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya Shillings and shall remain valid for **One Hundred and Eighty (180) days** from the closing/opening date of the tender

10. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
11. Completed tenders must be delivered to the address below on or before **22nd November, 2023 at 10.00 a.m.** Electronic Tenders will not be permitted.
12. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at Supplies **Branch, Likoni Road, Industrial Area, Nairobi.** Late tenders will be rejected.
13. Reserve groups (AGPO) are encouraged to apply and a valid AGPO certificate should be attached.

HEAD/ SUPPLIES BRANCH
FOR: PRINCIPAL SECRETARY

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

- 1.1 The Procuring Entity as defined in the TDS invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.
- 1.2 Throughout this tendering document:
- a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
 - b) if the context so requires, “singular” means “plural” and vice versa;
 - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2. Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
- b) receives or has received any direct or indirect subsidy from another Tenderer; or
- c) has the same - representative or ownership as another Tenderer; or
- d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
- e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
- f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
- g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the [PPRA's website www.ppra.go.ke](http://www.ppra.go.ke)
- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 310 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.
- 311 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**

- 3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempted in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 3.13 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4 Eligible Goods and Related Services

- 4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 4.2 For purposes of this ITT, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.
- 4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 4.4 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
 - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
 - c) goods manufactured, mined, extracted or grown in Kenya.
- 4.5 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5 Sections of Tendering Document

- 5.1 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Supply Requirements

- v) Section V - Schedule of Requirements

PART 3 Conditions of Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

- 5.2 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.
- 5.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.
- 5.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering

document and to furnish with its Tender all information or documentation as is required by the tendering document.

6 Clarification of Tendering Document

- 61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.
- 62 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 63 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 65 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

7 Amendment of Tendering Document

- 71 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
- 72 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.
- 73 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

C. Preparation of Tenders

8 Cost of Tendering

- 81 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9 Language of Tender

- 91 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

10 Documents Comprising the Tender

- 101 The Tender shall comprise the following:
- a) Form of Tender prepared in accordance with ITT11;
 - b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
 - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
 - d) Alternative Tender: if permissible, in accordance with ITT12;
 - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
 - f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
 - g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
 - h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
 - i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
 - j) any other document required in the TDS.
- 102 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 103 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11 Form of Tender and Price Schedules

- 11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialise pages of all tender documents submitted.

12 Alternative Tenders

- 121 Unless otherwise specified **in the TDS**, alternative Tenders shall not be considered.

13. Tender Prices and discounts

- 131 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.
- 132 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 133 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.
- 134 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.
- 135 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 136 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.
- 137 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- 138 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:
- a) For Goods manufactured in Kenya:
 - i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
 - iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.
 - b) For Goods manufactured outside Kenya, to be imported:
 - i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**;
 - ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS**;
 - c) For Goods manufactured outside Kenya, already imported:
 - i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

- iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
 - iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**.
- d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14 Currencies of Tender and Payment

- 141 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.
- 142 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.
- 143 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

15 Documents Establishing the Eligibility and Conformity of the Goods and Related Services

- 151 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 152 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 153 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 154 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.
- 155 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 161 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 162 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
 - b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

- 17.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as

non-responsive.

- 172 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.
- 173 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;
 - b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

- 181 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 182 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 183 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a letter of credit; or
 - v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

- 187 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 188 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a Performance Security in accordance with ITT 46.
- 189 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 18.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.
- 18.11 A tenderer shall not issue a tender security to guarantee itself.

19. Format and Signing of Tender

- 191 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 192 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 193 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialled by the person signing the Tender.
- 194 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.
- 195 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

- 20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
 - b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
 - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
 - ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

- 202 The inner envelopes or packages or containers shall:
- a) bear the name and address of the Procuring Entity.
 - b) bear the name and address of the Tenderer; and
 - c) bear the name and Reference number of the Tender.
- 203 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the **TDS** where such documents should be received.
 - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
 - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

- 21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.
- 21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Tenders

- 22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23. Withdrawal, Substitution, and Modification of Tenders

- 23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.
- 23.3 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.
- 23.4 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

24. Tender Opening

- 24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.

- 242 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 243 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 244 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 245 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.
- 246 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 247 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 248 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
 - e) number of pages of each tender document submitted.
- 249 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

- 25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 25.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

- 26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No

change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 28.2.

28.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors and Omissions

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS. The adjustment shall be based on the *average* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30. Arithmetical Errors

- 30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail.
- 30.2 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

31. Conversion to Single Currency

- 31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS**.

32. Margin of Preference and Reservations

- 32.1 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.
- 32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
 - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
 - c) goods manufactured, mined, extracted or grown in Kenya.
- 32.3 A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 32.4 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.
- 32.5 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

33. Evaluation of Tenders

- 33.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) substantially responsive to the tender documents; and
 - b) the lowest evaluated price.

- 332 Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
 - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 333 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 334 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.
- 335 The Procuring Entity's evaluation of a Tender will include and consider:
- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
 - b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;
- 336 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34. Comparison of Tenders

- 34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

35. Abnormally Low Tenders

- 35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.
- 35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 35.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

36. Abnormally High Tenders

- 36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the

Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

- 36.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37. Post Qualification of the Tenderer

- 37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

38. Lowest Evaluated Tender

- 38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- a) Most responsive to the Tender document; and
 - b) the lowest evaluated price.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

- 39.1 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 notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

41. Notice of Intention to enter into a Contract

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

42. Standstill Period

- 42.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 42.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

43. Debriefing by the Procuring Entity

- 43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

45. Signing of Contract

- 45.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 45.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 45.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

46. Performance Security

- 46.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

462 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the
Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender
Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest
Evaluated Tender.

463 Performance security shall not be required for a contract, if so specified in the **TDS**.

47. Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

48. Procurement Related Complaint

The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	A. General
ITT 1.1	<p>The reference number of the Invitation for Tenders is: TENDER NUMBER: SDPW/SB/041/2023-2025</p> <p>The Procuring Entity is: MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT, STATE DEPARTMENT FOR PUBLIC WORKS – SUPPLIES BRANCH DEPARTMENT</p> <p>The name of the Contract is: SUPPLY AND DELIVERY OF FIREFIGHTING EQUIPMENT ON AS AND WHEN REQUIRED BASIS, FOR TWO YEARS</p> <p>The number and identification of lots (contracts) comprising this Invitation for Tenders is: N/A</p>
ITT 2.3	The Information made available on competing firms is as follows: N/A
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: N/A
ITT3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be to be registered with N/A
	B. Contents of Tendering Document
ITT 6.1	<p>(a) Address where to send enquiries is: Email: info@suppliesbranch.go.ke</p> <p>Addressed to: The Head of Supplies Branch, Supplies Branch, Likoni Road, Industrial Area, P. O. Box 30743-00100, Nairobi</p> <p>to reach the Procuring Entity not later than within 7 days before submission.</p> <p>(b) The Procuring Entity publish its response at the website www.suppliesbranch.go.ke</p>
	C. Preparation of Tenders
ITT 13.5	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.

ITT 13.8 (a) (i) and (iii)	Place of final destination: Point of use or as advised by End User Procuring Entity
ITT 13.8 (a) (iii)	Final Destination (Project Site): Point of use or as advised by End User Procuring Entity
ITT 13.8 (b) (i)	Named place of destination, in Kenya is Point of use or as advised by End User Procuring Entity
13.8 (c) (iv)	The place of final destination is Point of use or as advised by Procuring Entity

ITT 14.2	Foreign currency requirements not allowed .
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): N/A
ITT 16.2 (a)	Manufacturer's authorization is: Not Required
ITT 16.2 (b)	After sales service is: Not Required
ITT 17.1	The Tender validity period shall be 180 days.
ITT 18.1	<p>A <i>Tender Security</i> Shall be required.</p> <p>Tender Security shall be required and the amount and currency of the Tender Security shall be Kshs. 1,000,000.00</p>
ITT 19.1	In addition to the original of the Tender, the number of copies is: One (<i>1</i>) <i>copy</i>
	D. Submission and Opening of Tenders
ITT 20.3	<p>A tender document that cannot fit in the tender box shall be received as follows:</p> <p>Physically and recorded in a register in the office of the Head of Supply Chain Magement Services on 2nd Floor, Rm No. 205.</p>

ITT 21.1	<p>For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>Attention: The Head of Supplies Branch, Postal Address: P. O. Box 30743-00100, Nairobi, Kenya Physical Address: Supplies Branch, Likoni Road, Industrial Area Telephone: +254 (0) 20 2140020/ +254 (0) 20 2150020 Electronic mail address: info@suppliesbranch.go.ke</p> <p>The deadline for Tender submission is: Date: <i>22nd November, 2023</i> Time: <i>10:00 a.m.</i></p> <p>tenderers <i>Shall not</i> have the option of submitting their Tenders electronically.</p>
ITT 24.1	<p>The Tender opening shall take place at:</p> <p>Attention: The Head of Supplies Branch, Supplies Branch, Likoni Road, Industrial Area Postal Address: P. O. Box 30743-00100, Nairobi, Kenya Physical Address: Supplies Branch, Likoni Road, Industrial Area.</p> <p>Date: <i>22nd November, 2023</i> Time: <i>10:00 a.m.</i></p>
ITT 24.6	The number of representatives of the Procuring Entity to sign is: As per the Tender Opening Committee; whereby, each Tender shall be initialed by all representatives and shall be numbered.
E. Evaluation and Comparison of Tenders	

ITT 32.3	A margin of preference and/or reservation " <i>shall not</i> " apply.
ITT 32.5	The invitation to tender is extended to the following group that qualify for Reservations N/A
ITT 33.1	The Procuring Entity shall recommend more than one bid as per the provisions of Section 20 and 32 of the Public Procurement Amendment Act, 2022.
ITT 33.2	Price evaluation will be done for; Items quoted for - Supply and Delivery of FIREFIGHTING EQUIPMENT on As and When required, for Two Years
ITT 33.2 (d)	Additional evaluation factors are See Evaluation Criteria
ITT 33.2 (Samples)	Bidders MUST submit sample of all items bided for. The samples shall be submitted by 21 ST November, 2023 at 4.00 p.m. The samples shall be dropped at Supplies Branch Hqs, Industrial Area- Nairobi Ground Floor and should be properly marked with the bidder's name, tender number and tender name.
ITT 33.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: N/A</p> <p>(a) Deviation in Delivery schedule: No.</p> <p>(b) Deviation in payment schedule: No.</p> <p>(c) the cost of major replacement component, mandatory spare parts, and service: N/A</p> <p>(d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender N/A</p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment N/A</p> <p>(f) the performance and productivity of the equipment offered; N/A</p>
	F. Award of Contract
ITT 46.3	Performance security if so required shall be in the sum of N/A
ITT 47	<p>The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: The Head of Supplies Branch, Title/position: The Head of Supplies Branch Procuring Entity: Supplies Branch Likoni Road, Industrial Area P. O. Box 30743-00100, Nairobi, Kenya</p> <p>Email address: info@suppliesbranch.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

- 11** Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 12** This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

21 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be substantially responsive to the tender documents;
- b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and
- c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

22 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

	MANDATORY EVALUATION CRITERIA
	<p>The following under- listed documents MUST be submitted in the following order:</p> <ol style="list-style-type: none">1. Certificate of Incorporation or Registration.2. CR 12 for incorporated companies and CR13 for sole proprietors produced in the last 1 year.3. Valid Tax Compliance Certificate.4. Valid Single Business Permit.5. Duly filled, signed and stamped Confidential Business Questionnaire Form - to establish that the bidder is not in any conflict of interest.6. Duly filled, signed and stamped Form of Tender.7. Duly filled, signed and stamped Certificate of Independent Tender Determination – to declare that the bidder has completed the tender without colluding with other

	<p>tenderers.</p> <ol style="list-style-type: none"> 8. Duly filled, signed and stamped SD 1 and SD 2 forms (attached). 9. Duly filled, signed and stamped - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal. 10. Fill, Signed and Stamped Beneficial OWNERSHIP disclosure form 11. Original bid bond of Kshs.1,000,000 from a reputable bank or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority addressed to the Head/Supplies Branch and to remain in force for a period of <u>Two Hundred and Ten (210) days</u> from the closing date of the tender. 12. Bidders must provide past experience by providing copies of orders and award letters from the current major clients. 13. Tenderers shall be required to provide a Manufacturer's Authorization 14. Tenderers shall be required to provide a Manufacturer's brochures. 15. Submit audited accounts for last 3years (2020,2021,2022) to demonstrate the current soundness of the bidder's financial position and its prospective long-term profitability. 16. All pages of both original and copy of the tender documents submitted MUST be sequentially serialized by the tenderers. <p>N/B: - Full compliance by the tenderers shall be required to proceed to the next stage of evaluation. Failure to provide any of the listed requirements shall lead to disqualification.</p>
	<p>FINANCIAL EVALUATION CRITERIA</p> <p>Bids that meet all preliminary evaluation requirements shall be compared on the basis of unit prices quoted. Prevailing market prices will be used to determine the lowest evaluated bids. The evaluation committee may recommend one or more bids whose prices are within the market rates for award as per provisions of Section 141of the Public Procurement Act 2015.</p>

PRICE EVALUATION

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply:

221 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

3 MARGIN OF PREFERENCE

31 If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.

32 The margin of preference will be applied in accordance with, and subject to, the following provisions:

- a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.
- b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:
 - i) **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and
(b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender submission date;
 - ii) **Group B:** All other Tenders offering Goods manufactured in Kenya;
 - iii) **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
- c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.
- d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
- e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
- f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

4 Post Qualification of Tenderers (ITT 37)

a) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words “Similar Goods” have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

42 History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last *(specify years)*. The required information shall be furnished as per form CON-2].

43 Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

4.6. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last *N/A (specify years)*. All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

- ❖ Form of Tender
- ❖ Tenderer Information Form
- ❖ Tenderer JV Members Information Form
- ❖ Price Schedule
- ❖ Form of Tender Security – Demand Guarantee
- ❖ Form of Tender Security (Tender Bond)
- ❖ Form of Tender-Securing Declaration
- ❖ Manufacturer's Authorization Form

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

Date of this Tender submission:.....*[insert date (as day, month and year) of Tender*

submission] **Tender** **Name** **and** **Identification:**.....*[insert*

identification] **Alternative No.:**.....*[insert identification No if this is a Tender*
for an alternative]

To:.....*[insert complete name of Procuring Entity]*

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration.
or
Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*;

or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: *[Specify in detail each discount offered.]*
 - ii) The exact method of calculations to determine the net price after application of discounts are shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;

- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in
“Appendix 1- Fraud and Corruption” attached to the Form of Tender.

Name of the tenderer: *[insert complete name of the tenderer]

Name of the person duly authorized to sign the Tender on behalf of the tenderer: **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above] **Date signed** [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

**: Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ [Name of Procuring Entity] for: _____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,.....of Post Office Box.....being a resident of
.....in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of
.....(*insert name of the Company*) who is a Bidder in respect of **Tender No.**
.....for.....(*insert tender*
title/description) for.....(*insert name of the Procuring entity*) and duly
authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been cak
3. red from participating in procurement proceeding under Part IV of the Act.
4. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....

(Title)

.....

(Signature)

.....

(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,.....of P. O. Box.....being a resident of
.....in the Republic ofdo hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No**.....for.....(*insert tender title/description*)
for.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....

.....

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I.....(person) on behalf of (*Name of the Business/ Company/Firm*).....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

.....

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
 - 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
- 2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
 - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers 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.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹~~For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.~~

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:..... *[insert date (as day, month and year) of Tender submission]*

Tender Name and Identification:.....*[insert identification*

Alternative No.:..... *[insert identification No if this is a Tender for an*

alternative] Page_____of_____pages

1.Tenderer'sName <i>[insert Tenderer's legal name]</i>
2.In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3.Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4.Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5.Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6.Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority in accordance with ITT 3.14. <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company_____

ii) State the nominal and issued capital of the Company:- Nominal Kenya Shillings

(Equivalent)..... Issued Kenya Shillings

(Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in.....(*Name of Procuring Entity*) who has an interest or relationship in this firm?

Yes/No..... If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name_____

Title or Designation_____

(Signature)

Date)

(

COMMITMENT TO PROVIDE BENEFICIAL OWNERSHIP INFORMATION

I, of P. O. Box
being a resident of in the Republic of do hereby make
a state as follows: -

1. THAT I am the Chief Executive Officer/Managing Director/Principal Officer/Director/
Authorized Officer of..... (*Insert name of the
Company*) who is a Bidder in respect of **Tender No.....** for
(*Insert tender title/description*) advertised by (*Insert name of the Procuring entity*)
(the **Procuring Entity**) and duly authorized and competent to make this statement.

2. THAT I do hereby commit to provide Beneficial Ownership Information in conformity with the
Beneficial Ownership Disclosure Form to the procuring entity upon receipt of notification of award
in the event we are the successful tenderer in this subject procurement proceeding. I fully
understand that failure to furnish the procuring entity with the Beneficial Ownership Information
within the period provided for in the letter of award shall invalidate my award and may considered
as refusal to enter into a written contract which is punishable under Section 41(1) (e) of the Public
Procurement and Asset Disposal Act, 2015.

Name of the Firm/Company.....

Registered Physical Address of the Company.....

Posta Address.....

Telephone No..... Mobile Number

Email Address

Name of Authorised Signatory.....

Designation

Signatory.....

Date.....

Witnessed by

Signature of Witness.....

Date.....

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 4 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

BENEFICIAL OWNERSHIP DISCLOSURE FORM

Tender Reference No.: _____ [insert identification no]

Name of the Tender Title/Description: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: ____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
1.	Full Name		Directly----- --- % of shares	Directly.....% of voting rights		
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly----- ---- % of shares	Indirectly-----% of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
	number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly----- --- % of shares	Directly.....% of voting rights		
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly----- ---- % of shares	Indirectly-----% of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.						
e.t.c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 5 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022

III) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp/ Company Seal.

TENDERER'S JV MEMBERS INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture]].

Date:.....*[insert date (as day, month and year) of Tender submission].*

Tender Name and Identification:.....*[insert identification Alternative No.:.....[insert identification No if this is a Tender for an alternative].*

Page _____ of _____ pages

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of the legal entity named above, in accordance with ITT 4.4. registration <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

PRICE SCHEDULE FOR GOODS – FIREFIGHTING EQUIPMENT:

Name of tenderer _____

Tender Number _____ Page __ of ____

Tender Number _____ Page _____ of _____

SPECIFICATION FOR FIRE EQUIPMENT

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
1(a)	Water CO2 Fire Extinguisher	Water CO2 Fire Extinguisher 9Litre water CO2 fire extinguisher (cartridge type) complete with squeeze grip head cap with piercer and washer, flexible rubber hose, nozzle, siphon tube and fixing wall bracket to BS EN3	No.			
1 (b)	Water CO2 cartridge	Water CO2 cartridge 55g CO2 cartridge fully charged to BS EN3	No.			
1 (c)	Water CO2 Operating valve	Water CO2 Operating valve Squeeze grip head cap with piercer and washer , flexible rubber hose, nozzle and siphon tube	No.			
1(d)	Wall bracket	Wall bracket Hook type	No.			
2(a)	Water CO2 stored pressure Fire Extinguisher	Water CO2 stored pressure Fire Extinguisher 9Litre water CO2 fire extinguisher(stored pressure type) complete with squeeze grip head, pressure gauge, flexible rubber hose, nozzle, siphon tube and fixing wall bracket to BS EN3	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
2(b)	Water CO2 Operating valve	Water CO2 Operating valve Squeeze grip valve complete with pressure gauge, flexible rubber hose, nozzle and locking pin	No.			
3(a)	9 litre Cold Fire foam fire extinguisher	9 litre Cold Fire foam fire extinguisher 9 litre Cold Fire foam fire extinguisher C/W cap, flexible rubber hose, spray nozzle, siphon tube, 1 litre premix form, CO2 cartridge and fixing wall bracket. BS EN 3/ BS 1449 or Equivalent	No.			
3(b)	9 litre Cold Fire foam fire extinguisher operating valve	9 litre Cold Fire foam fire extinguisher operating valve 9 litre Cold Fire foam fire extinguisher operating valve c/w flexible rubber hose, spray nozzle, and siphon tube for item 3(a) above BS EN 3/ BS 1449 or Equivalent	No.			
3(c)	Premix Foam	Premix Foam 1 litre premix foam for 9 Litres air foam extinguisher. BS EN 3 or Equivalent	litres			
3(d)	CO2 cartridge	CO2 cartridge 75gm CO2 cartridge for 9 Litres air foam spray extinguisher to BS EN 3 or Equivalent	No.			
4(a)	9 litre Cold fire foam stored pressure fire extinguisher	9 litre Cold fire foam stored pressure fire extinguisher 9 litre air foam stored pressure fire extinguisher C/W cap, flexible rubber hose, spray nozzle, siphon tube, 1 litre premix form, and fixing wall bracket.	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		to BS EN 3/ BS 1449 or Equivalent				
4(b)	Air foam fire extinguisher operating valve	Air foam fire extinguisher operating valve Air foam fire extinguisher operating valve c/w flexible rubber hose, spray nozzle, and siphon tube for item 4(a) above to BS 1004 or Equivalent	No.			
5(a)	4.5Kgs dry chemical powder fire extinguisher	4.5Kgs dry chemical powder fire extinguisher 4.5Kgs dry chemical powder fire extinguisher c/w cap washer discharge rubber hose, nozzle, CO2 cartridge and fixing wall bracket to BS EN 3/ BS 1449 or Equivalent	No.			
5(b)	Automatic D.C.P. Cold fire extinguisher	Automatic D.C.P. Cold fire extinguisher Cylinder : Stainless Steel Weight: 12kg Content: ABDK Expellant : Cold Fire Cylinder Test Pressure : 150 PSI Complete with Electro Piston Actuator switch which can be linked into the wiring circuit for electric operation with solenoid actuator; and ceiling mounting bracket.	No.			
5(c)	Fire Extinguishing Dry Chemical Powder	Fire Extinguishing Dry Chemical Powder 4.5Kgs bag of fire extinguishing dry chemical powder to BS EN 3or Equivalent	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
5(d)	Fire Extinguisher Operating Valve	Fire Extinguisher Operating Valve Dry chemical powder fire extinguisher operating valve c/w flexible rubber hose, discharge nozzle, and siphon for item 5(a) above to BS 1004	No.			
5(e)	CO2 Cartridge	CO2 Cartridge 90gm CO2 Cartridge for 4.5Kgs dry chemical powder fire extinguisher to BS EN 3 or Equivalent	No.			
6(a)	4.5Kgs dry chemical powder stored pressure fire extinguisher	4.5Kgs dry chemical powder stored pressure fire extinguisher 4.5Kgs dry chemical powder stored pressure fire extinguisher c/w cap washer discharge rubber hose, nozzle, and fixing wall bracket to BS EN 3/ BS 1449 or Equivalent	No.			
6(b)	Dry chemical powder fire extinguisher operating valve	Dry chemical powder fire extinguisher operating valve Dry chemical powder fire extinguisher operating valve c/w flexible rubber hose, discharge nozzle, and siphon for item 6(a) above to BS 1004 or equivalent	No.			
7(a)	9 Kgs Cold Fire extinguisher	9 Kgs Cold Fire extinguisher 9 Kgs dry Cold Fire extinguisher c/w cap, washer, discharge rubber hose, nozzle, CO2 cartridge and fixing wall bracket to BS EN 3/ BS 1449 or Equivalent	No.			
7(b)	Fire Extinguisher Dry Chemical Powder	Fire Extinguisher Dry Chemical Powder 9 Kgs bag of fire extinguisher dry chemical powder to BS EN 3 or Equivalent	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
7(c)	Dry chemical powder fire extinguisher operating valve	Dry chemical powder fire extinguisher operating valve Dry chemical powder fire extinguisher operating valve c/w flexible rubber hose, discharge nozzle, and siphon for item 7(a) above to BS 1004	No.			
7(d)	CO2 Cartridge	CO2 Cartridge 120/150gm CO2 Cartridge for 9Kgs dry chemical powder fire extinguisher to BS EN 3 or Equivalent	No.			
8(a)	9 Kgs dry chemical powder stored pressure fire extinguisher	9 Kgs dry chemical powder stored pressure fire extinguisher 9 Kgs dry chemical powder stored pressure fire extinguisher c/w cap, washer discharge rubber hose, nozzle and fixing wall bracket to BS EN 3/ BS 1449 or Equivalent	No.			
8(b)	Dry chemical powder fire extinguisher operating valve	Dry chemical powder fire extinguisher operating valve Dry chemical powder fire extinguisher operating valve c/w flexible rubber hose , discharge nozzle, and siphon for item 8(a) above to BS 1004	No.			
9(a)	2 kg dry chemical, stored pressure fire extinguisher	2 kg dry chemical, stored pressure fire extinguisher 2 kg dry chemical, stored pressure fire extinguisher c/w cap, washer and discharge nozzle to BS EN 3/ BS 1449 or Equivalent	No.			
9(b)	2 kg dry chemical powder fire extinguisher operating valve	2 kg dry chemical powder fire extinguisher operating valve 2 kg dry chemical powder fire extinguisher operating valve c/w washer, discharge nozzle for item 9(a) above to BS 1004 or Equivalent	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
10(a)	1 kg dry chemical, stored pressure fire extinguisher	1 kg dry chemical, stored pressure fire extinguisher 1 kg dry chemical, stored pressure fire extinguisher c/w cap, washer and discharge nozzle to BS EN 3/ BS 1449 or Equivalent	No.			
10(b)	1 kg dry chemical powder fire extinguisher operating valve	1 kg dry chemical powder fire extinguisher operating valve 1 kg dry chemical powder fire extinguisher operating valve c/w washer and discharge nozzle for item 10(a) above to BS 1004 or Equivalent	No.			
11(a)	2.3 Kg CO2 gas fire extinguisher (charged)	2.3 Kg CO2 gas fire extinguisher (charged) 2.3 Kg CO2 gas fire extinguisher (charged) C/W squeeze grip operating head, discharged horn, and fixing wall bracket to BS 5045/EIB 9316/BS EN 3 or Equivalent	No.			
11(b)	CO2 gas squeeze grip operating head	CO2 gas squeeze grip operating head CO2 gas squeeze grip operating head for item 11(a) above to BS EN 3 or Equivalent	No.			
11(c)	CO2 gas discharge horn	CO2 gas discharge horn CO2 gas discharged horn for item No. 11(a) above BS EN 3 or Equivalent				
12(a)	4.5 Kg CO2 gas fire extinguisher (charged)	4.5 Kg CO2 gas fire extinguisher (charged) 4.5 Kg CO2 gas fire extinguisher (charged) c/w squeeze grip operating head, discharge nozzle and fixing bracket. BS 5045/EIB 9316/BS EN 3 or Equivalent	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
12(b)	CO2 gas squeeze grip operating head	CO2 gas squeeze grip operating head CO2 gas squeeze grip operating head for 12(a) above. BS EN 3 or Equivalent	No.			
12(c)	CO2 gas discharge horn	CO2 gas discharge horn CO2 gas discharge horn for Item No. 12(a) above BS EN 3 or Equivalent	No.			
12(d)	Throwing Fire Extinguisher	Throwing Fire Extinguisher Throw –In fire extinguisher capable of extinguishment of Fire by production of copious amounts of Carbon Dioxide and Nitrous Gases. Throw-In action onto the fire and the landing shall initiate production of the extinguishment gases through chemical reactions.	No.			
12(e)	Fixed total flooding system – Carbon Dioxide Autonomous and Automatic Fire Extinguishing System	Fixed total flooding system – Carbon Dioxide Autonomous and Automatic Fire Extinguishing System Total Flooding Carbon Dioxide Gas Fire Suppression system capable of automatic action triggered by a solenoid- valve – actuated pilot cylinder and comprising of the following components: 3No. 45 kg Carbon Dioxide Gas storage cylinders C/WValves, discharge hoses and pilot loops 2.2 kg Pilot Carbon Dioxide Cylinder C/W solenoidactuation valve Vent bleed and safety valve Interconnection / Assembly Manifold pipe Brackets & associated hoops for secure anchoring to walls.	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
13(a)	50 Kg dry chemical powder Trolley Type Fire Extinguisher	50 Kg dry chemical powder Trolley Type Fire Extinguisher 50 Kg dry chemical powder fire extinguisher c/w propellant, trolley, operating valve, hose and discharge nozzle BS EN 3/ BS 1449 or Equivalent	No.			
13(b)	Discharge nozzle	Discharge nozzle Discharge nozzle for 50 kg dry chemical Powder fire extinguisher (trolley type) BS EN 3 or Equivalent	No.			
14(a)	45 Kg CO2 gas fire extinguisher	45 Kg CO2 gas fire extinguisher 45 Kg CO2 gas fire extinguisher c/w, trolley, operating valve, hose and discharge horn BS EN 3/ BS 1449 or Equivalent	No.			
14(b)	Discharge hose	Discharge hose Discharge hose for 45 kg CO2 gas fire extinguisher (trolley type) BS EN 3 or Equivalent	No.			
14(c)	Discharge horn	Discharge horn Discharge horn for 45 kg CO2 gas fire extinguisher (trolley type) BS EN 3 or Equivalent	No.			
15(a)	45 Litres Air Foam Trolley Type Fire Extinguisher	45 Litres Air Foam Trolley Type Fire Extinguisher 45 Litre Air Foam fire extinguisher c/w, propellant trolley, operating valve, hose and spray nozzle BS EN 3/ BS 1449 or Equivalent	No.			
15(b)	Discharge hose	Discharge hose	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Discharge hose for 45 Litre Air Foam fire extinguisher (trolley type) BS EN 3 or Equivalent				
15(c)	Spray Nozzle	Spray Nozzle Spray Nozzle for 45 Litre Air Foam fire extinguisher (trolley type) BS EN 3 or Equivalent	No.			
16(a)	Fire blanket	Fire blanket Size ranging from 1mx1m to 1.2mx1.8m Fibre glass woven with flame proof handles and tested to BS EN 1869 The blanket shall come with metal or hardened plastic container and fixing wall bracket	No.			
16(b)	Fire Proof Blanket	Fire Proof Blanket 2000mm x 1500mm Flame Resistant woolen blanket tested to BS EN 1869 with reinforced edges	No.			
17	9" wall mounted hand operated alarm bell (Gong)	9" wall mounted hand operated alarm bell (Gong) Made of aluminium alloy/stainless steel Hand-Operated Alarm Bell/ Gong capable of minimum noise rating of 105dB at 1.0metre and toBS 1721 Shall be coloured red	No.			
18	½ mile range tripod mounted alarm sounder (siren)	½ mile range tripod mounted alarm sounder (siren) Tripod mounted with minimum sound rating of 110±2 dB at 1.0 metres and an output frequency of 600±20 hertz single tone and to BS 1721	No.			
19(a)	A fully portable self-contained diesel engine fire pump	A fully portable self-contained diesel engine fire pump Capable of continuous duty of minimum 1200litres per minute at delivery head of 10 bars at 3 metres suction lift. The pump unit shall be of aluminium construction	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>with a wrap round stainless steel frame and shall have the following features:</p> <p>4-stroke engine with electronic ignition system</p> <p>Rotationally molded minimum 14 litre fuel tank connection facility to provide one hour running duty</p> <p>Remote fuel tank connection facility including battery charging sockets</p> <p>The pump shall have no external belts</p> <p>Comprehensive instrumentation and gauges, i.e.</p> <p>Compound gauge - 1-0 to 16bar, Pressure gauge. 25 bar Gauge</p> <p>Illumination, High water temperature warning light, Choke control, On/Off Switch/Start button. Hours counter, Throttle,</p> <p>1No. water suction inlet 100mm dia., & 2No. delivery outlets each 65mm dia., C/W Screw-Down valves with pressure release facility</p> <p>All other necessary tools & accessories.</p>				
19(b)	Suction Fire Hose	<p>Suction Fire Hose</p> <p>100mm dia. x 2400mm long rubber covered Nylon reinforced PVC Suction Hose c/w instantaneous coupling for connection to 100mm. metallic Suction Strainer and to a 100mm dia. fire pump inlet to BS 6391 / NFPA 1962:1901 requirements</p> <p>Shall be semi rigid with internal metal reinforcements(steel wire helix)</p> <p>Nominal internal diameter 64mm</p> <p>to154mm Standard length 3.05m</p> <p>Shall be capable of sucking water out of unpressurized sources by means of a vacuum</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
19(c)	100mm diameter suction strainer	<p>100mm diameter suction strainer</p> <p>Shall be made of hard anodized and powder coated aluminium with natural finish of light alloy or gun metal c/w instantaneous coupling to fit onto a 100mm. dia. suction Hose to BS 6391 or equivalent</p> <p>Shall be capable of working at 16 bar maximum working pressure and maximum test pressure at 24 bar</p> <p>Shall be capable of rotating on a polymer bearing ring Shall come with 150mm female short hand coupling</p>	No.			
20(a)	A fully portable self-contained petrol / diesel engine fire pump trailer mounted, complete with tank (foam / water)	<p>A fully portable self-contained petrol / diesel engine fire pump trailer mounted, complete with tank (foam / water)</p> <p>Fully Self-Contained Closed-Circuit, Water Cooled Diesel/ Petrol Engine Driven Fire Pump mounted on a trailer in conformation to Kenyan Road Regulations. Capable of continuous duty of minimum 1200 Litres per minute at a delivery head of 10 bar at 3 metres suction lift. The pump unit shall be of Aluminium construction and shall have the following features:</p> <p>4- stroke engine with electronic ignition system</p> <p>Rotationally molded minimum 14litre fuel tank to provide one hour running duty</p> <p>Remote fuel tank connection facility including battery charging sockets The pumpset shall have no external belts Comprehensive instrumentation and gauges, i.e Compound gauge - 1-0 to 16bar, Pressure gauge. 25 bar Gauge</p> <p>Illumination, High water temperature warning light, Choke control, On/Off Switch/Start button, hours counter & Throttle,</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>1No. water suction inlet 100mm dia., & 2No. delivery outlets each 65mm dia., C/W Screw-Down valves with pressure release facility</p> <p>All other necessary tools & accessories.</p> <p>The trailer chassis shall be constructed from rolled steel with galvanized finish. The foam concentrate tanks(s) shall be lined in epoxy and include baffle plates to prevent water surge when towing. The tank shall include a 250mm. dia. quick release auto vent fill lid and sight glass level as standard.</p> <p>The trailer should include full road lighting c/w lenses protection guards, auto-reverse breaking system, cantilever hand brakes and auto overrun brakes as well as jockey wheel and four Industrial, fully adjustable stabilizers.</p> <p>The Foam Tank(s) shall be of total capacity 900 litres and shall have self-inducing foam /Water monitor, Mounted / bolted onto the top of the tank.</p> <p>The trailer shall allow for adequate space for operation of the fire fighting equipment by at least 2No. firemen.</p>				
20(e)	PVC / PU coated Fire Hose	<p>PVC / PU coated Fire Hose</p> <p>PVC / PU coating fire hose 25 metres x 65 mm. dia. delivery hose complete with male and female coupling red type BS 6391</p>	No.			
20(f)	Alloy solid water branch pipe	<p>Alloy solid water branch pipe</p> <p>Alloy solid water branch pipe (various sizes) BS 336</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
20(g)	Hand Controlled Branch Pipe	Hand Controlled Branch Pipe 6mm. dia. nozzle alloy hand-controlled branch pipe BS 336	No.			
21(a)	swinging type hose reel	swinging type hose reel 20mm. dia x 30 metres long swinging type hose reel c/w nozzle BS EN 671-1:1995	No.			
21(b)	Hose Reel tubing	Hose Reel tubing 20mm. dia x 30 metres long (tubing) for item 21 (a) above EN 694	No.			
21(c)	Nylon Nozzle	Nylon Nozzle Red Nylon Nozzle with at least 15 metres throw EN 694	No.			
22	Fixed Type Hose Reel	Fixed Type Hose Reel 20mm. dia x 30 metres long fixed type hose reel c/w nozzle	No.			
23(a)	Underground Fire Hydrant	Underground Fire Hydrant Body made of Ductile Cast Iron to BS 1452 or (SG) BS 2789 Test Pressure: 300Psi (20Bar) Inlet : Universal drilled Flange PN16 to BS EN 1092:1997 Outlet: Male instantaneous to BS 336 2½” London round thread outlet to BS 750. flow requirements: Kv = 92 minimum 2000l/minKv = 101 maximum 2200l/min Shall be of Corrosion resistant construction, compliant withBS EN 1074-6 for disinfection products.	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Complete with Auto-frost drain valve and Draining stopper as standard applications in a corrosive atmosphere or sited in exposed locations shall use a stainless steel stem 1.4404 (316) and all exposed fasteners in A4 stainless steel				
23b)	Outlet stand pipe	Outlet stand pipe Single Way Standpipe /Double Way Standpipe shall be made of either light aluminum alloy or brass with inlet to 65mm female V or round thread, and outlet with single/double 65mm female instantaneous swivel outlet, cap and chains (to conform to BS 1474). Base and head made of aluminium alloy or copper alloy to BS 1490 Provided with double check valve to prevent backflow	No.			
23(c)	Poker and key	Poker and key Constructed of aluminium alloy to BS 1490 Shaft tube shall be of mild steel	No.			
23(d)	Poker	Poker Poker for item No. 23 (a) above	No.			
23(e)	Key	Key Key for item No. 23 (a) above	No.			
23(f)	Dividing breech	Dividing breech Dividing Breech having 63mm Male Instantaneous Inlet & 2 nos. 63mm Female Instantaneous Outlet Made using quality grade gun metal, aluminum or stainless steel 304	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Size: 1" to 5 ½"				
23(g)	Collecting breech	Collecting breech Collecting Breech having 1 no. 63mm Female Instantaneous Inlet and 2 nos. 63mm Male Instantaneous Outlet Made using quality grade gun metal, aluminium or stainless steel 304 Size: 1" to 5 ½"	No.			
24(a)	Fluorine Free (FF) Foam Concentrate 3%	Fluorine Free (FF) Foam Concentrate 3% <ul style="list-style-type: none"> • Appearance Clear mobile liquid • Environmentally safe! No fumes or odors • Specific gravity @ 20°C 0.99-1.01 • PH 8-9 • Viscosity @ 20°C 2 Cp • Maximum continuous storage 50°C • Maximum intermittent storage 60°C • Effect of freeze/thaw is None • Lowest use temperature 0°C • Sediment as shipped 0.1% • Sediment after ageing 0.1% • Inductions Rate 3% • Expansions Ratio 7:1 • Drainage Time 25% for 3 Minutes • 20 Litres Container 	Litres			
24(b)	Fluorine Free (FF) Foam Concentrate 6%	Fluorine Free (FF) Foam Concentrate 6% <ul style="list-style-type: none"> • Appearance Clear mobile liquid • Environmentally safe! No fumes or odors • Specific gravity @ 20°C 0.99-1.01 	Litres			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		PH 8-9 • Viscosity @ 20°C 2 Cp • Maximum continuous storage 50°C • Maximum intermittent storage 60°C • Effect of freeze/thaw is None • Lowest use temperature 0°C • Sediment as shipped 0.1% • Sediment after ageing 0.1% • Inductions Rate 3% • Expansions Ratio 7:1 • Drainage Time 25% for 3 Minutes 210 Litres Container				
25 (a)	Fluoro Protein foam 3%	Fluoro Protein foam 3% Proprietary mixture of protein hydrolysate, fluor surfactants, inorganic salts, and water(Chloroprene) conforming to Underwriters Laboratories Standard UL162, latest edition Appearance..... Dark brown liquid Density 1.15 g/ml... ± 0.03 pH6.0 – 8.0 Viscosity10 ± 4 centistokes Freezing Point 5 °F (-15 °C) Sediment Volume.....0.20% maximum	Litres			
25 (b)	Fluoro Protein foam 6%	Fluoro Protein foam 6% Fluoro Protein foam in 20 lts containers marked G.K to BSEN3/BS1449/BS1004 or equivalent	No.			
26	Water/Foam Trailers 900Litres	Water/Foam Trailers 900Litres	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>Water Foam Trailer suitable for mounting in conformation with Kenyan Road regulations.</p> <p>The trailer chassis shall be constructed from rolled steel with galvanized finish. The foam concentrate tank(s) shall be lined in epoxy and include baffle plates to prevent water surge when towing. The tank shall include a 250mm. dia. quick release auto vent fill lid and sight glass level as standard.</p> <p>The trailer should include full road lighting c/w lenses protection guards, auto-reverse breaking system, cantilever hand brakes and auto overrun brakes as well as jockey wheel and for industrial fully adjustable stabilizers.</p> <p>The foam concentrate tank(s) shall be of total capacity 900 litres and shall have self-inducing foam/water monitor, mounted/bolted onto the top of the tank, with the following features;</p> <p>Foam production of 1800 litres/min at a water flow of 180litres/min and water inlet pressure of 5 bar.</p> <p>Approximate running time-minutes Foam throw from branchpipe-14metres</p>				
27	Mobile foam Generator	<p>Mobile foam Generator</p> <p>Mobile foam trolley unit on 2No. solid rubber wheels minimum 400mm dia. comprising a chemically resistant minimum 120 litres glass fibre foam concentrate tank and with hose storage compartment. The unit shall comprise of:</p> <p>1No. 40mm dia x 15 metres long synthetic fire suction hose C/W Instantaneous connectors foam inductor and to a 65mm. dia. Firehydrant Stand pipe outlet</p> <p>A Variable Foam Concentrate pick-up Inductor with on-off valve capable of producing 1800 litres/min of foam with a water flow of 180 litres/ min. at 5 bar inlet pressure</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Stainless Steel Foam Pick-Up tube coupled to a reinforcedPVC pick- up hose Low Expansion foam branch pipe capable of foam throw ofminimum 14 metres with the inductor conditions mentioned above.				
28	Graz mist hydrants	<p>Graz mist hydrants</p> <p>Water-Mist generating hydrant station for production of water mist suitable for extinguishment of fires involving valuable goods, electronics, live electrical equipment with voltages up to 240 KV etc</p> <p>The hydrant system shall be capable of water usage rate of 6 liters / minute to produce droplets of max. 25 microns.</p> <p>The hydrant shall be suitable for connection to both water and pressurized air supply each at 2.0 bar pressure to produce 4 Cu Metres of mist per minute.</p> <p>The installation shall comprise: - Drum/ Winder and 30 metres long x 20mm diam. Air-Water Hose</p> <p>Jet complete with mist nozzle suitable for production of 4 Cu Metres of mist per minute of max. 25 microns at a water flow rate of 6 litres/min.</p> <p>Instantaneous connection outlets for both water and compressed air C/W isolation valves, including a set of flow and pressure controls.</p> <p>Sheet metal cabinet for housing of the above equipment.</p>	No.			
29	Portable compact mist and foam units	Portable compact mist and foam units	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Self- Contained portable Water- Mist/and foam generating unit made of lightweight aluminium plastic lined cylinders capable of foam/ mist production to EN3 and EN1866 water jet capacity reach - 16 m horizontal and 10 m vertical Operating time 44 seconds (based on 10 litre back pack) Single nozzle for all applications including electrical fires to 1000 volts				
30	Stationary mist system	Stationary mist system Mist Nozzles with Colliding Jets Long-Range Mist Nozzles Water Supply (Minimum 2-3 Bar) Pressurized Air Supply (Minimum 2 -3 Bar) System of Detector Communication System between detectors and nozzles	No.			
31	Portable ground monitor nozzle	Portable ground monitor nozzle Portable automatic action Ground Monitor Nozzle capable of flow of 2000 litres/ min. at 7.0 bar water inlet pressure. The monitor shall be of gun-metal construction with base and 4No. Stainless steel foldable legs with carbide tipped spikes.	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>The monitor shall have a carrying handle and a hand wheel for adjustment of vertical inclination of the nozzle The monitor shall be complete with:</p> <p>Dual - Pressure 500GPM Max Force, Automatic Nozzle Pivoting outlets allowing 20 degrees of motion either side of Centre and 40 degree of motion from 10 degrees above horizontal to 50 degrees Butterfly Valve with automatic operation capable of cutting off flow thereby reducing reaction force should the monitor start to tip for any reason.</p>				
32	Lifting pads – Up to 4000Kgs	<p>2No. oil resistant Inflation Hoses each 5 metres long. 1No. dual safety controller fitting for separate control of the 2No.Lifting Bags C/W 2No. safety valves 1No. Pressure Reducer- 200/300 bar, adjustable up to 10bar, with protection cap, locking valve and 2 metre long Compressed Air Hose. Air Bags Pressurization Kit as described below</p> <p>AIR BAGS PRESSURIZATION KIT The Air Bags set shall be supplied complete with a Pressurization Kit for inflation of the bags. The kit shall comprise the following: -</p> <ul style="list-style-type: none"> ➤ 2No. 300bar Capacity 6 litres Compressed Air Bottles 	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		strapped onto a compact carrier frame, ➤ Bottle connector 300 bar C/W Pressure Regulator, Safety Valve 8 Bar with dead man control ➤ 2no. Auto – Retracting inflation hoses each 15 metres long. The carrier frame shall be wheeled and sled type combi chassis, suitable for light transport on streets and on soft ground.				
33(a)	Collapsible fuel/water & liquid foam tanks(10,000 gallons)	Collapsible fuel/water & liquid foam tanks (10,000 gallons) Collapsible fuel/water & liquid foam tanks with fittings (filling & discharge) 10,000 gallons capacity. The tank should be specially heat sealed and designed for high strength in severe outdoor exposure. It should resist UV, abrasion, puncture and pressure loads. The seam design should ensure that no weeping or leakage can occur.	No.			
33(b)	Collapsible fuel/water & liquid foam tanks(50,000 gallons)	Collapsible fuel/water & liquid foam tanks (50,000 gallons) Collapsible fuel/water & liquid foam tanks with fittings (filling & discharge) 50,000 gallons capacity. The tank should be specially heat sealed and designed for high strength in severe outdoor exposure. It should resist UV, abrasion, puncture and pressure loads. The seam design should ensure that no weeping or leakage can occur.	No.			
34	Plastic box First aid kits (firefighting)	Plastic box First aid kits (firefighting) Plastic box First aid kit (fire Fighting) complete with the following: -	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		20No. individually wrapped sterile adhesive dressings (assorted sizes) 2No. sterile eye pads) 4No. individually wrapped triangular bandages) 6No. safety pins 6No. medium sized individually wrapped sterile unmedicated wound dressings (12cm x 12cm)) 2No. large sterile individually wrapped unmedicated wounddressings (18cm x 18cm) vii) 1No. pair of disposable gloves				
35	Canvas rubber lined lay flat hose	Canvas rubber lined lay flat hose 150mm dia. x 25 meters long, with alloy joints and Victaulic couplings and rubber seals to the BS6391 Type 3 specification with instantaneous couplings to BS366 wired on Shall have high chemical resistance, abrasion resistance, lightweight and be flexible	No.			
36	Knapsack firefighting 20 liters with mixing nozzles	Knapsack firefighting 20 litres with mixing nozzles Knapsack Fire Fighting unit comprising of high resistant 20 liter Polyethylene tank with reinforced chassis. The unit shall have nylon padded carrying straps with self-regulating buckles for strapping onto the fire-fighter's back. The unit shall include a brass hand pump and delivery hose and tube C/W an adjustable nozzle for adjustment for short and long jet discharges	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
37	Drip torches 5 liters	<p>Drip torches 5 liters</p> <p>Drip torch of tank capacity 5 liters, suitable for safe and easy setting of prescribed burns. The unit shall comprise a StainlessSteel tank and have a curved discharge pipe and a protected Asbestos wick.</p> <p>The carrying handle and the drip pipe to the tank shall be of aluminum metal.</p> <p>The tank shall be complete with a threaded filling cap for fuel loading.</p>	No.			
38	Pick-up Truck Fire Fighting Set complete with 400 lts Tank	<p>Pick-up Truck Fire Fighting Set complete with 400 lts Tank</p> <p>Pick-up Truck Fire Fighting Set for quick access to fire locations. The set shall be compact, practical and light weight suitable for setting up in any Pick-Up truck.</p> <p>The set shall comprise of the following:-</p> <p>Low profile PVC flexible water tank C/W internal bafflesfor maximum stability of the carrying Pick-Up the tank shall be of minimum 400 liters capacitySelf-priming pump with 2 -Stroke Petrol Engine</p> <p>Foam Inductor Kit with minimum 4 liter foam concentratetank capacity Suction and Discharge Hoses</p>	No.			
39	Fire beaters / Fire Swatter / McLeod / Pulaski set	<p>Fire beaters / Fire Swatter / McLeod / Pulaski set</p> <p>The set shall comprise 1No. of items of each of the following items;</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Fire swatter constructed of heavy canvas material with angled iron support frame attached to a 1.52 metre fire resistant wooden handle Rake and Adze hoe in one combination, with 12 gauge steelhoe C/W 1.24 meter Fire Resistant wooden handle Mattock and Axe in one combination tool , made of high grade tempered steel and with approximately 910-mm long fire resistant wooden handle				
40	Power Chain Saw	Power Chain Saw Petrol Engine Powered Chain Saw suitable for cutting of trees and complete with all features necessary for safe operation and having the following specifications: . Displacement (CC) 25. 4 Form of Carburetor - Diaphragm Maxed Fuel Ratio 25.1 Tank Capacity 0.23 Lts Length – 250mm All to BS 6916 part II 1989	No.			
41	Hydraulic rescue tools complete set	Hydraulic rescue tools complete set Hydraulic Rescue Hand Tools set comprising of hand tools suitable for Spreading, Cutting and Pulling to the following specifications: Top Expansion Capability 38 - 47KN Working surface Capability 68 - 114KN Pull 38KN Expansion surface 620mm Hydraulic	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		combi Shears Fast stop safe tie- in 360° adjustable and moveable handle Hand pump two pole operation of high pressure and low pressure. The hand pump set shall come complete with 5 metershose and coupling for connection to the tools and shall be as manufactured by WEBER or approved equivalent.				
42	Booster pump for hydraulic hose reel	Booster pump for hydraulic hose reel Electric driven booster pump suitable for water pumping duty of 4 cubic meters per hour against 25 meters static pressure. The pump shall have the following as standard:- Tank 24 litre diaphragm/ pressure Vesle, 5 Metres long flexible hose C/W connectors to suction outlet. Pressure switch for off-on operation,Pressure gauge 7 Bar (100PSI) Electric Cable 1. 5 Meters C/W plug for connection to asocket outlet.	No.			
43	Trailer water bowser 2000 liters capacity	Trailer water bowser 2000 liters capacity Mounted in conformation with Kenyan Road regulations.The trailer chassis shall be constructed from rolled steel with galvanized finish. The water tank shall be 2000 liters cylindrical welded onto the trailer bed and with internal baffles plates to prevent water surge when towing. The tank shall include a 250mm. dia. quick release auto vent fill lid and sight glass level as standard.	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		The trailer should include full road lighting c/w lenses protection guards, auto-reverse breaking system, cantilever hand brakes and auto overrun brakes as well as jockey wheel and four industrial, fully adjustable stabilizers.				
44	Fire Fighting aluminum extension ladders	Fire Fighting aluminum extension ladders 2.50M Long x Internal Width 360mm aluminum type extension ladder	No.			
45	Disaster pouch (Treated Casualty bag)	Disaster pouch (Treated Casualty bag) Full- Length- Adult size Zip Disaster Pouch fabricated from heavy duty Vinyl- Coated Nylon fabric / laminated polyester fabric. The pouch shall have six (8No.) padded carrying handles and shall be of dimensions 2000mm long x 850 mm wide Capacity: 675 # Lift Zipper shall be completely sewn with nylon thread for greater durability. Each pouch shall contain bio-hazard tag. All seams shall be dielectrically sealed to prevent leakage. Burst strength of material (lbs./sq.) 206 lbs. Each pouch shall be individually packaged in a 24" x 24" heavy duty viscera bag. Mil Thickness - 12 mil	No.			
46	H/D rubber gloves	H/D rubber gloves Multipurpose gloves made of PVC Fully lined with a Soft cotton tricot Length 350mm Size large (10)	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
47	Firefighters Protective Suit	<p>Firefighters Protective Suit</p> <p>Firefighters Protective Clothing to be as NOMEX OMEGA Firefighting Suit or equivalent and approved to EN 469, comprising:</p> <p>Tunic: with torch loop, radio loop and 2 Internal Pockets.</p> <p>Trousers:</p> <p>Chest height with braces, padded knee & 2 external pockets</p>	No.			
48	Fireman's Fire Fitting clothing (Fire Tunic)	<p>Fireman's Fire Fitting clothing (Fire Tunic)</p> <p>Fireman's Fire Fitting clothing (Fire Tunic) as TOPSPEC FIREAMN'S TUNIC manufactured from Nomex III 180gm/m² or 265gm/m² material waterproofed with Neoprene inside, with 2 oz Proban cotton lining or equivalent and approved</p>	No.			
49	Fire-fighting rescue action top 9sizes Boots	<p>Fire-fighting rescue action top 9sizes Boots</p> <p>Fire-fighting rescue action top 9sizes Boots (Sizes 38-48) to CSN EN 345 S3 HRO specification.</p> <p>Complete with lining, hydrophobized leather antistatic construction, rubber outsole with steel anti-perforation insert, resistant to oil, fuels, acids and anatomic 300° C temperature, replaceable washable innersole, stiffened with steel toe cap.</p>	No.			
50	Head Helmets	<p>Head Helmets</p> <p>suitable for Fire Fighting and Rescue services and having the following features:</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>Shell manufactured from Flame Retardant material with good shock absorbing qualities, longitudinal ribs and interior ventilation channels</p> <p>Interior Basket in flame retardant material and allowing for adjustment for head size and shape (from 52 to 63 cm) high shock absorbing quality and non-irritating lining</p> <p>Flame Retardant cotton material chin strap with quick release snap connection</p> <p>Retractable face protector visor in flame retardant polycarbonate material, Scratch resistant and with anti-fogging protection</p> <p>Neck protection of genuine leather material with separable shell connection</p>				
51	Breathing apparatus	<p>Breathing apparatus</p> <p>Breathing apparatus suitable for strapping as a back pack complete with waist and chest straps.</p> <p>The set shall be self-contained open circuit type compressed air breathing apparatus set fully conforming to EN137 CLASS II standards.</p> <p>The apparatus shall be complete with a positive pressure Face Mask</p> <p>Self-contained breathing apparatus (SCBA) shall contain: facemask, flow regulator, reducer, 1 No. 6 litres / 300 bar cylinder with compressed air for 45 minutes nominal duration and be c/w charging connection outlet, and back frame with harness</p>	No.			
52	Ear muffs	Ear muffs	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>Ear protection mutts suitable for protection against dangerous noise levels. The equipment shall have the following features:-</p> <p>Durable, Lightweight, Non- Electrical conductivity plastic material</p> <p>Universal fit headband Soft Foam filled cushionsLarge ear cup openings</p>				
53	Leggings	<p>Leggings</p> <p>Lower legs protection leggings suitable for fire fighting and rescue services and having the following features;</p> <p>Pull on fitting ,with adjustable elastic bracesKnee protection</p> <p>Suitable for sewing onto both trouser legsReflective strips</p>	No.			
54	Gas Masks	<p>Gas Masks</p> <p>suitable for protection against dangerous gases and having the following features:</p> <p>Built in speech diaphragm to aid in communicationRubber face piece</p> <p>Poly Carbonate lens for high impact resistance Universal fit to fit different head sizes</p> <p>Filters for protection against high speed particles</p>	No.			
55	Fully heat protection suit aluminized complete with overall, hood, three finger mitten and over boot	<p>Fully heat protection suit aluminized complete with overall, hood, three finger mitten and over boot</p> <p>Made using the aluminized FR Fabric, Fire Proof, ThermalInsulate, Penetration resist of radiation</p> <p>Heat sect type conforming to EN 1486</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
56	Fire fluorescent waist coat	Fire fluorescent waist coat Fireman's Fire Fighting clothing Waist Coat as manufactured from Nomex III 180gm/m ² or 265gm/m ² material waterproofed with Neoprene inside, with 2 oz Proban cotton lining and with fluorescent material	No.			
57	Hydraulic Pressure tester complete with kits components for fire extinguishers	Hydraulic Pressure tester complete with kits components for fire extinguishers With adaptors up to 6" diameter lines and upto 2400 ft of hose atone time. With 1 ½ " Manifold Assy to allow for fast filling of the hoses from the Hydrant or stand Pipe Twin Piston pump pressure upto 500PSI at a 3 GPM Flow Rate	No.			
58(a)	15mm dia. Marine Ropes	15mm dia. Marine Ropes 1 No. Roll of 15mm diameter x 70meter long Marine Ropes suitable for use in sea, river and special conditions	No.			
58(c)	25mm dia. Marine Ropes	25mm dia. Marine Ropes 1 No. Roll of 25mm diameter x 70meter long Marine Ropes suitable for use in sea, river and special conditions	No.			
58(d)	32mm dia. Marine Ropes	32mm dia. Marine Ropes 1 No. Roll of 32mm diameter x 70meter long Marine Ropes suitable for use in sea, river and special conditions	No.			
58(e)	50mm dia. Marine Ropes	50mm dia. Marine Ropes	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		1 No. Roll of 50mm diameter x 70meter long Marine Ropes suitable for use in sea, river and special conditions				
58(f)	65mm dia. Marine Ropes	65mm dia. Marine Ropes 1 No. Roll of 65mm diameter x 70meter long Marine Ropes suitable for use in sea, river and special conditions	No.			
59	Oxygen Generating Mask	<p>Oxygen Generating Mask</p> <p>Mask for protection of exposed facial dimensions capable of protection from various natural disasters resulting from Fire Hazards</p> <p>i.e. smoke, dangerous fumes, hot gases ETC, allowing for evacuation to safer areas.</p> <p>Self-contained unit made of rubber or plastic material with comfortable mask and one oxygen generator in a single pack or two generators in a duo pack</p> <p>The material shall be odorless and flame retardant VO grade to UL94 standards</p> <p>Generator shall have capacity to supply minimum average 4 Litres/min flow of oxygen(within 12 seconds of actuation) for about 20 minutes</p> <p>The mask shall have the following features. Rubber face piece</p> <p>Polycarbonate lens for high impact resistanceUniversal fit to fit different head sizes</p> <p>Self-serving breathing hole which does not utilize external air</p> <p>Oxygen generating chemical cartilage for generation of therequisite Oxygen</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Minimum use time for the mask to be minimum 10 minutes for fast breathing and 30 minutes for slow breathing				
60	Battery Powered Rope Ascender	<p>Battery Powered Rope Ascender</p> <p>Shall be powered by high density lithium battery and be suitable for scaling heights and with the following features:</p> <p>Robe grab system to EN 1891 and weigh 1.5kg with dimensions of 40x30x25cm</p> <p>Shall be able to work within 200kg safe load</p> <p>Shall have an automatic switch to monitor overload</p> <p>Speed adjustment range of 0 to 22m /min and emergency speed= 0.5m/s</p> <p>Temperature working range -20⁰C to 50⁰C</p> <p>Raising a weight of minimum 450kg at a speed of not less than 3metres per second.</p> <p>Rope/Climbing Cable assembly capable of ascending a 100metres High Storied building.</p> <p>Rechargeable Battery capable attaining 90% of maximum charge within 5 minutes</p> <p>Operation control shall be both manual trigger on hand grip buttons and by remote controller</p>	No.			
61	Field Mobile Tough Notebook Computer	<p>Field Mobile Tough Notebook Computer</p> <p>Fully Rugged Tough Notebook/Laptop Computer designed for Military Police, Fire professionals with 13.3inch Display/Screen with the following specifications:</p> <p>Microsoft Windows XP professional Intel Core 7 Duo Processor L2400 mobile technology (2MBL2 Cache, 1.66 GHZ, 667MHZ FSB)</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Intel 945GM Express Chipset RAM512 MB(4GB Max), UMA 128MB, 80GB Hard Drive (7200RPM) Combo Drive DVD Multi Drive Built-in-Intel PRO/Wireless 3945BG network connection 802. 11. a/b/g/weight 3.8Kg max.				
62	Unifold shelter	<p>Unifold shelter</p> <p>Foldable Fabric and Tent Frame Structure with 8 different shelter sizes ranging from 10'x6' to 11.5'x22' - ideal for decontamination, triage or command post uses; which when unfolded forms into a full enclosure comprising roof, sidewalls, floor and end walls, ready for occupation by people, equipment and supplies all assembled within seconds.</p> <p>Shall weigh less than 140lbs and capable of being stored in 6x8ft area Shall not have air power fragile mechanisms</p> <p>Shall have easy to cut access holes for below ground operations</p> <p>The unfold structure shall be foldable into a flat pancake for easy storage and transport.</p> <p>Length - 6metres</p> <p>Width - 3 metres</p> <p>Height of Side wall - 1.7 metres</p> <p>Height of apex of roof - 2.4metres</p> <p>The unfold shelter should fold into a flat pancake Max. 1.8m x 1.8m x 0.6metre thick.</p> <p>The shelter should be complete with a door, a window and clip points for hanging items.</p> <p>Material of construction should be water proof and the assembled structure shall be capable of withstanding wind speeds of 70miles per hour</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>The unit shall come complete with a re-usable storage bag for transportation and storage.</p> <p>The seams shall be reinforced with the same multilayer material for added strength.</p> <p>The bag shall have an air layer formed by corrugations to form channels between outer and inner layers for provision of air gap insulation.</p> <p>The inner and outer surfaces of the bag shall be metalized to reflect ambient heat and retain radiated body heat emissions (optimal heat absorption).</p> <p>The bag shall be fully waterproof, windproof and re-usable and shall have approximate dimensions of 84" x 36" when unfolded; and be foldable into a compact unit.</p> <p>The maximum weight of the bag shall be 0.8kg.</p>				
64(a)	Unisol Solar Lamps – JS20	<p>Unisol Solar Lamps – JS20</p> <p>Solar cell: 1 watt, No of leds:20,</p> <p>Battery: Rechargeable NimH,</p> <p>Operation:3 way Switch with Night Lamp facility,</p> <p>Accessories:A6v Electrical charger, which can be used to charge the lantern in case of deficient sunlight,</p> <p>Size:26cmx17cmx17cmLight Hours:4-5hrs</p>	No.			
64(b)	Unisol Solar Lamps – JS20- Mob	<p>Unisol Solar Lamps – JS20-Mob</p> <p>Solar cell: 1 watt, No of leds:20,</p> <p>Battery : Rechargeable NimH,</p> <p>Operation:3 way Switch with Night Lamp facility</p> <p>Accessories:A7.5v Electrical charger, which can be used to charge the lantern in case of deficient sunlight, a mobile cord will also be provided with 4 pins to charge the mobile phone</p> <p>Size:26cmx17cmx17cm</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Light Hours:4-5hrs(without using the mobile phone charging facility) Mobile Charging facility:45 minutes of mobile charging gives30-40 minute of talk time ,after which you would get 3-4hrs of light output				
64(c)	Unisol Solar Lamps –SK30	Unisol Solar Lamps –SK30 Solar cell: 1 watt, No of leds:30 Battery: Rechargeable NimH Operation:3 way Switch with Night Lamp facility Accessories:A6v Electrical charger, which can be used to charge the lantern in case of deficient sunlight Size:33cmx23cmx23cmLight Hours:4-5hrs	No.			
64(d)	Unisol Solar Lamps –SK30- Mob	Unisol Solar Lamps –SK30-Mob Solar cell: 1 watt, No of leds:30 Battery : Rechargeable NimH Operation:3 way Switch with Night Lamp facility Accessories:A7.5v Electrical charger, which can be used to charge the lantern in case of deficient sunlight, a mobile cord will also be provided with 4 pins to charge the mobile phone Size:33cmx23cmx23cm Light Hours:5-6hrs(without using the mobile phone charging facility) Mobile Charging facility:45 minutes of mobile charging gives30-40 minute of talk time ,after which you would get 4-5hrs of light output	No.			
65	Fire Sentry	Fire Sentry	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Ionization type detector complete with: Test button to check alarm circuits Low battery indicator which beeps when battery needs replacementLoud piercing (85db) horn Flashing Red LED light which indicates alarm is receiving power Twist off mounting bracket to provide fast easy installation & battery replacement 9 volt battery operated smoke alarm Model – 0914E				
66	Emergency Mobile Bridge	Emergency Mobile Bridge Emergency Mobile Bridge with the following specifications: Capacity 50 Tons (50,000 Kgs) Length/span -26 metres Long Construction type Hole & PegMaterial - Aluminium Alloy Construction time - 4 Hours The kit shall also allow for cross linkage to give any variation in width up to 26 Meter width to create a bridge of 26 metres long x 26 meters wide	No.			
67	Floto-pump	Floto-pump Pressure to 105 PSI Capacity to 140 GPM Forestry (HP) Pressure to 170PSS Capacity to 60 GPM 8 HP/133CC	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		4.7(1h-1.5h)				
68	Lifebuoy used with remote control	Lifebuoy used with remote control Size 200x207x120 (mm) 2.5 Knots DC700 4 Blades 6CH Digital FM Radio Control NI-MH (6 CELL)7.2 VCD 3800mA NI-MH 12DC (INPUT)	No.			
69	Fire Mobile crane	Fire Mobile crane Horizontal and Vertical system (For high rise building fire and limited working space/limited access where fire trucks cannot access)	No.			
70	Mammoth Matting	Mammoth Matting Shall be made from polypropylene/reinforced rubber with high strength, durability and resistance against chemicals and uv lights complete with framework of 6x15mm steel beams with wood timber inserts Measuring 4m wide and 30m long Capable of climbing steep gradients up to 25 degreesCapable of being used on all types of soil Capacity :60 tons	No.			
71	Aluminium truck way Matting	Aluminium truck way Matting Sheet dimension Width : 4590mm Length :17 metres	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Capacity :60 tons Material should be aluminium Anchoring Pin/Hole/Steel locking bolt on road surface side of matting				
72	Location/Monitoring system	Location/Monitoring system The search cam system combines a miniature video camera with a spotlight as well as a sensitive microphone to provide rescuers to look and listen into the voids of a collapsed structure	No.			
73 (a)	Pyrogen fire Suppression Generators(Ex Series)	Pyrogen fire Suppression Generators(Ex Series) EXA – Z1 :Aerosol Mass, 100g Generator mass: 1.0 Max. protected Volume, 1 m ³ Length: 122mm Diameter: 64mm Canister Material S/S, Nozzle Outlet Lateral Discharge Time, 30s. Ignition Resistance 2.0-3.0, Minimum all fire current :1.2@12ms, Minimum Activation Voltage :3.6Vdc	No.			
73 (b)	Pyrogen fire Suppression Generators	Pyrogen fire Suppression Generators EXA – 10R :Aerosol Mass, 1000g Generator mass 9.3 Max. protected Volume, 10m ³ Length: 200mm	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Diameter: 220mm Canister Material M/S, Nozzle Outlet Radial Discharge Time: 30s. Ignition Resistance: 2.0-3.0 Minimum all fire current :1.2@12ms Minimum Activation Voltage :3.6Vdc				
73(c)	Pyrogen fire Suppression Generators	Pyrogen fire Suppression Generators EXA – 50 :Aerosol Mass, 5000g Generator mass 28.5 Max. protected Volume, 50 m ³ Length: 450mm Diameter: 310mm Canister Material M/S, Nozzle Outlet Lateral Discharge Time: 50s Ignition Resistance: 2.0-3.0 Minimum all fire current :1.2@12ms Minimum Activation Voltage :3.6Vdc	No.			
74	Emergency Security Safety Barriers	Emergency Security Safety Barriers Type: NMSB XVI 16` Mobile Hydraulic-dual buttress housing barrier system. Deployment Positioning: Once mobilized at site, to be lowered in position by 3(one front & two rear) manual jacks, leveled utilizing levelers at base barrier. Should consist of four (4) concrete jersey barrier, two (2) units placed behind each of the two Mobile/portable	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>integrated buttress housing totaling a weight of 18,000 lbs with four concrete barriers.</p> <p>Road Blockers Physical dimensions : HPU Cabinet - 640/940mm W x 670mm D x 1300mm H</p> <p>2m Road blocker - 2510mm W x 1770mm D x 1000mm H</p> <p>Road Blockers Basic Power requirements: 3-Phase 415VAC, 50Hz, 20 amps (other voltages are available) Control Voltage S.E.L V 24 v</p> <p>Road Blocker Performance: Loading - 30 Tonnes</p> <p>PAS 68 Impact absorption: 1852KJ (fully operational immediately after impact)</p> <p>Full PAS 68 Classification: V/7500(N2/80/90:0/17.0 TestedModel 800mmHx2.0mW</p> <p>Road Blockers Speed of operation - typically 6 Seconds toraise or lower</p> <p>Emergency Fast Raise option - <1 second to raise</p> <p>Operating temperature range -25 deg C - +70 deg C</p> <p>Hydraulic Back Up System to provide six half cycles in the event of power failure.</p> <p>Construction: The supporting framework shall be constructed from fully welded, heavy gauge, steel angle and boxsection completely encased with steel sheets to provide a self- shuttered module.</p> <p>Sub-surface fixing points shall ensure the blocker iscompletely secured to its foundation.</p>				
75	Incinerator Assy 10,000kg	<p>Incinerator Assy 10,000kg</p> <p>CB212SW (gas fired etd/oil fire option available)</p> <p>Type: Modular multiple chambered control air</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>Capacity Ratings: @5,500 Btu/lb. waste-650 lb/hr. (300kg/hr) @8,500 Btu/lb. waste-470lb/hr (210kg/hr) @10,000 Btu/lb. waste-400lb/hr (180kg/hr) Batch Load Capacity: 120 cu. Ft. (4.5 yd³) (3.4 m³) Overall Dimensions: 14'-0" L x " -10" W x 14'-6" H (to top of SCC) Stock: Std. 8' (mounted on top of SCC-22' 6' from grade) Approx. System Weight: 38,300 lbs Required Fuel(NG/ LPG): 4.5 MMBTU/hr @11-14" w.c. @ 3" header Required Electrical Supply: 230/460", 30, 60 Hz (50 Hz & alt. voltage available) 30/20 amp@ single point connection (45/27 amp with loader option) Primary Chamber Volume: 212 cu. Ft Hearth Area: 43 sq. ft. Secondary Chamber Volume: 162.5 cu ft. Primary Burners Capacity: 2 x 750,000 Btu/hr (modulated control) Secondary Burner Capacity: 3,000,000 Btu/hr (modulated control) Charging/Cleanout Door: 64 in id opening (manual hinged type) Combustion Air Supply: 1700 scfm (std-7.5hp. 230/460V. 30) Construction: 230' A36CS plate shells 250" x 3" FB reinforcement 6", 10.5# A36 channel skid frame 5" 3000' F cast refractory firing 1" 1900" F insulation Stack: 32" od x 26" id x 48" L (qty. 2 std.) 10ga. A36CS shell 3" 2400" FLW1 castable</p>				

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Approx. weight-225 lb./ft Optional Hydraulic Ram Loader System: to enable intermittent continuous charging Charging Hopper Volume: 30 cu. Ft. Waste Carts: 20 cu. Ft. poly type 2 std. w/cart tipper option Charging Door: Hydraulic actuated refractory lined guillotine type Cleanout: Manual via rear hinged access door Hydraulic Power Unit: 5hp, 230/460 V, 30 Loader System Dimensions: 9'-10" L x 9.5" W x 6'-4" H Approx. Weight: 5,500 lbs.				
77	Emergency suction delivery hose	Emergency suction delivery hose Shall be made from PU with highly chemical resistant hose of 2" diameter at suction and 10m length Shall be UV stabilized Complete with male /female camlock	No.			
78	Trailer mounted communication system complete with station electronic equipment	Trailer mounted communication system complete with station electronic equipment Interoperability system capable of patching 700MHz, 800MHz, UHF and VHF frequencies together without reprogramming and ability to dispatch trailer using system as a console Shall have extensive storage for critical response equipment and accessories Length:14ftWidth:7ft	No.			
79		Field mobile hospital The Field Hospital system complex shall consist of the following elements:	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>One Operating Theatre (Surgical) Module installed into two Rigid purpose built ISO Containers. The Module provides an autonomous surgical operating theatre complete with operating facilities, and Air- conditioning.</p> <p>One Pre Op Container Installed into a single ISO Container. The shelter provides autonomous intensive care facilities complete with facilities and air-conditioning to meet the standards for intensive care in a mobile environment.</p> <p>One Medical Staff Preparatory Container in a single ISO Container.</p> <p>One Generator Container</p> <p>One Utilities Container providing Water and Waste Management</p> <p>Three inflatable Ward Tents 7m x 5m x 2.5m One inflatable Ward Tent 5m x 5m x 2.5m Three inflatable Ward Tent 17m x 8m x 4m</p>				
80	Floor Material- Tarpaulin (4mx5m)	<p>Floor Material- Tarpaulin (4mx5m)</p> <p>heavy weight PVC-tarpaulin</p> <p>Permanently flame retardant material - flame-retardant properties able to persist after soaking or washing.</p> <p>Length :65m</p> <p>width: 250cm</p> <p>density:720 g/m²thickness: 3mm</p> <p>100% recyclable synthetic material capable of flatness after roll-out, dimensional stability, wear & tear resistance, c/w accessories</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
81	Trailer mounted automated latrines complete for four people c/w generator andlights	<p>Trailer mounted automated latrines complete for four people c/w generator and lights</p> <p>Manufactured from Structural Grad Aluminium</p> <ul style="list-style-type: none"> · Height Internal 2.2mOverall 2.6m · Width 2.4m · Depth 2.0m · Weight 700kgs · POWER:10amp power outlet · WATER: Mains water pressure (Gravity Feed - needs 6m head) · DRAINAGE: Sewer / Septic Connection (optional) <p>Macerating pump via hose to waste holding tank</p> <p>Capable of pumping waste to 50m from unit and up to 11m above the unit</p>	No.			
82	Winch	<p>Winch</p> <p>Vehicle-Recovery Winch</p> <p>for heavy winching needs</p> <p>Shall have (5,440 kg) pulling capacity</p> <p>Shall come with 125' of 3/8" (38 m of 9.5mm) wire ropeand roller fairlead</p> <p>Remote with 12' (3.7 m) lead</p>	No.			
83	Crane	<p>Crane</p> <p>Hoisting capacity: 10 tonnes</p> <p>Crane span: 19 ± 0.2metres</p> <p>Longitudinal travel of crane: 70± 0.5metres</p> <p>Lifting range: 6.5metres(hook height)</p> <p>Main hoist speed: 3.0m/min Long travel</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		speed: 20.0m/min Cross travel speed: 16.0m/min Creep speed: pre-settable minimum 10% to 100% in steps of 10% full speeds by VVVF Duty class of crane(as per IS:807-206): M7 Shall come complete with : Bridge structure with platform and hand railing Travelling mechanism for long and cross travel shall include wheels, runway rails, end stops with spring/rubber buffers and wheel stops Trolleys Hoisting mechanism Service platform on both sides of crab girder Brake mechanism for long travel, cross travel and hoisting Pendant control and wireless remote operation for all movements Electric motors, control gear and switch gear AC variable frequency controls for all motions of the crane Lighting fixtures and accessories for cranes Earthing for all electrical equipment in the crane				
84	Field kitchen trailer	Field kitchen trailer Shall consist of: 1 x 150 Litre Double Walled Kettle 2 x 20 Litre Water Heaters Revised Chassis with Height Adjustable Tow Bar Equipment for Diesel Operation (including upgraded burner)	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>Platform for Carrying a Generator Generator Cover</p> <p>Spare Tyre & Wheel Wedge Toolset</p> <p>Shelter/Transportation Cover – Military Green (or UN White)</p> <p>Optional LPG Variant</p> <p>ses Liquid Petroleum Gas (LPG)</p> <p>as Pressure 2 Bar, Max Flow 2.1 kg/h</p> <p>rnner Equipped with Power Control/Shut-off Valve, Flame Safety Device and Pierzo-electric Ignition</p> <p>as Burner Made of Stainless Steelurner is Installable without Tools.</p> <p>Gas Pipe with Quick Connector</p> <p>as Tubing and Valves Installed on Trailer Body</p> <p>as Cylinder Holder in Front of Trailer. Position for Two (2) x 11Kgs Gas Cylinders</p> <p>essure Regulator for Gas Cylinder with Press-on Valve, diam 35mm according to EN 12864</p> <p>E Marked and Type Approved in Accordance with Gas ApplianceDirective 90/396/EEC</p>				
85	Syphon Hose	<p>Syphon Hose</p> <p>is used with boats, autos, lawn mowers, tractors, motorcycles, stopped up sinks and tubs, water beds, aquarium and fish tank maintenance, ponds, pools, hot tubs and home brewery's to safely transfer gasoline, diesel fuel, kerosene, light weight oil, water, thinners, paint and more</p> <p>Either Self-Priming Syphon Hose or manual suction siphon, it shall come with:</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		6 feet of FDA grade poly tubing, hose adaptor and High quality brass fitting for excellent longevity Shall have a 3-1/2 gallon per minute flow rate, depending on the liquid being transferred.				
86	Vaccine refrigerator	<div> <div>Model</div> <div>AC (Mains) DC(Solar)</div> <div>W: 89cm 89cm Size (cm): H: 185cm 185cm</div> <div>D: 76cm</div> <div>Gross storage capacity (litres): 124L</div> <div>Vaccine storage capacity (litres): 99L</div> <div>Holdover time 43°C: 250 hours</div> <div>(>10 days) Days</div> <div>Holdover time 32°C: 309 hours (>12 days)* hours</div> <div>43°C arrayPower consumption: dep supply per day supply per day</div> <div>32°C < 4 hours</div> <div>Solar < 2½ hours geographic</div> </div>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Minimum rated ambient temperature: 10°C 5°C Refrigerant: R134a R600a (CFC free) (CFC/HFC) Insulation: CFC/HFC free CFC/HFC				
87	3 way valve	3 way valve The purpose of a 3-way control valve is to shut off water flow in one pipe while opening water flow in another pipe, to mix water from two different pipes into one pipe, or to separate water from one pipe into two different pipes. Shall have capacity of air supply pressures up to 5.0 bars (72 psig),allowing valve shutoff at high pressure drop A 3-way valve shall be provided with an electrical, pneumaticor thermal actuator. Valve Body Size; DN 25, 40, 50, 80, 100 Pressure Rating: PN 10 / 16 / 25 / 40 per EN 1092-1 End Connections: Flanged raised face per EN 1092-1 Valve Body Materials:1.0619 steel 1.4409 stainless steel Bonnet Materials:1.4409 stainless steel Flow Direction: Converging and Diverging	No.			
88	Mist type nozzles	Mist type nozzles Stainless steel/ Brass body Connecting thread:1/8 Flow rate: 200 ml/min Spray angle:18°	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
89	Firefighting motorcycle	<p>Firefighting motorcycle</p> <p>Propellant: Compressed atmospheric air</p> <p>Pressure source: 6.8 litres breathing apparatus tank made of aluminium inner and carbon composite outer for 300 bar pressure</p> <p>Working pressure: Preset at 20 bars Nozzle: dual nozzle</p> <p>Nozzle pressure: 13 bars</p> <p>Lance measurements: 104 cm long, 4 kg</p> <p>Spray options: Micro-drops or jet stream of aspirated foam as selected by operator with instant change</p> <p>Stream options: Continues stream or manual pulsing Range: 11 meters</p> <p>Drop size (micro-drops): 7-100 microns Water/foam tank: 2 x 25 liter stainless steel water/foam tanks, sufficient for 136 seconds on constant spray</p> <p>Flow: 22 liters per min. (micro-drops), 110 liters per min. (aspirated foam)</p> <p>Recommended foam solution: 3% AR-AFFF (alcohol resistant) foam solution, premixed in water</p> <p>Foam expansion rate: Low expansion rate, approximately 1:5 Hose: 30 meter ½” hose on reel with manual rewind</p> <p>Hose type: Oil and temperature resistant (-40° C up to +100° C) according to EN 854</p> <p>Corrosion resistance: Water tank – stainless steel type 1.4462 (werkstoff no.)/ UNS S 31803 (ASTM)</p> <p>Safety features: Two pressure safety valves (26 bars and 40 bars) Non-return valve between pressure regulator and water/foam tank</p> <p>Accessories: Lance with cavity spear, lance with cleaning nozzle, flat jet spray adapter for penetration of forest</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>floor, filling kit, fully certified tailor-made fire suits appropriate for riding motorcycles</p> <p>Motorcycle: Model: BMW R 1200 RT - police version Engine capacity: 1,170 cc Output: 81 Kw (110 HP) at 7,500 rpm Maximum torque: 115 Nm at 6,000 rpm Dimensions (D x W x H) :223 x 91 x 143 cm Weight:359 kg (fully loaded) Driving limitations: Maximum speed limit is 180 km/h Water/foam tanks must either be completely full or completely empty when driving Riders must receive special training Regular control of technical condition of the motorcycle must be performed Firefighting capability: Able to fight class A, B, C and E fires Tested according to EN 3-7 standard Approved for electrical fires up to 10,000 volts</p>				
90	All-terrain vehicle	<p>All-terrain vehicle</p> <p>Vehicles driven like a motorcycle, but the extra wheels give more stability at slower speeds. Typically equipped with four) wheels, though six-wheel models exist for specialized applications. Engine sizes of ATVs currently range from 49 to 1,000 cc</p>	No.			
		<p>15 HP engine 220cc typical for fire fighting</p> <p>13HP Pump mounted at the rear(manual or automatic start) with output of 600 l/min at operating pressure of 8 bars</p>				

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Complete with accessories: 20m long 4 no. hermaphrodite connection delivery hoses, 2" branch nozzle, rubber lined 40m hose reel 100 litre foam tank 6 litre premix AFF 2 no portable fire extinguishers (dry powder) Fireman's axe, spanner, key and bar 7m long suction hose with strainer battery				
91	Emergency dewatering pumping units	Emergency dewatering pumping units Provides a quick and easy solution in case of flooded basements, garages and residential buildings. The kit is composed of a stainless steel drainage electric pump and a 6 meters long flexible hose complete with quick coupling, all inside a plastic box that can be used to store the kit on a shelf when not in use, or as a strainer during operation. Specifications: Head: up to 7 m Power supply: single-phase	No.			
92	Fire Ball	Fire Ball Ball-shaped extinguisher weighing 1.3 kg complete with fixing wall bracket. Shall have capacity to cover and contain fires within a space of 9.12m ² – the operational effective radius is 1.296 meters Able to have useful lifespan of 5 (five) years	No.			
93	Air Diffuser Pack	Air Diffuser Pack Contents:	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		1x Air Diffuser Machine Wall Mounted 2x40m Refills Containing Solution 2xWick to insert into each refill. Made of lime wood and shall have polyester powder coated white/silver finishes Shall come in 2-10pack packaging complete with non-visiongrilles(satin silver finish) Packaged in shrink wraps and fitted with removable plastic covers Complete with opposed blade dumpers Plenum boxes shall be made of polystyrene and galvanized sheet steel				
94	De watering pumps for flooding heavy duty trailer mounted	De watering pumps for flooding heavy duty trailer mounted Available in 4x4, 6x6 and 8x8-inch versions, automatic, dry-priming trash pump for contractors, dewatering firms, sewage-bypass operations, mine or quarry operators, municipalities, and industrial operations. Units shall be self-contained in either skid or trailer configurations Range : 0.75 Hp To 75.0 Hp Head : Up To 100 Mtr. Capacity : Up To 450 M3/Hr Solid Size: Up To 35 Mm (Suspended Solid) Speed : 2850 Rpm/1440 Rpm Control : Thermistor & Moisture (Optional) Material Of Construction Pump Casing : C.I. /S.S./ Alu.(Optional) Impeller :	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Maximum power: 10 HP (7.46kW) Engine : 2-cycle, air cooled single cylinder with cast iron sleeve Starting system: Recoil with backup manual rope starter Ignition system: Electronic ignition Stroke: 2.40" (61 mm) Bore: 2.44" (62 mm) Displacement:185 cc (11.29 cubic inches) Lubrication :Oil in fuel mixture				
97	Multi Power Mobile Fire Pump	Multi Power Mobile Fire Pump Pump unit specifications <ul style="list-style-type: none"> •12-16, detachable 4-stage centrifugal pump end •Quick release pump clamp •Lightweight aluminium alloy pump parts •Anodized pump parts for corrosion resistance •Stainless steel shaft •Mechanical rotary seal •Automatic overspeed safety switch •Painted steel frame •2" (51mm) suction threads •1 ½" (38mm) discharge threads •Fuel consumption 4.5 L hour) Length 23" (58cm) Width 12" (31cm) Height 16 ¼" (41cm) Weight58lbs (26.3kg)	No.			
98	Portable Fire Detector Tester	Portable Fire Detector Tester Wireless and battery powered complete with protective carrying bag Made of fibre glass with four section telescopic pole complete with extension pole	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Shall have a universal detector removal tool and aerosol smoke dispenser Capable of detecting fixed temperature to rate of rise and combination up to 90 ⁰ C Shall have capacity to remove, replace and test smoke detector up to 23 ft.				
99	Air Tent For Disaster Control Point	Air Tent For Disaster Control Point Shall be made from highly breathable and strong cotton /polyester fabric Heavy duty 75-150D fabric with fully taped seams Shall have 4-8 persons capacity Shall have 1 door per 1 room and 4 mesh windows Complete with internal pre-attached pole system	No.			
100	Petrol Engine Driven Water Pump 2" BSP	Petrol Engine Driven Water Pump 2" BSP 4 stroke unleaded petrol engine pump with recoil start Can only be used for pumping clean water. (Water not for human consumption) 4.0 HP pump rating giving very fast flow rates of up to 500 Litres/minute Total head 26 metres (wet line), 7 metres suction lift (dry line) 2.5 litre unleaded petrol reservoir 2" BSP hose tails plus suction strainer Dimensions: 515mmW x 385mmD x 450mmH Total dry weight: 22 kg	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
101 (a)	Cold fire extinguishers 9.5 Litres Cold fire extinguisher	Cold fire extinguishers	No.			
		<p>9.5 Litres Cold fire extinguisher</p> <ul style="list-style-type: none"> UL Classified Wetting Agent for Class A and B fires. EPA-SNAP (Significantly New Alternative Policy Program) <p>Listed.</p> <ul style="list-style-type: none"> Capable of suppressing multiple classes of fire ABDK Fires Considered an acceptable substitute to toxic foams and Halon. <ul style="list-style-type: none"> Non Toxic. Non Corrosive—product can be dumped directly into booster tank. No need to flush out lines. <ul style="list-style-type: none"> 100% Biodegradable Unique Thermal Insulation capability. Helps to minimize heat exhaustion. <ul style="list-style-type: none"> Prevents re-ignition when properly applied. Encapsulates and breaks down hydrocarbons thereby reducing hydrocarbon smoke and increasing visibility. <ul style="list-style-type: none"> Enhances penetration capability of water, extinguishing the fire faster, using less water , thereby reducing water damage and water supply needs. No messy Cleanup is Required. Cold fire is non-slip. 				

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Indefinite Shelf Life when stored in closed container				
(b)	5.7 liters Cold fire extinguisher	<p>5.7 liters Cold fire extinguisher</p> <ul style="list-style-type: none"> UL Classified Wetting Agent for Class A and B fires. EPA-SNAP (Significantly New Alternative Policy Program) <p>Listed.</p> <ul style="list-style-type: none"> Capable of suppressing multiple classes of fire ABDK Fires Considered an acceptable substitute to toxic foams and Halon. Non Toxic. Non Corrosive—product can be dumped directly into booster tank. No need to flush out lines. 100% Biodegradable Unique Thermal Insulation capability. Helps to minimize heat exhaustion. Prevents re-ignition when properly applied. Encapsulates and breaks down hydrocarbons thereby reducing hydrocarbon smoke and increasing visibility. Enhances penetration capability of water, extinguishing the fire faster, using less water , thereby reducing water damage and water supply needs. No messy Cleanup is Required . Cold fire is non-slip. <p>Indefinite Shelf Life when stored in closed container</p>	No.			
(c)	Heavy duty steel mounting brackets above Units	Heavy duty steel mounting brackets above Units	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
(e)	4 Litre Extinguisher	<p>4 Litre Extinguisher</p> <p>UL Classified Wetting Agent for Class A and B fires.</p> <p>*EPA-SNAP (Significantly New Alternative Policy Program) Listed.</p> <ul style="list-style-type: none"> ▪ Capable of suppressing multiple classes of fire ABDK Fires <p>*Considered an acceptable substitute to toxic foams and Halon.</p> <ul style="list-style-type: none"> ▪ Non Toxic. <p>*Non Corrosive—product can be dumped directly into booster tank. No need to flush out lines.</p> <ul style="list-style-type: none"> ▪ 100% Biodegradable <p>*Unique Thermal Insulation capability. Helps to minimize heat exhaustion.</p> <p>*Prevents re-ignition when properly applied.</p> <p>*Encapsulates and breaks down hydrocarbons thereby reducing hydrocarbon smoke and increasing visibility.</p> <p>*Enhances penetration capability of water, extinguishing the fire faster, using less water, thereby reducing water damage and water supply needs.</p> <p>*No messy Cleanup is required.</p> <p>*Cold Fire is non-slip.</p> <p>*Indefinite Shelf Life when stored in closed container</p>	No.			
(f)	3 Litre Extinguisher	<p>3 Litre Extinguisher</p> <p>*UL Classified Wetting Agent for Class A and B fires.</p> <p>*EPA-SNAP (Significantly New Alternative Policy Program) Listed.</p> <p>*Capable of suppressing multiple classes of fire ABDK Fires</p> <p>*Considered an acceptable substitute to toxic foams and</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Halon. ▪ Non Toxic. *Non Corrosive—product can be dumped directly into booster tank. No need to flush out lines. ✦ 100% Biodegradable ✦ Unique Thermal Insulation capability. Helps to minimize heat exhaustion. ✦ Prevents re-ignition when properly applied. ✦ Encapsulates and breaks down hydrocarbons thereby reducing hydrocarbon smoke and increasing visibility. ✦ Enhances penetration capability of water, extinguishing the fire faster, using less water, thereby reducing water damage and water supply needs. ✦ No messy Cleanup is required. ✦ Cold fire is non-slip. Indefinite Shelf Life when stored in closed container				
(g)	2 Litre Extinguisher	2 Litre Extinguisher ✦ UL Classified Wetting Agent for Class A and B fires. ✦ EPA-SNAP (Significantly New Alternative Policy Program) Listed. ✦ Capable of suppressing multiple classes of fire ABDK Fires ▪ Considered an acceptable substitute to toxic foams and Halon. ✦ Non Toxic. ✦ Non Corrosive—product can be dumped directly into booster tank. No need to flush out lines. ✦ 100% Biodegradable ✦ Unique Thermal Insulation capability. Helps to minimize heat exhaustion. ✦ Prevents re-ignition when properly applied.	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<ul style="list-style-type: none"> ✦ Encapsulates and breaks down hydrocarbons thereby reducing hydrocarbon smoke and increasing visibility. ✦ Enhances penetration capability of water, extinguishing the fire faster, using less water, thereby reducing water damage and water supply needs. ✦ No messy Cleanup is required. ✦ Cold fire is non-slip. Indefinite Shelf Life when stored in closed container				
(h)	1 Litre Extinguisher	1 Litre Extinguisher <ul style="list-style-type: none"> ✦ UL Classified Wetting Agent for Class A and B fires. ✦ EPA-SNAP (Significantly New Alternative Policy Program) Listed. ✦ Capable of suppressing multiple classes of fire ABDK Fires ▪ Considered an acceptable substitute to toxic foams and Halon. ✦ Non Toxic. ✦ Non Corrosive—product can be dumped directly into booster tank. No need to flush out lines. ✦ 100% Biodegradable ✦ Unique Thermal Insulation capability. Helps to minimize heat exhaustion. ✦ Prevents re-ignition when properly applied. ✦ Encapsulates and breaks down hydrocarbons thereby reducing hydrocarbon smoke and increasing visibility. ✦ Enhances penetration capability of water, extinguishing the fire faster, using less water, and thereby reducing water damage and water supply needs. ✦ No messy Cleanup is required. ✦ Cold Fire is non-slip. 	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Indefinite Shelf Life when stored in closed container				
(i)	50 Kg Cold Fire Trolley Type Fire Extinguisher	50 Kg Cold Fire Trolley Type Fire Extinguisher <ul style="list-style-type: none"> ✦ UL Classified Wetting Agent for Class A and B fires. ✦ EPA-SNAP (Significantly New Alternative Policy Program) Listed. ✦ Capable of suppressing multiple classes of fire ABDK Fires ▪ Considered an acceptable substitute to toxic foams and Halon. ✦ Non Toxic. ✦ Non Corrosive—product can be dumped directly into booster tank. No need to flush out lines. ✦ 100% Biodegradable ✦ Unique Thermal Insulation capability. Helps to minimize heat exhaustion. ✦ Prevents re-ignition when properly applied. ✦ Encapsulates and breaks down hydrocarbons thereby reducing hydrocarbon smoke and increasing visibility. ✦ Enhances penetration capability of water, extinguishing the fire faster, using less water, thereby reducing water damage and water supply needs. ✦ No messy Cleanup is Required . ✦ Cold Fire is non-slip. ✦ Indefinite Shelf Life when stored in closed container 				
(j)	Mounting Brackets for	Mounting Brackets for Above units	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
	Above units					
102 (a)	Cold Fire Foaming Nozzle	Cold Fire Foaming Nozzle Short to medium range of up to about 10 feet and is typically used primarily by professionals. Recommended use of this nozzle is only for specifically trained personnel.	No.			
(b)	Cold Fire Wand Nozzle	Cold Fire Wand Nozzle Made to fight fires at a very close distance and is typically used primarily by professionals. Recommended use of this nozzle is only for specifically trained personnel.	No.			
(c)	Cold Fire Aspirating Nozzle	Cold Fire Aspirating Nozzle Helps aerate when spraying and by doing so makes more foam. Together with standard units and at the correct pressure, it can be used to spray up to about 20 feet. This is the most user friendly and versatile nozzle, which makes it the most, recommended one for general use.	No.			
103	Cold fire Spray	Cold fire Spray Easy to use spray can Lightweight, convenient size Environmentally safe! No fumes or odors Biodegradable, nontoxic, non-corrosive Leaves no mess, stain or residue! No special cleanup required Prevents re-ignition Quickly and effectively suppresses: Class A (wood/paper/furnishings) & Class B (grease/oil) spot fires	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Used on surfaces such as wood, paper, cotton, furnishings, fabrics, carpeting, curtains, packaging materials and storage boxes Kitchen stove grease fires; barbeque grill flare-ups;				
(a)		fireplace sparks and embers; fires ignited by candles; cigarettes/cigar fires; campfires; car, boat use Available in the following sizes: Cold Fire Ultimate Spray Can (340g)				
(b)	Cold Fire Pre- Mix 1 Litre Pump Spray	Cold Fire Pre-Mix 1 Litre Pump Spray	No.			
(c)	0.5 Litres Spray Can Holster	0.5 Litres Spray Can Holster made from 100% real leather, nylon threads or metal studs	No.			
(a)	Cold Fire Concentrate 1 Litre Ext. Refill	Cold Fire Concentrate 1 Litre Ext. Refill This concentrate will refill a 9.5 litres extinguisher a 10% mixture for fire suppression and ultimate cooling properties	No.			
(b)	Cold Fire Concentrate 20 Litres Bucket	Cold Fire Concentrate 20 Litres Bucket <ul style="list-style-type: none"> • Appearance Clear mobile liquid • Environmentally safe! No fumes or odors • Specific gravity @ 20°C 0.99-1.01 • PH 7.5-9 • Viscosity @ 20°C 2 Cp • Maximum continuous storage 50°C • Maximum intermittent storage 60°C • Effect of freeze/thaw is None 	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<ul style="list-style-type: none"> Lowest use temperature 0°C Sediment as shipped 0.1% Sediment after ageing 0.1% Inductions Rate 3% Expansions Ratio 7:1 Drainage Time 25% for 3 Minutes				
(c)	Cold Fire Concentrate 210 Litres Drum	Cold Fire Concentrate 210 Litres Drum <ul style="list-style-type: none"> Appearance Clear mobile liquid Environmentally safe! No fumes or odors Specific gravity @ 20°C 0.99-1.01 PH 7.5-9 Viscosity @ 20°C 2 Cp Maximum continuous storage 50°C Maximum intermittent storage 60°C Effect of freeze/thaw is None Lowest use temperature 0°C Sediment as shipped 0.1% Sediment after ageing 0.1% Inductions Rate 3% Expansions Ratio 7:1 Drainage Time 25% for 3 Minutes 	No.			
104 (a)	Fire Block	Fire Block a specially formulated, environmentally friendly product which is used to retard fire in all Class A materials. It forms a thermal insulation barrier that prevents dangerous flames from spreading. Fire Block also inhibits the development of toxic hydrocarbon smoke Available in the following sizes: PH : 7.0 Concentrate Boiling Point : 212°F	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Shelf Life: Indefinite when stored in closed containers between 28°F - 120°F Biodegradability : 100% in 21 days under ideal conditions Fire Block 1 Litre				
(b)	Fire Block 20 Litres Bucket	Fire Block 20 Litres Bucket	No.			
(c)	Fire Block 210 Litres Drum	Fire Block 210 Litres Drum	No.			
105	Motor Max	Motor Max Works to reduce water temperature, the temperature of internal engine components, it minimizes hot spots in engines, and in turn the passenger compartment and engine bay temperatures are reduced Non-toxic and biodegradable. It is non-corrosive and compatible with all internal engine parts, seals, hoses and accessory components. pH: pH is neutral 7.0 Flash Point: Negligible Boiling Point: 400°C Odor: Mild, fresh scent. Does not contain d-limonenes Appearance: Opaque in color Water Solubility: Complete Shelf Life: Indefinite when stored in closed containers between 28°F - 120°F Available in the following capacities: Motor Max 1 Litre Bottle Works to reduce water temperature, the temperature of internal engine components, it minimizes hot spots in engines, and in turn the passenger compartment and engine	No.			
(a)						

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		bay temperatures are reduced Non-toxic and biodegradable. It is non-corrosive and compatible with all internal engine parts, seals, hoses and accessory components. pH: pH is neutral 7.0 Flash Point: Negligible Boiling Point: 400°C Odor: Mild, fresh scent. Does not contain d-limonenes Appearance: Opaque in color Water Solubility: Complete Shelf Life: Indefinite when stored in closed containers between 28°F - 120°F				
(b)	Motor Max 20 Liters Bucket	Motor Max 20 Liters Bucket Works to reduce water temperature, the temperature of internal engine components, it minimizes hot spots in engines, and in turn the passenger compartment and engine bay temperatures are reduced Non-toxic and biodegradable. It is non-corrosive and compatible with all internal engine parts, seals, hoses and accessory components. pH: pH is neutral 7.0 Flash Point: Negligible Boiling Point: 400°C Odor: Mild, fresh scent. Does not contain d-limonenes Appearance: Opaque in color Water Solubility: Complete Shelf Life: Indefinite when stored in closed containers between 28°F - 120°F	No.			
106	Odor Seal	Odor Seal	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>100% Plant and Water based solution that encapsulates odor producing sources eliminating the odor immediately. It is also is a great Degreaser.</p> <p>It breaks down grease and eliminates grease odors.</p> <p>Available in the following capacities: PH 7.5 in concentrate form</p> <p>Boiling Point 212°F</p> <p>Order : Mild fresh scent. Does not contain d-limonene's</p> <p>Shelf Life: Indefinite when stored in closed containers between 32°F and 120°F</p> <p>Biodegradability : 100%</p> <p>Oil Emulsification</p>				
(a)	Odor Seal 1 Litre	<p>Odor Seal 1 Litre</p> <p>100% Plant and Water based solution that encapsulates odor producing sources eliminating the odor immediately. It is also is a great Degreaser.</p> <p>It breaks down grease and eliminates grease odors.</p> <p>Available in the following capacities: PH 7.5 in concentrate form</p> <p>Boiling Point 212°F</p> <p>Order : Mild fresh scent. Does not contain d-limonene's</p> <p>Shelf Life: Indefinite when stored in closed containers between 32°F and 120°F</p> <p>Biodegradability : 100%</p> <p>Oil Emulsification</p>				
(b)	Odor Seal 20 Litres Bucket	<p>Odor Seal 20 Litres Bucket</p> <p>100% Plant and Water based solution that encapsulates odor producing sources eliminating the odor immediately. It is also is a great Degreaser.</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>It breaks down grease and eliminates grease odors. Available in the following capacities: PH 7.5 in concentrate form</p> <p>Boiling Point 212°F</p> <p>Order : Mild fresh scent. Does not contain d-limonene's</p> <p>Shelf Life: Indefinite when stored in closed containers between 32°F and 120°F</p> <p>Biodegradability : 100%</p> <p>Oil Emulsification</p>				
(c)	Odor Seal 210 Liters Drum	<p>Odor Seal 210 Liters Drum</p> <p>100% Plant and Water based solution that encapsulates odor producing sources eliminating the odor immediately. It is also is a great Degreaser.</p> <p>It breaks down grease and eliminates grease odors. Available in the following capacities:</p> <p>PH 7.5 in concentrate form</p> <p>Boiling Point 212°F</p> <p>Order: Mild fresh scent. Does not contain d-limonene's</p> <p>Shelf Life: Indefinite when stored in closed containers between 32°F and 120°F</p> <p>Biodegradability : 100%</p> <p>Oil Emulsification</p>	No.			
107	John Dee Firefighting Engine	<p>John Dee Firefighting Engine</p> <p>1500 CREW EXPRESS4X4 (140 in WB 5 FT 7 IN box)</p> <p>5.7L V8 HEMI MDS VVT Engine</p> <p>6-Spd Automatic 65RFE Transmission</p> <p>Monotone Paint</p> <p>Cloth 40/20/40 Bench Seat - Black/Diesel Gray</p> <p>Class IV Receiver Hitch</p>	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Rear Back-up Camera Air Suspension - 4-Corner 32 Gallon Fuel Tank Anti-Spin Differential Rear Axle Premium Display Package Popular Equipment Group Power Black Trailer Tow Mirrors Remote Start and Security Group Trailer Brake Control Dealer added Sport Hood upper glove box door sport headlights				
108 (a)	Agro Tunnel C/w 1000 Litres Portable Water Tank	Agro Tunnel C/w 1000 Litres Portable Water Tank	No.			
(b)	Inflatable Cold Storage	Inflatable Cold Storage Suitable for storage ,production, packaging and preparing food during emergencies 3 sizes-single, double and triple Single 4.8m x 6.8m x2.8m Double 9.8m x 6.8m x2.8m Triple 14.4m x 6.8m x2.8m Assembly time 1 ½ hours Power supply needed 32amp single phase or 16amp 3 phase Chill temp +2°C t0 +8°C	No.			
(c)	Green House Kit Assy	Green House Kit Assy (Width x Length) 8 1/2' x 6 1/2', 8 1/2' x 10', and 8 1/2' x 14' shall include a PVC frame and 6 mil thermal polyethylene plastic covering (both UV protected), exhaust fan, hinged door with lockable latch, built-in shelving, and anchors	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
(d)	Green house Irrigation Kit	Green house Irrigation Kit Perfect for the average 8' x 6' greenhouse. Shall contain a pressure reducing connector, 20m of hose, two Aqua Pods, and 10 stakes. This kit will water up to four growing bags or 10 individual plants.	No.			
(f)	Dam/Pond lining	Dam/Pond lining Are used primarily to prevent the loss of water from storage ponds and dams. These storage ponds can be for dairy farm waste ponds, stock watering, irrigation and firefighting <input type="checkbox"/> shall be able to: withstand severe heat temperature fluctuations (- 45°C to +130°C) <input type="checkbox"/> Withstand prolonged ozone exposure to the sunlight <input type="checkbox"/> Combine strength and durability <input type="checkbox"/> Puncture resistant-UV treated <input type="checkbox"/> Elongation of 400% (Flexible able to conform over rocks) <input type="checkbox"/> Tear resistant <input type="checkbox"/> Fish and Plant friendly <input type="checkbox"/> Environmentally friendly (should not break down underneath the ground)	No.			
(g)	Water pump Petrol engine	Water pump Petrol engine 4 stroke unleaded petrol engine pump with recoil start Can only be used for pumping clean water. (Water not for human consumption) 5.0 HP pump rating giving very fast flow rates of up to 500 Litres/minute Total head 26 metres (wet line), 7 metres suction lift (dry line)	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		2.5 litre unleaded petrol reservoir 2" BSP hose tails plus suction strainer Dimensions: 515mmW x 385mmD x 450mmH Total dry weight: 22 kgs				
(h)	Delivery Hose for (g) above	Delivery Hose for (g) above Rubber lined hose all sizes 4 bar working pressure	No.			
(i)	Ditch lining	Ditch lining Concrete canvas made of a 3-dimensional fibre matrix containing a specially formulated dry concrete mix. A PVC backing on one surface to ensure the material is water proof. Once hydrated the material remain should remain flexible and workable for 2 hours (subject to ambient temperatures) and gain 80% of its 28 day strength in the first 24 hours. 3 thicknesses, 5, 8 and 13mm. standard roll width of 1.0m 5mm mas kg/ M ² Density(unset)kg/M ³ 1500	No.			
(j)	Floating Modular cube	Floating Modular cube Dimensions L x W x H(500mmx500mmx400mm) Live load 93kgF/M ² material :HDPE Top Area 0.25 M ² Tensile strength Upper 20000N <ul style="list-style-type: none"> Heavy Duty 3/16" Aluminum Body with Roll Up Doors stainless steel running boards Two (2) rear SCBA back bucket seats 	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>EMS compartment with shelf between rear seats</p> <ul style="list-style-type: none"> • Grill Guard with 12,000-lb Winch • One (1) trailer hitch with electrical connections, rear • One (1) Single bottle Air bottle compartment, right side wheel well area • One (1) Dual bottle Air bottle compartment, right side wheel well area • Attic ladder/Pike Pole storage with rear access, upper raised area • Turtle tile on floors and /or shelves and trays of compartments • Stokes basket/backboard storage, front transverse compartment • One (1) Air bag rack, left side • Fire Extinguisher Rack, right side • One (1) Hinged Pegboard tool board, right side • Two (2) Vertical Pull out tool boards, right side <p>Floor mounted console for emergency switches with map/binder storage, cab</p> <p>Class 1 Total system manager for electrical load management on-board battery charger</p> <p>Super Auto Eject 120-volt shoreline</p> <p>Code 3 Electronic Siren with 100-watt speaker</p> <p>Two (2) Air horns, front bumper</p> <p>One (1) hand held spotlight, cab</p> <p>Four (4) 12-volt LED telescopic lights</p> <p>Smart Power Hydraulically driven 5500-watt Generator with 120-volt system</p> <p>Two (2) Electric cord reels with 100-ft of 12/3 cord and junction box</p> <p>LED Warning Light Package</p> <p>Chevron pattern striping, rear 7'</p>				

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		11" Overall height 26' 2" Overall length 200.2 " Wheelbase 84" Cab to Axle 7,000 FAWR 14,700 RAWR 19,500 GVWR				
110	Portable Data System (MRT)	Portable Data System(MRT) System Characteristics: TAMCN: A25607G NSN:7010-09-000-2546 (Block I-Disposal) NSN:7010-01-524-4120(Block II-Phasing Out MRT-A) NSN:7010-01-571-6450(Block II-Sustaining MRT-B) Spectrum: Operates per DoD Directive 4650.1 Mobility: Man-Portable Power: Internal and operating in a range of +15 to +24 Volts of Direct Current (VDC) (T). Operation will be from an external Alternating Current (AC)/DC adapter or a +15 Volts (V) battery system. The circuit steady-state voltage shall be between 23 and 33 VDC. Distance: Dependent on Laser Range Finder/Radio used Operational Mode: Day, Night, Limited-Visibility Conditions Encryption: Dependent on the radio Processor: Intel® Core™ i7processor, 64-bit architecture System Memory: 4 GB expandable to 8 GB Mass Storage: 128 GB solid state hard drive (SSHD) Display: 10.4" XGA LCD Audio: Single channel In/Out, AC'97 compatible, Integrated speakers	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		(2x) VGA Output: Via sealed HD-15 connector. Secondary display resolutions up to 1600 x 1200 pixels Video In: RS-170 analog video capture, MPEG4 hardware compression, Local playback, LAN broadcast				
111	Flammable Liquid Pumps	Deutz Vio F10L413F 188Kw @ 2300RPM Pump Tangile type CMH 80/315-5 five stage Centrifugal Pump delivering 125m3h @ 28 bar Capacity 120m ³ per hour @ 28 bar	No.			
112	CC Shelters	Pre-deployment (Crate) dimensions Unit Length (m) Width (m) Height (m) Weight (m) CCS25 2.61 2.30 1.13 1900 CCS50 2.90 2.24 1.70 3100 Post deployment dimensions Unit Length (m) Width (m) Height (m) Internal Area (m3) CCS25 5.00 5.60 2.45 25.00 CCS50 9.50 5.60 2.60 50.00 General Specifications Unit Water Requirement (L) Deployment Time (min) Cot Space Available CCS25 2.61 2.30 1.13	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		CCS50 2.90 2.24 1.70				
113 (a)	Dura line Plastic Modular Molded Cube	Standard Size: L500mm, W500mm, H400mm Weight: 7.00kg Live Load: 93kgf /about 372kgF/m2 Material: HDPE Free Board: 37.5cm Top Area: 0.25m2 Tensile Strength: Upper 20,000N	No.			
(b)	Concrete Impregnated Fabric	CC Thickness (mm) Batch Roll Size (sqm) Bulk Roll Size (sqm) Roll Width CC5 5 10 200 1.0 CC8 8 5 125 1.1 CC13 13 N/A 80 1.1	No.			
114	Emergency Bridge	Length when folded is 10.4 metres and the length when unfolded is 20 metres. The bridge is a Class 50 so it is capable of supporting 50 Tons when deployed. The width of tract being 1.14 metres wide. Track element is self- supporting; height folded is 1.55 metres and unfolded is 0.83 metres. (OPTION) Two Bridges width tol is 3.27 metres with each track being 1.14 metres wide. The resultant gap between the tracks being approximately 900mm. Each track element is self-supporting but is held in position by cross braces that link two tracks together.	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
115	Flammable Liquid Pumps	Deutz Vio F10L413F 188Kw @ 2300RPM Pump Tangile type CMH 80/315-5 five stage Centrifugal Pump delivering 125m3h @ 28 bar Capacity 120m3 per hour @ 28 bar	No.			
116	MP 2006 designed 60M tower range	a. b. c. d.	58 M-Antenna area= 6m2 2 M-Antenna diameter= 0.6m2 56M-Antenna area=6m2 0.3 M- Antenna diameter=0.07m2	No.		
117	Portable Monitoring, Recording and Data Transmitting System.	HDD rack stacked for data backup. -Built in LCD monitor for instant playback. -Unit erupted power supply for continuous operation. -Supported by 3 Axis mount for safe transportation and positioning. -Secured with a lighting rod. -Uber friendly trailer-toeing capability -Wireless video data transmission and antenna. Details -CCTV Cameras The solid uses up to 4 PTZ cameras. The built in fan/heater and the IP66 weather proof housing offers maximum protection from all weather conditions. -Wireless Antenna Wireless video data transmission and antenna	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		<p>-Warning light The light turns to red and warns the battery level status. To provide the safety and distance estimation from the following cars in driving, two backlights are equipped.</p> <p>-Landing jack The heavy duty 3 axis mount safely supports the solid during operation and transportation.</p> <p>-DVR The uninterrupted power supply and mobile DVR allows for continuous recording.</p> <p>-LCD Monitor & Keyboard All viewing operations are independently controlled with built in keyboard controller which is conveniently located and securely stored in the trailer.</p> <p>-System & Pole-moving switches For system power on/off, pull up/down and its height adjustment.</p> <p>-Copular The hauling loop is specially designed to be user friendly for trailer towing purposes.</p> <p>-Digital charging system The charging connector is easily accessible for charging and powering the solid.</p>				

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		-Taillight				
118	Air Tent For Disaster Control Point	Inspection Pole Length – Min. about 1,180 mm / Max.; Testable Detector – Heat rate of rise fixed Temperature; Smoke – Ionization Smoke Detector; Battery Charging Time 5 Hours	No.			
119	All-Terrain Vehicle	To be self-contained c/w pump driven unit, to have a 160 litre tank for water and 12 liter tank for foam. The pump to be operating at 37bar. The vehicle to be as per EN 3-7 standard	No.			
120 (a)	Hawk Thermal Imaging Camera	Detector array resolution: 640 x 512 pixels Detector pitch: 16µm Field of view: 1.8° horizontal x 1.44° vertical (narrow) 24° horizontal x 19.2° vertical (wide) continuous zoom Detector technology: CMT Band: : 3.7µm-: 4.95µm Physical dimensions: 373 x 108 x 100mm Operational temperature: 82-88K Video output: HCCIR/STANAG 3350, PAL-1 compatible Auto focus: on demand Frame rate: 25Hz Focus distance range: ∞ to 10m narrow field of view; ∞ to 10m wide field of view	No.			
(b)	Horizon Thermal Imaging Camera	Detector array resolution: 1280 x 720 (HD) Detector pitch: 12µm Field of view: 11 x 6.2° to 0.0 x 0.5° (HD) Detector technology: CMT Band: : 3.7µm-: 4.95µm	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Focal length: 80-960mm				
121	OTHER ITEMS					
	a.	Water bottles complete with carrier	No.			
	b.	Knapsack food containers with a capacity of 20kg	No.			
	c.	Canvas floor material	No.			
	d.	Stretcher foldable	No.			
	e.	10000ltrs bladder tank complete with fittings	No.			
	f.	80000ltrs bladder tank complete with fittings	No.			
	g.	40000ltrs bladder tank complete with fittings	No.			
	h.	Hydromaster Propelling Unit	No.			
	i.	Rubber speed hump	No.			
	j.	Cabin pressure test trolley	No.			
	k.	Flexible Delineator Post	No.			
	l.	Crash cushion system	No.			
	m.	End Terminal (material SS400)	No.			
	n.	Rolling Guard Barrier	No.			
	o.	Plastic Jersey Barrier	No.			
	p.	Field water pump 6" complete with diesel engine	No.			
	q.	Field De-water pump unit 6"	No.			
	r.	Field De-water hose c/w victolic coupling 6" x 7ft	No.			
	s.	Field water osmosis water treatment plant	No.			
	t.	Field tower lights 2.5 metres long	No.			
	u.	20m Steel Structure Mast Tower	No.			
	v.	30m Steel Structure Mast Tower	No.			
	w.	Bucket toilet	No.			
	y.	AFF Foam 20ltrs	No.			
	x.	Chemical Anchors Styrene Capsule VPK-SF 10/200 5/50 5/25	No.			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
	y.	Fuel Chemical Delivery Hose Anti-Static Fitted With 152mm Coupling 600 W.P.12.5 Bar 45mtr	Roll.			
	z	PPE Gown	No.			
	aa.	PPE Protective Suit	Pair.			
121	9 litres Cold Fire foam fire extinguisher	Capable of suppressing multiple classes ABDK fires, it is non-toxic and 100% biodegradable Shall come complete with squeeze grip operating lever, pressure gauge and flexible discharge tube and aspirating nozzle: BS EN 3/BS 1449 or Equivalent Silver stainless Extinguisher Environment Friendly fire Extinguisher ABDK Fires	AWR	1	Cold Fire	
122	Respondol ATF 3-6% Fluorine Free (FF) Foam Concentrate	Appearance Light Yellow Specific gravity @ 20°C (68°F) 1.00 - 1.04 pH @ 20°C (68°F) 7 - 8 Viscosity @ 20°C (68°F) cP Non-newtonian Maximum continuous storage temperature °C (°F) 49 (120) Maximum intermittent storage temperature °C (°F) 60 (140) Freezing point °C (°F) -6 (21.2) Effect of freeze/thaw No loss of performance Lowest use temperature °C (°F) -5 (23)	AWR	1		
123	Automatic D.C.P Cold Fire Extinguisher	Automatic D.C.P Cold Fire Extinguisher Cylinder: Stainless Steel Weights: 12 kgs Content: ADBK	AWR	1	Cold Fire	

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Expellant: Cold Fire Cylinder Test Pressure: 150 PSI Complete with electro piston actuator and ceiling mounting bracket				
124	50 Liters trolley Cold Fire Extinguisher foam type	Capable of suppressing multiple classes ABDK fires, it is non-toxic and 100% biodegradable Shall come complete with squeeze grip operating lever, pressure gauge and flexible discharge tube and aspirating nozzle: BS EN 3/BS 1449 or Equivalent Silver stainless Extinguisher Environment Friendly fire Extinguisher	AWR	1		
	4.5 kgs Co2	4.5 Kg CO ₂ gas fire extinguisher (charged) C/W squeeze grip operating head, discharged horn, and fixing wall bracket to BS 5045/EIB 9316/BS EN 3 or Equivalent	AWR	1		
125	Fire Blanket	Fire Proof Blanket Size 1.2 to 1.8 m	AWR	1		
126	Throwing Fire extinguisher (Fire Ball)	Throw –In fire extinguisher capable of extinguishment of Fire by production of copious amounts of Carbon Dioxide and Nitrous Gases. Throw-In action onto the fire and the landing shall initiate production of the extinguishment gases through Chemical Reactions	AWR	1		

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
127	½ mile range tripod mounted alarm sounder (siren)	Tripod mounted with Minimum Sound Rating of 110±2 dB at 1.0 meters and an output frequency of 600±20 hertz single tone and to BS 1721	AWR	1		
128	Delivery Hose	Delivery Hose Angus Duraline Delivery Hose 25 metres *65mm dia Rubber Lined delivery hose C/W Male and Female coupling BS 6391	AWR	1		
129	Fluorine Free (FF) Foam Concentrate 6% JET FOAM 6	Flourine Free (FF) Foam Concentrate 6% 1. Appearance Clear Mobile Liquid 2. Environmentally Safe No. Fumes or odors 3. Specific gravity @ 20C 0.99-1.01 4. HP 8-9 5. Viscosity @ 20c 2 Cp 6. Maximum Continues Storage 50 C 7. Maximum Intermittent storage 60 C 8. Effect of freeze/thaw is None 9. Lowest use temperature 0°C 10. Sediment as shipped 0.1% 11. Sediment after ageing 0.1% 12. Inductions Rate 3% 13. Expansions Ratio 7:1 14. Drainage Time 25% for 3 Minutes 15. 200 Litres Container	AWR	1		

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
130	Fluorine Free (FF) Foam Concentrate 1% JET FOAM 1	Appearance Clear mobile liquid <ul style="list-style-type: none"> • Environmentally safe! No fumes or odors • Specific gravity @ 20°C 0.99-1.01 • PH 8-9 • Viscosity @ 20°C 2 Cp • Maximum continuous storage 50°C • Maximum intermittent storage 60°C • Effect of freeze/thaw is None • Lowest use temperature 0°C • Sediment as shipped 0.1% • Sediment after ageing 0.1% • Inductions Rate 3% • Expansions Ratio 7:1 • Drainage Time 25% for 3 Minutes • 200 Litres Container 	AWR			
131	Firefighters Protective Suit NFPA 1971-2018 Standard.	FIRE FIGHTING SUIT Approved NFPA (National Fire Protection Association) USA Firefighters Protective Clothing to be as NOMEX OMEGA Firefighting Suit or equivalent and approved to NFPA comprising: Tunic: with torch loop, radio loop and 2 Internal Pockets. Trousers: Chest height with braces, padded knee & 2 external pockets	AWR	1		
132	Firefighters Boots	Fire-fighting rescue Boots action top 9sizes Boots (Sizes 38-48) to C5N EN 345 S3 HRO specification. Complete with lining, hydrophobized leather antistatic construction, rubber outsole with steel anti-perforation	AWR			

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		inserts, resistant to oil, fuels, acids and anatomic 300o C temperature, replaceable washable innersole, stiffened with steel toe cap.				
133	FIRE FIGHTING HEAD HELMET	<p>suitable for Fire Fighting and Rescue services and having the following features:</p> <p>Shell manufactured from Flame Retardant material with good shock absorbing qualities, longitudinal ribs and interior ventilation channels</p> <p>Interior Basket in flame retardant material and allowing for adjustment for head size and shape (from 52 to 63 cm) high shock absorbing quality and non-irritating lining</p> <p>Flame Retardant cotton material chinstrap with quick release snap connection</p> <p>Retractable face protector visor in flame retardant polycarbonate material, Scratch resistant and with anti-fogging protection Neck protection of genuine leather material with separable shell connection</p>	AWR			
134	Proximity fire fighting suits	<ul style="list-style-type: none"> • Aluminized outer shell (NFPA 1971:2013 Certified), • Aluminized Moisture Barrier • Special Heat treated inherently flame retardant thermal barrier, • Aramid/Kevlar non woven laminated with PTFE membrane for maximum breathability and hydrostatic head (waterproof) performance. • Aluminized Moisture Barrier • Special Heat treated inherently flame retardant thermal barrier • Flame Retardant Lining (NFPA 2112 Certified) 	AWR	1		
135	Hazmat Suits	Garment shall be tested to ASTM F 1052-14, <i>Standard Test Method for Pressure Testing Vapor Protective Suits.</i>		1		

ITEM NO.	DESCRIPTION	SPECIFICATION	UNIT OF ISSUE	QUANTITY	BRAND NAME & COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)
		Z500 SUIT VAPOR TES EXP BK, FRT ENTRY, W/AQUASEAL ZIPPER, LG ANTI-FOG LENS ASSEM, SINGLE TAPED	AWR			
136	Gas Detectors	Multi Gas Detectors made in USA	AWR	1		

Signature of tenderer _____

Designation _____

Date and Stamp _____

Name of tenderer.....

Signature of tenderer.....

Date.....

FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE

Beneficiary: _____

ITT No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

FORM OF TENDER SECURITY (TENDER BOND)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO. _____

1. BY THIS BOND.....*[name of tenderer]* as Principal (hereinafter called “the Principal”), and..... *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Procuring Entity]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto..... *[name of Procuring Entity]* as Oblige (hereinafter called “the Procuring Entity”) in the sum of.....*[amount of Bond]*¹*[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ day _____ of _____, 20_____, for the supply of _____ *[name of Contract]* (hereinafter called the “Tender”).
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or
(ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.
5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20_____.

Principal:___ Corporate Seal (where appropriate)

Surety: _____

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

¹The amount of the Bond shall be denominated in the currency Kenya shillings or the equivalent amount in a freely convertible currency.

FORM OF TENDER-SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*

To:.....*[insert complete name of*

Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of*[insert number of months or years]* starting on*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)
.....

Name:

Duly authorized to sign the bid for and on behalf of:*[insert complete name of*

Tenderer]. Dated on day of *[Insert date of signing]*.

Seal or stamp.

MANUFACTURER'S AUTHORIZATION FORM

[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the TDS.]

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of ITT*

process] Alternative No.:.....*[insert identification No if this is a Tender for an alternative]*

To:.....*[insert complete name of Procuring*

Entity] WHEREAS

We..... *[insert complete name of Manufacturer]*, who are official manufacturers of.....*[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us..... *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:.....*[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....*[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title:.....*[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2: SUPPLY REQUIREMENTS

Section V - Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering document by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to tenderers pursuant to the *Incoterms* rules that “delivery” takes place when goods are delivered **to the final place of delivery**, and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. Technical Specifications

- 1.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:
- i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
 - ii) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
 - iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
 - iv) The PPRA encourages the use of metric units.
 - v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
 - vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
 - vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.
 - viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b) Any sustainable procurement technical requirements shall be clearly specified.
- 1.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.
- i) Detailed tests required (type and number).
 - ii) Other additional work and/or Related Services required to achieve full delivery/completion.
 - iii) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.
 - iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
- 1.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

- 1.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.
- 1.5 If a summary of the Technical Specifications(TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

Summary of Technical Specifications: The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]

EVALUATION CRITERIA

	MANDATORY EVALUATION CRITERIA
	<ol style="list-style-type: none"> 1. Certificate of Incorporation or Registration. 2. CR 12 for incorporated companies and CR13 for sole proprietors produced in the last 1 year. 3. Valid Tax Compliance Certificate. 4. Valid Single Business Permit. 5. Duly filled, signed and stamped Confidential Business Questionnaire Form - to establish that the bidder is not in any conflict of interest. 6. Duly filled, signed and stamped Form of Tender. 7. Duly filled, signed and stamped Certificate of Independent Tender Determination – to declare that the bidder has completed the tender without colluding with other tenderers. 8. Duly filled, signed and stamped SD 1 and SD 2 forms (attached). 9. Duly filled, signed and stamped - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal. 10. Fill, Signed and Stamped Beneficial OWNERSHIP disclosure form 11. Original bid bond of Kshs.1,000,000 from a reputable bank or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority addressed to the Head/Supplies Branch and to remain in force for a period of <u>Two Hundred and Ten (210) days</u> from the closing date of the tender. 12. Bidders must provide past experience by providing copies of orders and award letters from the current major clients. 13. Tenderers shall be required to provide a Manufacturer's Authorization 14. Tenderers shall be required to provide a Manufacturer's brochures. 15. Submit audited accounts for last 3years (2020,2021,2022) to demonstrate the current soundness of the bidder's financial position and its prospective long-term profitability. 16. All pages of both original and copy of the tender documents submitted MUST be sequentially serialized by the tenderers.
	FINANCIAL EVALUATION CRITERIA Bids that meet all preliminary evaluation requirements shall be compared on the basis of unit prices quoted. Prevailing market prices will be used to determine the lowest evaluated bids. The evaluation committee may recommend one or more bids that their prices are within the

	market rates for award as per section 14 of the Procurement act 2015.
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Detailed Technical Specifications and Standards

18. Drawings

This Tendering document includes.... *no* drawings.

19. **Inspections and Tests**

The following inspections and tests shall be performed: **As per Technical / Evaluation Criteria**



PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the Procuring Entity purchasing the Goods and Related Services, as **specified in the SCC**.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “**Base Date**” means a date 30 day prior to the submission of tenders.
- n) “**Laws**” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “**Letter of Acceptance**” means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) “**Procuring Entity**” means the Entity named in the Special Conditions of Contract.

2. Interpretation

2.1. If the context so requires it, singular means plural and vice versa.

2.2. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct

negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- 102 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

102 Arbitration proceedings shall be conducted as follows:

- 1021 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.
- 1022 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 1023 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 1024 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.
- 1025 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.
- 1026 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.
- 1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

103 Arbitration Proceedings

- 1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- i) Kenya National Chamber of Commerce
 - ii) Chartered Institute of Arbitrators (Kenya Branch)
 - iii) The Law Society of Kenya
- 1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

1033 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

104 Arbitration with Foreign Suppliers

- 1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings

administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

- 1042 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

105 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

106 Failure to Comply with Arbitrator's Decision

- 1061 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

107 Contract operations continue

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

- 11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

- 13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the **SCC**.

15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

16. Terms of Payment

16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the **SCC** to the Procuring Entity.

16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.

16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the **SCC**.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in **the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another format acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if

they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
 - b) now or hereafter enters the public domain through no fault of that party;
 - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings
- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
 - c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any

changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 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, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

24. Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC**:
- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, 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.
- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

- 264 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 265 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 266 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 267 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.
- 268 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Entity may proceed to take within a reasonable period such remedial action as

may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

- a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and
- b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted,

promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - b) the method of shipment or packing;
 - c) the place of delivery; and
 - d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 33.5 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerates the delivery period; or

- b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improves the quality, efficiency or sustainability of the Goods; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

33.6 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
 - (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - ii) if the Supplier fails to perform any other obligation under the Contract; or
 - iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics].

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT, STATE DEPARTMENT FOR PUBLIC WORKS – SUPPLIES BRANCH DEPARTMENT
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>INCOTERMS 2015</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	The reference number of the Invitation for Tenders is: TENDER NUMBER: SDPW/SB/041/2023-2025 The name of the Contract is: SUPPLY AND DELIVERY OF FIREFIGHTING EQUIPMENT ON AS AND WHEN REQUIRED BASIS, FOR TWO YEARS The number and identification of lots (contracts) comprising this Invitation for Tenders is: N/A
GCC 10.3	Arbitration shall be conducted by Nairobi Centre for International Arbitration.
GCC 10.4.2	The place of arbitration shall be NAIROBI, KENYA
GCC 13.1	<i>Inspection and test of the items shall be done at the final destination i.e., Point of use or as advised by Procuring Entity.</i>
GCC 15.1	The prices quoted by the Tenderer SHALL be adjusted regularly through an advisory issued to the End Users due to volatility of commodity prices during the performance of the contract in accordance to Section 139 4 (a) of the Public Procurement and Asset Disposal Act, 2015 and subject to the market survey conducted.
GCC 16.1	<i>Upon inspection and acceptance of goods payment shall be made to the tenderer within 60 days, after submission of invoice.</i>
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be 90 days.
GCC 18.1	A Performance Security: Not Applicable.
GCC 23.2	Please note that the end user may request for products to be re-packaged and labelled accordingly at no extra cost.
GCC 26.1	Delivery Programme shall be specified in the LPO by the Procuring Entity engaging the contractor. The contract shall run for a period of two years with a possibility of contract renewal for a further one year depending on the performance of the awarded bidder(s).
GCC 26.2	<i>Inspection and test of the items shall be done at the final destination i.e., Point of use or as advised by Procuring Entity.</i>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 30 days.

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

I) Name: _____ *[insert Authorized Representative's name]*

ii) Address: _____ *[insert Authorized Representative's Address]*

iii) Telephone: _____ *[insert Authorized Representative's telephone/fax numbers]*

iv) Email Address: _____ *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: _____ *[email]* on *[date]* _____ *(local time)*

This Notification is sent by _____ *(Name and designation)* _____

3. Notification of Intention to Award

I) Employer: _____ *[insert the name of the Employer]*

ii) Project: _____ *[insert name of project]*

iii) Contract title: _____ *[insert the name of the contract]*

iv) Country: _____ *[insert country where ITT is issued]*

v) ITT No: _____ *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____ *(in words)*

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No	Name of Tender	Tender Price as read out	Tender's	
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - I) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - ii) Agency: _____ *[insert name of Employer]*
 - iii) Email address: _____ *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - I) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - iii) Agency: _____ *[insert name of Employer]*
 - iv) Email address: _____ *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
- i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

FORM NO 2: NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ *[date]*

To _____ *[name and address of the Contractor]*

This is to notify you that your Tender dated _____ *[date]* for execution of the _____ *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount _____ *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by _____ *(name of Employer)*.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Employer: _____

Attachment: *Contract Agreement*: _____

NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

[use letterhead paper of the Procuring Entity]

_____ *[date]*

To: _____ *[name and address of the Supplier]*

Subject: _____ *Notification of Award Contract No.*

This is to notify you that your Tender dated _____ *[insert date]* for execution of the _____ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of _____ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

FORM NO 3 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the _____ *[insert: **number**]* day of _____ *[insert: **month**]*, *[insert: **year**]*. BETWEEN (1) _____ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part; and (2) _____ *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part.

3. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., _____ *[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

- i) In this Agreement words and expressions shall have the same meanings as are _____ respectively assigned to them in the Contract documents referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. _____ (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
- iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services 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 Supplier in consideration of the provision of the Goods and Services 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.

5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

in the capacity of _____ *[insert title or other appropriate*

designation] In the presence of _____ *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: _____ *[insert signature of authorized representative(s) of the*

Supplier] in the capacity of _____ *[insert title or other appropriate*

designation] in the presence of _____ *[insert identification of official witness]*

FORM NO. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of*

Employer] **Date:** _____ *[Insert date of issue]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Employer) _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No. 5 - PERFORMANCE SECURITY [Option 2- Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of*

Employer] **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Oblige (hereinafter called “the Employer”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
 - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON_____on behalf of

By_____in the capacity

of In the presence of

SIGNED ON_____on behalf of

By_____in the capacity

of In the presence of

FORM NO. 6 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and
Address of Employer]* **Date:** _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee
reference number]* **Guarantor:** _____ *[Insert name and
address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
 2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ *(in words)* is to be made against an advance payment guarantee.
 3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *(in words)* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
 4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____
 5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of _____, 2____, whichever is earlier.
Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
 6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.
-

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹*The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.*

³*Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*