



**TENDER DOCUMENT  
FOR**

**TENDER NO.  
KRA/HQS/021/2010 - 2011**

**PROVISION OF MAINTENANCE  
SERVICES FOR FIRE FIGHTING  
EQUIPMENT COUNTRYWIDE**

**TIMES TOWER BUILDING  
P.O. BOX 48240 – 00100  
TEL: +254 02 310900  
FAX: +254 02 215809  
NAIROBI, KENYA.**

**DECEMBER 2010**

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<b>SECTION I INVITATION TO TENDER</b>	
	DATE _____
	<b>TENDER REF NO. KRA/HQS/021/2009-2010</b>
	<b>TENDER NAME PROVISION OF MAINTENANCE SERVICES FOR FIRE FIGHTING EQUIPMENT AT TIMES TOWER BUILDING</b>
1.1	The Kenya Revenue Authority invites sealed bids from eligible candidates for <b>PROVISION OF MAINTENANCE SERVICES FOR FIRE FIGHTING EQUIPMENT AT TIMES TOWER BUILDING</b>
1.2	Interested eligible candidates may obtain further information from and inspect the tender documents at Interested eligible Bidders may obtain further information and inspect the bidding documents at the <b>Kenya Revenue Authority, Procurement &amp; Supplies Services Division, Haile Selassie Avenue, Times Tower, 25<sup>th</sup> Floor</b> during normal working hours.
1.3	A complete set of tender documents may be obtained by interested candidates from the Authorities Website at <a href="http://www.kra.go.ke">www.kra.go.ke</a> A pre-bid briefing will be held on <b>12<sup>th</sup> January 2011 at 10:00</b> in the <b>Convention Centre on 5<sup>th</sup> Floor, Times Tower</b> . You are encouraged to attend the briefing.
1.4	Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (90) days from the closing date of the tender.
1.5	Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box on <b>Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi</b> , or be addressed to <b>Kenya Revenue Authority, Procurement &amp; Supplies Services Division, Haile Selassie Avenue, Times Tower, 25<sup>th</sup> Floor</b> so as to be received on or before Wednesday, <b>19<sup>th</sup> January 2011 at 12:00 noon</b> .
1.6	Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the <b>Convention Centre on 5<sup>th</sup> Floor, Times Tower</b> .
	<b>For: Commissioner General Kenya Revenue Authority</b>

## SECTION II - INSTRUCTIONS TO TENDERERS

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

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Kenya Revenue Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Revenue Authority (KRA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the KRA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=. Where applicable
- 2.2.3 The KRA shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these Instructions to Tenderers

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Service
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender Security Form
- (xi) Performance Security Form
- (xii) Principal's or Manufacturers Authorization Form
- (xiii) Declaration Form

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

## **2.4 Clarification of Documents**

2.4.1 A prospective candidate making inquiries of the tender document may notify the KRA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The KRA will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the KRA. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents".

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

## **2.5 Amendment of Documents**

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing

their tenders, the KRA, at its discretion, may extend the deadline for the submission of tenders.

**2.6 Language of Tender**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the KRA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

**2.7 Documents Comprising of Tender**

2.7.1 The tender prepared by the tenderers shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

**2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

**2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation

shall not exceed 10% of the original contract price.

- 2.9.6 Price variation requests shall be processed by the KRA within 30 days of receiving the request

**2.10 Tender Currencies**

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

**2.11 Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the KRA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

**2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.
- 2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank Guarantee.
  - b) Cash.
  - c) Such Insurance Guarantee Approved by the Authority.
  - d) Letter of Credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the KRA as non responsive, pursuant to paragraph 2.20.
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the KRA.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the KRA on the Tender Form; or
  - (b) In the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 30
    - or**
    - (ii) to furnish performance security in accordance with paragraph 31.
  - (c) If the tenderer rejects, correction of an error in the tender.

## 2.13

### Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KRA as nonresponsive.
- 2.13.2 In exceptional circumstances, the KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14

### Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.15

### Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the KRA at the address given in the invitation to tender
  - (b) bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE 19<sup>th</sup> January 2011 at 12:00 noon**"
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the KRA will assume no responsibility for the tender's misplacement or premature opening.

## 2.16

### Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the KRA at the address specified under paragraph 2.15.2 no later than Wednesday **19<sup>th</sup> January 2011 at 12:00 noon**
- 2.16.2 The KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the KRA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the KRA as provided for in the appendix.

## 2.17

### Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the KRA prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The KRA may at any time terminate procurement

proceedings before contract award and shall not be liable to any person for the termination.

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

## **2.18**

### **Opening of Tenders**

- 2.18.1 Time, date, and place for bid opening are: **12:00 hours, local time, on 19<sup>th</sup> January 2011 at 12:00 noon.**

Place: **Convention Centre on the 5<sup>th</sup> Floor of Times Tower Building.**

Street: **Haile Sellasie Avenue**

City: **Nairobi**

Country: **Kenya.**

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

- 2.18.4 The KRA will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19**

### **Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the KRA may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

- 2.19.2 Any effort by the tenderer to influence the KRA in the KRA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

## **2.20**

### **Preliminary Examination and Responsiveness**

- 2.20.1 The KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will

prevail.

2.20.3 The KRA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the KRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the KRA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21**

### **Conversion to a Single Currency**

2.21.1 Where other currencies are used, KRA will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22**

### **Evaluation and Comparison of Tenders.**

2.22.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The KRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract.

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

#### **(a) Operational Plan**

The KRA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the KRA's required delivery time will be treated as non-responsive and rejected.

#### **(b) Deviation in Payment Schedule**

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract.

Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The KRA may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

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

## **2.23 Contacting the KRA**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the KRA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.1 Any effort by a tenderer to influence the KRA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **(a) Post Qualification**

2.24.1 In the absence of pre-qualification, the KRA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the KRA deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

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

2.24.4 Subject to paragraph 2.29 the KRA will award the contract

to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The KRA reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the KRA's action. If the KRA determines that none of the tenderers is responsive; the KRA shall notify each tenderer who submitted a tender.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement

## **2.25**

### **Notification of Award**

2.25.1 Prior to the expiration of the period of tender validity, the KRA will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the KRA pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.26**

### **Signing of Contract**

2.26.1 At the same time as the KRA notifies the successful tenderer that its tender has been accepted, the KRA will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the KRA.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27**

### **Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the KRA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the KRA.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KRA may make the award to the next lowest evaluated or call for new tenders.

**2.28**

**Corrupt or Fraudulent Practices**

2.28.1

The KRA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The KRA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Instructions to Tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to Registered Service Providers who have appropriate and valid accreditations.
2.1.3	Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire.
2.1.4	An Anti-corruption Affidavit is provided along with the Bidding document.
2.3.2	The fees charged for a complete set of tender documents is Kenya Shillings five thousand only, or the equivalent in freely convertible currency.
2.10.4	Tender Validity Period 120 days from 19th January 2008.
2.11.1	Tender prices may be quoted in Kenya Shillings or the equivalent in freely convertible currency
2.13.3	The clause-by-clause commentary of the technical specifications is given on table on page
2.14.1	A tender security in the form of a Bank Guarantee is required. The amount of tender security required is One <b>hundred thousand Kenya Shillings (KES 100,000)</b>
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on the two-envelope bid system. The bidder must submit a bid which has a technical proposal in one envelope and a financial proposal in another envelope. These two envelopes are then placed in one envelope to form a complete bid. Bids must be submitted in TWO copies.
2.18.1	Time, date, and place for bid opening are: <b>12:00 hours, local time, on 19<sup>th</sup> January 2011.</b> Place: <b>Convention Centre on the 5<sup>th</sup> Floor of Times Tower Building.</b> Street: <b>Haile Sellasie Avenue</b> City: <b>Nairobi</b> Country: <b>Kenya.</b>

2.20	<p>Opening of Technical Proposals will be done in public at the time of closing the tender.</p> <p>Opening of Financial Proposals of the bids that meet the minimum technical specifications will be done upon completion of the technical evaluation. The qualified bidders will be invited to witness the opening of the technical proposals.</p>
2.22	<p>Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
2.24	<p>The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 30% while the weight for technical specifications is 70%. <b>Bidders must conform to the specific Technical Requirements in Section IV.</b></p>
2.25	<p>KRA will not grant a margin of preference to services provided in Kenya for the purpose of bid comparison in accordance with the Public Procurement &amp; Disposal Act, 2005.</p>
2.27.4	<p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated bid Score will be calculated for each responsive bid.</p> <p>The bid with the highest Evaluated Bid Score (among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award.</p> <p>The evaluation will be based on each of the three groups and bidders must quote for all the covers in the group.</p>
2.30	<p>The performance security required will be 10% of the Contract Value.</p>
2.31	<p>Anti-corruption Affidavit</p> <p>KRA will require a supplier of services to swear an affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and/or Staff of KRA to influence the outcome of the bid.</p>

## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1**

#### **Definitions**

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated:-
- (a) "The Contract" means the agreement entered into between the KRA and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
  - (c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the KRA under the Contract.
  - (d) "The KRA" means Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.
  - (e) "The contractor" means the individual or firm providing the services under this Contract.
  - (f) "GCC" means general conditions of contract contained in this section
  - (g) "SCC" means the special conditions of contract
  - (h) "Day" means calendar day

### **3.2**

#### **Application**

- 3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### **3.3**

#### **Standards**

- 3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

### **3.4**

#### **Use of Contract Documents and Information**

- 3.5.1 The tenderer shall not, without the KRA's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the KRA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the KRA's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the KRA and shall be returned (all copies) to the KRA on completion of the Tenderer's performance under the Contract if so required by the KRA.

**3.5 Use of Contract Documents and Information**

- 3.5.1 The tenderer shall not, without the KRA's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the KRA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the KRA's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the KRA and shall be returned (all copies) to the KRA on completion of the Tenderer's performance under the Contract if so required by the KRA.

**3.5 Patent Rights**

The tenderer shall indemnify the KRA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

**3.6 Performance Security**

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the KRA the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to the KRA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KRA and shall be in the form of :
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.

- 3.6.4 The performance security will be discharged by the KRA and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

**3.7 Inspection and Tests**

- 3.7.1 The KRA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KRA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KRA.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the KRA may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the KRA.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

**3.8 Payment**

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

**3.9 Prices**

- 3.9.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the KRA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

**3.10 Assignment**

- 3.10.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the KRA's prior written consent.

**3.11 Termination for Default**

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

- (a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the KRA.
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract.
  - (c) if the tenderer, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.11.2 In the event the KRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the KRA for any excess costs for such similar services.

### **3.12 Termination for Insolvency**

The KRA may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the KRA.

### **3.13 Termination for convenience**

- 3.13.1 The KRA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the KRA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the KRA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 The KRA's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

- 3.15.1 The contract shall be written in the English language. All

correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

**3.16 Force Majeure**

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

**3.17 Applicable Law**

3.17.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

**3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

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

## SECTION IV -SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2. Special Conditions of contract with reference to the General Conditions of Contract.

General Conditions of Contract Reference	Special Conditions of Contract
3.6	Performance security required will be a bank guarantee in the format provided in the bidding document.
3.8	Specify method and conditions of performance
3.9	The Kenya Revenue Authority's payment terms are that payment shall be made within thirty (30) days from the date of provision of service.
23.14	Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## SECTION V- SCHEDULE OF REQUIREMENTS

### 5.1 General

The Kenya Revenue Authority requires Maintenance Services for Fire Fighting Equipment through competent service providers.

### 5.2 Submission of Bids

- (i) The Tenderer must submit a two-envelope bid in the following format:  
TECHNICAL PROPOSAL comprising of the following documents PRESENTED IN THE ORDER GIVEN:

<i>Section</i>	<i>Document</i>
A	Tender Notice/Invitation to Tender
B	Confirmation of Submission of 2-envelope Bid
C	Tender Security
D	Confidential Business Questionnaire
E	Power of Attorney
F	Certificate of Incorporation, Memorandum and Articles of Association.
G	Manufacturer's Authorization
H	Organisation Chart
I	Key Staff Competency Profiles
J	Last 3 years Audited Accounts
K	Physical Address Details
L	Statement of Experience
M	Details of Five Major Clients
N	Anti Corruption Affidavit
O	Tax Compliance

Presentation of the above documents in any other order will be treated as NON-RESPONSIVE

**Financial:** - comprising of:  
Tender Form and Price Schedules (only)

ii Sealing and Marking of Bids:

The inner envelopes should be clearly marked as follows:

ORIGINAL TECHNICAL	A	KRA/HQS/021/2010-2011
COPY TECHNICAL	B	KRA/HQS/021/2010-2011
ORIGINAL FINANCIAL	A	KRA/HQS/021/2010-2011

COPY FINANCIAL

B

KRA/HQS/021/2010-2011

The envelopes shall then be sealed in an outer envelope.  
The inner and outer envelopes shall be addressed to:

**Commissioner General**

**Kenya Revenue Authority**

**P.O Box 48240, 00100**

**Nairobi.**

### 5.3 Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the Completeness of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

	Description
1	<p style="text-align: center;"><b>Submission of Tender Documents</b></p> <ul style="list-style-type: none"> <li>▪ Two envelope –bid</li> <li>▪ Tender Security</li> </ul>
2	<p style="text-align: center;"><b>Company Profile of Service Provider</b></p> <ul style="list-style-type: none"> <li>▪ Certificate of Incorporation</li> <li>▪ Memorandum and Articles of Association</li> <li>▪ Completed Confidential Business Questionnaire</li> <li>▪ The bidder must be certified by City Council or Local Municipal Council</li> <li>▪ Professional Indemnity Cover of at least Kshs. 10 million</li> <li>▪ Member of Fire Prevention Institute or other relevant body</li> </ul>
3	<p style="text-align: center;"><b>Managerial and Key Personnel Competency Profiles</b></p> <p>Attach:</p> <ul style="list-style-type: none"> <li>▪ Organization chart</li> <li>▪ Key Staff Competency Profiles.</li> <li>▪ Attach current membership with a Fire Prevention Institute Industry.</li> </ul>
4	<p style="text-align: center;"><b>Financial Resources</b></p> <p>Submit:</p> <ul style="list-style-type: none"> <li>▪ Last 3 years Audited Accounts</li> </ul>
5	<p style="text-align: center;"><b>Physical Facilities</b></p> <p>Physical Address:</p> <ul style="list-style-type: none"> <li>▪ State if owned or leased and attach copy of title or lease documents and latest utility bill</li> </ul>
6	<p style="text-align: center;"><b>Experience</b></p> <p>State number of years of experience in Fire Fighting Equipment maintenance.</p>
7	<p style="text-align: center;"><b>Reputation</b></p> <p>Submit details of five major clients , summary of services rendered, value of contracts and contact person ,address and telephone numbers</p>
8	<p style="text-align: center;"><b>Social Obligations</b></p> <p>Submit certificate of compliance for the following;</p> <ul style="list-style-type: none"> <li>▪ Sworn Anti Corruption Affidavit</li> <li>▪ Tax Compliance Certificate</li> <li>▪</li> </ul>

### 5.4 Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 30% of the total tender evaluation.

Description	Maximum	Cut off
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<b>Company Profile</b> Suitability of Service Provider .Indicate Head office location and branch offices countrywide if any	<b>Score</b> 5	<b>Score</b> 4
<b>Managerial and Key Personnel Competency Profiles</b> Qualification of Key Staff and Capacity to deliver service	5	4
<b>Financial Resources</b> Financial Ratios to be Evaluated: <ul style="list-style-type: none"> <li>▪ Cash and Cash Equivalent : Total Assets</li> <li>▪ Current Assets : Current Liabilities</li> <li>▪ Working Capital</li> </ul>	5	3
<b>Physical Facilities</b> Proof of physical Address and Capacity to deliver service	2	1
<b>Experience</b> No. of Continuous Years of Service required	4	3
<b>Reputation</b> Proof of Satisfactory Service.	3	2
<b>Social Obligations</b> Proof of having satisfied Key Social Obligations	3	3
<b>Total Score</b>	<b>30</b>	<b>20</b>

## 5.5 Overall Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score	Cut Off Scores
Tender Responsiveness	mandatory	requirement
Vendor Evaluation	30	20
Technical Specifications	40	30
Financial & Delivery Schedules	30	20
<b>Totals</b>	<b>100</b>	<b>70</b>

## SECTION VI- DESCRIPTION OF SERVICES

### 6.1 Particulars

The Kenya Revenue Authority requires Maintenance Services for its Fire Protection Equipment countrywide. The Contract entails provision of the following:

- Maintenance of Fire Protection Equipments and integral components. This includes all system components such as valves, pipes, cylinders, circuits, meters, pumps, etc.
- Maintenance includes regular inspection and testing of Fire Protection Equipment
- Provide Technical Advice regarding best practices in Fire Protection

## **6.2 Particulars**

This tender covers the Provision of Maintenance Services for Fire Protection Equipment countrywide for the year 2010 -2011 and 2011 -2012.

The summarized Schedule of Fire Protection is shown in Appendix 1.

**TABLE 1 SHOW THE MINIMUM SERVICE SPECIFICATIONS FOR** Provision of Maintenance Services for Fire Equipment Countrywide.

***Bidders are required to respond as follows:***

*Bidders are required to provide a clause-by-clause response to the specifications in the given format*

**Table 1**

<p><b>The Detailed Service Specifications/Particulars are as follows:</b> The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum <b>40% of the total tender evaluation.</b></p> <p><b>Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. Any other response in the column will be treated as NON-RESPONSIVE.</b></p>		
	<p><b>Technical Specifications (Service and other key requirements)</b></p>	<p><b>Bidder’s Response</b></p>
<p><b>GENERAL REQUIREMENTS</b></p>		
1.	<p>Team Leader(s) shall have current membership with a Fire Prevention Institute Industry. <b>Attach evidence of the same</b></p>	
2.	<p>Team Leader(s) shall have experience in Fire Prevention for a minimum of Five (5) years. <b>Attach evidence of the same</b></p>	
3.	<p>Indicate strength/ number of key Fire Protection Maintenance resources justifying suitability. <b>Attach list of the same</b></p>	
4.	<p>Bidders with evidence of compliance with Quality management standards i.e. ISO certification or are in the process of being certified have an added advantage.</p> <ul style="list-style-type: none"> <li>● State whether Certified.</li> <li>● In process of being certified</li> <li>● Not certified</li> </ul>	
5.	<p>Bidder shall test the equipment and provide certificate as a proof of the same</p>	
6.	<p>The successful bidder shall appoint /assign skilled equipment maintenance personnel with high integrity.</p>	
7.	<p>The successful bidder shall undertake to conduct integrity awareness of equipment maintenance personnel jointly with KRA to sensitize them on integrity risks and Authority’s expectation.</p>	
8.	<p>The successful bidder is expected to visit the stations concerned to familiarize with the locations of the Fire Protection Equipment</p>	
9.	<p>The successful bidder shall provide a list of qualified technicians who would be contacted for emergency responses at a short notice</p>	

10	Indicate your head office location and other branch offices countrywide to justify suitability of the procurement service	
11	The successful bidder shall establish functionality of wet/dry riser and recommend repairs where necessary	
12	The successful bidder shall replace break glasses immediately the same is reported for attention either arising from accidental or deliberate activation.	
13	The successful bidder shall provide quarterly serviceability status report of all fire equipment in subject procurement	
14	The successful bidder shall draw a servicing program /schedule of fire protection equipment and present a copy of the same to Security manager's office	
15	Technicians shall always report to the building security control room ,Security officer, property officer or station manager to be signed off after completion of the services in the premises	
16	The senior technician carrying out services shall give a written report on malfunctioning safety equipment or systems immediately the same is noted for immediate action by the Security manager.	
<b>Portable fire extinguishers (<u>water and gas cartridge</u>)</b>		
17	The bidder shall ensure that the nozzle, strainer, vent holes in the cap, internal discharge tube and breather valve (if fitted) are not clogged	
18	The bidder shall ensure No corrosion is visible externally or internal corrosion	
19	The bidder shall confirm weight of cartridge is not less than 10% of marked weight.	
20	The bidder shall ensure operating mechanism and discharge valve move freely.	
21	The bidder shall ensure sealing washers and hose if fitted are in good condition.	
22	The bidder shall ensure regular inspection and testing on a quarterly basis	
<b>Water (stored pressure)</b>		
23	The bidder shall ensure no corrosion is visible externally and weight of the extinguisher is correct	

24	The bidder shall ensure regular inspection and testing on a quarterly basis	
<b>Foam (mechanical gas cartridge)</b>		
25	The bidder shall ensure extinguisher is filled to correct level.	
26	The bidder shall ensure no signs of corrosion.	
27	The bidder shall confirm weight of cartridge is not less than 10% of marked weight.	
28	The bidder shall ensure Nozzle, strainer, branch pipe, internal discharge tube, breather valve and vent holes are not clogged.	
29	The bidder shall ensure Operation mechanism and discharge valve move freely.	
30	The bidder shall ensure Washers and hose are in good condition.	
31	The bidder shall ensure No leakage of foam compound is visible.	
32	The bidder shall ensure regular inspection and testing on a quarterly basis	
<b>Foam (mechanical, stored pressure)</b>		
33	The bidder shall ensure no signs of corrosion.	
34	The bidder shall ensure that the weight of the extinguisher is correct.	
35	The bidder shall ensure regular inspection and testing on a quarterly basis	
<b>Dry powder (gas cartridge)</b>		
36	The bidder shall ensure that the extinguisher contains the correct weight of powder.	
37	The bidder shall ensure that on emptying the powder into a clean dry container, it is free flowing with no lumps of foreign bodies	
38	The bidder shall ensure that there is no corrosion (internally and externally).	
39	The bidder shall ensure that the weight of cartridge is not less than 10% of marked weight.	
40	The bidder shall ensure that the nozzles, hose, vent holes in the cap and internal discharge tube are not clogged.	
41	The bidder shall ensure that the washers and hose are in good condition.	
42	The bidder shall ensure that the operating mechanism and discharge valve move freely	
43	The bidder shall ensure regular inspection and testing on a quarterly basis	
<b>Dry powder (stored pressure)</b>		
44	The bidder shall ensure that there is no visible corrosion.	

45	The bidder shall ensure that the extinguisher contains the correct weight of powder.	
46	The bidder shall ensure that the nozzles and hose are not clogged.	
47	The bidder shall ensure that the hose is in good condition.	
48	The bidder shall ensure regular inspection and testing on a quarterly basis	
<b>Carbon dioxide</b>		
49	The bidder shall ensure that there is no visible corrosion.	
50	The bidder shall confirm weight of extinguisher is not less than 10% of marked weight.	
51	The bidder shall ensure that the operating mechanism and discharge valve move freely	
52	The bidder shall ensure regular inspection and testing on a quarterly basis	
<b>Hose reels</b>		
53	The bidder shall inspect the inlet valve, automatic on/off valve glands and hose to ensure no defects. Inspect the nozzle to ensure it's not blocked.	
54	The bidder shall examine and operate the nozzle, stop cock or jet spray control, the swinging arm and the hose guide to ensure free operation.	
55	The bidder shall unwind the hose and make a thorough examination for signs of perishing, mechanical damage and mildew attack.	
56	The bidder shall carry out a hydraulic pressure test while the hose is unwound. When the hose is pressurized up to the nozzle, thoroughly examine for leaks.	
57	The bidder shall carry out flow test to ensure that at least 24l/min of water is discharged.	
58	The bidder shall ensure regular inspection and testing at least twice a year	
<b>Hydrant systems - dry rising mains</b>		
59	The bidder shall inspect the Inlet valves, Landing valves and Drain valves paying particular attention to the condition of valves, spindles, glands and washers every 6 months	
60	The bidder shall carry out a wet test using the top most landing valve at least once a year.	
61	The bidder shall ensure that static and running pressure is recorded and the system inspected for leaks at least once a year	
<b>Hydrant systems - wet rising mains</b>		
62	The bidder shall ensure that Automatic pumps are tested for automatic and manual starting at least	

	once every quarter	
63	The bidder shall ensure that Power supplies, batteries/battery chargers be checked where applicable at least once every quarter	
64	The bidder shall ensure that Priming water, fuel, oil, coolant levels be inspected and topped up where applicable at least once every quarter.	
65	The bidder shall inspect the Landing valves, Emergency inlets, isolation valves and check cleanliness of storage tanks every 6 months	
66	The bidder shall carry out a wet test using the top most landing valve at least once a year.	
67	The bidder shall ensure that static and running pressure is recorded and the system inspected for leaks at least once a year	
<b>Automatic fire detection and alarm systems (heat, smoke, flame detectors &amp; alarm systems)</b>		
68	The bidder shall regularly test the alarm systems remote controls, including to back-up services, at least once every 3 months.	
69	The bidder shall confirm the detection devices are not physically impaired e.g. blocked or even painted at least once every 3 months.	
<b>Automatic sprinklers</b>		
70	The bidder shall confirm automatic functioning of the system every 6 months	
71	The bidder shall conduct major inspection once a year of Water supplies – Water level and pressures and correct pumps run up to at least nominal duty	
72	The bidder shall conduct major inspection once a year of Stop valves – Confirm freedom of movement spindles.	
73	The bidder shall conduct major inspection once a year of Sprinkler heads – Free from corrosion, dust or foreign material, not painted or damaged	
74	The bidder shall conduct major inspection once a year of Pipework & hangers – Free from mechanical damage and corrosion.	
75	The bidder shall conduct major inspection once a year of Storage tanks – Action of ball valves tested and level gauges accurate.	

**Bidder's Signature -----Official Stamp -----**

Date -----

**SECTION VII - PRICE SCHEDULE**

Name of Tenderer \_\_\_\_\_ Tender Number \_  
 \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_\_

**(i) Price Schedule**

<b>Fire Protection Equipment</b>	<b>Number</b>	<b>Rate(Kshs)</b>	<b>Annual Costs(Kshs)</b>
Water 9kgs	414		
Dry Powder 9 Kgs	302		
CO2 Gas 5 Kgs	415		
Foam 9kgs	219		
Hose Reel	75		
Dry Rising Mains	As built		
Wet Rising Mains	As built		
<b>GRAND TOTAL</b>			

**Others costs :**

- Indicate cost of replacing/resetting break glass Kshs.....
- Cost of refilling discharged cartridges of various categories Kshs.....

**Bidder's Signature** ----- **Official Stamp** -----

Date -----

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

APPENDIX 1

**DISTRIBUTION OF FIRE PROTECTION EQUIPMENT COUNTRYWIDE**

Region	Station	Water	CO2	Dry Powder	Foam	Hose Reel	Wet Riser	Dry Riser
Nairobi	Times Tower	157	147	108	22	47	As built	As built
	Wilson Airport	10	8	7	9	0	As built	As built
	Forodha house Community	100	100	38	50	13	As built	As built
	Forodha house JKIA	30	20	15	25	10		
NORTHERN	Moyale	4	4	4	4			
NORTHERN	Garissa	4	4	6	4			
NORTHERN	Mandera	4	4	3	5			
RIFT VALLEY	Namanga	4	4	6	4			
RIFT VALLEY	Suam River	2	2	2	4			
RIFT VALLEY	Lokichogio	4	4	6	4			
RIFT VALLEY	Kericho	2	2	2	2			
SOUTHERN	Forodha Hse Msa	29	51	44	25	5	As built	As built
SOUTHERN	Kiunga	1	1	1	1			
SOUTHERN	Vanga	2	1	1	1			
SOUTHERN	KRATI	8	6	6	9			
SOUTHERN	Shimoni	3	4	4	4			
SOUTHERN	Taveta	5	4	4	4			
SOUTHERN	Lunga Lunga	4	4	4	4			
SOUTHERN	Kilifi	3	4	4	4			
SOUTHERN	Mariakani	2	2	2	2			
WESTERN	Malaba	6	9	8	8			
WESTERN	Busia	6	9	8	8			
WESTERN	Lwakhakha	4	6	6	4			
WESTERN	Forodha Hse Kisumu	4	6	4	4			
WESTERN	Isebania	16	9	9	8			
<b>GRAND TOTAL</b>		<b>414</b>	<b>415</b>	<b>302</b>	<b>219</b>	<b>75</b>		

## SECTION VIII- STANDARD FORMS

### Notes on the Sample Forms

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

## 8.1 FORM OF TENDER

To: KENYA REVENUE AUTHORITY  
P. O. BOX 48240 – 00100 NAIROBI.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_

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

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

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

Dated this \_\_\_\_\_

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

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c ) whichever applies to your type of business; and Part 3.

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

<b>Part 1 – General</b>																					
1.1	Business Name .....																				
1.2	Location of Business Premises. .....																				
1.3	Plot No..... Street/Road Postal Address ..... Tel No. .... Fax ..... E mail .....																				
1.4	Nature of Business ,.....																				
1.5	Registration Certificate No. .....																				
1.6	Maximum Value of Business which you can handle at any one time – Kshs.																				
1.7	Name of your Bankers .....Branch .....																				
<b>Part 2 (a) – Sole Proprietor</b>																					
2a.1	Your Name in Full ..... Age .....																				
2a.2	Nationality ..... Country of Origin ..... • Citizenship Details ..... .....																				
<b>Part 2 (b) Partnership</b>																					
2b.1	Given details of Partners as follows:																				
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Nationality</u></th> <th style="text-align: left;"><u>Citizenship Details</u></th> <th style="text-align: left;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....	.....	.....	.....	2.....	.....	.....	.....	3.....	.....	.....	.....	4.....	.....	.....	.....
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>																		
1.....	.....	.....	.....																		
2.....	.....	.....	.....																		
3.....	.....	.....	.....																		
4.....	.....	.....	.....																		
<b>Part 2 (c) – Registered Company</b>																					
2c.1	Private or Public																				

.....  
 2c.2 State the Nominal and Issued Capital of Company-  
 Nominal Kshs. ....  
 Issued Kshs. ....

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes \_\_\_\_\_ No \_\_\_\_\_

3.2 If answer in '3.1' is **YES** give the relationship.  
 .....  
 .....  
 .....

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes \_\_\_\_\_ No \_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.  
 .....  
 .....  
 .....  
 .....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it's affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes \_\_\_\_\_ No \_\_\_\_\_

3.6 If answer in '3.5' above is **YES** give details.  
 .....  
 .....  
 .....  
 .....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES \_\_\_\_\_ No \_\_\_\_\_

3.8 If answer in '3.7' above is **YES** give details:

.....  
.....  
.....  
.....  
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes \_\_\_\_\_ No \_\_\_\_\_

3.10 If answer in '18' above is **YES** give details

.....  
.....  
.....  
.....  
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

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

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

### 8.3 TENDER SECURITY FORM

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

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of KRA](hereinafter called "the Bank")are bound unto.....

[name of KRA](hereinafter called "the KRA") in the sum of .....

for which payment well and truly to be made to the said KRA, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the KRA during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the KRA up to the above amount upon receipt of its first written demand, without the KRA having to substantiate its demand, provided that in its demand the KRA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

## 8.4

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20\_\_\_ between.....[name of KRA] of .....[country of KRA](hereinafter called "the Procuring entity") of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

## 8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply.....  
.....

[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of  
.....

*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

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

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

## 8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

.....  
.....[amount of guarantee in figures and words].

We, the .....

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

[amount of guarantee in figures and words].

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

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

## LETTER OF NOTIFICATION OF AWARD

Kenya Revenue Authority  
P.O Box 48240 – 00100,  
Nairobi,.

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer whose particulars appear below on the subject matter of this Letter of Notification of Award.

Deputy Commissioner,  
Procurement & Supplies Services,  
Haile Selassie Avenue, Times Tower, 25<sup>th</sup> Floor  
Telephone: +254-020-2817022  
Facsimile: +254-020-215809

FOR: **Commissioner General**

**REPUBLIC OF KENYA**  
**IN THE MATTER OF OATHS AND STATUTORY DECLARATION**  
**ACT CHAPTER 15 OF THE LAWS OF KENYA**  
**AND**  
**IN THE MATTER OF THE PUBLIC PROCUREMENT AND**  
**DISPOSAL ACT NO. 3 OF 2005.**

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

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer /Director of ..... (Name of the Candidate) which is a Candidate in respect of Tender Number ..... to supply goods, render services and/or carry out works for Kenya Revenue Authority and duly authorized and competent to make this Affidavit.**
  
- 2. THAT the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority, which is the procuring entity.**

- 3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority.
  
- 4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at ..... by the said }  
 ..... }  
 Name of Chief Executive/Managing Director/ }  
 Principal Officer/Director }  
 on this ..... day of ..... 20... }  
 }  
 }  
 } \_\_\_\_\_

**DEPONENT**

Before me }  
 }  
 }  
 }  
 }  
 }  
 Commissioner for Oaths }