



**SUPPLY, TRAINING AND MAINTENANCE
OF FIRE EQUIPMENT**

3 YEARS FRAMEWORK CONTRACT

TENDER NO.KRA/HQS/NCB-006/2019-2020

TIMES TOWER BUILDING

P.O. BOX 48240 – 00100

TEL: +254 02 310900

WWW.KRA.GO.KE

Email: Procurement@kra.go.ke

NAIROBI, KENYA.

**PRE- BID: 30TH JULY, 2019 10.00AM AT TIMES
TOWER.**

CLOSING DATE: 7TH AUGUST 2019 AT 11.00AM

JULY, 2019

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Tender Notice

1. The Kenya Revenue Authority invites sealed bids from eligible candidates for the following tenders:

NO	DESCRIPTION	ELIGIBILITY	PRE- BID - DATE, TIME, AND VENUE	CLOSING DATE AND TIME
1.	KRA/HQS/NCB-006/2019-2020: TENDER DOCUMENT FOR SUPPLY, TRAINING AND MAINTENANCE OF FIRE EQUIPMENT	OPEN	30th JULY, 2019 10.00. AM (TIMES TOWER)	7th AUGUST, 2019 11.00 AM (TIMES TOWER)

2. Tender documents detailing the requirements of the above tenders in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the E - Procurement Tab.
3. Existing KRA suppliers (see list on KRA website) who have not updated their records in SRM System **MUST do so Not later than 5th August, 2019 to continue receiving RFxs invitations**. For assistance visit any KRA Procurement office countrywide or email: srmsupport@kra.go.ke.
4. Addenda / clarifications will be posted in Kra Website (www.kra.go.ke) and also sent to all prospective tenderes that have registered for the tender in the KRA supplier Portal.
5. Technical Qualification requirements; Refer to Section V of the bidding document.
6. Completed Bids are to be saved as **PDF documents** marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **7th August, 2019 at 11.00 a.m. Note: Submission should strictly be done to KRA E-Procurement Portal.**
7. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building**.
8. An original hard copy of the Bid Security (where applicable) of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender Box** located at **Times Tower Building, Ground Floor** any day before the tender closing date. The Bid Security (where applicable) must be in a sealed envelope bearing the Tender Description and addressed to the address indicated above.

Deputy Commissioner-Supply Chain Management
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
website: www.kra.go.ke
Email : eprocurement@kra.go.ke

Any canvassing or giving of false information will lead to automatic disqualification.

SECTION II
INSTRUCTIONS TO TENDERERS

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**SECTION II -
2.1**

INSTRUCTIONS TO TENDERERS

Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Kenya Revenue Authority's employees, committee and board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2

Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3

Cost of Tendering

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

2.3.2 The tender documents shall be downloaded free of charge.

All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.4

The Tender Document

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

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

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

2.5

Clarification of Documents

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

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

2.6

Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at

its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price

Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of KRA.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be 335 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods;

(b) a list giving full details including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three (3) years, following commencement of the use of the goods by KRA; and

(c) a clause-by-clause commentary on KRA's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid **for 335 days** or as specified

in the Invitation to Tender after the date of tender opening prescribed by KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KRA as non-responsive.

- 2.15.2 In exceptional circumstances, 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender

2.16

Format and Signing of Tender

- 2.16.1 Bidders to note that the COMBINED TECHNICAL AND FINANCIAL proposal shall be submitted through the KRA supplier portal. **The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender).**

- 2.16.2 Submission shall be strictly via the supplier portal. Hardcopies shall not be accepted whatsoever.

- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

Deadline for Submission of Tenders

2.17

- 2.17.1 Tenders must be received by KRA electronically not later than **7th August, 2019 at 11.00am**

- 2.17.2 KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19

Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify the tender after submission and resubmit to the respective folders. All prior submissions cannot be deleted or overwritten. Tenderer to note that the latest submission shall be considered as the final version and all prior submissions shall be disregarded..

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

- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.
- 2.19.5 KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 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.

2.20 Opening of Tenders

- 2.20.1 KRA will open all tenders electronically in the presence of tenderers' representatives who choose to attend, on 7th August 2019 at 11.00 am
The tenderers' representatives present shall sign a register evidencing their attendance.
- 2.20.3 KRA will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders 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 of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence KRA in KRA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price

and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

- 2.22.3 KRA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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. KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by KRA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

- 2.24.1 KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

- 2.25.1 No margin of preference for this tender.

2.26 Contacting the Kenya Revenue Authority

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact

KRA on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

- 2.26.2 Any effort by a tenderer to influence KRA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27

Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, 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.

- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as KRA deems necessary and appropriate.

- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event 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

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

(c) KRA's Right to Vary Quantities

- 2.27.5 KRA reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) KRA's Right to Accept or Reject Any or All Tenders

- 2.27.6 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 KRA's action.

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, KRA will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of intention to award will NOT constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

- 2.29.1 At the same time as KRA notifies the successful tenderer that its tender has been accepted, KRA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KRA.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from 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 KRA.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KRA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 KRA requires that tenderers observe the highest standard of ethics during the procurement process and

execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya Revenue Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kenya Revenue Authority of the benefits of free and open competition;

2.31.2 The Kenya Revenue Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to qualified firms who can provide the described services under invitation to tender.
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.3.2	The bid document shall be downloaded free of charge from the KRA website.
2.10.4	Bid Validity Period is 335 days from Tender closing date
2.13.3	The technical specifications are included in this document
2.14.1	Tenders must be accompanied with a Tender Security of Kshs 500,000,00 valid for 365 days in the form of Cash Deposit, Bank Guarantee, Insurance company Guarantee or a Letter of credit.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization to of the signatory to the tender documents to bind the bidder.
2.17	Submission of the tender is via the KRA supplier portal. The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender).
2.18.1	Time, date, and place 7th August, 2019 at 11.00am. Place: Convention Centre on the 5th for bid opening is Floor of Times Tower Building. Street: Haile Selasie Avenue City: Nairobi Country: Kenya.
2.20	Opening of tender documents will be done in public at the time of closing the tender.
2.22	Bidders are expected to examine all instructions,

forms, terms, specifications, and other information in the Bidding Documents.

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.

2.24 The bid evaluation will consider technical factors ONLY. **Bidders must conform to the specific Technical Requirements in Section IV.**

2.25 Preference
KRA will not grant any preferences

2.27.4 The evaluation considers the technical factors and in addition ability to deliver the items on short notice.

2.30 The performance security will be required.

2.31 Anti-corruption Affidavit

KRA will require a supplier of goods and/or 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.

PRE-BID/SITE VISIT

There shall be a pre-bid on **30TH JULY, 2019** at **10.00 am** at Times Tower. Bidders are encouraged to attend as they shall be taken through the sap System

Site visit is not Mandatory however bidders are encouraged to visit so as to give their quotes from an informed point of view.

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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 Procuring entity and the tendered, 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 tendered under the Contract for the full and proper performance of its contractual obligations
 - (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tendered is required to supply to the Procuring entity under the Contract.
 - (d) “The Procuring entity” means Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.
 - (e) “The Tendered’ means the individual or firm supplying the Goods under this Contract.

3.2 Application

- 3.2.1 These General Conditions shall apply in all Contracts made by KRA for the procurement installation and commissioning of equipment

3.3 Country of Origin

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tendered.

3.4 Standards

- 3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

- 3.5.1 The tendered shall not, without 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 KRA in connection therewith, to any person other than a person employed by the tendered in the performance of the Contract.
- 3.5.2 The tendered shall not, without 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 Procuring entity and shall be returned (all copies) to KRA on completion of the Renderer's performance under the Contract if so required by KRA.

3.6 Patent Rights

The tendered shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Kenya.

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tendered shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to KRA as compensation for any loss resulting from the Renderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KRA and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to KRA, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by KRA and returned to the Candidate not later than thirty (30) days following the date of completion of the Renderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

- 3.8.1 KRA or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. KRA shall notify the tendered in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tendered or its subcontractor(s), at point of delivery, and/or at the Goods' destination. If conducted on the premises of the tendered 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 KRA.

- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tendered shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to KRA.
- 3.8.4 KRA's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tendered from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tendered shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tendered under this Contract shall be specified in Special Conditions of Contract.
- 3.12.2 Payments shall be made promptly by KRA as specified in the contract.

3.12.3 Indemnity

The Procuring Entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an

“indemnitee”), and defend them from and against any and all claims (whether during or after the term) that may arise or result from the performance of obligations under the contract by or on behalf of Contractor, except to the extent any such claims result from a breach of this contract directly attributable to the gross negligence or wilful misconduct of such indemnitee

3.13

Prices

- 3.13.1 Prices charged by the tendered for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tendered in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14

Assignment

- 3.14.1 The tendered shall not assign, in whole or in part, its obligations to perform under this Contract, except with KRA’s prior written consent.

3.15

Subcontracts

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

3.16

Termination for Default

- 3.16.1 KRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tendered, terminate this Contract in whole or in part:
 - (a) if the tendered fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by KRA;
 - (b) if the tendered fails to perform any other obligation(s) under the Contract;
 - (c) If the tendered, in the judgment of KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event KRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
4.7.1	Performance guarantee required
4.9	Packaging The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. All packages must be cleared labeled with description of contents and quantities.
4.10	Delivery All items to be supplied under this contract should be delivered to the Stores located on Ground Floor, Times Tower upon issuance of a valid Purchase Order
4.12	Payment Terms The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.
4.13	Prices Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
4.17	Liquidated Damages If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled. The Authority shall then be at liberty to realize the performance bond. In this clause, "days" means working days.
4.18.1	Resolutions of Disputes Any dispute, controversy or claim between the Parties

arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. 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.

- 4.19 The language of all correspondence and documents related to the bid is: **English.** Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

EVALUATION CRITERIA

(a) 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.

S/NO	ITEM DESCRIPTION	Mandatory
1.	Copy of valid Tax Compliance Certificate	Yes
2.	Certificate of Registration or Incorporation	Yes
3.	Power of Attorney (Sole Proprietors Exempted)	Yes
4.	Tender Security Kshs.500,000.00 valid for 365 days from the date of tender closure.	Yes
5.	Letter from the bank or a CBK approved financial institution indicating that the firm is currently operating an account- at least not older than six (6) months.	Yes
6.	Duly filled, signed and stamped Confidential Business Questionnaire	Yes
7.	Duly filled, signed and stamped Form of Tender.	Yes
8.	Trainers registered under the Company or collaborating companies must be members of the Professional Training Association of Kenya (PTAK)	Yes
9.	Fire Safety and Safety and Health Auditors must be registered with Directorate of Safety and Health	Yes
10.	The company must be registered with NITA as a trainer	Yes
11	The company must be registered with Directorate of Safety and Health	Yes

VENDOR EVALUATION CRITERIA (Carries 15 Marks)

Description of Criteria	Maximum Score	Cut off Score
<p style="text-align: center;">Managerial and Key Personnel Competency Profiles</p> <ul style="list-style-type: none"> • Organizational Chart (2 Marks) • Qualification of Key Staff and Capacity to deliver goods/service. employees of the company and who are members of the Professional Training Association of Kenya (PTAK) <i>Mandatory requirement</i> (2 Marks) • NITA Certification (1 Mark) • OSHA Qualification (1 Mark) 	6	4
<p style="text-align: center;">Physical Facilities</p> <p>Proof of physical Address and Capacity to deliver goods/services</p> <ul style="list-style-type: none"> ▪ State if owned or leased and attach copy of title or lease documents <i>Mandatory requirement</i> (2 Marks) ▪ Latest utility bill. (1 Mark) ▪ Equipment and other resources related to the procurement item (1 Marks) 	4	2
<p style="text-align: center;">Experience</p> <ul style="list-style-type: none"> • No. of Continuous Years in service provision (0.5 Mark for each year of experience up to a maximum of 2.5 Marks) • Provide summary list of contracts executed in the last 10 years (2.5 marks) for one relevant contract. 	5	4
Total Score	15	10

OVERALL TENDER EVALUATION CRITERIA.

The overall tender evaluation criteria is as follows:-

Criteria	Maximum Score/ Requirement	Cut-off score
Tender Responsiveness	Mandatory	All
Vendor Evaluation	15	10
Technical Evaluation	100	85
Financial Evaluation	The award shall be to the lowest evaluated bidder	

SECTION V - TECHNICAL SPECIFICATIONS

SAFETY EQUIPMENT MAINTENANCE, SAFETY AUDITS, FIRE SAFETY CERTIFICATION, FIRE SAFETY SENSITIZATIONS, FIRE MARSHALS TRAINING AND FIRE DRILLS			
<p>The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and the technical requirements will be scored out of 100%. Pass mark 85/100. The lowest quoted bidder who meets the pass mark will be considered for award subject to due diligence. Bidders are required to give a detailed response against each service specification and attach relevant information to support response in each criterion. The response “UNDERSTOOD AND WILL COMPLY OR TICK” will be treated as non-responsive.</p>			
	Technical Specifications (Service and other key requirements)	Bidder’s Response	Scores
1	The bidder shall visit all KRA stations to familiarize with the locations of the Fire Protection Equipment and confirm that they can be successfully maintained. The sites visits are NOT mandatory though bidders are encouraged to visit.		40
2	The bidder shall be registered with National Industrial Training Authority. Attach valid certificate.		20
3	The bidder shall be registered with the Directorate of Occupational Safety and Health Services. Attach valid certificate.		20
4	The successful bidder shall conduct Fire Safety Audits and Safety & Health audits for all KRA premises and provide DOSHS approved reports		20
5	The successful bidder shall undertake to conduct safety audits for newly leased KRA buildings when directed and provide DOSHS approved reports		20
6	The successful bidder shall conduct fire safety drills in all KRA premises and provide fire certificates from the Local County Government		20
7	The successful bidder shall provide competent staff that are experienced and technically versed in Fire Equipment maintenance who would be contacted for emergency responses on short notice		5
8	The successful bidder shall test all the Fire equipment and provide certificate as a proof of the same		20
9	The successful bidder shall establish functionality of portable fire extinguishers, hydrant systems and recommend repairs where necessary.		20
10	The successful bidder shall undertake such repair, component replacement and refurbishment of the equipment as may be deemed necessary for the purpose of keeping the equipment in serviceable condition.		10
11	The successful bidder shall in respect of each piece of equipment affix a label indicating basic details of the		10

SAFETY EQUIPMENT MAINTENANCE, SAFETY AUDITS, FIRE SAFETY CERTIFICATION, FIRE SAFETY SENSITIZATIONS, FIRE MARSHALS TRAINING AND FIRE DRILLS

The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and the technical requirements will be scored out of 100%. Pass mark 85/100. The lowest quoted bidder who meets the pass mark will be considered for award subject to due diligence. Bidders are required to give a detailed response against each service specification and attach relevant information to support response in each criterion. The response “UNDERSTOOD AND WILL COMPLY OR TICK” will be treated as non-responsive.

	Technical Specifications (Service and other key requirements)	Bidder’s Response	Scores
	service carried out and the date thereof		
12	The successful bidder shall refill and recharge any fire extinguisher found wholly or partially discharged whether in use or storage		10
13	The successful bidder shall replace break glasses immediately the same is reported for attention either arising from accidental or deliberate activation		10
14	The successful bidder shall provide and/or maintain fire cabinets fitted with locks in all KRA Estates (A sample of the fire cabinet and a lock will be shown on the ground during site survey)		10
15	The successful bidder shall provide quarterly serviceability status report of all fire equipment in subject procurement which shall include description of the nature of service carried out and the condition of the equipment.		20
16	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.		10
17	The successful bidder 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		10
18	The successful bidder Contract Manager 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.		10
19	The successful bidder shall inspect and refill the fire suppression systems at Times Tower, Forodha House Mombasa, and JIKA when and if needed to do so		10
21	The successful bidder shall be on call 24 hours if and when needed.		10
22	The successful bidder shall test the wet riser, dry riser system, alarm system, water hydrants and hose reel system to ascertain working condition.		10

SAFETY EQUIPMENT MAINTENANCE, SAFETY AUDITS, FIRE SAFETY CERTIFICATION, FIRE SAFETY SENSITIZATIONS, FIRE MARSHALS TRAINING AND FIRE DRILLS

The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and the technical requirements will be scored out of 100%. Pass mark 85/100. The lowest quoted bidder who meets the pass mark will be considered for award subject to due diligence. Bidders are required to give a detailed response against each service specification and attach relevant information to support response in each criterion. The response “UNDERSTOOD AND WILL COMPLY OR TICK” will be treated as non-responsive.

	Technical Specifications (Service and other key requirements)	Bidder’s Response	Scores
23	The successful bidder shall test the working condition of all fire pumps to ascertain working condition and undertake the necessary repairs		10
24	The successful bidder shall draw a fire training schedule/program for Basic fire training/sensitization and Fire marshal training for all KRA Stations/estates and present a copy of the same to the Security Manager’s office		10
25	The successful bidder shall conduct fire safety sensitization in all KRA premises i.e both for KRA staff and their families in the estates		20
26	The successful bidder shall train fire marshals as per the legal requirements in all KRA premises		10
27	The successful Bidder shall provide trained and competent technicians with Company branded personal protection equipment and company staff identification badges.		10
28	The successful bidder shall ensure that all the door locks, closers and keys for fire exits doors are serviceable		10
29	The successful bidder shall ensure that the bulk LPG system is serviceable at Times Tower and KESRA Mombasa		10
30	The successful bidder shall train Crisis Management Level 2(Security & Safety) committee members as per the legal requirements in all KRA regions		10
31	The successful bidder shall install gas leakage detection system at Inspection & Testing Centre (laboratory) at Times Tower		10
32	The successful bidder shall after carrying out their duties, leave the equipment and the environment in a clean and sound condition, and shall clear away all rubbish		10

FIRE SAFETY TRAINING

TRAINING OF STAFF ON FIRE SAFETY AND EMERGENCY DRILLS

S/No	Station	No. of staff	Minimum Requirement				Training of fire marshals	Training of all staff in the station on fire and safety	Training of Security and Safety committee	Fire safety audit	Fire drill	County Government certification
			CO2	H2O	Dry powder	Foam						
1	Moyale	25	1	1	1	0	2	25	0	Report	Drill	Certification
2	Wajir	7	1	1	1	0	2	7	0	Report	Drill	Certification
3	Mandera	9	1	1	1	0	2	9	0	Report	Drill	Certification
4	Elwak	4	1	1	1	0	2	4	0	Report	Drill	Certification
5	Diffu	2	1	1	1	0	2	2	0	Report	Drill	Certification
6	Garissa	24	2	2	2	0	4	24	0	Report	Drill	Certification
7	Kiunga	1	1	1	1	0	2	1	0	Report	Drill	Certification
8	Kopanga	4	1	1	1	0	2	4	0	Report	Drill	Certification
9	Nyamiro	2	1	1	1	0	2	2	0	Report	Drill	Certification
10	Shimoni	12	1	1	1	0	2	12	0	Report	Drill	Certification
11	Muhuru-Bay	5	1	1	1	0	2	5	0	Report	Drill	Certification
12	Lamu	8	1	1	1	0	2	8	0	Report	Drill	Certification
13	Lokichoggio	11	1	1	1	0	3	11	0	Report	Drill	Certification
14	Loitoktok	17	1	1	1	0	3	17	0	Report	Drill	Certification
15	Liboi	2	1	1	1	0	2	2	0	Report	Drill	Certification
16	Suam	5	1	1	1	0	2	5	0	Report	Drill	Certification
17	Athi River	2	1	1	1	0	2	2	0	Report	Drill	Certification
18	Bungoma	35	2	2	2	0	4	35	0	Report	Drill	Certification
19	Busia	62	2	2	2	0	5	62	0	Report	Drill	Certification
20	Eldoret	130	3	3	3	30	8	130	30	Report	Drill	Certification
21	Embu	46	2	2	2	30	5	46	30	Report	Drill	Certification
22	ICD Pepe	16	1	1	1	0	2	16	0	Report	Drill	Certification
23	Isebania	34	1	1	1	0	3	34	0	Report	Drill	Certification
24	Kakamega	39	2	2	2	0	4	39	0	Report	Drill	Certification

25	Kericho	29	2	2	2	0	2	29	0	Report	Drill	Certification
26	Kilifi	7	1	1	1	0	2	7	0	Report	Drill	Certification
27	Kisii	46	2	2	2	0	4	46	0	Report	Drill	Certification
28	Ksm forodha	51	4	4	4	30	5	51	30	Report	Drill	Certification
29	Ngomeni	1	1	1	1	0	1	1	0	Report	Drill	Certification
30	Vanga	1	1	1	1	0	2	1	0	Report	Drill	Certification
40	Lungalunga	22	2	2	2	0	3	22	0	Report	Drill	Certification
41	Lwakhakha	5	1	1	1	0	2	5	0	Report	Drill	Certification
42	Machakos	39	2	2	2	0	3	39	0	Report	Drill	Certification
43	Malaba	65	2	2	2	0	3	65	0	Report	Drill	Certification
44	Malindi	34	2	2	2	0	3	34	0	Report	Drill	Certification
45	Mbita	15	1	1	1	0	2	15	0	Report	Drill	Certification
46	Meru	31	2	2	2	0	3	31	0	Report	Drill	Certification
47	Mombasa	346	13	13	13	30	34	346	30	Report	Drill	Certification
48	Muhoroni	2	1	1	1	0	2	2	0	Report	Drill	Certification
49	Naivasha	31	1	1	1	0	2	31	0	Report	Drill	Certification
50	Nakuru	140	3	3	3	30	6	140	30	Report	Drill	Certification
51	Namanga	35	2	2	2	0	3	35	0	Report	Drill	Certification
52	Nyeri	75	3	3	3	30	4	75	30	Report	Drill	Certification
53	Sio Port	7	1	1	1	0	2	7	0	Report	Drill	Certification
54	Taveta	24	2	2	2	0	2	24	0	Report	Drill	Certification
55	Thika	77	3	3	3	0	5	77	0	Report	Drill	Certification
56	Usenge	8	1	1	1	0	2	8	0	Report	Drill	Certification
57	Voi	12	2	2	2	0	2	12	0	Report	Drill	Certification
58	Maralal	9	2	2	2	0	2	9	0	Report	Drill	Certification
59	Muranga	15	2	2	2	0	2	15	0	Report	Drill	Certification
60	Lodwar	15	2	2	2	0	2	15	0	Report	Drill	Certification
61	Narok	10	2	2	2	0	2	10	0	Report	Drill	Certification
62	Kajiado	11	2	2	2	0	2	11	0	Report	Drill	Certification
63	Isiolo	17	2	2	2	0	2	17	0	Report	Drill	Certification
64	Times Tower	2000	38	38	38	50	100	2000	50	Report	Drill	Certification
65	JKIA	450	5	5	5	0	14	450	0	Report	Drill	Certification
66	Fortis park	300	2	2	2	0	14	300	0	Report	Drill	Certification
67	Sameer Park	500	5	5	5	0	20	500	0	Report	Drill	Certification

68	ICD Embakasi	40	2	2	2	0	3	40	0	Report	Drill	Certification
69	Ndekwa Estate	24	2	2	2	0	0	24	0	Report	Drill	Certification
70	Kongoni Estate	24	2	2	2	0	0	24	0	Report	Drill	Certification
71	Mawenzi A	23	2	2	2	0	0	23	0	Report	Drill	Certification
72	Mawenzi B	50	2	2	2	0	0	50	0	Report	Drill	Certification
73	Langata Estate	372	9	9	9	0	0	372	0	Report	Drill	Certification
74	KESRA MSA	50	2	2	2	0	0	50	0	Report	Drill	Certification
75	Soweto	192	5	5	5	0	0	192	0	Report	Drill	Certification
76	Changamwe	46	2	2	2	0	0	46	0	Report	Drill	Certification
77	Miritini One	124	5	5	5	0	0	124	0	Report	Drill	Certification
78	Miritini Two	124	5	5	5	0	0	124	0	Report	Drill	Certification
79	Buxtan	24	1	1	1	0	0	24	0	Report	Drill	Certification
80	Kizingo	16	1	1	1	0	0	16	0	Report	Drill	Certification
81	Nyerere	16	1	1	1	0	0	16	0	Report	Drill	Certification
82	Bamburi Senior	20	1	1	1	0	0	20	0	Report	Drill	Certification
83	Migadini	46	2	2	2	0	0	46	0	Report	Drill	Certification
84	Robert Ouko Senior	96	3	3	3	0	0	96	0	Report	Drill	Certification
85	Robert Ouko junior	45	2	2	2	0	0	45	0	Report	Drill	Certification
86	Milimani Senior	2	1	1	1	0	0	2	0	Report	Drill	Certification
87	Milimani Junior	4	1	1	1	0	1	4	0	Report	Drill	Certification
88	Kilindini	151	4	4	4	0	10	151	0	Report	Drill	Certification
90	Kitui	10	1	1	1	0	2	10	0	Report	Drill	Certification
92	KESRA NRB	200	1	1	1	0	2	200	0	Report	Drill	Certification
93	CBC	700	2	1	1	0	50	700	0	Report	Drill	Certification
94	Itax	100	2	2	2	0	4	100	0	Report	Drill	Certification
95	Kerugoya	10	1	1	1	0	2	10	0	Report	Drill	Certification
96	Kiambu	7	1	1	1	0	2	7	0	Report	Drill	Certification
97	Nyahururu	7	1	1	1	0	2	7	0	Report	Drill	Certification
98	Makongeni	5	1	1	1		2	5	0	Report	Drill	Certification
99	Old port	5	1	1	1	1	1	5	0	Report	Drill	Certification
100	Toyo	5	1	1	1	1	1	5	0	Report	Drill	Certification
101	Ukunda	5	1	1	1	1	1	5	0	Report	Drill	Certification
102	Msa boat 1	5	1	1	1	1	1	5	0	Report	Drill	Certification

103	Msa boat 2	5	1	1	1	1	1	5	0	Report	Drill	Certification
104	Msa boat 3	5	1	1	1	1	1	5	0	Report	Drill	Certification
105	Bamburi Jr	20	1	1	1	1	0	20	0	Report	Drill	Certification
106	Ksm Swan	100	1	1	1	1	10	100	0	Report	Drill	Certification
107	Ksm boat 4	5	1	1	1	1	1	5	0	Report	Drill	Certification
108	Ksm boat 5	5	1	1	1	1	1	5	0	Report	Drill	Certification
109	Ksm pier	5	1	1	1	1	1	5	0	Report	Drill	Certification
110	Wilson	10	1	1	1	1	2	10	0	Report	Drill	Certification
111	Kitale	20	1	1	1	1	2	20	0	Report	Drill	Certification
112	Nanyuki	20	1	1	1	1	2	20	0	Report	Drill	Certification
113	Nadapal	5	1	1	1	1	1	5	0	Report	Drill	Certification
114	Lok airstrip	5	1	1	1	1	1	5	0	Report	Dill	Certification
115	Eld airport	4	1	1	1	1	1	1	0	Report	Drill	Certification
116	Eld pipeline	16	1	1	1	1	1	2	0	Report	Drill	Certification
117	ICD Ksm	10	1	1	1	1	1	2	0	Report	Drill	Certification
TOTAL		6755	445	445	445	445	600	6745	230			

BIDDER'S RESPONSE DECLARATION FORM

THIS IS TO CONFIRM THAT I HAVE READ, UNDERSTOOD AND WILL COMPLY WITH **ALL TRAINING OF STAFF ON FIRE SAFETY AND EMERGENCY DRILLS** STATED ABOVE IN THIS TENDER DOCUMENT.

Tenderer's Signature _____ *Official*

Stamp _____ *Date* _____

FIRE EQUIPMENT MAINTENANCE SERVICES COUNTRYWIDE
Table 1- Distribution of Fire Protection Equipment Countrywide (REVISED)

	Station	Water	Carbon dioxide	Dry powder	Foam	Dry riser system	Fire Blankets	Hydrant System	Automatic Suppression Equipment	Mobile Foam/dry powder/CO2 Units	Hose reel	Fire detection system	Kitchen hood	Supply new Fire Cabinets	LPG Detection system	Fire doors	Sprinkler system
1	Times Tower	0	310	105	12	3	6	2	2	0	84	2	1	0	2	90	1
2	Wilson Airport	8	4	2	8	1	0	0	0	0	5	0	0	0	0	0	0
3	Forodha Hse JKIA	32	40	28	14	0	0	0	1	8	10	1	0	0	0	0	0
5	Moyale	2	70	60	5	0	1	0	0	0	11	1	0	35	0	0	0
6	Garissa	4	2	4	2	0	0	0	0	0	0	0	0	0	0	0	0
7	Mandera	1	5	1	0	0	0	0	0	0	0	0	0	2	0	0	0
8	Namanga	8	17	26	4	0	0	0	0	0	8	1	0	14	0	0	0
9	Suam River	1	2	1	2	0	0	0	0	0	0	0	0	2	0	0	0
10	Lokichoggio Main Office	4	3	5	5	0	0	0	0	0	0	0	0	4	0	0	0
11	Lokichoggio-Airstrip Office	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
12	Kericho	4	8	0	1	0	1	0	0	0	0	0	0	0	0	0	0
13	Loitokitok	65	93	46	2		1	0	0	0	0	0	0	50	0	0	0
14	Forodha Hse Msa	42	57	136	4	3	4	3	1	0	7	1	0	0	0	0	0
15	Kiunga	1	1	2	1	0	0	0	0	0	0	0	0	0	0	0	0
16	Vanga	2	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
17	KESRA	15	63	69	7	0	2	0	0	0	2	1	0	40	1	0	0
18	Shimoni	3	14	14	3	0	0	0	0	0	0	0	0	0	0	0	0
19	Taveta	12	138	136	0	0	0	0	0	0	5	1	0	72	0	0	0
20	Lunga Lunga	10	25	37	5	0	0	0	0	0	5	2	0	20	0	0	0
21	Kilifi	2	2	3	1	0	0	0	0	0	0	0	0	0	0	0	0
22	Mombasa KRA 001 – Boat	0	1	3	0	0	1	0	0	0	0	0	0	0	0	0	0
23	Mombasa KRA 002 – Boat	0	1	4	0	0	2	0	0	0	0	0	0	0	0	0	0
24	Mombasa KRA 003 – Boat	0	2	4	0	0	1	0	0	0	0	0	0	0	0	0	0
25	Scanner Office Mobile Kilindini	0	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0

	Station	Water	Carbon dioxide	Dry powder	Foam	Dry riser system	Fire Blankets	Hydrant System	Automatic Suppression Equipment	Mobile Foam/dry powder/CO2 Units	Hose reel	Fire detection system	Kitchen hood	Supply new Fire Cabinets	LPG Detection system	Fire doors	Sprinkler system
26	Scanner Office Fixed– Kilindini	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27	Miritini II	0	27	25		0	0	0	0	0	0	0	0	13	0	0	0
28	Malaba	15	55	93	5	0	0	0	0	0	10	1	0	42	0	0	0
29	Busia	9	60	64	7	0	0	0	0	0		1	0	35	0	0	0
30	Lwakhakha	4	9	17	3	0	0	0	0	0	2	0	0				0
31	Forodha HseKisumu	4	18	16	4	0	0	0	0	0	2	0	0	0	0	2	0
32	Isebania	15	36	28	5	0	0	0	0	0	6	1	0	29	0	0	0
33	Kisumu – Pier	4	11	11	0	0	0	0	0	0	0	0	0	0	0	0	0
34	Kisumu KRA 004 – Boat	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
35	Kisumu KRA 005 – Boat	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
36	Ndekwa	0	10	10	0	0	0	0	0	0	0	0	0	7	0	0	0
37	Kongoni	0	16	15	0	0	3	0	0	0	0	0	0	10	0	0	0
38	Mawenzi A	0	12	12	0	0	2	0	0	0	0	0	0	6	0	0	0
39	Mawenzi B	0	16	16	0	0	3	0	0	0	0	0	0	8	0	0	0
40	Nyamtiro	2	2	2	0	0	1	0	0	0	0	0	0	0	0	0	0
41	Muhurubay	2	0	0	1	0	2	0	0	0	0	0	0	0	0	0	0
42	Kopanga	2	3	3	1	0	1	0	0	0	0	0	0	0	0	0	0
43	Malindi 2	0	8	8	0	0	0	0	0	0	0	0	0	4	0	0	0
44	Robert Ouko Snr	0	3	3	0	0	0	0	0	0	0	0	0	2	0	0	0
45	Baxton Est.	0	10	50	0	0	0	0	0	0	0	0	0	15	0	0	0
46	Bamburi snr	0	17	12	0	0	0	0	0	0	0	0	0	8	0	0	0
47	Kizingo Estate	0	33	33	0	0	0	0	0	0	0	0	0	17	0	0	0
48	Kilindini off	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0
49	Ushuru 1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
50	Gate 20 kilindini	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0
51	Miritini Est.	0	10	11	0	0	0	0	0	0	0	0	0	5	0	0	0
52	Shade 5 Kilindini	0	7	11	0	0	0	0	0	0	0	0	0	0	0	0	0
53	Ngomeni	0	1	1	0	0	0	0	0	0	0	0	0	1	0	0	0
54	Migadini Est	0	55	55		0	0	0	0	0	0	0	0	27	0	0	0

	Station	Water	Carbon dioxide	Dry powder	Foam	Dry riser system	Fire Blankets	Hydrant System	Automatic Suppression Equipment	Mobile Foam/dry powder/ CO2 Units	Hose reel	Fire detection system	Kitchen hood	Supply new Fire Cabinets	LPG Detection system	Fire doors	Sprinkler system
55	Malindi 1 off	0	8	8		0	0	0	0	0	0	0	0	0	0	0	0
56	Nyerere Est	0	32	32	0	0	0	0	0	0	0	0	0	16	0	0	0
57	Soweto Est.	0	52	61	0	0	0	0	0	0	0	0	0	29	0	0	0
58	Bamburi jnr	0	17	12	0	0	0	0	0	0	0	0	0	8	0	0	0
59	Changamwe Estate	0	55	55	0	0	0	0	0	0	0	0	0	27	0	0	0
60	Milimani Snr	0	6	6	0	0	0	0	0	0	0	0	0	4	0	0	0
61	Usenge	2	2	2	1	0	1	0	0	0	0	0	0	0	0	0	0
62	Mbita office	2	2	0	1	0	1	0	0	0	0	0	0	0	0	0	0
63	Langata Estate	0	95	95	0	0	0	0	0	0	0	0	0	50	0	0	0
64	Nakuru	3	11	10	1	0	2	0	0	0	0	0	0	0	0	0	0
65	Machakos	3	4	3	0	0	1	0	0	0	0	0	0	0	0	0	0
66	Kajiado	2	4	0	0	0	1	0	0	0	0	0	0	0	0	0	0
67	Kisumu swan	3	11	9	1	0	0	0	0	0	0	0	0	0	0	0	0
68	Narok	4	10	8	1	0	1	0	0	0	0	0	0	0	0	0	0
69	Kisii	3	7	0	1	0	1	0	0	0	0	0	0	0	0	0	0
71	Sio Port	2	1	2	1		1	0	0	0	0	0	0	0	0	0	0
72	Bungoma	2	4	4	1	0	1	0	0	0	0	0	0	0	0	0	0
73	Kakamega	4	13	8	1	0	1	0	0	0	1	0	0	0	0	0	0
74	Kitale	3	5	4	1	0	1	0	0	0	0	0	0	0	0	0	0
75	Eldoret	3	18	12	1	0	6	0	0	0	1	0	0	0	0	0	0
76	Eldoret Airport	2	1	2	0	0	1	0	0	0	0	0	0	0	0	0	0
77	KPA Pipeline	2	4	3	1	0	1	0	0	0	0	0	0	0	0	0	0
78	Nyahururu	2	7	5	1	0	1	0	0	0	0	0	0	0	0	0	0
79	Naivasha	4	9	6	0	0	1	0	0	0	0	0	0	0	0	0	0
80	Meru	2	8	7	0	0	1	0	0	0	0	0	0	0	0	0	0
81	Embu	2	20	14	0	0	2	0	0	0	0	0	0	0	0	0	0
82	Nanyuki	5	8	0	0	0	1	0	0	0	0	0	0	0	0	0	0
83	Nyeri	3	21	15	1	0	1	0	0	0	0	0	0	0	0	0	0
84	Murang'a	2	10	10	1	0	1	0	0	0	0	0	0	0	0	0	0
85	Kerugoya	2	10	10	1	0	1	0	0	0	0	0	0	0	0	0	0

	Station	Water	Carbon dioxide	Dry powder	Foam	Dry riser system	Fire Blankets	Hydrant System	Automatic Suppression Equipment	Mobile Foam/dry powder/ CO2 Units	Hose reel	Fire detection system	Kitchen hood	Supply new Fire Cabinets	LPG Detection system	Fire doors	Sprinkler system
86	Kiambu	0	7	4	0	0	1	0	0	0	0	0	0	0	0	0	0
87	Thika	2	21	0	0	0	1	0	0	0	0	0	0	0	0	0	0
88	ICD Embakasi	0	25	16	0	0	1	0	0	0	0	0	0	0	0	0	0
89	Sameer Park	0	70	64	0	0	4	0	0	0	0	0	0	0	0	0	0
90	Itax	0	8	4	0	0	1	0	0	0	0	0	0	0	0	0	0
91	Ushuru Towers	18	100	70	0	3	6	0	1	0	56	2	0	0	0	0	1
92	Podo Park	0	29	21	0	0	2	0	0	0	0	0	0	0	0	0	0
93	Fortis	0	23	23	0	0	1	0	1	0	0	0	0	0	0	0	0
94	Kisumu ICD	4	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0
95	Kitui	2	4	3	0	0	1	0	0	0	0	0	0	0	0	0	0
96	Isiolo	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0
97	Eldoret Posta	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
98	Ukunda	0	2	2	0	0	1	0	0	0	0	0	0	0	0	0	0
99	Lodwar	2	10	5	0	0	1	0	0	0	0	0	0	0	0	0	0
100	Nadapal	2	5	4	0	0	1	0	0	0	0	0	0	0	0	0	0
101	Maralal	2	5	4	0	0	1	0	0	0	0	0	0	0	0	0	0
102	Wajir	2	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0
103	Elwak	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0
104	Diffu	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0
105	Lamu	18	20	2	0	0	0	0	0	0	0	0	0	0	0	0	0
106	Liboi	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0
107	Athi river	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0
108	ICD Pepe	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0
109	Malindi	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0
110	Voi	0			0	0	0	0	0	0	0	0	0	0	0	0	0
111	Robert ouko	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0
112	Milimani jr	0	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	379	2065	2087	122	7	76	5	5	8	215	15	1	598	3	92	2

FIRE FIGHTING PUMPS AT TIMES TOWER

The following are firefighting pumps in Times Tower building:

Appendix 1

Item	Description	Qty	Serial Number	Type	Rating	Condition
SPRINKLER PUMPS						
	Sprinkler pumps to parking wing on upper basement.	2	9540034A4 and 9540034B4	SPP KM06D	22KW	Good
	Sprinkler transfer to level 16 sprinkler tank (2No) on upper basement	2	GH012440 and GH015870	Dunfoss CR 30-50	11KW	Good
	Sprinkler system supply level0-16(2No) on upper basement	2	9540034A and9540034C	SPP KM03F	11KW	Good
	Sprinkler pump supply level 17 – 32 (2No) on level 16	2	9540034B and 9540034 D	SPP KM 03E	11KW	Good
WET RISER PUMPS						
	Wet riser booster pumps to level 16 water tank	2	GH012440 and GH015870	Brook Crompton	75KW	Good
	Wet riser supply level 0 – 16 (2No) on upper basement	2	GH016023 and GH016024	Brook Hansen C280 S	132 W	Good
	Wet riser pump supply level17 – 32 (2No) on upper	2	GH105562 and GH 016025	Brook Hansen C280 S	132KW	Good

	basement					
HOSE REEL PUMP						
	Hose reel pump on level 16	2	982650 A & B	CR 8 –100 A – f– F B4BV	4KW	Good
	Hose reel pump on level 32	2	0111127 A & B	CR 8 –100 A – f– F B4BV	4KW	Good
DOMESTIC PUMPS						
	Domestic pumps basement	4				Good
	Domestic pumps level 16	2				Good

ANNUAL MAINTENANCE OF FIRE PUMPS (24 FIRE PUMPS)

Item	Description	
Minimum requirement		Bidder's response
	ANNUAL MAINTENANCE SERVICE	
1	Clean the body parts of all pumps	
2	Check on leaking gate valves	
3	Check pressure switches	
4	Check and clean level indicator systems.	
5	Lubricating all mechanical part	
6	Check pump floats	
7	Check all piping for leaks including overflow piping.	
8	Tighten all panel connections.	
9	Check and test the level controls and indicators for proper operations.	
10	Carry out test on starting and running currents for all pump motors every three months	
11	Check and clean all panels.	
12	Test and commission all equipment.	
13	Clean the working area to customer's satisfaction.	
Minimum requirement		Bidder's response
1	Clean the body parts of all pumps	
2	Check on leaking gate valves	
3	Check pressure switches	
4	Check and clean level indicator systems.	
5	Lubricating all mechanical part	
6	Check pump floats	
7	Check all piping for leaks including overflow piping.	

8	Tighten all panel connections.	
9	Check and test the level controls and indicators for proper operations.	
10	Carry out test on starting and running currents for all pump motors every three months	
11	Check and clean all panels.	
12	Test and commission all equipment.	
13	Clean the working area to customer's satisfaction.	

BIDDER'S RESPONSE DECLARATION FORM

THIS IS TO CONFIRM THAT I HAVE READ, UNDERSTOOD AND WILL COMPLY WITH **ANNUAL MAINTENANCE OF FIRE PUMPS (24 FIRE PUMPS)** STATED ABOVE IN THIS TENDER DOCUMENT.

Tenderer's Signature _____ *Official*

Stamp _____ *Date* _____

PRICE SCHEDULE

I. TRAINING OF STAFF ON FIRE SAFETY AND EMERGENCY DRILLS

S/No	Station	Training of fire marshals	Training of all staff in the station on fire and safety	Training of Security & Safety committee members	Fire safety audit	Fire drill	County Government certification	Total Cost Year 1 in KES	Total Cost for Year 2 in KES	Total Cost for Year 3 in KES	Grand Total Cost in KES
1	Moyale	2	25	0	Report	Drill	Certification				
2	Wajir	2	7	0	Report	Drill	Certification				
3	Mandera	2	9	0	Report	Drill	Certification				
4	Elwak	2	4	0	Report	Drill	Certification				
5	Diffu	2	2	0	Report	Drill	Certification				
6	Garissa	4	24	0	Report	Drill	Certification				
7	Kiunga	2	1	0	Report	Drill	Certification				
8	Kopanga	2	4	0	Report	Drill	Certification				
9	Nyamtiro	2	2	0	Report	Drill	Certification				
10	Shimoni	2	12	0	Report	Drill	Certification				
11	Muhuru-Bay	2	5	0	Report	Drill	Certification				
12	Lamu	2	8	0	Report	Drill	Certification				
13	Lokichoggio	3	11	0	Report	Drill	Certification				
14	Loitoktok	3	17	0	Report	Drill	Certification				
15	Liboi	2	2	0	Report	Drill	Certification				
16	Suam	2	5	0	Report	Drill	Certification				
17	Athi River	2	2	0	Report	Drill	Certification				
18	Bungoma	4	35	0	Report	Drill	Certification				
19	Busia	5	62	0	Report	Drill	Certification				
20	Eldoret	8	150	30	Report	Drill	Certification				
21	Embu	5	46	30	Report	Drill	Certification				
22	ICD Pepe	2	16	0	Report	Drill	Certification				
23	Isebania	3	34	0	Report	Drill	Certification				
24	Kakamega	4	39	0	Report	Drill	Certification				
25	Kericho	2	29	0	Report	Drill	Certification				

26	Kilifi	2	7	0	Report	Drill	Certification				
27	Kisii	4	46	0	Report	Drill	Certification				
28	Ksm forodha	10	151	0	Report	Drill	Certification				
29	Ngomeni	1	1	0	Report	Drill	Certification				
30	Vanga	2	1	0	Report	Drill	Certification				
40	Lungalunga	3	22	0	Report	Drill	Certification				
41	Lwakhakha	2	5	0	Report	Drill	Certification				
42	Machakos	3	39	0	Report	Drill	Certification				
43	Malaba	3	65	0	Report	Drill	Certification				
44	Malindi	3	34	0	Report	Drill	Certification				
45	Mbita	2	15	0	Report	Drill	Certification				
46	Meru	3	31	0	Report	Drill	Certification				
47	Mombasa	34	346	30	Report	Drill	Certification				
48	Muhoroni	2	2	0	Report	Drill	Certification				
49	Naivasha	2	31	0	Report	Drill	Certification				
50	Nakuru	6	140	30	Report	Drill	Certification				
51	Namanga	3	35	0	Report	Drill	Certification				
52	Nyeri	4	75	30	Report	Drill	Certification				
53	Sio Port	2	7	0	Report	Drill	Certification				
54	Taveta	2	24	0	Report	Drill	Certification				
55	Thika	5	77	0	Report	Drill	Certification				
56	Usenge	2	8	0	Report	Drill	Certification				
57	Voi	2	12	0	Report	Drill	Certification				
58	Maralal	2	9	0	Report	Drill	Certification				
59	Muranga	2	15	0	Report	Drill	Certification				
60	Lodwar	2	15	0	Report	Drill	Certification				
61	Narok	2	10	0	Report	Drill	Certification				
62	Kajiado	2	11	0	Report	Drill	Certification				
63	Isiolo	2	17	0	Report	Drill	Certification				
64	Times Tower	100	2000	50	Report	Drill	Certification				
65	JKIA	14	450	0	Report	Drill	Certification				
66	Fortis park	14	350	0	Report	Drill	Certification				
67	Sameer Park	3	40	0	Report	Drill	Certification				

68	ICD Embakasi	0	24	0	Report	Drill	Certification			
69	Ndekwa Estate	0	24	0	Report	Drill	Certification			
70	Kongoni Estate	0	23	0	Report	Drill	Certification			
71	Mawenzi A	0	50	0	Report	Drill	Certification			
72	Mawenzi B	0	372	0	Report	Drill	Certification			
73	Langata Estate	0	50	0	Report	Drill	Certification			
74	KESRA MSA	0	192	0	Report	Drill	Certification			
75	Soweto	0	46	0	Report	Drill	Certification			
76	Changamwe	0	124	0	Report	Drill	Certification			
77	Miritini One	0	124	0	Report	Drill	Certification			
78	Miritini Two	0	24	0	Report	Drill	Certification			
79	Buxtan	0	16	0	Report	Drill	Certification			
80	Kizingo	0	16	0	Report	Drill	Certification			
81	Nyerere	0	20	0	Report	Drill	Certification			
82	Bamburi Senior	0	46	0	Report	Drill	Certification			
83	Migadini	0	96	0	Report	Drill	Certification			
84	Robert Ouko Senior	0	45	0	Report	Drill	Certification			
85	Robert Ouko junior	0	2	0	Report	Drill	Certification			
86	Milimani Senior	1	4	0	Report	Drill	Certification			
87	Milimani Junior	10	151	0	Report	Drill	Certification			
88	Kilindini	2	10	0	Report	Drill	Certification			
90	Kitui	2	200	0	Report	Drill	Certification			
92	KESRA NRB	2	200	0	Report	Drill	Certification			
93	CBC	4	100	0	Report	Drill	Certification			
94	Itax	2	10	0	Report	Drill	Certification			
95	Kerugoya	2	7	0	Report	Drill	Certification			
96	Kiambu	2	7	0	Report	Drill	Certification			

97	Nyahururu	2	5	0	Report	Drill	Certification				
98	Makongeni	2	5	0	Report	Drill	Certification				
99	Old port	2	5	0	Report	Drill	Certification				
100	Toyo	1	5	0	Report	Drill	Certification				
101	Ukunda	1	5	0	Report	Drill	Certification				
102	Msa boat 1	1	5	0	Report	Drill	Certification				
103	Msa boat 2	1	5	0	Report	Drill	Certification				
104	Msa boat 3	1	5	0	Report	Drill	Certification				
105	Bamburi Jr	1	5	0	Report	Drill	Certification				
106	Ksm Swan	1	5	0	Report	Drill	Certification				
107	Ksm boat 4	0	20	0	Report	Drill	certification				
108	Ksm boat 5	1	5	0	Report	Drill	Certification				
109	Ksm pier	2	10	0	Report	Drill	Certification				
110	Wilson	2	20	0	Report	Drill	Certification				
111	Kitale	2	20	0	Report	Drill	Certification				
112	Nanyuki	1	5	0	Report	Drill	Certification				
113	Nadapal	10	100	0	Report	Drill	Certification				
114	Lok airstrip	1	4	0	Report	Drill	Certification				
115	Eld airport	2	16	0	Report	Drill	Certification				
116	Eld pipeline	2	10	0	Report	Drill	Certification				
117	ICD Ksm	1	2	0	Report	Drill	Certification				
TOTAL		600	6755	230							
GRAND TOTAL (TO BE MOVED TO FORM OF TENDER)											

II. SERVICE OF FIRE EQUIPMENTS

FIRE PROTECTION EQUIPMENT	Number	Rates for Servicing per equipment in KES	Cost of servicing per quarter	Annual Cost of servicing	Annual Cost of servicing	Annual Cost of servicing	Grand Total for the 3 years
				For Year 1	For Year 2	For Year 3	
CO2	2,065						
Dry Powder	2,087						
Fire Blanket	76						
Water	379						
Foam	122						
Dry Riser	42						
Fire Blanket	76						
Hydrant system	5						
Automatic Suppression System	5						
Mobile Foam/Dry powder/CO2 Units	8						
Hose Reel	215						
Fire Detection System	15						
Kitchen Hood	2						
Fire cabinets	598						
Fire cabinet lock	598						
Fire and domestic pumps	24						
LPG Detection System	3						
Fire Doors	92						
Fire Locks	92						
Grand Total (To be carried forward to the summary of bid price)							

III. BILL OF QUANTITY FOR REPAIR OF FIRE PUMPS AND ASSOCIATED ASSEMBLIES AT TIMES TOWER

Item	Description	Unit	Qty.	Rate	Amounts
1.0	Wet riser booster pump – level -1 (Brook Crompton TD10A-H 75KW 415Volts 50Hz).				
1.1	Carry out service to the pumps by offering required lubrications and replacing worn out grease packing when necessary	Item	1		
1.2	Re-fix water level for wiring controls to ensure proper operation of the pumps.	Item	1		
2.0	Wet riser pumps – Level 0 – 16 (Brook Crompton TE10D 132Watts 415Volts 50Hz)				
2.1	Carry out service to the pumps by offering required lubrications and replacing worn out grease packing when necessary	Item	1		
2.2	supply, install and commission jockey pump to the existing wiring with the following specifications: Type – Multi stage Make – Grundfos CR2 or approved equivalent. Voltage – 220/240Volts Frequency – 50/60Hz Rating – 1.0KW, 1.34HP	No.	1		
2.3	Replace leaking ¾" gate valves with steam type as pegler or approved equivalent.	No.	3		
2.4	Replace indicator lamps to match the existing.	No.	2		
2.5	Supply, install ¾" base pressure gauge to measure between 0 – 400psi for jockey and pump 1 & 2 test lines.	No.	3		
2.6	Rectify existing wiring diagram for pump 2 to ensure operation of the pump in accordance with the set sequence of operation in event of fire.	Item	1		
3.0	Sprinkler booster pumps – level -1 (15HP, 11KW 415Volts 50Hz grundfos multi stage)				
3.1	Carry out service to the pumps by offering required lubrications and replacing worn out grease packing when necessary.	Set	1		
3.2	Repair/service and connect pump 2 and ensure proper operation.				

3.3					
4.0	Sprinkler pumps – level 0-16 (15KW KM03E D160MN)				
4.1	Carry out service to the pumps by offering required lubrications and replacing worn out grease packing when necessary.	Set	1		
4.2	Replace leaking ¾" gate valves with steam type as pegler or approved equivalent.	No.	3		
4.3	Replace indicator lamps to match the existing.	No.	2		
4.4	Supply, install ¾" base pressure gauge to measure between 0 – 400psi for jockey and pump 1 & 2 test lines.	No.	3		
4.5	Rectify existing wiring diagram for pump 2 to ensure operation of the pump in accordance with the set sequence of operation in event of fire.	Item	1		
5.0	Sprinkler pumps – car park wing (15KW KM06D)				
5.1	Carry out service to the pumps by offering required lubrications and replacing worn out grease packing when necessary.	Set	1		
5.2	Replace leaking ¾" gate valves with steam type as pegler or approved equivalent.	No.	3		
5.3	Replace indicator lamps to match the existing.	No.	2		
5.4	Supply, install ¾" base pressure gauge to measure between 0 – 400psi for jockey and pump 1 & 2 test lines.	No.	3		
5.5	Rectify existing wiring diagram for pump 2 to ensure operation of the pump in accordance with the set sequence of operation in event of fire.	Item	1		
5.6	Repair /replace the main-switch for pump 2 as necessary.	Item	1		
6.0	Wet riser pumps – level 16-32 (Brook Crompton TE10D 132Watts 415Volts 50Hz)				
6.1	Carry out service to the pumps by offering required lubrications and replacing worn out grease packing when necessary.	Set	1		
6.2	Replace leaking ¾" gate valves with steam type as pegler or approved equivalent.	No.	3		
6.3	Replace indicator lamps to match the existing.	No.	1		
6.4	Supply, install ¾" base pressure gauge to measure between 0 – 400psi for jockey and pump 1 & 2 test lines.	No.	3		
7.0	Sprinkler pumps – level 16- 32 wing (15KW D160MN KM03E)				

7.1	Carry out service to the pumps by offering required lubrications and replacing worn out grease packing when necessary.	Set	1		
7.2	Replace leaking ¾" gate valves with steam type as pegler or approved equivalent.	No.	3		
7.3	Supply, install ¾" base pressure gauge to measure between 0 – 400psi for jockey and pump 1 & 2 test lines.	No.	3		
8.0	Hose reel pumps – level 0-16 on level 16 (4KW,415Volts, 50Hz grundfos CR8-100)				
8.1	Carry out service to the pumps by offering required lubrications and replacing worn out grease packing when necessary.	Set	1		
8.2	Replace water pressure cylinder for the hose reel system equivalent to the existing.				
9.0	Hose reel pumps – level 16-32 on level 32 (4KW,415Volts, 50Hz grundfos CR8-100)				
9.1	Carry out service to the pumps by offering required lubrications and replacing worn out grease packing when necessary.	Set	1		
10.0	Sump pump(squirrel case 3phase 415Volts, 50Hz				
10.1	Remove the pumps from the sump, properly clean of any sludge and replace all worn out seals and bearings.				
10.2	Check and repair the control panel to ensure smooth operation of the pumps alternately or in any way deemed to conform to standard operation of the pumps.	Set	1		
10.3	Clear the sump of any sludge and dispose as required with the disposal standard.	Item	1		
10.4	Re install the pumps, test and commission the pumps to ensure smooth operations.	Item	1		
	GRAND TOTAL AMOUNT (To be carried forward to the summary of bid price)				

SUMMARY OF BID PRICE

NO.	DESCRIPTION	BID PRICE
I.	TRAINING OF STAFF ON FIRE SAFETY AND EMERGENCY DRILLS (Total for year 1, 2 & 3)	
II.	SERVICE OF FIRE EQUIPMENTS (Total for year 1, 2 & 3)	
III.	BILL OF QUANTITY FOR REPAIR OF FIRE PUMPS AND ASSOCIATED ASSEMBLIES AT TIMES TOWER	
IV.	PROVIDE FOR: THREE YEARS FRAMEWORK RATES FOR SUPPLY AND INSTALLATION AND CALL OUT RATES FOR WHEN THERE IS AN EMERGENCY WITH A FIRE ALARM SYSTEM OR A SUPPRESSION SYSTEM	21,000,000.00
TOTAL COST FOR THE THREE YEARS (FRAMEWORK CONTRACT) (TO BE MOVED TO FORM OF TENDER)		

FRAMEWORK RATES IN KES TO INCLUDE SUPPLY AND INSTALLATION UPTO A MAXIMUM SPEND OF KSHS. 21 MILLION

FRAMEWORK RATES IN KES TO INCLUDE SUPPLY AND INSTALLATION					
ITEM	ACTION	Estimate per year	For year 1 upto max of 7Million	For year 2 upto max of 7Million	For year 1 upto max of 7Million
			Unit Cost in KES	Unit Cost in KES	Unit Cost in KES
Carbon Dioxide	Refilling	KG			
	New Seal	PC			
	Safety Pin	PC			
	Instruction Stickers	PC			
	Discharge Pipe	PC			
	Head Valve	PC			
	Repainting of Extinguishers	PC			
Dry Chemical Powder	Pressurizing	KG			
	New Seal	PC			
	Safety Pin	PC			
	Discharge Pipe	PC			
	Head Valve	PC			
	Powder/Kg	KG			
	Instruction Stickers	PC			
	Pressure Gauge	PC			
	Repainting of Extinguishers	PC			
Siphon Tube	PC				
Foam	Pressurizing	KG			
	New Seal	PC			
	Safety Pin	PC			
	Discharge Pipe	PC			
	Head Valve	PC			
	Chemical per liter	LTR			
	Instruction Stickers	PC			
	Pressure Gauge	PC			
	Repainting of Extinguishers	PC			
Siphon Tube	PC				

Water	Pressurizing	KG			
	New Seal	PC			
	Safety Pin	PC			
	Discharge Pipe	PC			
	Head Valve	PC			
	Instruction Stickers	PC			
	Pressure Gauge	PC			
	Repainting of Extinguishers	PC			
	Siphon Tube	PC			
Cartridge Refill	Water	PC			
	Foam	LTR			
	Dry Powder	KG			
Hose Reel system	Nozzle	PC			
	Drum	PC			
	Axle Seals/Kits	PC			
	Tubing Pipe	PC			
	Instruction Stickers	PC			
	Pressure Switches	PC			
	Pressure Gauges	PC			
	Pressure Vessel 25 lts	PC			
	Pressure Vessel 100 lts	PC			
Dry/Wet Risers	Landing Valve Screw type	PC			
	Landing Valve Flange type	PC			
	Dry Riser Twin Inlet	PC			
	Delivery Hoses	PC			
	AWG Nozzle	PC			
	Morris Washers	PC			
	Landing Valve Wheels	PC			
	Air Release Valves	PC			
	Inlet Breeching – 4 Way	PC			
	Inlet Breeching – 2 Way	PC			
Conventional	1 Zone	PC			

Fire Alarm Control Panels	2 Zones	PC			
	3 Zones	PC			
	4 Zones	PC			
	8 Zones	PC			
	16 Zones	PC			
	32 Zones	PC			
Addressable Fire Alarm Control Panels	1 Loop	PC			
	2 Loop	PC			
	8 Loop	PC			
Alarm Devices	Smoke Detector – Conventional	PC			
	Smoke Detector – Addressable	PC			
	Heat Detectors – Fixed Temperature Conventional	PC			
	Heat Detectors – Rates of Rise Conventional	PC			
	Heat Detectors – Addressable	PC			
	Electronic Sounders - Conventional	PC			
	Electronic Sounders – Addressable	PC			
	Electronic Sounder/Strobe Convectional	PC			
	Electronic Sounder/Strobe – Addressable	PC			
	Addressable Manual Call Points – Resettable	PC			
	Conventional Manual Call Points – Resettable	PC			
	Thermal Detectors	PC			
	Gas Detectors	PC			
	Flame Detectors – Conventional	PC			
	Flame Detectors – Addressable	PC			
Carbon Monoxide Detector	PC				

	Duct Smoke Detector	PC			
	Beam Detector	PC			
	Power Back Up Batteries 12v 7 Ah,12v 12 Ah	PC			
	Zone Modules	PC			
	Active End of Line ((AEOL)	PC			
	Addressable Loop Modules	PC			
Alarm Cables	Fire Resistive Cable – 2.5mm	MTR			
	Fire Resistive Cable – 2.0 mm	MTR			
	Fire Resistive Cable – 1.5 mm	MTR			
	Fire Resistive Cable – 1.0 mm	MTR			
	Fire Resistive Cable – 0.8 mm	MTR			
	Single Core Cable – 2.5 mm	MTR			
	Single Core Cable – 2.00 mm	MTR			
	Single Core Cable – 1.5 mm	MTR			
	Grey Twin Core Cable – 2.5 mm	MTR			
White Twin Core Cable – 1.00mm	MTR				
PVC Conduits & Fittings	PVC Conduits 25mm	PC			
	PVC Conduits 50mm	PC			
	PVC Conduits 100mm	PC			
	PVC Pipes ¾”	PC			
	PVC Pipes 1”	PC			
	PVC Pipes 1 ½’	PC			
	PVC Pipes 2”	PC			
	Screw Pkt; ½ “: ¾ “ ; 1”	PKT			
	Fishers Pkt; ½ “: ¾ “ ; 1”	PKT			
	Saddles Pkt; ½ “: ¾ “ ; 1” ; 1 ½ ‘ ; 2”	PKT			
	Couplers; ½ “: ¾ “ ; 1” ; 1 ½ ‘ ; 2”	PC			
	Bends ; ½ “: ¾ “ ; 1” ; 1 ½ ‘ ; 2”	PC			
	Circular Boxes	PC			
Voice	Fire Enunciator Panel	PC			

Evacuation System	Voice Evacuation Machine	PC			
	Fire Evacuation Handset	PC			
	Fire Evacuation Speakers	PC			
Sprinkler System	Sprinkler Heads	PC			
	Wet Alarm Gong 4"	PC			
	Wet Alarm Gong 6"	PC			
	Pressure Release Valve	PC			
	Gate Valve 2"	PC			
	Gate Valve 4"	PC			
	Gate Valve 6"	PC			
	Pressure Gauges 4"	PC			
	Pressure Gauges 6"	PC			
	Butterfly Valves 4'	PC			
	Butterfly Valves 6"	PC			
Hose Reel Booster Pumps	Booster Pump – 2 KW Complete	PC			
	Booster Pump – 4 KW Complete	PC			
	Float Switch for Dry Run	PC			
	Mechanical Seals	PC			
	Impellers	PC			
	Breaker Switches	PC			
	Contactors Switches	PC			
	Stabilizer Switches	PC			
	Overload Switches	PC			
	Motor Covers	PC			
	Voltage Controller	PC			
	Shaft Bearings	PC			
	Brush Holders	PC			
	Carbon Brushes	PC			
	Capacitors	PC			
Electrifier	PC				
Pressure Switches	PC				
Armature	PC				
G.I Pipes & Fittings	Non Return Valves 2"	PC			
	Non Return Valves 4"	PC			

	Gate Valves ¾"	PC			
	Gate Valves 1"	PC			
	4 Way Connector	PC			
	G.I Pipes ¾"	PC			
	G.I Pipes 1"	PC			
	G.I Pipes 1¼"	PC			
	G.I Pipes 2"	PC			
	G.I Pipes 4"	PC			
	G.I Pipes 6"	PC			
	Unions(1/2";3/4";1";1¼";1½")	PC			
	Sockets(1/2";3/4";1";1¼";1½)	PC			
	Elbows(1/2";3/4";1";1¼";1½)	PC			
	Nipples(1/2";3/4";1";1¼";1½)	PC			
	Bends(1/2";3/4";1";1¼";1½)	PC			
	Pipe Suspension Rods	PC			
Data Room Suppression System	Suppression Gas/Cylinder	PC			
	Control Panel Complete	PC			
	Discharge Nozzles	PC			
	Discharge Cartridge	PC			
	Solenoid Valve	PC			
	Pressure Gauges	PC			
	Alarm Bells	PC			
	Strobes Lights	PC			
	Lockout Switch	PC			
	Abort Switch	PC			
	Manual Pull Station Units	PC			
	Warning Signs	PC			
Room Vents	PC				
Kitchen Piranha System	PRX Chemical Gas Refill/Cylinder	PC			
	Control Panel Complete	PC			
	Discharge Nozzles	PC			
	Nitrogen Discharge Cartridge	PC			
	Solenoid Valve	PC			

	Pressure Gauges	PC			
	Sounder Bell	PC			
	Flasher Unit	PC			
	Breaking Rod	PC			
	Automann	PC			
	Bursting Disc	PC			
	Cocktap	PC			
	Wire Rope	PC			
	Fusible Link	PC			
	Blow off caps	PC			
	Manual Pull Station	PC			
	Gas Shut off Valve	PC			
	Play Elbows	PC			
	Scissor type Detectors	PC			
Safety Signs	Fire Action Signs	PC			
	Fire Exit Signs (Electric Powered)	PC			
	Fire Exit Signs (Photo Illuminate)	PC			
	Fire Assembly Signs Wall Mounted 24' x 36"	PC			
	Fire Assembly Signs Standalone 36' x 42"	PC			
	Danger/Hazard Warning Signs	PC			
Break Glass	Housing	PC			
	Glass	PC			
	Break Glass Hammer	PC			
Manual Fire Bell/Siren	Manual Gongs	PC			
	Tripod Stand Siren 1 mile	PC			
	Tripod Stand Siren ½ mile	PC			
Fire Blankets	Fire Blanket – 4' x 4'	PC			
	Fire Blanket – 6' x 6'	PC			
Extinguishers	9 Kg Dry Powder Extinguishers	PC			
	6 Kg Dry Powder Extinguishers	PC			

	4 Kg Dry Powder Extinguishers	PC			
	2 Kg Dry Powder Extinguishers	PC			
	1 Kg Dry Powder Extinguishers	PC			
	9 Litres Foam Extinguisher	PC			
	9 Litres Water Extinguisher	PC			
	9 Litres Wet Chemical Extinguisher	PC			
	9 Litres Cold Fire Extinguisher	PC			
	5 Kg Co2 Gas Extinguisher	PC			
	2 Kg Co2 Gas Extinguisher	PC			
	6 Kg Automatic Dry Powder Extinguisher	PC			
	9 Kg Automatic Dry Powder Extinguisher	PC			
	50 Kg Dry Powder Extinguisher (Trolley)	PC			
	50 Litres Foam (Trolley)	PC			
	50 Litres Water Extinguisher (Trolley)	PC			
Emergency Portable Fire Pumps	High Pressure pumpset	PC			
	Floating Pressure pump	PC			
Safety Parts/Equipment	Battery Operated Loud speakers	PC			
Sprinkler Pumps Spares	Mechanical Seals	PC			
	Impellers	PC			
	Breaker Switches	PC			
	Contacto Switches	PC			
	Stabilizer Switches	PC			
	Overload Switches	PC			
	Motor Covers	PC			
	Voltage Controller	PC			
	Shaft Bearings	PC			
Brush Holders	PC				

	Carbon Brushes	PC			
	Capacitors	PC			
	Pressure Valves	PC			
	Electrifier	PC			
	Pressure Switches	PC			
	Armature	PC			
	Indicator Bulbs	PC			
	Standby Battery	PC			
	Trickle Charger	PC			
Hydrostatic testing	Portable fire extinguishers	PC			
	Trolley fire extinguishers	PC			
Servicing	Portable extinguishers	PC			
	Trolley fire extinguishers	PC			
	Hose reel system	PC			
	Fire detection system	PC			
	Kitchen suppression system	PC			
Fire cabinet	Fire cabinet	PC			
	Fire cabinet lock	PC			
Fire Doors	Door locks	PC			
	Door closer	PC			
	Keys	PC			
Fire marshals vest		PC			
Flower vase throw ball fire extinguisher with five artificial flower sticks like roses of either green, pink, white etc	<ul style="list-style-type: none"> • Minimum height – 1 ft • Minimum weight – 0.5kgs • Liquid media – potassium carbonate • Glass material – translucent glass like coloured material for decoration • Quantity of the liquid of red, blue yellow or green – 350ml • Height of the flowers – 0.5 ft 	PC			

Call out rates for when there is an emergency with a fire alarm system or a suppression system.

Region	Types of service	Cost per callout
Nairobi	Fire detection system	
	Fire suppression system (hose reel system, data room suppression system, sprinkler system)	
Southern	Fire detection system	
	Fire suppression system (hose reel system, data room suppression system, sprinkler system)	
Northern	Fire detection system	
	Fire suppression system (hose reel system, data room suppression system, sprinkler system)	
Western	Fire detection system	
	Fire suppression system (hose reel system, data room suppression system, sprinkler system)	
North Rift	Fire detection system	
	Fire suppression system (hose reel system, data room suppression system, sprinkler system)	
South	Fire detection system	

Rift	Fire suppression system (hose reel system, data room suppression system, sprinkler system)	
Central	Fire detection system	
	Fire suppression system (hose reel system, data room suppression system, sprinkler system)	

SITE VISIT DECLARATION FORM

I/Weof

..... do here by declare that I/We have visited the site in the company of
the below mentioned consultant and fully understand the scope and sequence of works

Signed Signed

.....

Date Date

.....

Tenderer

KRA Representative

SECTION VI- SCHEDULE OF REQUIREMENTS

(a) Procurement Items

The items and the price schedule are as stated above. Please price as the bill of items, the total should be transmitted to the **Form of Tender**.

(b) Instructions on Submission of Bids

- (i) Interested bidders shall submit combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender).**

Submission of the bid

Technical Bid

1. Certificate of Incorporation or Registration
2. Power of Attorney (Sole proprietor exempted)
3. Valid Tax Compliant Certificate
4. Filled, signed and stamped Confidential Business Questionnaire
5. Bid Security of **Kshs 500,000.00**
6. Bank reference letter
7. Trading License
8. Trainers registered under the Company or collaborating companies must be members of the Professional Training Association of Kenya (PTAK)
9. Fire Safety and Safety and Health Auditors must be registered with Directorate of Safety and Health

10. The company must be registered with NITA as a trainer.

11. The company must be registered with Directorate of Safety and Health

FINANCIAL BID

Correctly filled and signed Form of Tender

Schedule of requirements showing unit and total prices.

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: 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, Training and Maintenance of Fire Equipment (Three years Framework Contract)** in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of **335 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General	
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
Part 2 (a) – Sole Proprietor	
2a.1	Your Name in Full Age
2a.2	Nationality Country of Origin <ul style="list-style-type: none"> • Citizenship Details
Part 2 (b) Partnership	

2b.1 Given details of Partners as follows:

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

Part 2 (c) – Registered Company

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 its 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.

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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:

.....
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3.9 Have you offered or given anything of value to influence the procurement process? Yes _____No_____

3.10 If answer in '3.9' above is **YES** give details

.....

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.....

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 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____
between [name of Procurement entity] of [country
of Procurement entity] (hereinafter called “the Procuring entity) of the one part
and..... [name of tenderer] of [city and country of
tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for **Supply, Training and
Maintenance of Fire Equipment (Three years Framework Contract)** and has accepted
a tender by the tenderer for the **Supply, Training and Maintenance
of Fire Equipment (Three years Framework Contract)** of those works in the
sum of.....
..... [*contract price in words and figures*] (hereinafter called
“the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____)

(Amend accordingly if provided by Insurance Company)

8.4 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 of goods*] (hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.5 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 MANUFACTURER'S AUTHORIZATION FORM

To Kenya Revenue Authority

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

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

[signature for and on behalf of manufacturer]

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

LETTER OF NOTIFICATION OF AWARD

**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(s) whose particulars appear below on the subject matter of this Letter of Notification of Award.

Deputy Commissioner
Supply Chain Management
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Website www.kra.go.ke

FOR: **Commissioner-General**