



NAROK COUNTY GOVERNMENT DEPARTMENT OF ROADS

THE NAROK COUNTY GOVERNMENT
OFFICE OF THE COUNTY SECRETARY
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Narok

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2nd June 2016

TENDER FOR SUPPLY AND DELIVERY OF WHEEL LOADER

TENDER NO.NCG/EME/ 118/2016-2017

CLOSING DATE: 24TH JUNE, 2016 AT 11.00 AM

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INVITATION TO TENDER

TENDER NOTICE
TERM CONTRACT

DATE: 2nd June 2016

TENDER NO.NCG/EME/118/2016-2017
SUPPLY AND DELIVERY OF WHEEL LOADER

The Narok County Government now invites sealed tenders from eligible bidders for the supply and delivery of WHEEL LOADER for the period **2016/2017**.

- 1.1 A complete set of tender documents may be obtained by interested candidates upon payment of non- refundable fees of Kshs. 1,000/- in cash or banker's Cheque payable to County government of Narok or from county website: www.narok.go.ke free of charge.
- 1.2 Interested bidders will be required to pay a tender security of **2 % in** form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, payable to County Government of Narok
- 1.3 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number, category and be deposited in the tender box situated at the entrance of County Government offices, near County Assembly offices, or be addressed to the County Secretary county government of Narok P. O. box 898-20500 Narok.

So as to reach him on or before **Friday 24th June , 2016 at 11.00 am** and the opening will take place immediately thereafter at the county boardroom in the presence of the tenderers or their representatives who choose to attend the opening at the County headquarters offices, office of the county secretary Narok.

Section I. General Information

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Eligible Goods

- 2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 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.
- 2.3 The origin of goods is distinct from the nationality of the tenderer.

3. Cost of Tendering

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

The Tender Document

4. Contents

- 4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
 - (i) Invitation for Tenders
 - (ii) General information
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements
 - (vi) Technical Specifications

- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Manufacturer's Authorization Form

- 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.

5. Clarification of Documents

- 5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex, email and facsimile) at the entity's address indicated in the Invitation for tenders not later than 10 days before the close of the tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

6. Amendment of Documents

- 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.
- 6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable (email), and will be binding on them.
- 6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

ix) Preparation of Tenders

7. Language of Tender

- 7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language, 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.

8. Documents Comprising the Tender

- 8.1 The tender prepared by the tenderer shall comprise the following components;
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
 - (b) documentary evidence established in accordance with paragraph 12 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 13 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 14.

9. Tender Form

- 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.

10. Tender Prices

- 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.
- 10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner;
- (i) the price of the goods quoted (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
 - (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- 10.3 Prices quoted by the tenderer 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 22.

11. Tender Currencies

- 11.1 Prices shall be quoted in Kenya Shillings.

12. Tenderers Eligibility and Qualifications.

- 12.1 Pursuant to paragraph 1 of section III, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III.
- 12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

13. Goods' Eligibility and Conformity to Tender Document.

- 13.1 Pursuant paragraph 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.
- 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.
- 13.3 The documentary evidence of conformity of the goods to the tender documents maybe in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Tender Security

- 14.1 The tenderer shall furnish, as part of its tender, a tender security of **2 %** for each tender.
- 14.2 The tender Security is required to protect the Procuring entity against the risk of Tenderer's conduct, which would warrant the security's forfeiture, Pursuant to paragraph 14.7.
- 14.3 The tender security shall be denominated in Kenya Shillings, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 22.
- 14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 30, or
 - (ii) To furnish performance security in accordance with paragraph 3.1.

15. Validity of Tenders

15.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 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.

16. Format and Signing of Tender

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

16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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.

x) Submission of Tenders

17. Sealing and Marking of Tenders

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

17.2 The inner and outer envelopes shall

- (a) Be addressed to the procuring entity at the following address:

The county secretary,
Narok county government
P. O. Box 898-20500
Narok

- (b) bear, **Supply and delivery of WHEEL LOADER** the Invitation for tenders (IFT), and the words: "DO NOT OPEN BEFORE **24th June, 2016 at 11.00 am** *As per Tender Notice*

17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

- 17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

18. Deadline for Submission of Tenders.

- 18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 ... (As per Tender Notice)
- 18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

- 19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 19.3 No tender may be modified after the deadline for submission of tenders.
- 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 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

- 20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at county boardroom on **(24th June, 2016 at 11.00 am)** and in the following location.
- 20.2 *The tenderers' representatives who are present shall sign a register* evidencing their attendance.
- 20.3 Tenderers names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 20.4 The Procuring entity will prepare minutes of the tender opening.

21. Clarification of Tenders

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

offered, or permitted.

- 21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderer's tender.

22. Preliminary Examination

- 22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders

- 23.1 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 The Procuring entity's evaluation of a tender will exclude and not take into account:
- (a) In the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
 - (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 23.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.
- 23.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:
- (a) delivery schedule offered in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (c) the cost of components, mandatory spare parts, and service:

- (d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the tender;

23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

(a) *Delivery schedule.*

- (i) The Procuring entity requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

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

(c) *Spare parts and after sales service facilities.*

Tenderers must offer items with service and spares parts backup. Documentary evidence and locations of such back-up must be given.

(d) *Bid Evaluation Criteria*

The tenders will be evaluated by means of a standard two-stage process.

At stage (1) the specifications of plant and equipment offered by each tenderer will be examined and compared with the tender specifications.

At stage (2), technically responsive tenders will be evaluated according to a standard points system. The system being applied to identify the tender/s which is/are most advantageous to the Government, taking into account such factors as spares availability, after sales service, concurrence with recommendation for the Government fleet and the performance of the plant and equipment under local conditions.

In total, under technical evaluation, the maximum points will be 60 as explained under Tender Evaluation Procedure. The remaining 40 points are to be awarded under commercial/financial evaluation.

It is recommended that any bid scoring forty five (45) points i.e. seventy five (75) percent or more in the technical evaluation be considered for commercial/financial evaluation. On combining points awarded under technical evaluation and commercial/financial evaluation, the bid with the highest score should be considered the most advantageous to the Government.

The specifications of plant and equipment offered by the bidders will be examined and compared with the requirement's specifications.

Detailed examination will be done for all items / requirements specified and whether or not (and to what extent) each bid complies with the requirements.

Certain deviations from the required specification are critical/detrimental to the performance (or capacity) or efficient operation of the plant and equipment concerned. Deviations of this type are classified as major deviations. Bids with one or more major deviations from the requirement will be in all cases rejected as technically non-responsive. However deviations which are not critical to the performance or efficient operation of the plant and equipment will not result in rejection of the bid but the bidder will lose a point(s) for every such minor deviation.

(e) Technical Evaluation

A point system will be used to rate all the technically responsive bidders with the maximum score being 60 marks distributed as below.

(i) Technical compliance - Maximum 15 points

For every minor deviation the bidder loses a point(s).

(ii) Spare parts availability - Maximum 15 points

Any bidder with proven dealership across the country scores a maximum of 15 points. Bidders whose dealership cannot be established will automatically be disqualified. A minimum of spare parts stock especially fast moving parts should be available.

The points will be awarded as follows:

- (a) Disqualification if no dealership is proven
- (b) Proven dealership - five (5) points.
- (c) Bidders who have previously supplied equipment and given satisfactory spare parts support - five (5) points.
- (d) Stock of spare parts - five (5) points.

(iii) Workshop facilities and after sales service - maximum 15 points

A maximum of 15 points will be awarded to any bidder with proven workshop facilities. Workshop facilities should be of proven standards for repair and maintenance of plant and equipment.

The points will be awarded as follows:

- (a) Workshop facilities - five (5) points.
- (b) Mobile workshop facilities - three (3) points.
- (c) Experience with the dealer in satisfactory repair of equipment - Seven (7) points:
 - Excellent (7)
 - Good (5)
 - Fair (3)
 - Poor (1)

(iv) Performance rating- maximum 5 points

Takes into account fuel consumption, and how a particular item is likely to perform under local conditions based on past experience. Any equipment whose performance has been unsatisfactory will stand disqualified.

- Good performance (5)
- Satisfactory performance (3)
- Fair performance (2)
- Unsatisfactory performance (0), and disqualified

(v) Warranty - maximum 4 points

Warranty is to be supported by a letter of authorization from the manufacturer. Manufacturers participating in the tender will earn a maximum of 4 points. Manufacturers without an established local dealer will be disqualified. Bidders with warranty/authorization letters from manufacturers /assemblers will earn 2 points. A binding agreement between the bidder and the manufacturer should be in place to support the warranty and will be mandatory otherwise the bid will be disqualified.

(vi) Concurrence with plant and equipment standardization - maximum 2 points.

This takes into consideration the makes and models of plant and equipment which are already operating within the Government fleet.

The points will be awarded as follows:

- (a) The makes and models recommended in the standardization of plant and equipment for Government use - two (2) points.
- (b) Where the make is in the recommended Government fleet but the model is not - 1 points.
- (c) Make and model not in the recommended Government fleet - 0.

(vii) Dealership - maximum 4 points

Considering whether the bidder is a franchise holder, or dealer, the marks will be awarded as follows.

Franchise holder	- 4 marks
Appointed dealer	- 3 marks

(f) Commercial/Financial Evaluation

Only bids scoring 45 points (75%) or more in the technical evaluation will be considered for further commercial/Financial evaluation.

For the purpose of determining the lowest evaluated bid, the procuring entity shall take factors other than the price into account in the following manner.

The lowest financial bid will be allocated a maximum of 40 points and the other bids will be allotted points in proportion to their bid prices as shown here below:

- xi) Lowest bid x 40**
Bid price

Bids will be ranked according to their combined technical (St) and financial (sf) scores using weights.

T = Weight given to the technical evaluation, maximum 60%;

P = the weight given to the financial evaluation, maximum point 40%. T+P = 100%.

Sf is determined by the following formula.

$$Sf = \frac{\text{Lowest Bid}}{\text{price}} \times 40$$

$$S = St + Sf$$

S being the total combined weighted financial and technical score.

Award will be made to the most responsive bidder in both Technical and Financial evaluation.

24. Contacting the Procuring entity

- 24.1 Subject to paragraph 21, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 24.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

xii) Award of Contract

25. Post-qualification

- 25.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 25.2 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 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

26. Award Criteria

- 26.1 Subject to paragraph 10, 23 and 28 the Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the best evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

27. Procuring entity's Right to Vary quantities

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

28. Procuring entity's Right to accept or Reject any or All Tenders

- 28.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

29. Notification of Award

- 29.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

30. Signing of Contract

- 30.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 3.0.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

31. Corrupt Fraudulent Practices

- 31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of 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 Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 31.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

Section II-General Conditions of Contract

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The tenderer" means the individual or firm supplying the Goods under this Contract.

2. Application

2. L These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.

3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

4. Standards

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

5. Use of Contract Documents and Information

- 5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof; or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself; enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

6. Patent Rights

- 6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark. Or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country.

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance Security of 2 % of the contract sum in the amount specified in Special Conditions of Contract.
- 7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

8. Inspection and Tests

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

subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Packing

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

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

10. Delivery and Documents

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

11. Insurance

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

12. Payment

12.1 Payments shall be made promptly by Government Ministries, Departments or Institutions upon delivery of items procured through purchase orders by the respective entities.

13. 13.1 Prices

Prices shall be net inclusive of all taxes and no variation of prices; except in the case of variation of taxes or other charges payable to the Government.

14. Assignment

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

15. Termination for Default

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

- (a) If the tenderer fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the tenderer fails to perform any other obligation(s) under the Contract.
- (c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or

fraudulent practices in competing for or in executing the Contract.

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

16. Liquidated Damages

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

17. Resolution of Disputes

- 17.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 17.2 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.

18. Language and Law

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

19. Force Majeure

- 19.1 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 III - Special Conditions of Contract

1. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business

Name.....

Location of business premises; Country/Town..... Plot

No.....

Street/Road..... Postal Address..... Tel;

No.....

Nature of Business..... Current Trade License No.....

Expiring date..... Maximum value of business, which you can handle at any time:

K. Pound.....

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

xiii) Part 2 (a) - Sole Proprietor

Your name in full.....

Age.....

Nationality..... Country of Origin.....

Citizenship details.....

xiv) Part 2 (b) - Partnership

Give details of partner as follows:

	Name in full	Nationality	Citizenship Details	Shares
1.			
2.			
3.			

Part 2 (c) –Registered Company;

Private or Public Company.....

State the nominal and issued capital of the company.

Nominal K£.....

Issued K£

Give details of all Directors as follows:-

S/No.	Name	Nationality	Citizenship Details	Shares
1				
2				
3				

7. Performance Security

The Performance security shall be 2 % of the contract price.

10. Test Runs, Training of Procuring entity's staff

The successful bidder, or his local service organization or Agent, will, after the delivery of the Bid items at the delivery point, assist the procuring entity and furnish the necessary instructions in relation to the test running and commissioning of the Bid items.

The successful tenderer will furnish assistance in the training of operator/driver and maintenance staff for the bid items. This shall be considered as after sales service.

13. Prices

Section 10.2(i) of General Information does not apply. Prices shall be net inclusive of all taxes.

26.1 Award Criteria

Since this is a term contract and the department aims at having various makes of Equipment in its fleet, Section 26.1 of General information should read as follows "Subject to paragraph 10, 23 and 28 the Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive provided further that the tenderer is determined to be technically qualified to perform the contract satisfactorily".

Section IV. Schedule of Requirements

Number	Description	Indicative Quantity	Delivery schedule	Payment period
1	WHEEL LOADER	As and When Required	3 Months Maximum from date of purchase order	

Section V. Technical Specifications

GENERAL

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

TECHNICAL SPECIFICATIONS PARTICULARS

(See a set sheets of technical specifications attached at the back of this document)

Section VI. Tender Form and Price Schedules

(I) Form of Tender

Date: _____

Tender No.: _____

To:

.....

[Name and address of procuring entity] Gentlemen

and/or Ladies:

1. Having examined the tender documents including Addenda

Nos..... *[Insert numbers]*,

the receipt of which is hereby duly acknowledge, we, the undersigned, offer to supply and deliver
..... 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 the goods 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 equivalent to__ Percent of the Contract Price for the performance of the Contract, in the form prescribed by..... (Procuring entity)
4. We agree to abide by this Tender for a period of[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of the period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 and tender for and on behalf of _____

(ii) Price Schedule for Goods- (THIS BID FORM TO BE FILLED BY ALL TENDERERS)

Name of tenderer _____ Tender Number _____
Page __ of _____

1	2	3	4	5	6
Item No.	Item Description	Unit of Issue	Indicative Quantity	Unit Price (Kshs	Total Amount
1	WHEEL LOADER	No. 6	As and When Required		

Signature of tenderer _____

Note:

Actual item quantities have no contractual obligation.

Section VII. Tender Security form

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

[name and/or description of the goods]

(hereinafter called "the Tender")..... KNOW ALL

PEOPLE by these presents that WE.....

Of.....having our registered office at(hereinafter called "the bank"), are bound unto the Officer Administering the Fund.

[name for Procuring entity] (hereinafter called "the Procuring entity") in the sum of Kshs.1,000,000 /- (one million Shillings only)..... for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of.20.....

THE CONDITIONS of this obligation are:

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

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

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

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date

xv) *Signature of the bank*

Section VIII. Contract Form

THIS AGREEMENT made between State Department of Infrastructure *[name of procuring entity]* of Republic of Kenya *[country of procurement entity]* (hereinafter called "the Procuring entity") of the one part and *[name of tenderer]* of Nairobi, Kenya *[city and country of tenderer]* (hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for certain goods VIZ. Supply of

_____ and has accepted a tender by the tenderer

For the supply of those goods in the sum of **Kshs.** _____

_____ (KSHS) Per Unit. *[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 tenderer 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 Provision 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 _____ (for the Procuring
entity)

In the presence of _____

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

Witnessed by _____

Section IX. Manufacturer's Authorization Form

WHEREAS.....

Who are established and reputable manufacturers of.....^{xvi)} *[Name of the manufacturer]*?

Having factories at.....^{xvii)} *[Name and/or description of the goods]*

do hereby authorize^{xviii)} *[Address of factory]*

to submit a tender, and subsequently negotiate and sign the Contract with you against tender
No.....^{xix)} *[Name and address of Agent]*

for the above goods manufactured by us.
^{xx)} *[Reference of the Tender]*

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 the Manufacturer]

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

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
MANUFACTURER'S LITERATURE/SPECIFICATIONS, AUTHORITY AND PERFORMANCE HANDBOOK SUPPLIED	Yes mandatory	.....(Y/N)

1. GENERAL

a)	A Standard production, all-purpose wheel loader, of latest design, robust construction, of proven performance and in current production	Yes, Yes, Yes	.....(Y/N)
b)	Supplied new.	Yes	.....(Y/N)
c)	Designed to heavy-duty specifications, capable of operating in tropical conditions.	Yes	.....(Y/N)
d)	Any item not included in this specification but which are deemed necessary for efficient or improved operation of the equipment shall be included in the tender.	Yes	.....(Y/N)

2. DIMENSIONS AND WEIGHTS

a)	Overall length (bucket on ground), approx.	7,000mm	..... mm
b)	Overall width (bucket in full raise), approx.	5 000mm	..... mm
c)	Overall height (bucket on ground), approx., min.	3,100mm	..... mm
d)	Bucket width, approx.	2,500mm	..... mm
e)	Wheelbase, approx.	3,000mm	..... mm.
f)	Turning radius (outside corner of bucket), approx..	6000mm	-----mm
g)	Ground clearance, approx.	400mm	..... mm
h)	Operating weight approx.	14,000Kg	.....Kg

Tenderer's Signature
Date:

Official stamp

SPECIFICATION No. MTD-1633- 231-15		Page 34 of 39
TENDERER'S NAME:	NO:	
TENDER NO	ITEM NO	QTY:
DESCRIPTION: WHEEL LOADER, 2.4 – 2.8m³, 140-175HP		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
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3. ENGINE

a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Engine performance curves supplied.	Yes (Mandatory)(Y/N)
e) 4 Stroke, 6 cylinder, direct injection, water cooled, Diesel Engine.	Yes, Yes, Yes	.....(Y/N)
f) Piston displacement, approx	Specify	.....cc
g) Flywheel power/ r.p.m , min.	140-175HP	
h) Max. torque minimum.	700NM/1300rpm	-----
I) Turbocharged engine.	Yes	.....(Y/N)
j) Disposable air cleaner with clogging indicator	Yes	.....(Y/N)
k) Disposable Oil and fuel tank capacity.	190Lt	

4. TRANSMISSION, POWER TRAIN AND AXLES.

a) Transmission type.	Hydro shift	.....(Y/N)
b) Torque converter type.	Yes	.....(Y/N)
c) Drive, 4x4.	Specify	.....(Y/N)
d) Torque multiplication.	Specify	.....
e) Axles, four wheel drive, front axle fixed .	Yes, Yes, Yes	.....(Y/N)
f) Rear axle oscillation, minimum	Specify	.....(Y/N)
g) Vertical travel at centre of tyre, min	Specifymm

Tenderer's Signature Date:	Official stamp
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SPECIFICATION No. MTD-1633- 231-15		Page 35 of 39
TENDERER'S NAME:		NO:
TENDER NO	ITEM NO	QTY:
DESCRIPTION: WHEEL LOADER, 2.4 – 2.8m³, 140-175HP		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
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5. STEERING.

a) Full power steering, frame articulated with 40 deg. Minimum turn in each direction.	Yes, Yes, Yes(Y/N)
b) Steering pump type, steering hydraulic circuit (at governed engine speed and relief pressure) approx..	Specify	.....
c) Minimum relief pressure approx.	Specify	.....
d) Minimum turning radius	6 000 mm	.....mm

6. HYDRAULIC SYSTEM

a) Controls-Hand operated levers for bucket Boom positions- Raise, hold, down (pressure and float) Bucket positions – Rollback, hold and pump	Yes Yes Yes	.....(Y/N) .....(Y/N) .....(Y/N)
b) Loader hydraulic operating at full throttle, fully loaded. Raise boom, maximum time Lower boom, maximum time.	5.3 sec 3.3 sec	..... sec.....sec
c) Main hydraulic pump type.	Specify	
d) Main hydraulic output at governed speed and relief valve pressure, approx..	145 L/min	.....L/min
e) Relief valve pressure setting, approx.	20 MPa	..... MPa
f) Cylinders(bore x stroke) Specify dimensions for Lift -----x----- Tilt cylinders -----x-----	Specify dimension	-----x----- -----x-----

7. BRAKES AND TYRES.

a) Service brakes- power actuated 4 wheel inboard mounted Brake type, disc (dry, wet) etc 2 brake pedals by selectable switch	Yes, Yes, Yes Specify Yes(Y/N)(Y/N)
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Tenderer's Signature
Date:

Official stamp

SPECIFICATION No. MTD-1633- 231-15		Page 36 of 39
TENDERER'S NAME:		NO:
TENDER NO	ITEM NO	QTY:
DESCRIPTION: WHEEL LOADER, 2.4 – 2.8m³, 140-175HP		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
b) Parking brake type with warning light on dash.	Yes	.....(Y/N)
c) Tyre Size Locally available	specify Yes	..... .....(Y/N)
d) Complete spare wheel supplied	Yes (Mandatory)	.....(Y/N)

8. ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage.	24Volts	.....Volts
b) Battery capacity	2x12 Volts	.....
c) Alternator, approx.	50 Amps	..... Amps
d) Gauges- coolant temperature, hour meter, engine oil pressure, fuel level, transmission oil temperature and pressure and ammeter	Yes(Y/N)

9. BUCKET

a) Capacity, heaped, minimum	2.4m ³m ³
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10. CANOPY

a) Enclosed cab ROPS Standard	ISO 3471-1980 or Equivalent (Mandatory)(Y/N)
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11. WARRANTY

a) Each wheel loader supplied should carry a statement of warranty.	Yes (Mandatory)(Y/N)
b) Wheel loader warranty min., 1500Hrs or 1 year whichever comes first	specify Hours

12. MANUALS

a) All literature in English language		
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Tenderer's Signature Date:	Official stamp
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SPECIFICATION No. MTD-1633- 231-15	Page 37 of 39
TENDERER'S NAME:	NO:
TENDER NO	ITEM NO QTY:
DESCRIPTION: WHEEL LOADER, 2.4 – 2.8m ³ , 140-175HP	

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
	Yes	.....(Y/N)
b) Operator's, warranty and service Manual, supplied.	1 per wheel loader	.....(Y/N)
b) Shop Manual book/CD, supplied.	1 per wheel loader (Mandatory)	.....(Y/N)
c) Parts catalogue book /CD, supplied.	1 per wheel loader (Mandatory)	.....(Y/N)

13 OTHER REQUIREMENT

a) Wheel loader to be registered by the Registrar of Motor Vehicles before delivery to CM&TE.	Yes (Mandatory)	_____ (Y/N)
b) Wheel loader will be inspected by the Chief Mechanical and Transport Engineer, prior to delivery to the user.	Yes (Mandatory)	_____ (Y/N)
c) Franchise holder (representative in Kenya)? If not, specify relationship with franchise holder and should be of demonstrable ability to offer after sales service back-up and any other technical support.	Yes Specify whether agent/dealer	_____ (Y/N) -----
d) Availability of spare parts.	Indicate equipment dealers who stock spare parts.	----- ----- ----- ----- -----
e) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.	Specify	----- ----- ----- ----- -----
f) Adequate training on the operation and maintenance of Machine to be provided at the time of acceptance by technical experts from the manufacturer or agents	Yes (Mandatory)	_____ (Y/N)

Tenderer's Signature
Date:

Official stamp

SPECIFICATION No. MTD-1633- 231-15		Page 38 of 39
TENDERER'S NAME:	NO:	
TENDER NO	ITEM NO	QTY:
DESCRIPTION: WHEEL LOADER, 2.4 – 2.8m³, 140-175HP		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
g) Manufacturers standard tools to be supplied	Yes (Mandatory)	
h) Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)	_____(Y/N)

14. SERVICE PARTS FOR 2000HRS OF OPERATION

i) Oil filter - 5No.	Yes (Mandatory)	.....Y/N
ii) Diesel Filter primary – 5No.	Yes (Mandatory)	.....Y/N
iii) Diesel Filter secondary – 5No.	Yes (Mandatory)	.....Y/N
iv) Corrosion Filter – 5No.	Yes (Mandatory)	.....Y/N
v) Outer Air Cleaner – 2No.	Yes (Mandatory)	.....Y/N
vi) Inner Air Cleaner – 2No.	Yes (Mandatory)	.....Y/N
vii) Hydraulic Filter – 2No.	Yes (Mandatory)	.....Y/N
viii) Transmission Filter -2No.	Yes (Mandatory)	.....Y/N
ix) Fan Belt set – 2Set.	Yes(Mandatory)	.....Y/N
x) Greasing gun heavy duty-1No.	Yes (Mandatory)Y/N

Tenderer's Signature Date:	Official stamp
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SPECIFICATION No. MTD-1633- 231-15**Page 39 of 39****TENDERER'S NAME:****NO:****TENDER NO****ITEM NO****QTY:****DESCRIPTION: WHEEL LOADER, 2.4 – 2.8m³, 140-175HP****Tenderer's Signature**
Date:**Official stamp**