



REPUBLIC OF KENYA

MINISTRY OF ROADS AND TRANSPORT

STATE DEPARTMENT OF ROADS

MECHANICAL AND TRANSPORT DIVISION

NAME OF PROJECT: HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT

CONTRACT TITLE: SUPPLY AND DELIVERY OF CONSTRUCTION EQUIPMENT

CREDIT NO.: IDA67680 KE

RFB NO: KE-SDOI-219235-GO-RFB

24th October, 2023

**Principal Secretary
State Department of Roads
P.O. Box 30260-00100
Nairobi**



SPECIFIC PROCUREMENT NOTICE

Request for Bids Goods

(One-Envelope Bidding Process)

Country: Republic of Kenya
Name of Project: Horn of Africa Gateway Development Project
Contract Title: Supply and Delivery of Construction Equipment
Credit No.: IDA67680 KE
RFB Reference No.: KE-SDOI-219235-GO-RFB
Issued On: 24th October, 2023

- The Government of Kenya has received financing from the World Bank towards the implementation of the **Horn of Africa Gateway Development Project (HOAGDP)** and intends to apply part of the proceeds toward payments under the contracts for the following:
-Supply and Delivery of Construction Equipment.

S/No.	CONTRACT TITLE	RFB REF NO.
1.	Supply and Delivery of Construction Equipment	KE-SDOI-219235-GO-RFB

- The State Department of Roads, now invites sealed bids from eligible bidders for supply and delivery of the construction equipment listed in the table below.

Lot No.	SNo.	Lot Description	Unit	Quantity
1.	a.	Roller with detachable pad foot shell,vibratory-10 TON	No.	2
	b.	Motor Grader, 180-200HP	No.	2
	c.	Crawler excavator with breaker set, heavy duty, 170-210 HP	No.	2
	d.	Medium tracked dozer with ripper, 170-200HP	No.	1
2.	a.	Large Tipper (Dump Truck) 6 x 4,14-16 TON	No.	7
	b.	Water bowser, 9000-10,000 liters	No.	1
	c.	Mobile workshop truck, 4 x 4, 7-8tons,	No.	1

3. Bidders may Bid for one or both lots, as further defined in the request for bids document. Bidders wishing to offer discounts in case they are awarded more than one lot will be allowed to do so, provided those discounts are included in the Letter of Bid.
4. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrower July 2016 revised November 2017 and August 2018 and updated November, 2020” (“Procurement Regulations”) and is open to all eligible Bidders as defined in the Procurement Regulations.
5. Interested bidders may obtain further information from State Department of Roads, **Head Supply Chain Management, Works Building, Ngong Road, Ground Floor, and Room 48 Nairobi, Kenya, E-mail: scms@roads.go.ke and inspect the bidding documents during office hours, 0900 to 1700 hours East African Time on Mondays to Fridays except during lunch break between 1300-1400 hours East African Time and public holidays at the address below.**
6. The bidding document in English may be viewed and downloaded by interested Bidders from <https://www.transport.go.ke> or Government of Kenya (GOK) tenders portal: www.tenders.go.ke free of charge from the websites. Bidders are encouraged to download the bid document to minimize physical visit to Works Building.

Bidders who intend to submit their bids MUST promptly submit their names and contact details to scms@roads.go.ke for communication of any clarification (s) and addenda during the bidding process
7. Bids must be delivered to the address below on or before **1000 hours East African Time** local time on **7th December, 2023. Electronic Bidding will not be permitted.** Late Bids will be rejected. Bids will be publicly opened immediately thereafter in the presence of the Bidder’s designated representatives and anyone who chooses to attend at the 9th floor boardroom, Works Building, Ngong Road at 1000 hours East African Time on **7th December, 2023.**
8. **All bids must** be accompanied by a Bid security as stated below.

Lot no.	S.No.	Item Description	Bid Security Amount in KES. Or Equivalent in freely convertible currency
1.	a.	Roller with detachable pad foot shell,vibratory-10 TON	3,400,000
	b.	Motor Grader, 180-200HP	
	c.	Crawler excavator with breaker set, heavy duty, 170-210 HP	

	d.	Medium tracked dozer with ripper, 170-200HP	
2.	a.	Large Tipper(Dump Truck) 6X4,14-16 TON	2,400,000
	b.	Water bowser, 9000-10,000 liters	
	c.	Mobile workshop truck, 7-8tons, 4x4	

9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
10. The address (s) referred to above is:

Bid Inquiry Address:

Principal Secretary
Attention: Head Supply Chain Management Services
 State Department of Roads
Ministry of Roads and Transport
 Works Building, Ngong' Road
 Ground Floor
 Room/Office Number 48
 Telephone: +254 (20) 2723232
 E-mail: scms@infrastructure.go.ke
NAIROBI, KENYA

Bid Submission Address:

Principal Secretary
Attention: Head Supply Chain Management Services
Ministry of Roads and Transport
 State Department of Roads
 Works Building, Ngong' road
 Ground Floor Tender Box opposite Room/Office Number 48.
NAIROBI, KENYA

Tender Opening will take place at Works Building 9th Floor Boardroom immediately after tender closing.

Procurement Document

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS**.
 - 1.2 Throughout this bidding document:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by

decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the

decisions of the Purchaser regarding this Bidding process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or

subconsultants for any part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;
 - (a) relates to fraud or corruption; and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this ITB, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

6. Sections of Bidding Document

- 6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Contract

- Section VIII - General Conditions of Contract (GCC)

- Section IX - Special Conditions of Contract (SCC)
 - Section X - Contract Forms
- 6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.
- 7. Clarification of Bidding Document**
- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the

Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents
Comprising the
Bid** 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
 - (b) **Price Schedules**: completed in accordance with ITB 12 and ITB 14;
 - (c) **Bid Security** in accordance with ITB 19.1;
 - (d) **Alternative Bid**: if permissible, in accordance with ITB 13;
 - (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
 - (f) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
 - (g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
 - (h) **Eligibility of Goods and Related Services**: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;

- (i) **Conformity:** documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and
 - (j) any other document required **in the BDS.**
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Price Schedules**
 - 12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
 - 13.1. Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
 - 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
 - 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
 - 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.
 - 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
 - 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid

submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
- (i) the price of the Goods quoted EXW (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 on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.

- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified **in the BDS**.

15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**16. Documents
Establishing the
Eligibility and
Conformity of the
Goods and
Related Services**

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents
Establishing the
Eligibility and
Qualifications of
the Bidder**

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

- 17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

- 18.1. Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITP 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;

- (b) in the case of adjustable price contracts, no adjustment shall be made;
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified **in the BDS**,
- from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing

the Contract and furnishing the Performance Security pursuant to ITB 46.

19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.7. The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a Performance Security in accordance with ITB 46.

19.8. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9. If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
 - (b) in an envelope marked “COPIES”, all required copies of the Bid; and,
 - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - i. in an envelope marked “ORIGINAL -ALTERNATIVE”, the alternative Bid; and
 - ii. in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 21.2. The inner and outer envelopes, shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 22.1;

- (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

- 25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.
- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.

- 25.6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.
- 25.7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
 - (c) any alternative Bids;
 - (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
- 25.9. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid

and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

**28. Deviations,
Reservations, and
Omissions**

28.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**29. Determination of
Responsiveness**

29.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular,

to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonconformities,
Errors and
Omissions**

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

**31. Correction of
Arithmetical Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in

which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.

33. Margin of Preference

33.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.

34. Evaluation of Bids

34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

- 34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
- 34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).

35. Comparison of Bids

- 35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and

sales and similar taxes levied in connection with the sale or delivery of goods.

36. Abnormally Low Bids

- 36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

37. Qualification of the Bidder

- 37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 37.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 37.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in

which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

39. Standstill Period

39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

40. Notification of Intention to Award

40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

41. Award Criteria

41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the

qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

42. Purchaser’s Right to Vary Quantities at Time of Award

42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

43. Notification of Award

43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Purchaser;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

- (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.

43.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

44. Debriefing by the Purchaser

44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

45. Signing of Contract

45.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be

submitted within eight (8) Business Days of receiving this request.

45.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

46. Performance Security

46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

47. Procurement Related Complaint

47.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General																																							
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is :</p> <p style="text-align: center;">KE-SDOI-219235-GO-RFB</p> <p>The Purchaser is: State Department of Roads; Ministry of Roads and Transport</p> <p>The name of the RFB is: Supply and Delivery of Construction Equipment</p> <p>The number and identification of lots (contracts) comprising this RFB is:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">S/No.</th> <th style="text-align: center;">Lot Description</th> <th style="text-align: center;">Unit</th> <th style="text-align: center;">Quantity</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: center; vertical-align: top;">1.</td> <td style="text-align: center;">a.</td> <td>Roller with detachable pad foot shell,vibratory-10 TON</td> <td style="text-align: center;">No.</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Motor Grader, 180-200HP</td> <td style="text-align: center;">No.</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>Crawler excavator with breaker set, heavy duty, 170-210 HP</td> <td style="text-align: center;">No.</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">d.</td> <td>Medium tracked dozer with ripper, 170-200HP</td> <td style="text-align: center;">No.</td> <td style="text-align: center;">1</td> </tr> <tr> <td rowspan="3" style="text-align: center; vertical-align: top;">2.</td> <td style="text-align: center;">a.</td> <td>Large Tipper(Dump Truck) 6 X 4,14-16 TON</td> <td style="text-align: center;">No.</td> <td style="text-align: center;">7</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>Water bowser, 9000-10,000 liters</td> <td style="text-align: center;">No.</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">c.</td> <td>Mobile workshop truck, 4 x 4, 7-8tons,</td> <td style="text-align: center;">No.</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>					Lot No.	S/No.	Lot Description	Unit	Quantity	1.	a.	Roller with detachable pad foot shell,vibratory-10 TON	No.	2	b.	Motor Grader, 180-200HP	No.	2	c.	Crawler excavator with breaker set, heavy duty, 170-210 HP	No.	2	d.	Medium tracked dozer with ripper, 170-200HP	No.	1	2.	a.	Large Tipper(Dump Truck) 6 X 4,14-16 TON	No.	7	b.	Water bowser, 9000-10,000 liters	No.	1	c.	Mobile workshop truck, 4 x 4, 7-8tons,	No.	1
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ITB 2.1	<p>The Borrower is: Government of Kenya. The Purchaser is Borrower’s State Department of Roads in the Ministry of Roads and Transport</p> <p>Loan or Financing Agreement amount: US\$ 750 million</p> <p>The name of the Project is: Horn of Africa Gateway Development Project</p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: Two
ITB 4.5	A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr .
B. Contents of Bidding Document	
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Purchaser’s address is:</p> <p style="text-align: center;">Principal Secretary <i>Attention:</i> Head Supply Chain Management Services State Department of Roads Ministry of Roads and Transport Works Building, Ngong’ Road Ground Floor Room/Office Number 48 Telephone: +254 (20) 2723232 E-mail: scms@infrastructure.go.ke NAIROBI, KENYA</p> <p>Requests for clarification should be received by the Purchaser no later than: Fourteen (14) days to tender submission date.</p> <p>Web page: www.transport.go.ke</p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is: English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is Not Applicable</p>
ITB 11.1 (j)	The Bidder shall not submit any additional documents in its Bid:
ITB 13.1	Alternative Bids shall not be considered.

ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.6	Prices quoted for each lot (contract) shall correspond at least to 100% percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to 100% percent of the quantities specified for this item of a lot.
ITB 14.7	The Incoterms edition is: 2020
ITB 14.8 (b)(i)	Place of destination As per Incoterm 2020, CIP, Mechanical and Transport Division, Machakos Road, Industrial Area, Nairobi, Kenya.
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): Mechanical and Transport Division, Machakos Road, Industrial Area, Nairobi
ITB 15.1	The Bidder is required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency
ITB 16.4	Period of time the Goods are expected to be functioning; Ten (10) years
ITB 17.2 (a)	Manufacturer's authorization is: required for Truck Cab Chassis for Lot 2a, 2b and 2c
ITB 17.2 (b)	After sales service is: required
ITB 18.1	The Bid shall be valid for 120 days
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor Not Applicable

ITB 19.1	<p>A Bid Security shall be required.</p> <p>If a Bid Security shall be required, the amount and currency of the Bid Security shall be</p> <table border="1" data-bbox="537 407 1466 1211"> <thead> <tr> <th data-bbox="537 407 621 653">Lot No.</th> <th data-bbox="621 407 727 653">S. No.</th> <th data-bbox="727 407 1192 653">Item Description</th> <th data-bbox="1192 407 1466 653">Bid Security Amount in KES Or Equivalent in freely convertible currency</th> </tr> </thead> <tbody> <tr> <td data-bbox="537 653 621 978" rowspan="4">1.</td> <td data-bbox="621 653 727 743">a.</td> <td data-bbox="727 653 1192 743">Roller with detachable pad foot shell,vibratory-10 TON</td> <td data-bbox="1192 653 1466 978" rowspan="4">3,400,000</td> </tr> <tr> <td data-bbox="621 743 727 791">b.</td> <td data-bbox="727 743 1192 791">Motor Grader, 180-200HP</td> </tr> <tr> <td data-bbox="621 791 727 884">c.</td> <td data-bbox="727 791 1192 884">Crawler excavator with breaker set, heavy duty, 170-210 HP</td> </tr> <tr> <td data-bbox="621 884 727 978">d.</td> <td data-bbox="727 884 1192 978">Medium tracked dozer with ripper, 170-200HP</td> </tr> <tr> <td data-bbox="537 978 621 1211" rowspan="3">2.</td> <td data-bbox="621 978 727 1071">a.</td> <td data-bbox="727 978 1192 1071">Large Tipper(Dump Truck) 6X4,14-16 TON</td> <td data-bbox="1192 978 1466 1211" rowspan="3">2,400,000</td> </tr> <tr> <td data-bbox="621 1071 727 1119">b.</td> <td data-bbox="727 1071 1192 1119">Water bowser, 9000-10,000 liters</td> </tr> <tr> <td data-bbox="621 1119 727 1211">c.</td> <td data-bbox="727 1119 1192 1211">Mobile workshop truck, 7-8tons, 4x4</td> </tr> </tbody> </table>	Lot No.	S. No.	Item Description	Bid Security Amount in KES Or Equivalent in freely convertible currency	1.	a.	Roller with detachable pad foot shell,vibratory-10 TON	3,400,000	b.	Motor Grader, 180-200HP	c.	Crawler excavator with breaker set, heavy duty, 170-210 HP	d.	Medium tracked dozer with ripper, 170-200HP	2.	a.	Large Tipper(Dump Truck) 6X4,14-16 TON	2,400,000	b.	Water bowser, 9000-10,000 liters	c.	Mobile workshop truck, 7-8tons, 4x4
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ITB 19.3 (d)	Other types of acceptable securities: None																						
ITB 19.9	Not Applicable																						
ITB 20.1	In addition to the original of the Bid, the number of copies is: One Copy																						
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: The Power of Attorney																						
D. Submission and Opening of Bids																							
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Purchaser's address is:</p> <p>Attention: The Principal Secretary State Department of Roads</p>																						

	<p>Street Address: Ngong Road</p> <p>Floor/ Room number: Tender Box on Ground floor, opposite Room 48, Works Building</p> <p>City: Nairobi</p> <p>Country: Kenya</p> <p>The deadline for Bid submission is:</p> <p>Date: 7th December, 2023</p> <p>Time: 1000 hours East African Time</p> <p>Bidders shall not have the option of submitting their Bids electronically.</p> <p>The electronic Bidding submission procedures shall be: Not Applicable.</p>
ITB 25.1	<p>The Bid opening shall take place at:</p> <p>Street Address: Ngong Road</p> <p>Floor/ Room number: 9th floor, Board room, Works Building</p> <p>City: Nairobi</p> <p>Country: Kenya</p> <p>Date: 7th December, 2023</p> <p>Time: 1000 hours East African Time.</p> <p>The electronic Bid opening procedures shall be: Not Applicable</p>
ITB 25.6	<p>The Letter of Bid and Price Schedules shall be initialed by three (3) representatives of the Purchaser conducting Bid opening.</p> <p>Each Bid shall be numbered, and initialed by all representatives any modification to the unit or total price shall be initialed by the Representatives of the Purchaser.</p>
E. Evaluation and Comparison of Bids	
ITB 32.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: KENYA SHILLING (KES)</p> <p>The source of exchange rate shall be: Central Bank of Kenya Selling Rate</p> <p>The date for the exchange rate shall be: Deadline date for submission of bids</p>
ITB 33.1	A margin of domestic preference shall not apply

<p>ITB 34.2(a)</p>	<p><u>Evaluation will be done for Lots (Contracts)</u></p> <p><u>Note:</u></p> <p><u>Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average or highest price (as specified in the BDS) of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.</u></p>
<p>ITB 34.6</p>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: “YES”</p> <p>Adjustment Factor;</p> <p>At a maximum rate of 5% for 90 days from the date of award, the Bid Price for deviation in delivery schedule is; Bid Price + {(n/90) x 5%}*Bid Price, where n is the number of days above the Earliest date of delivery to the Latest date of delivery.</p> <p>(b) Deviation in payment schedule: “YES”</p> <p>Refer to Evaluation Criteria Section III, 2.1 (b) (i)</p> <p>(c) the cost of major replacement component, mandatory spare parts, and service: “YES”</p> <p>Refer to Evaluation Criteria Section III, 2.1 (c) (i) and the listed Lots under Section IX.</p> <p>(d) the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Bid; “YES”</p> <p>[15% of the bid price is applied to those bidders without spare parts, minimum service facilities and after sales services in the purchaser’s country]</p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment “YES”</p> <p>(i) number of years for life cycle cost determination 10 years</p>

	<p>(ii) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is 8%</p> <p>(iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: Based on the summation of Total cost = (10,000 hrs/Component life cycle in hrs) * Quantity of components * Unit costs of components</p> <p>(iv) and the following information is required from bidders ;</p> <p style="text-align: center;">Bidders will be required to provide the information for a single unit of each class of equipment as listed in the tables in the General Conditions of Contract.</p> <ul style="list-style-type: none"> ➤ The expected overall life cycle of the equipment ➤ The part numbers of each of the listed components ➤ The expected number of hour/kms each component is expected to run before it should be replaced ➤ The unit price of each of the components <p>(f) the performance and productivity of the equipment offered; “YES”</p> <p style="text-align: center;">Refer to Evaluation Criteria, Section III, 2.1 f(i)</p> <p>(g) Specific additional criteria, “NOT APPLICABLE”</p>
	F. Award of Contract
ITB 42	<p>The maximum percentage by which quantities may be increased is: Not applicable</p> <p>The maximum percentage by which quantities may be decreased is: Not applicable</p>
ITB 45. 1	<p>The successful Bidder shall submit the Beneficial Ownership Disclosure Form.</p>
ITB 47.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="text-align: center;">Principal Secretary <i>Attention:</i> Head Supply Chain Management Services State Department of Roads</p>

	<p style="text-align: center;">Ministry of Roads and Transport Works Building, Ngong' Road Ground Floor Room/Office Number 48 Telephone: +254 (20) 2723232 E-mail: scms@infrastructure.go.ke NAIROBI, KENYA</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of the Bidding Documents; and2. the Purchaser's decision to award the contract.

Section III - Evaluation and Qualification Criteria

Contents

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2. Evaluation (ITB 34)	47
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1. Margin of Preference (ITB 33) Not Applicable

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's Country for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission;
- (b) **Group B:** All other Bids offering Goods manufactured in the Purchaser's Country;
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its Bid, but merely in the Purchaser's reclassification of the Bid into its appropriate Bid group.

The Purchaser will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules.

The Bids in each group will then be compared to determine the Bid with the lowest evaluated cost in that group. The lowest evaluated cost Bid from each group shall then be compared with each other and if as a result of this comparison a Bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, a Bid from Group C is the lowest evaluated cost, all Bids from Group C shall be further compared with the Bid with the lowest evaluated cost from Group A after adding to the evaluated costs of goods offered in each Bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

Most Advantageous Bid

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) Substantially responsive to the bidding document; and

- (b) The lowest evaluated cost.

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

- (a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of **Bid Price + $\{(n/90) \times 5\% \} * \text{Bid Price}$, where n is the number of days above the Earliest date of delivery to the Latest date of delivery will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.***

- (b) Deviation in payment schedule. -

(i) *Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

- (c) Cost of major replacement components, mandatory spare parts, and service.

(i) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS 16.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price, for evaluation purposes only.*

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Bid price, for evaluation purposes only.

- (e) Life Cycle Costs

If specified in BDS 34.6, an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Bid price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

[Note to Purchaser: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Bids. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.]

- (i) number of years for life cycle cost determination **10 years**
- (ii) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is (8%);
- (iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology:
- (iv) and the following information is required from bidders;

Provide information that demonstrates effective accessibility to efficient aftersales service and availability of machines elements and spare parts upon immediate demand including price.

- (f) Performance and productivity of the equipment: -
 - (i) An adjustment to take into account the productivity of the goods offered in the Bid will be added to the Bid price, for evaluation purposes only, if specified in BDS 34.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Bid with respect to minimum required values, using the methodology specified below.

[Equipment Component Life Cycle]/Unit cost * quantity of parts

- (g) Specific additional criteria.

*[If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to*

Bid Prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]

2.2. Multiple Contracts (ITB 34.4)

If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (this Section III, Sub-Section ITB 37 Qualification Requirements) for a lot or combination of lots as the case may be.

In determining Bidder or Bidders that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;
- (c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- (d) determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser.

2.3. Alternative Bids (ITB 13.1) NOT APPLICABLE

3. Qualification (ITB 37)

3.1 Qualification Criteria (ITB 37.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- a) **Financial Capability:** The Bidder shall submit audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (3) years Prior to bid submission deadline, demonstrating the current soundness of the Bidder's financial position. For a joint venture, this requirement shall be met by each member;
- b) **Specific Experience:** The Bidder shall demonstrate that it has successfully completed at least three (3) contracts within the last three (3) years prior to bid submission deadline, each with a value of at least **KES Thirty Million (30,000,000/=) per contract for Lot 1**

and Kes. Ten Million (10,000,000) per contract for Lot 2 that have been successfully and substantially completed and that are similar in nature and complexity to the Goods and Related Services under the Contract. For a joint venture, this requirement may be met by all members combined.

- c) **Documentary Evidence:** The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement: **the goods certified to be of the right quality by submitting a quality standard certificate from Kenya Bureau of Standard (KEBS) Certificate or any other acceptable and accredited International Quality Standard Bodies.**
- d) **Manufacturing experience and Technical Capacity:** For the items under the Contract that the bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that:
- (i) it has manufactured goods of similar nature and complexity for **at least 10 years**, prior to the bid submission deadline; and
 - (ii) Its annual production capacity of goods of similar nature and complexity for each of the last **5 years** prior to the bid submission deadline, **is at least __100__ times** the quantities specified under the contract.
- e) **Manufacturer's authorization:** A Bidder who does not manufacture an item/s where a manufacturer authorization is required in accordance with BDS ITB 17.2 (a), the Bidder shall provide **evidence of being duly authorized by a manufacturer (Manufacturer's Authorization Form, Section IV, Bidding Forms)**, meeting the criteria in (d) (i) and (ii) above, to supply the Goods;
- f) (f) A bidder who does not manufacture an item/s where a manufacturer authorization is not required in accordance with BDS ITB 17.2 (a), the bidder shall submit documentation on, its status as a supplier, to the satisfaction of the Purchaser- authorized dealer/ distributor of the goods).

At the time of Contract Award, the Bidder (including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/SH obligations.

Section IV - Bidding Forms

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Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

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

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

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

To: *[insert complete name of Purchaser]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]*

- (e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:
- Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;
- Or
- Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- (g) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (h) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITP 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (j) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (m) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

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

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

Bidder Information

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

Date: *[insert date (as day, month and year) of Bid submission]*
 RFB No.: *[insert number of RFB process]*
 Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Bidder's JV Members Information

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

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

RFB No.: *[insert number of Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported

(Group C Bids, goods to be imported)							Date: _____	
Currencies in accordance with ITB 15							RFB No: _____	
							Alternative No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported*

(Group C Bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB 15										RFB No: _____	
										Alternative No: _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser’s Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured in the Purchaser’s Country

Purchaser’s Country _____		(Group A and B Bids)				Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____			
Currencies in accordance with ITB 15									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser’s Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase’s country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____
						RFB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

RFB No.: *[Purchaser to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to:
 - (i) sign the contract agreement, or
 - (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

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

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

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ____ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to: (i) execute the Contract agreement; or (ii) furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____

Corporate Seal (where appropriate)

¹ The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency.

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

Manufacturer's Authorization

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

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

RFB No.: *[insert number of RFB process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

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

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

Title: *[insert title]*

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

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8(a) and ITB 5.1: *NONE*

Under ITB 4.8(b) and ITB 5.1: <http://www.un.org.sc/committees/> and
<https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank’s Anti- Corruption Guidelines, and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating

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

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation Not Applicable edit, and making copies

to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

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1. List of Goods and Delivery Schedule

Lot No.	Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
						Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [Mechanical and Transport Division, Machakos Road, Nairobi, Kenya.
1.	a	Roller with detachable pad foot shell,vibratory-10 TON	2	Number	MTD	30 DAYS	120 DAYS	
	b	Motor Grader, 180-200HP	2	Number	MTD	30 DAYS	120 DAYS	
	c	Crawler excavator with breaker set, heavy duty, 170-210 HP	2	Number	MTD	30 DAYS	120 DAY	
	d	Medium tracked dozer with ripper, 170-200HP	1	Number	MTD	30 DAYS	120 DAYS	
2.	a	Large Tipper (Dump Truck) 6x4,14-16 TON	7	Number	MTD	30 DAYS	120 DAYS	
	b	Water bowser, 9000-10,000 liters	1	Number	MTD	30 DAYS	90 DAYS	
	c	Mobile workshop truck, 7-8tons, 4x4	1	Number	MTD	30 DAYS	90 DAYS	

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1.	Inspection and Testing	Roller with detachable pad foot shell,vibratory-10 TON	2	Chief Engineer (Mechanical) Office - Machakos Road, Industrial Area, Nairobi.	Within (1) one week from the date of delivery
2.	Inspection and Testing	Motor Grader, 180-200HP	2	Chief Engineer (Mechanical) Office - Machakos Road, Industrial Area, Nairobi.	Within (1) one week from the date of delivery
3.	Inspection and Testing	Crawler excavator with breaker set, heavy duty, 170-210 HP	2	Chief Engineer (Mechanical) Office - Machakos Road, Industrial Area, Nairobi.	Within (1) one week from the date of delivery
4.	Inspection and Testing	Medium tracked dozer with ripper, 170-200HP	1	Chief Engineer (Mechanical) Office - Machakos Road, Industrial Area, Nairobi.	Within (1) one week from the date of delivery
5.	Inspection and Testing	Large Tipper(Dump Truck) 6/4,14-16 TON	7	Chief Engineer (Mechanical) Office - Machakos Road, Industrial Area, Nairobi.	Within (1) one week from the date of delivery
6.	Inspection and Testing	Water bowser, 9000-10,000 liters	1	Chief Engineer (Mechanical) Office - Machakos Road, Industrial Area, Nairobi.	Within (1) one week from the date of delivery
7.	Inspection and Testing	Mobile workshop truck, 7-8tons, 4x4	1	Chief Engineer (Mechanical) Office - Machakos Road, Industrial Area, Nairobi.	Within (1) one week from the date of delivery

1. If applicable

3. Technical Specifications

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

ITEM NO.	NAME OF GOODS OR RELATED SERVICE	TECHNICAL SPECIFICATIONS AND STANDARDS
1	Roller with detachable pad foot shell,vibratory-10 TON	Annex 1, Specification No. MTD-1692-103-20
2	Motor Grader, 180-200HP	Annex 1, specification No. MTD 1622-082-20
3	Crawler excavator with breaker set, heavy duty, 170-210 HP	Annex 1, specification No. MTD-1629-0502-20
4	Medium tracked dozer with ripper, 170-200HP	Annex 1, specification No. MTD-1962-052-20
5	Large Tipper(Dump Truck) 6/4,14-16 TON	Annex 1, specification No. MTD-1420-023-20
6	Water bowser, 9000-10,000 liters	Annex 1, specification No. MTD-1056-162-20
7	Mobile workshop truck, 7-8tons, 4x4	Annex 1, specification No. MTD-2670-283-21

SPECIFICATION NO. MTD-1692-103-20		
DESCRIPTION: SMOOTH DRUM ROLLER WITH PADFOOT(SHEEP FOOT) ATTACHMENT/SHELL, VIBRATORY, SELF PROPELLED, 10 TON.		
TENDER NO:	ITEM NO:	QTY:
TENDERER'S Column to be completed by ALL TENDERERS		

Detailed Technical Specifications and Standards:

SPECIFICATION NO. MTD-1692-103-20		
DESCRIPTION: SMOOTH DRUM ROLLER WITH PADFOOT(SHEEP FOOT) ATTACHMENT/SHELL, VIBRATORY, SELF PROPELLED, 10 TON.		
TENDER NO:	ITEM NO:	QTY:
TENDERER'S Column to be completed by ALL TENDERERS		

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

1. GENERAL

a)	A Standard production, articulated Vibrating, smooth drum roller , 10 ton with a detachable padfoot (sheep foot) attachment/shell of latest design, in current production and of proven performance .	Yes, Yes, Yes (Mandatory)	------(Y/N)
b)	Supplied new, unused.	Yes	------(Y/N)
c)	Capable of operating in tropical conditions.	Yes	------(Y/N)
d)	Most suitable for soil/gravel / asphalt compaction	Yes	------(Y/N)
e)	To have a detachable padfoot (sheep foot) attachment with all the necessary accessories and suitable equipment/tools for fitting and removing.	Yes (Mandatory)	------(Y/N)

2. DIMENSIONS.

a)	Overall length, approx.	5,500 mm	----- mm
b)	Overall width, approx.	2,300mm	----- mm
c)	Overall height, approx.	3,000 mm	----- mm
d)	Operating weight minimum.	10,000Kg	----- Kg

SPECIFICATION NO. MTD-1692-103-20		
DESCRIPTION: SMOOTH DRUM ROLLER WITH PADFOOT(SHEEP FOOT) ATTACHMENT/SHELL, VIBRATORY, SELF PROPELLED, 10 TON.		
TENDER NO:	ITEM NO:	QTY:
TENDERER'S Column to be completed by ALL TENDERERS		

SPECIFICATION	REQUIREMENT	TENDERER'S OFFER
e) Static linear load, min.	30 Kg/cm	-----Kg/cm
f) Wheelbase, approx.	3,000mm	----- mm
g) Compaction width, approx.	2100mm	-----mm
h) Ground clearance, approx.	400mm	----- mm

3. ENGINE

a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Diesel Engine, 4 stroke	Yes, Yes	------(Y/N)
e) Water cooled.	Yes	------(Y/N)
f) Number of cylinders, 4/6	specify	----- No.
g) Mode of aspiration (Natural/Turbocharged)	Turbocharged	-----
h) Rated power output (HP/rpm), approx.	120Hp/2200	----- Hp/rpm
i) Maximum torque, (Nm/rpm)	specify	-----
j) Air cleaner type replaceable or oil bath.	Oil bath	------(Y/N)
k) Oil and fuel filter type	disposable	------(Y/N)
l) Fuel tank capacity, approx.	250 Lt	----- Lt
m) Engine performance curves supplied.	Yes	------(Y/N)

Tenderers signature with official stamp	
Official stamp	
Date:	

SPECIFICATION NO. MTD-1692-103-20		
DESCRIPTION: SMOOTH DRUM ROLLER WITH PADFOOT(SHEEP FOOT) ATTACHMENT/SHELL, VIBRATORY, SELF PROPELLED, 10 TON.		
TENDER NO:	ITEM NO:	QTY:
TENDERER'S Column to be completed by ALL TENDERERS		

n)	Automatic dust evacuator	Yes	------(Y/N)
o)	Hand throttle	Yes	------(Y/N)
p)	Engine derated to altitude	7000ft ASL	------(Y/N)
q)	Piston displacement, approx.	Specify	.....cc

4. VIBRATORY SYSTEM AND PERFORMANCE.

a)	Vibratory system type, hydraulic motor, manually controlled.	specify	-----
b)	Vibrator frequency, range	30-40 Hz	.....Hz
c)	Centrifugal force: Minimum, approx. Maximum, approx.	156 KN 240 KN	.....KN.....KN
d)	Nominal amplitude: High, approx. Low, min.	1.80 m 0.7m	-----m -----m
e)	Water sprinkler tank for each drum.	Yes	.....(Y/N)
f)	Number of drums.	1	.....No.
g)	Drum diameter, approx.	1500mm	.....mm
h)	Drum width, approx.	2100mm	.....mm
i)	Drum shell thickness, approx.	30mm	.....mm
j)	Static linear drum load, min	30 Kg/cm	-----Kg/cm
k)	Gradeability, approx.	45 degrees	.....degrees
l)	Cleaning scraper on drum.	Yes	------(Y/N)

5 TRANSMISSION AND FINAL DRIVE.

a)	Hydrostatic main transmission.	Yes	------(Y/N)
b)	Travel speed at rated RPM forward and reverse, approx. Low range High range	6 Km/h 12 Km/h	.....Km/h.....Km/h

SPECIFICATION NO. MTD-1692-103-20		
DESCRIPTION: SMOOTH DRUM ROLLER WITH PADFOOT(SHEEP FOOT) ATTACHMENT/SHELL, VIBRATORY, SELF PROPELLED, 10 TON.		
TENDER NO:	ITEM NO:	QTY:
TENDERER'S Column to be completed by ALL TENDERERS		

6 WHEELS AND BRAKES

a)	Rear wheels non-skid type	specify	------(Y/N
b)	Wheel size	specify	-----x-----
c)	Hydrostatic brake system to act on both rear wheels and drum	Yes	------(Y/N

7 STEERING

a)	Frame articulation type.	Yes	------(Y/N
b)	Hydraulic power steering.	Yes	------(Y/N
c)	Steering angle approx.	+/- 35 degrees	-----degrees
d)	Turning radius: outside approx. inside approx	3500mm 5600mm	.....mm.....mm
e)	Oscillation angle, approx. (Each direction)	+/- 15 degrees	-----degrees

8 HYDRAULIC CONTROL UNIT.

OIL PUMPS			
a)	Work equipment.		
	Type, variable capacity piston pump.	specify	
	Capacity, approx.	70 lt/min.	.....lt/min
	Relief valve setting, approx.	350Kg/cm sq.	.....Kg/cm sq.
b)	Steering		
	Gear type.	specify	
	Capacity, approx.	60lt/min	.....Lt/min

Tenderers signature with official stamp	Official stamp
Date:	

SPECIFICATION NO. MTD-1692-103-20		
DESCRIPTION: SMOOTH DRUM ROLLER WITH PADFOOT(SHEEP FOOT) ATTACHMENT/SHELL, VIBRATORY, SELF PROPELLED, 10 TON.		
TENDER NO:	ITEM NO:	QTY:
TENDERER'S Column to be completed by ALL TENDERERS		

Relief valve setting, approx.	140 Kg/cm sq.Kg/cm sq.
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9 CAB

a) Cab /canopy fitted and designed to offer excellent visibility and comfort	Yes	------(Y/N)
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10 ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage/negative earth/alternator charging	Yes, Yes, Yes.	------(Y/N)
b) Battery capacity, approx.	130 Ah	.....Ah
c) Hour meter	Yes	------(Y/N)
d) Fuel gauge	Yes	------(Y/N)
e) Water temperature gauge	Yes	------(Y/N)
f) Panel lamp	Yes	------(Y/N)
g) Battery charging lamp	Yes	------(Y/N)
h) Engine oil pressure lamp	Yes	------(Y/N)
i) Parking brake lamp	Yes	------(Y/N)
j) Ammeter	Yes	------(Y/N)
k) Horn	Yes	------(Y/N)

11 WARRANTY.

a) Roller supplied to be covered by manufacturer's warranty.	Yes (Mandatory)	------(Y/N)
b) Warranty duration.	2000Hrs or One (1) year, whichever comes first.	-----months ----- Hrs

12 MANUALS AND EQUIPMENT.

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SPECIFICATION NO. MTD-1692-103-20		
DESCRIPTION: SMOOTH DRUM ROLLER WITH PADFOOT(SHEEP FOOT) ATTACHMENT/SHELL, VIBRATORY, SELF PROPELLED, 10 TON.		
TENDER NO:	ITEM NO:	QTY:
TENDERER'S Column to be completed by ALL TENDERERS		

a)	All literature in English language	Yes	------(Y/N)
b)	Shop manual supplied.	One per m/c (Mandatory)	------(Y/N)
c)	Parts catalogue / CD, supplied.	1 set per machine (Mandatory)	------(Y/N)
d)	Operators hand book supplied.	One per m/c	------(Y/N)
e)	Repair /standard tool kit supplied.	Yes (Mandatory)	------(Y/N)
f)	Specialized equipment and tools for fitting the padfoot shell kit to be supplied with the roller.	Yes (Mandatory)	.....(Y/N)

13 OTHER REQUIREMENT

a)	Roller to be registered by the Registrar of Motor Vehicles.	Yes (Mandatory)	_____(Y/N)
b)	Roller 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 capacity to offer after sales service back-up and any other technical support- mandatory -due diligence may be conducted to confirm facilities and qualified staff.	Yes Specify whether agent/dealer	_____(Y/N) -----
d)	Availability of spare parts.	Indicate equipment dealers who stock spare parts.	----- ----- -----

Tenderers signature with official stamp	Official stamp
Date:	

SPECIFICATION NO. MTD-1692-103-20		
DESCRIPTION: SMOOTH DRUM ROLLER WITH PADFOOT(SHEEP FOOT) ATTACHMENT/SHELL, VIBRATORY, SELF PROPELLED, 10 TON.		
TENDER NO:	ITEM NO:	QTY:
TENDERER'S Column to be completed by ALL TENDERERS		

e) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.	Specify	----- ----- -----
f) Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)	_____(Y/N)
g) Adequate training on the operation and maintenance of machine to be provided for one week by experts from the manufacturers or their agents.	Yes (Mandatory)	_____(Y/N)

14. SERVICE PARTS FOR 2000HRS OF OPERATION

i) Oil filter - 10No.	Yes (Mandatory)	.....Y/N
ii) Diesel Filter primary – 10No.	Yes (Mandatory)	.....Y/N
iii) Diesel Filter secondary– 10No.	Yes (Mandatory)	.....Y/N
iii) Corrosion Filter – 10No.	Yes (Mandatory)	.....Y/N
iv) Outer Air Cleaner – 10No.	Yes (Mandatory)	.....Y/N
v) Inner Air Cleaner – 10No.	Yes (Mandatory)	.....Y/N
vi) Hydraulic Filter – 10No.	Yes (Mandatory)	.....Y/N
vii) Fan belt set – 3No.	Yes (Mandatory)	.....Y/N
viii) Hydraulic pump service kit-1set	Yes(Mandatory)	.....Y/N
ix) Greasing gun heavy duty-2No.	Yes (Mandatory)	.....Y/N
x) Transmission filter-10No.	Yes (Mandatory)	.....Y/N

MOT&I/MTD/QMS/520

SPECIFICATION NO. MTD-1692-103-20

**DESCRIPTION: SMOOTH DRUM ROLLER WITH PADFOOT(SHEEP FOOT)
ATTACHMENT/SHELL, VIBRATORY, SELF PROPELLED, 10 TON.**

TENDER NO:

ITEM NO:

QTY:

TENDERER'S Column to be completed by ALL TENDERERS

TENDERER' S REMARKS

Tenderers signature with official stamp

Official stamp

Date:

MOT&I/MTD/QMS/520

SPECIFICATION NO. MTD-1692-103-20		
DESCRIPTION: SMOOTH DRUM ROLLER WITH PADFOOT(SHEEP FOOT) ATTACHMENT/SHELL, VIBRATORY, SELF PROPELLED, 10 TON.		
TENDER NO:	ITEM NO:	QTY:
TENDERER'S Column to be completed by ALL TENDERERS		

MOT&I/MTD/QMS/373		
SPECIFICATION No. MTD-1622-082-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOTOR GRADER, 180-200HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S OFFER
MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
Manufacturer's Literature, authority, warranty and Specifications Supplied (To be forwarded together with these specifications when duly filled in, and to be authentic, clear and with warranty covered.)	Yes (Mandatory)	.....(Y/N)

1. GENERAL

a) A Standard production, diesel powered, six wheeled, tandem drive, motor grader of latest design in class, robust construction and of proven past performance in current production.	Yes, Yes, Yes (Mandatory)	.....(Y/N)
b) Supplied new.	Yes	.....(Y/N)
c) Designed to heavy-duty specifications, capable of operating in tropical conditions and rugged terrains; for maintenance of hard packed roads with embedded rock, heavy fill spreading, ripping/scarifying of asphalt or concrete and be a motor grader capable of delivering continuous high load factor, past performance with the Government demonstrated .	Yes (Mandatory)	.....(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 / fitted.	Yes	.....(Y/N)

2. DIMENSIONS AND WEIGHTS

a) Overall length, (exclusive of the ripper length).	8,500mm	..... mm
b) Overall tread width, approx.	2,500mm	..... mm
c) Overall height, approx.	3,100mm	..... mm

Tenderers signature with official stamp

Official stamp

Date:

MOT&I/MTD/QMS/373		
SPECIFICATION No. MTD-1622-082-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOTOR GRADER, 180-200HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S OFFER
a) Transmission Type:	(Mandatory)	.....(Y/N)
b) No. of speeds, min.	6F 3R (Mandatory)	.....F.....R

5. HYDRAULICS

a) Pump output – approx	1500Lts/Min	.....Lt/ Min
b) Standby Pressure Approx	3MPA	.....Mpa
c) System Pressure, Max	20Mpa	.....Mpa

6. FRAME

a) Should be flanged, of box-section design	Yes.	.....(Y/N)
b) i) Width, min	250mm 290mm	.....mm
ii) Height, min.		.....mm

7. AXLES

a) Oscillating type with leaning front axle wheels.	Yes, Yes	.....(Y/N)
b) Tandem roller chain drive, rear axle.	specify	.....

8. WHEELS.

a) Front and rear tires.	Yes(Y/N)
b) Size	14x24	-----x-----

9. STEERING.

a) Hydraulic power steering.	Yes(Y/N)
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Tenderers signature with official stamp

Official stamp

Date:

MOT&I/MTD/QMS/373		
SPECIFICATION No. MTD-1622-082-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOTOR GRADER, 180-200HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S OFFER
b) Steering range, right or left, approx.	50 degrees	.....degrees
c) Minimum turning radius.	6.5 m	..... m
d) Articulation angle, Left/Right min.	25 degrees	.....degrees s

10. BRAKES.

a) Pneumatically/Hydraulically actuated brakes.	specify	.....(Y/N)
b) Manually actuated multiple oil-disc parking brake to act on transmission.	Yes	.....(Y/N)

11. CIRCLE.

a) Single piece rolled ring forging	Yes	.....(Y/N)
b) Outside diameter, min	1,700mm	..... mm
c) Turning angle.	360 degrees	.....degrees
d) Circle rotation control.	hydraulic	.....(Y/N)

12. MOULDBOARD.

a) Heavily reinforced steel mouldboard, wear resistant length, min. height, approx. thickness.	3,900mm 620mm 22mm	..... mm mm mm
b) High strength cutting edges, curved normal pitch 45-47 degrees, width, approx. thickness, min.	Yes 150mm 22mm	..... mm mm
c) Endbit dimensions: width, approx. thickness, approx.	150mm 22mm	..... mm mm

13. BLADE RANGE.

a) Lift above ground, min.	440mm	..... mm
b) Drop below ground, min.	700mm	..... mm

MOT&I/MTD/QMS/373		
SPECIFICATION No. MTD-1622-082-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOTOR GRADER, 180-200HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S OFFER
c) Maximum shoulder reach outside of tires, right, left,	680mm 500mm	..... mm mm
d) Max.depth of cut, min.	700mm	..... mm
e) Maximum blade position, angle (both sides)	specify	.....degrees
f) Blade base.	Specify	..... mm
g) Circle centre shift. right, left,	specify specify	.....mm.....mm
h) Hydraulically operated blade tilt.	Yes (Mandatory)	.....(Y/N)
i) Extended blade position.	Yes	.....(Y/N)
j) Max. bank cutting angle right/left min.	90 drgrees	.....

14. CAB.

a) Totally enclosed ROPS cab fitted with lockable doors and safety- glass all round -360 degree visibility	Yes (Mandatory)(Y/N)
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15. ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage, negative earth.	24V, Yes(Y/N)
b) Alternator charging.	Yes	.....(Y/N)
c) Battery capacity, approx.	specify	..... AH
d) Standard instruments and gauges:		
i) Speedometer	Yes	.....(Y/N)
ii) Servicemeter- tamper proof , with memory and data retrievable	Yes	.....(Y/N)
iii) Engine oil pressure gauge.	Yes	.....(Y/N)

Tenderers signature with official stamp

Official stamp

Date:

MOT&I/MTD/QMS/373		
SPECIFICATION No. MTD-1622-082-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOTOR GRADER, 180-200HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S OFFER
iv) Water temperature gauge.	Yes	.....(Y/N)
v) Panel lamps.	Yes	.....(Y/N)
vi) Battery charge lamp.	Yes	.....(Y/N)
vii) Fuel gauge.	Yes	.....(Y/N)
viii) Two head and rear lights.	Yes	.....(Y/N)
ix) Stop & turning signal lights.	Yes	.....(Y/N)
x) Revolving flasher mounted on top of cab.	Yes(Mandatory)	.....(Y/N)

16. EQUIPMENT AND ACCESSORIES.

a) Manufacturer's complete tools, kit supplied.	Yes (Mandatory)	.....(Y/N)
b) Comprehensive list of standard and specialized tools to be supplied with the grader to be attached.	Yes (Mandatory)	.....(Y/N)
c) Reflective chevrons at rear, licence plate holder at front and rear to conform to Kenya Traffic Act, CAP.403 Tenth schedule.	Yes	.....(Y/N)
d) Ripper attached	Yes (Mandatory)	.....(Y/N)
e) Scarifier attached	Yes (Mandatory)	.....(Y/N)
f) With compressor and air pressure line with pipe or equivalent for tyre inflation	Yes (Mandatory)	.....(Y/N)
g) To be supplied with 1No. Spare wheel.	Yes (Mandatory)	.....(Y/N)
h) Air conditioning system	Yes (Mandatory)	.....(Y/N)
i) FM radio with CD player	Yes (Mandatory)	.....(Y/N)

17. WARRANTY

a) Grader supplied should carry a statement of warranty.	Yes (Mandatory)(Y/N)
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MOT&I/MTD/QMS/373		
SPECIFICATION No. MTD-1622-082-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOTOR GRADER, 180-200HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S OFFER
b) Grader warranty unlimited hours or One (1) year, whichever comes first mandatory.	specify	..... hours

18. MANUALS

a) All literature in English language	Yes	.....(Y/N)
b) Operator's Manual, supplied.	1 per Grader	.....(Y/N)
b) Shop Manual/CD, supplied.	1 per Grader (Mandatory)	.....(Y/N)
c) Parts catalogue /CD, supplied.	1 per Grader (Mandatory)	.....(Y/N)

19 OTHER REQUIREMENT

a) Grader to be registered by the Registrar of Motor Vehicles before delivery to user.	Yes (Mandatory)	.....(Y/N)
b) Grader 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 in addition be of demonstrable capacity to offer after sales back-up service and any other technical support-- mandatory -due diligence may be conducted to confirm facilities and qualified staff.	Yes Specify whether agent/dealer	.....(Y/N) -----
d) Availability of spare parts-attach evidence of proven dealership with spare parts stock mandatory.	Indicate 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	----- -----

Tenderers signature with official stamp

Official stamp

Date:

MOT&I/MTD/QMS/373		
SPECIFICATION No. MTD-1622-082-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOTOR GRADER, 180-200HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S OFFER ----- -----
f) Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)	_____(Y/N)
g) Adequate training on the operation and maintenance of machine to be provided for a period of one week by experts from the manufacturers or their agent.	Yes (Mandatory)	_____(Y/N)
h) Experience in supply of graders to the Government in the last 3 years, total of 10 units minimum-attach evidence to confirm proven and repeated performance.	Yes (Mandatory)	_____(Y/N)

19. SERVICE PARTS FOR 2000HRS OF OPERATION

vii) Oil filter - 10No.	Yes (Mandatory)	..... Y/N
viii) Diesel Filter primary – 5No.	Yes (Mandatory)	..... Y/N
ix) Corrosion Filter – 5No.	Yes (Mandatory)	..... Y/N
x) Outer Air Cleaner – 5No.	Yes (Mandatory)	..... Y/N
xi) Inner Air Cleaner – 5No.	Yes (Mandatory)	..... Y/N
xii) Hydraulic Filler – 5No.	Yes (Mandatory)	..... Y/N
xiii) Transmission Filter -5No.	Yes (Mandatory)	..... Y/N
viii) Fan Belt set – 2No.	Yes (Mandatory)	..... Y/N
ix) Diesel filter secondary-5No..	Yes(Mandatory)	..... Y/N
x) Heavy duty Greasing gun -2No.	Yes (Mandatory)	..... Y/N

SPECIFICATION NO.: MTD-1629-0502-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: CRAWLER EXCAVATOR WITH BREAKER SET, 170-210HP. HEAVY DUTY.		

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
Make	-	
Model	-	
Country of origin	-	
Manufacturer's literature, authority and specifications supplied.	Yes mandatory	(Y/N)

1. GENERAL

a) A standard production, crawler backhoe excavator of latest design, proven performance and in current production.	Yes, Yes, Yes	(Y/N)
b) Supplied new.	Yes	(Y/N)
c) Designed to light export specifications, capable of operating in tropical conditions.	Yes	(Y/N)
d) Any items not included in this specification but which are deemed necessary for the operation of the equipment shall be fitted/supplied.	Yes	.....(Y/N)

2. SHIPPING DIMENSIONS

a) Overall length, min.	10,000 mm	.....mm
b) Overall width, approx.	3,100mm	.....mm
c) Overall height, min.	3,200 mm	.....mm
d) Cab height, approx.	3,000 mm	.....mm
e) Ground clearance, min.	500 mm	.....mm
f) Track length, approx.	5,000mmmm

Tenderers signature with official stamp Date:	Official stamp
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MOT&I/MTD/QMS/373		
SPECIFICATION No. MTD-1622-082-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOTOR GRADER, 180-200HP.		

SPECIFICATION	REQUIRED	TENDERER'S
g) Shoe width , approx.	600mm	.....mm
h) Tail swing radius, approx.	3,100mm	.....mm
i) Operating weight, approx.	30,000kg	.....Kg

3. ENGINE

a) Make	-	
b) Model	-	
c) Country of origin	-	
d) 4-cycle, water-cooled, direct injection	Yes	(Y/N)
e) Mode of aspiration	Turbo(mandatory)	(Y/N)
f) No. of cylinders	Specify	(Y/N)
g) Engine capacity, approx.	Specify	cc
h) Maximum Rated Power, min.	170-210HP/2000rpm	No.
i) Maximum Rated Torque, min.	800Nm/1400rpm	KW/rpm

4. WORKING RANGE

a) Max. height, approx.	10000mm	.....mm
b) Max. loading height, approx.	6500mm	.....mm
c) Max. digging depth, approx.	7200mm	.....mm
d) Bucket digging force, approx.	170kN	.....kN
e) Arm digging force, approx.	130kN	.....kN
f) Bucket capacity, approx.	1.3m ³	.....m ³

5. HYDRAULIC SYSTEM

a) Type.	Variable displacement piston pumps	.....(Y/N)
b) Max. flow, approx.	2x250 l/min	.....l/min
c) Max. pressure, approx.: Power mode	Specify	.....Kg/cm ².....Kg/cm ²

SPECIFICATION NO.: MTD-1629-0502-20		
TENDERER'S NAME:		NO:
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: CRAWLER EXCAVATOR WITH BREAKER SET, 170-210HP. HEAVY DUTY.		

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
Normal Implements, Travel, Swing, Pilot circuits.		.....Kg/cm ²
		.....Kg/cm ²
		.....Kg/cm ²
		.....Kg/cm ²

6. **DRIVE, BRAKES & UNDERCARRIAGE**

a) Steering control	Hydrostatic	.....Y/N
b) Max. drawbar pull, approx.	230kN	.....KN
c) Max. travel speed, approx.	4km/h	.....Km/h
d) Service brake system	Specify	.....
e) Parking brake system.		.....
f) Undercarriage centre frame	Specify	.....
a) Track frame	Specify	.....
b) No. of shoes	Specify	.....
c) No. of carrier rollers	Specify	.....
j) No. of track rollers	Specify	.....

7. **COOLANT & LUBRICANT CAPACITY**

a) Fuel tank, approx.	400Lts	..... Lts
b) Cooling system	30Lts	.....Lts

Tenderers signature with official stamp	
	Official stamp
Date:	

MOT&I/MTD/QMS/373		
SPECIFICATION No. MTD-1622-082-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOTOR GRADER, 180-200HP.		

SPECIFICATION	REQUIRED	TENDERER'S
c) Engine oil, approx.	22Lts	.....Lts
d) Final drive, approx.	7Lts	.....Lts
e) Hydraulic system (including tank)	250Lts	.....Lts

8. OPERATOR'S STATION

a) Operator's seat tilt-able and can slide forward and backward together with work equipment control levers.	Yes	.....Y/N
b) Cab hydraulically damped and safety glass windows fitted.	Yes	.....Y/N

9 EQUIPMENT (OR ACCESSORIES) ETC.

a) Any other equipment that the manufacturer deems necessary for the optimum efficiency of the machine.	Specify	
b) Manufacturers standard tools to be supplied	Yes (Mandatory)	.....Y/N
c) Air conditioning system	Yes (Mandatory)	.....(Y/N)
d) FM radio with CD player	Yes (Mandatory)	.....(Y/N)
e) Hour meter tamper proof, with memory and data retrievable	Yes	.....Y/N
f) To be fitted with a quick coupler assembly -provide evidence in brochure	Yes (Mandatory)	.....(Y/N)

10 WARRANTY

a) Specimen of machine warranty to be submitted when tendering.	Yes	.....Y/N
b) Each machine supplied to carry a statement of warranty.	Yes (Mandatory)	.....Y/N

SPECIFICATION NO.: MTD-1629-0502-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: CRAWLER EXCAVATOR WITH BREAKER SET, 170-210HP. HEAVY DUTY.		

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
c) Machine warranty 1year min.	Specify	.....

11 MANUALS

a) All literature in English language.	Yes	.....Y/N
b) Shop manual/CD supplied.	1 per machine Mandatory	.....Y/N
c) Parts catalogue/ CD supplied.	1 per machine Mandatory	.....Y/N
d) Driver's handbook, warranty and service schedule supplied.	1 per machine	.....Y/N

12 OTHER REQUIREMENT

a) Body construction and all fitments to conform to CAP 403 Kenya Traffic Act and have a certificate from the vehicle inspection unit.	Yes Mandatory	_____(Y/N)
b) Equipment to be inspected by the Chief Mechanical and Transport Engineer for compliance with the specifications delivery to the user.	Yes Mandatory	_____(Y/N)
c) Chevrons and reflectors fitted on rear to conform to Kenya Traffic Act.	Yes	----- (Yes/No)
d) Franchise holder (representative in Kenya) If not, specify relationship with the Franchise holder and should be of demonstrable capacity to offer after sales service back-up and any other technical support- mandatory -due diligence may be conducted to confirm facilities and qualified staff.	Yes Specify whether agent/dealer	_____(Y/N) -----

Tenderers signature with official stamp	Official stamp
Date:	

MOT&I/MTD/QMS/373		
SPECIFICATION No. MTD-1622-082-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOTOR GRADER, 180-200HP.		

SPECIFICATION	REQUIRED	TENDERER'S
e) Availability of spare parts.	Indicate dealers who stock spare parts.	----- -----
f) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshop facilities.	Specify	----- ----- ----- -----
g) Firm to fix, test run and commission machine with breaker assembly	Yes, Mandatory	_____(Y/N)
h) Adequate training on the operation and maintenance of machine to be provided for a period of one week by experts form the manufacturers or their agent.	Yes (Mandatory)	_____(Y/N)

13. TO SUPPLY THE FOLLOWING EQUIPMENT AS A SEPARATE ATTACHMENT

I. A STANDARD HYDRAULIC BREAKER SET/ HAMMER LINE (and brochure attached)	Yes(Mandatory)	------(Yes/No)
a) Make	-	-----
b) Model	-	-----
c) Country of origin	-	-----
d) Supplied crawler excavator to have hydraulic lines/other attachments for the breaker	Yes(Mandatory)	------(Yes/No)
e) Suitable for breaking all classes of concrete, cutting asphalt and tamping	Yes(Mandatory)	------(Yes/No)
f) Shank size, diameter x length approx	specify	----x----mm
g) Weight, range.	1,300-2,200Kg	-----Kg
h) Hydraulic flow range.	150-250 l/min.	----- l/min.
i) Working pressure range.	14-20MPa	-----MPa
i) Impact energy rating, approx.		-----joules

SPECIFICATION NO.: MTD-1629-0502-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: CRAWLER EXCAVATOR WITH BREAKER SET, 170-210HP. HEAVY DUTY.		

TENDERER'S Column to be completed by tenderer

	5,500 joules	
k) Blow frequency rating range approx.	400-600 b/min.	-----b/min
II. BREAKER TOOLS		
a) Moil point	Yes	----- (Yes/No)
b) Flat wedge chisel.	Yes	----- (Yes/No)
c) Any other tools supplied:	Specify	-----

<u>TENDERER' S REMARKS</u>

14. SERVICE PARTS FOR 2000HRS OF OPERATION

Tenderers signature with official stamp	
Date:	Official stamp

MOT&I/MTD/QMS/373		
SPECIFICATION No. MTD-1622-082-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOTOR GRADER, 180-200HP.		

xiv) Oil filter - 10No.	Yes (Mandatory)	..... Y/N
xv) Diesel Filter Primary – 10No.	Yes (Mandatory)	..... Y/N
xvi) Corrosion Filter – 10No.	Yes (Mandatory)	..... Y/N
xvii) Outer Air Cleaner – 10No.	Yes (Mandatory)	..... Y/N
xviii) Inner Air Cleaner – 10No.	Yes (Mandatory)	..... Y/N
xix) Hydraulic Filter – 10No.	Yes (Mandatory)	..... Y/N
xx) Transmission Filter -10No.	Yes (Mandatory)	..... Y/N
viii) Fan belt set – 3No.	Yes (Mandatory)	..... Y/N
ix) Travel motor seals -4sets.	Yes(Mandatory)	..... Y/N
x) Greasing gun heavy duty-1No.	Yes (Mandatory)	..... Y/N
xi) Bucket tips – 5 sets	Yes (Mandatory)	..... Y/N
xii) Diesel Filters secondary – 10No	Yes (Mandatory)	..... Y/N
<u>TENDERER'S REMARKS</u>		

SPECIFICATION No. MTD-1962-052-20		
TENDERER'S NAME:	NO:	
TENDER NO	ITEM NO	QTY:
DESCRIPTION: MEDIUM TRACKED DOZER WITH RIPPER, 170-200 HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

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

1. GENERAL

a)	A standard production medium sized construction type dozer with ripper attachment, of latest design in class, robust construction, of proven performance and in current production.	Yes mandatory	.....(Y/N)
b)	Supplied new.	Yes	.....(Y/N)
c)	Designed to medium duty specifications, capable of operating in tropical conditions.	Yes	.....(Y/N)
b)	Dozer with ripper attachment	Yes	.....(Y/N)
c)	Basic operating weight with ripper attachment, approx.	18,000 Kg	.....Kg

2. WEIGHTS AND DIMENSIONS

a)	Total length with blade and ripper, approx.	6,400mm	----- mm
b)	Total width width with blade,approx.	3,000mm	-----mm
c)	Total height with ROPS,approx.	3,200mm	.....(Y/N)
d)	Ground clearance, min.	380mm	-----mm
e)	Drawbar height, approx.	550mm	.....mm
f)	Basic operating weight including lubricants, coolant, full fuel tank, hydraulic control, bulldozer and ROPS canopy, approx.	20,500Kg	.....Kg

Tenderers signature with official stamp

Official stamp

Date:

SPECIFICATION No. MTD-1962-052-20		
TENDERER'S NAME:	NO:	
TENDER NO	ITEM NO	QTY:
DESCRIPTION: MEDIUM TRACKED DOZER WITH RIPPER, 170-200 HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
---------------	-------------	------------

3 ENGINE

a) Water cooled diesel with electric start	Yes	-----Y/N
b) Mode of aspiration, Turbocharged & after cooled.	Yes	.....(Y/N)
c) Maximum power output, (Hp/rpm) .	170-200Hp/1900rpm	-----Hp/rpm
d) Maximum torque developed, min.	1000Nm	-----Nm/rpm
e) Engine displacement, range	Specify	-----cc
f) No. of cylinders	6	-----No.
e) Exhaust muffler and rain cap	Yes	-----Y/N
f) Fuel tank capacity , approx.	400 ltr	-----l

4. TRANSMISSION.

a) Full power shift with torque convertor	Yes	-----Y/N
b) Minimum 3 forward and 3 reverse speeds	Yes	-----Y/N
c) Pressurised lubrication	Yes	-----Y/N

5. STEERING

a) Power assisted, multi-disc , oil cooled clutches	Yes	----- (Y/N)
-----------------------------------------------------	-----	----------------

6. UNDERCARRIAGE (TRACK ROLLER FRAME UNIT)

a) Oscillating type box girder construction	Yes	-----Y/N
b) Minimum six track rollers and two carrier rollers	Yes	-----Y/N
c) Rollers sealed and life lubricated	Yes	-----Y/N
d) Track shoe width, min	500mm	-----mm

SPECIFICATION No. MTD-1962-052-20		
TENDERER'S NAME:	NO:	
TENDER NO	ITEM NO	QTY:
DESCRIPTION: MEDIUM TRACKED DOZER WITH RIPPER, 170-200 HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
e) Sealed type pins and bushings	Yes	-----Y/N
f) Hydraulic type, tensioner.	Yes	-----Y/N

7. ELECTRICAL SYSTEM

a) Manufacturers standard 24V starting system	Yes	----- (Y/N)
-----------------------------------------------	-----	----------------

8. DOZER BLADE AND RIPPER.

a) Angle/straight dozer with bolted-on cutting edge and end bit.	Yes	----- (Y/N)
i) Capacity, approx	4m ³	----- m ³
ii) Overall width, approx.	3,000mm	----- mm
iii) Height, approx.	1,000mm	----- mm
iv) Digging depth, approx.	600mm	-----mm
v) Ground clearance, approx.	1,000mm	----- mm
vi) Maximum tilt, approx.	600mm	----- mm
b) Hydraulic hoisting with lift, lower and hold positions.	Yes	----- (Y/N)
c) Hydraulic operated ripper with 3 tines and parallel linkage	Yes	----- (Y/N)
i) Beam width	2000 mm	----- mm
ii) Maximum penetration	500 mm	----- mm
iii) Maximum clearance raised (lift above ground)	1000 mm	-----mm
iv) Blade turning angle	±25 ⁰	----- ⁰

Tenderers signature with official stamp

Official stamp

Date:

SPECIFICATION No. MTD-1962-052-20		
TENDERER'S NAME:	NO:	
TENDER NO	ITEM NO	QTY:
DESCRIPTION: MEDIUM TRACKED DOZER WITH RIPPER, 170-200 HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
9. OPERATORS CAB.		
a) Vibration-insulation mounted enclosed/lockable cab with ROPS and with clear working view.	Yes, mandatory	------(Y/N)
b) Complete instrumentation including engine and hydraulic oil pressure gauges.	Yes	------(Y/N)

10. EQUIPMENT AND ACCESSORIES.

a) Radiator and upper engine guards	Yes	------(Y/N)
b) Service tools in mounted kit	Yes	------(Y/N)
c) Engine hour meter.	Yes	------(Y/N)
d) Engine and transmission protection plates against damage	Yes (Mandatory)	.....(Y/N)
e) Optional equipment	Specify	

11. WARRANTY

a) Dozer supplied should carry a statement of warranty.	Yes (Mandatory)	.....(Y/N)
b) Dozer warranty min., 2000Hrs or One (1) year, whichever comes first.	specify	..... hours
c) Specimen of Dozer warranty to be submitted while Tendering.	Yes)	.....(Y/N)

12. MANUALS

a) All literature in English language	Yes	.....(Y/N)
b) Operator's, service and warranty Manual, supplied.	1 per Dozer	_____(Y/N)
c) Shop Manual/CD supplied.	1 per Dozer	_____(Y/N)

SPECIFICATION No. MTD-1962-052-20		
TENDERER'S NAME:	NO:	
TENDER NO	ITEM NO	QTY:
DESCRIPTION: MEDIUM TRACKED DOZER WITH RIPPER, 170-200 HP.		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
	Yes, Mandatory	
d) Parts catalogue /CD, supplied.	1 per dozer Yes, Mandatory	_____(Y/N)

13 OTHER REQUIREMENT

a) Dozer to be registered by the Registrar of Motor Vehicles before delivery to user.	Yes (Mandatory)	_____(Y/N)
b) Dozer will be inspected by the Chief Mechanical and Transport Engineer, prior to delivery to the user.	Yes	_____(Y/N)
c) Franchise holder (representative in Kenya)? If not, specify relationship with franchise holder and should be of demonstrable capacity to offer after sales service back-up and any other technical support- mandatory -due diligence may be conducted to confirm facilities and qualified staff.	Yes Specify whether agent/dealer	_____(Y/N) -----
d) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.	Specify	----- -----
e) Adequate training on the operation and maintenance of machine to be provided for a period of one week by experts from the manufacturers or their agent.	Yes (Mandatory)	_____(Y/N)

Tenderers signature with official stamp

Official stamp

Date:

SPECIFICATION No. MTD-1962-052-20

TENDERER'S NAME:

NO:

TENDER NO

ITEM NO

QTY:

DESCRIPTION: MEDIUM TRACKED DOZER WITH RIPPER, 170-200 HP.

14. SERVICE PARTS FOR 2000HRS OF OPERATION

i) Oil filter - 10No.	Yes (Mandatory)	.....Y/N
ii) Diesel Filter primary – 10No.	Yes (Mandatory)	.....Y/N
iii) Corrosion Filter – 10No.	Yes (Mandatory)	.....Y/N
iv) Outer Air Cleaner – 10No.	Yes (Mandatory)	.....Y/N
v) Inner Air Cleaner – 10No.	Yes (Mandatory)	.....Y/N
vi) Hydraulic Filter – 10No.	Yes (Mandatory)	.....Y/N
vii) Transmission Filter -10No.	Yes (Mandatory)	.....Y/N
viii) Fan belt set – 5No.	Yes (Mandatory)	.....Y/N
ix) Ripper cylinder seal kit – 2 sets	Yes(Mandatory)	.....Y/N
x) Greasing gun bucket type-1No.	Yes (Mandatory)	.....Y/N
xi) lift cylinder seal kit– 2 sets	Yes (Mandatory)	.....Y/N
xii) Hydraulic pump service kit – 2 sets	Yes (Mandatory)	.....Y/N
xiii) Final Drive seal kit – 2 sets	Yes(Mandatory)	.....Y/N
xiv) Cutting edge set-5set	Yes (Mandatory)	.....Y/N
xv) Ripper tips set -3set	Yes (Mandatory)	.....Y/N
xvi) End bits set-3set	Yes (Mandatory)	.....Y/N
xvii) Diesel Filter secondary – 10No	Yes (Mandatory)	.....Y/N

TENDERER' S REMARKS

A. CAB-CHASSIS.

MAKE	-	-----
MODEL	-	-----
COUNTRY OF ORIGIN	-	-----
MANUFACTURER'S LITERATURE, AUTHORITY AND SPECIFICATIONS SUPPLIED	Yes mandatory	------(Yes/No)

1. GENERAL

a) A standard production, 6x4, 14-16 ton payload tipper truck, of latest design, robust construction, in current production, proven performance locally , marketed in Kenya.	Yes, Yes, Yes mandatory	------(Yes/No)
b) Supplied new.	Yes	------(Yes/No)
c) Designed to heavy duty export specifications, capable of operating in tropical conditions over paved and unpaved roads.	Yes, Yes, Yes	------(Yes/No)
d) Suitable for cargo transportation.	Yes	------(Yes/No)
e) Control Forward/Normal, right hand drive	Mandatory	------(Yes/No)

2. DIMENSIONS AND WEIGHTS

a) Overall length, approx.	7,000mm	-----mm
b) Overall width, approx.	2,500mm	-----mm
c) Overall height approx.	3,000mm	-----mm
d) Wheelbase, approx.	3,300+ 1300mm	-----mm
e) Length of chassis aft of cab, approx.	5,000mm	-----mm
f) Kerb weight approx.	7,000Kg	-----kg
g) G.V.W approx.	26,000Kg	-----kg
h) Payload .	14-16,000Kg	-----kg
i) Permissible/legal front (steering) axle load, max.	8,000Kg	-----kg
j) Permissible/legal rear (for dual wheels) axle load, max.	10,000kg	-----kg
k) Turning radius, approx.	8,800mm	-----mm

Tenderers signature with official stamp

Official stamp

Date:

SPECIFICATION No. MTD-1962-052-20		
TENDERER'S NAME:	NO:	
TENDER NO	ITEM NO	QTY:
DESCRIPTION: MEDIUM TRACKED DOZER WITH RIPPER, 170-200 HP.		

3. ENGINE

a) Make	-	-----
b) Model	-	-----
c) Country of origin	-	-----
d) Engine performance curves supplied.	Yes mandatory	------(Yes/No)
e) Diesel Engine, water cooled, 4 Stroke.	Yes, Yes, Yes	------(Yes/No)
f) Mode of aspiration. (Natural/Turbocharged)	specify	-----
g) Piston displacement, approx.	8,000-12,000cc	-----cc
h) Number of cylinders, min.	6	-----no.
i) Maximum power output / rpm, min.	320HP / 2500rpm	-----HP/rpm
j) Maximum torque developed /rpm, min.	1400Nm /1200rpm	-----Nm/rpm
k) Air cleaner type, disposable/ oilbath.	Specify	-----
l) Oil and fuel filter type	Disposable	-----
m) Average fuel consumption (on full load)	Specify	-----km/l
n) Fuel tank capacity, approx.	400Lt	-----Lt
o) Extra fuel tank fitted	Yes	------(Yes/No)
Capacity	Specify	-----Lt

4. CLUTCH AND TRANSMISSION

a) Clutch, dry type, single plate	Yes, Yes	------(Yes/No)
b) Clutch, system actuation, Hydraulic	Yes	------(Yes/No)
c) Gearbox, synchromesh.	Yes	------(Yes/No)
d) Number of speeds, min.	5F, 1R	-----F/--- R
e) Drive configuration.	6x4	----- x-----

5. BRAKES, TYRES AND SUSPENSION.

a) Brakes, hydraulic-pneumatic assisted.	Yes	------(Yes/No)
b) Mechanical parking brake to act on transmission.	Yes	------(Yes/No)
c) Rear tyres.	Dual	-----

d)	Tires size locally available.	Yes	------(Yes/No)
e)	Optimum tire size	specify	-----
f)	Suspension, front and rear heavy duty leaf springs with telescopic shock absorbers at front.	Yes, Yes	------(Yes/No)

6. STEERING, TIPPING SYSTEM, CONTROL AND CAB.

a)	Right Hand drive steering	Mandatory	(Y/N)
b)	Steering Type .	assisted	
c)	All steel, spacious cab to seat 2 passengers comfortably.	Yes, Yes	(Y/N)
d)	Adjustable drivers seat.	Yes	(Y/N)
e)	Seat belts to conform to KEBS 06-664:1985 STANDARD.	Yes Mandatory	(Y/N)
f)	Heavy duty tipping sub-frame mounted on chassis.	Yes	(Y/N)
g)	Complete tipping gear including mounted single ram, PTO pump and cab mounted controls, hydraulic oil system and piping all assembled, tested and ready to operate on the tipper body.	Yes	(Y/N)

7. ELECTRICAL SYSTEM AND INSTRUMENTS

a)	System voltage, negative earth.	24V, Yes	------(Yes/No)
b)	Battery capacity and size.	specify	-----AH
c)	Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	------(Yes/No)
d)	Standard instruments, gauges and warning lights for charging circuit, oil pressure, coolant temperature etc.	Yes	------(Yes/No)

8. EQUIPMENT ETC.

a)	Heavy duty type front fender.	Yes	------(Yes/No)
b)	Laminated (safety) windshield.	Yes	------(Yes/No)
c)	Sunvisors supplied.	Yes	------(Yes/No)
d)	Rear view mirrors (external both sides and internal) supplied.	Yes	------(Yes/No)
e)		Yes	------(Yes/No)

Tenderers signature with official stamp

Official stamp

Date:

SPECIFICATION No. MTD-1962-052-20		
TENDERER'S NAME:	NO:	
TENDER NO	ITEM NO	QTY:
DESCRIPTION: MEDIUM TRACKED DOZER WITH RIPPER, 170-200 HP.		

	Full size spare tyre with rim and carrier mounted under truck.		
f)	Hydraulic (telescopic) jack, wheel brace and manufacturer's standard tools, supplied.	Yes, Yes, Yes	------(Yes/No)
g)	Vehicle to be fitted with electronic speed governor with recorder	Mandatory	------(Yes/No)
h)	Governor to limit maximum speed to 80km/hr	Mandatory	------(Yes/No)
i)	Governor to be tamper proof	Mandatory	------(Yes/No)
j)	Governor to be inspected by CM&TE before delivery of the truck.	Mandatory	------(Yes/No)
g)	Any other equipment (or accessories) supplied.	specify	----- ----- -----

B. DUMP.

Make	-	
Model	-	
Country of origin.	-	
Manufacturer's literature and specifications supplied.	Yes	(Y/N)

9. GENERAL

a)	Vehicle supplier to build body or sub-contract to a reputable body builder	specify	----- -----
b)	If the work is sub-contracted, name sub-contractor.	specify sub-contractor	----- -----
c)	An all steel fabricated cargo body, suitable of transporting and tipping general cargo over paved and unpaved (rough) roads.	Yes, Yes, Yes	----- (Y/N)
d)	All body construction and fitments to comply with Kenya Traffic Act, Cap 403.	Yes	----- (Y/N)

e)	All body construction and installations to comply with the chassis manufacturer's specifications.	Yes	----- (Y/N)
----	---------------------------------------------------------------------------------------------------	-----	-------------

10. BODY DIMENSIONS.

a)	Overall length, approx.	5,000 mm	-----mm
b)	Height of sides.	900 mm	-----mm
c)	Overall width, approx.	2,300 mm	-----mm
c)	Unheaped volumetric capacity.	10-12 m ³	----- m ³

11. BODY CONSTRUCTION.

a)	Flanged cross bearer's of pre-stressed channel sections, min. 4.8mm thickness equidistantly spaced at a maximum of 500mm apart.	Yes	----- (Y/N)
b)	Fixed head board clear of cab.	Yes	----- (Y/N)
c)	Body floor, sides and tailgate fabricated from 3.2mm thick mild steel plate (full width) reinforced at equal distances with top hat /channel/angle sections.	Yes	----- (Y/N)
e)	Fixed headboard clear of cab.	Yes	----- (Y/N)
f)	Drop tailgate suitably reinforced.	Yes	----- (Y/N)
g)	Fixed sides in two sections.	Yes	----- (Y/N)
h)	Spare wheel carrier fitted.	Yes	----- (Y/N)
i)	Suitable size tool box to be fitted under body on the left side.	Yes	----- (Y/N)
j)	Suitable size rear mudguards fitted.	Yes	----- (Y/N)
k)	Chevrons and reflectors fitted on rear to conform to Kenya Traffic Act.	Yes	----- (Y/N)
l)	Stone guards fitted for tail lights.	Yes	----- (Y/N)

12. BODY FINISH.

a)	All body steelwork to be thoroughly cleaned before painting. Both internal and exterior finish to be preceded by one coat primer (red oxide) and intercoat.	Yes, Yes, Yes	----- (Y/N)
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WARRANTY

13

Tenderers signature with official stamp

Official stamp

Date:

SPECIFICATION No. MTD-1962-052-20		
TENDERER'S NAME:	NO:	
TENDER NO	ITEM NO	QTY:
DESCRIPTION: MEDIUM TRACKED DOZER WITH RIPPER, 170-200 HP.		

a) Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	----- (Y/N)
b) Vehicle warranty min., 100,000 Km or 12 Months whichever occurs first.	specify	-----Km -----Months

14 MANUALS

a) All literature in English language	Yes	----- (Y/N)
b) Shop Manual, supplied.	1 per Vehicle (Mandatory)	----- (Y/N)
c) Parts catalogue , supplied.	1 per Vehicle (Mandatory)	----- (Y/N)
d) Drivers handbook and service schedule supplied.	1 per Vehicle	----- (Y/N)

15. OTHER REQUIREMENT

a) Body builders to have truck body inspected (by Certifying officer, Vehicle inspection Unit) for compliance with Traffic Act prior to delivery to user.	Yes	----- (Y/N)
b) Truck to be registered with the Registrar of Motor Vehicles.	Yes	----- (Y/N)
c) Truck will be inspected by the Chief Mechanical and Transport Engineer, through the construction stages for compliance with the specification.	Yes	----- (Yes/No)
d) Franchise holder (representative in Kenya) If not, specify relationship with the Franchise holder	Yes Specify whether agent/dealer	_____(Y/N) -----
e) Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts in Kenya.	----- ----- ----- ----- -----
f) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities in Kenya.	Specify	----- ----- ----- ----- -----

<p>g) Firm to provide the following service items for the 1st one year of operation:-</p> <ul style="list-style-type: none"> i).oil filter-10No. ii).Fuel filter-10No. iii).Air cleaner outer-5No. iv).Air cleaner inner-5No. v). Clutch plates-3No. vi).Pressure plates-2No. vii) Release bearing 3No. viii) Heavy duty grease pump 	<p>Yes Mandatory</p>	<p>_____(Y/N)</p>
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Tenderers signature with official stamp

Official stamp

Date:

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:		NO:
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

SPECIFICATION	REQUIREMENT	SPECIFICATION
---------------	-------------	---------------

A. TRUCK

MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
MANUFACTURER'S LITERATURE, AUTHORITY AND SPECIFICATIONS SUPPLIED	Yes (Mandatory)	------(Yes/No)
Detailed engineering drawings, showing dimensions of the tank supplied.	Yes (Mandatory)	(Y/N)

1. GENERAL

a) A standard production, heavy duty, 4x2, truck of latest design, proven performance, in current production, marketed in Kenya.	Yes, Yes, Yes	------(Yes/No)
b) Supplied new, unused	Yes	Yes/No
c) Designed to heavy duty export specifications, capable of operating in tropical conditions over paved and unpaved roads.	Yes, Yes, Yes	------(Yes/No)
d) Suitable for water transportation.	Yes	------(Yes/No)
d) Right hand drive	Mandatory	------(Yes/No)

2. DIMENSIONS AND WEIGHTS

a) Overall length, approx.	8,500 mm	----- mm
b) Overall width, approx.	2,400 mm	----- mm
c) Overall height, approx.	2,900 mm	----- mm
d) Wheelbase, approx.	5,600 mm	-----_ mm

SPECIFICATION	REQUIREMENT	SPECIFICATION
e) Length of Cab-chassis end, min	7,000 mm	----- mm
f) Kerb weight, approx.	6, 000 Kg	----- Kg
g) Max. G.V.W, approx.	18,000	-----_ Kg
h) Payload , min	9,000-10,000Kg	-----_ Kg
i) Permissible front (steering) axle load, max.	8,000 Kg	----- Kg
j) Permissible rear (for dual, wheels) axle load, max.	10,000 Kg	----- Kg

3. ENGINE

a) Make	-	-----
b) Model	-	-----
c) Country of origin	-	-----
d) Engine performance curves supplied	Yes (Mandatory)	------(Yes/No)
e) Diesel Engine, water cooled, 4 stroke	Yes, Yes. Yes	------(Yes/No)
f) Mode of aspiration. (Turbocharged)	Yes (Mandatory)	------(Yes/No)
g) Piston displacement, approx.	5,500-10,000c	_____ cc
h) Number of cylinders	6	_____ No.
i) Maximum power output, (HP/ rpm), min.	200Hp/2500rpm Mandatory	_____ Hp/rpm
j) Maximum torque developed, (Nm /rpm), min.	500Nm/1300rpm Mandatory	_____ Nm/rpm
k) Air cleaner type, disposable/oil bath	Specify	_____
l) Oil and fuel filter type	Disposable	_____
m) Average fuel consumption (on full load)	Specify	_____ l/km
n) Fuel tank capacity, approx.	200Lt	_____ Lt

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Official stamp

Date:

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:		NO:
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

SPECIFICATION	REQUIREMENT	SPECIFICATION
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4. CLUTCH AND TRANSMISSION

a) Clutch, dry type, single plate	Yes, Yes	_____(Yes/No)
b) Clutch, system actuation.	Hydraulic	_____
c) Number of speeds, min.	5F, 1R	_____
d) Drive configuration.	4x2 Mandatory	___ x ___

5. BRAKES, TYRES AND SUSPENSION.

a) BraKES, hydraulic-pneumatic assisted	Yes	_____(Yes/No)
b) Mechanical parking brake to act on rear wheels.	Yes	_____(Yes/No)
c) Rear tyres	Dual	_____
d) Tires locally available.	Yes	_____(Yes/No)
e) Optimum tire size	11.00x 20, 14PR	_____
f) Suspension, front and rear heavy duty leaf springs with telescopic shock absorbers at front.	Yes, Yes	_____(Yes/No)

6. STEERING AND CAB.

a) Right Hand drive steering	Mandatory	_____(Yes/No)
b) Steering type, assisted.	Assisted	_____
c) All steel, spacious cab to seat 3 passengers comfortably.	Yes, Yes	_____(Yes/No)
d) Adjustable drivers seat.	Yes	_____(Yes/No)

SPECIFICATION	REQUIREMENT	SPECIFICATION
e) All seats to have safety belts that conform to the KEBS standard No. 06-664 of 1985.	Mandatory	_____ (Yes/No)

7. ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage, negative earth.	12V, Yes	_____
b) Battery capacity and size, approx.	2x12V	_____
c) Full lighting to conform to Cap 403 Sec.23-Kenya Traffic Act.	Yes	_____ (Yes/No)
d) Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	_____ (Yes/No)

8. EQUIPMENT ETC.

a) Heavy duty front fender.	Yes	_____ (Yes/No)
b) Laminated (safety) windshield.	Yes	_____ (Yes/No)
c) Sun visors supplied, 2 No.	Yes	_____ (Yes/No)
d) Rear view mirrors (external and internal) supplied, 3 No.	Yes	_____ (Yes/No)
e) Spare wheel with carrier.	Yes	_____ (Yes/No)
f) Hydraulic (telescopic) jack, wheel brace and manufacturer's standard tools, supplied.	Yes, Yes, Yes	_____ (Yes/No)
g) Vehicle to be fitted with a speed governor	Mandatory	_____ (Yes/No)
h) Governor to limit maximum speed to 80km/hr	Mandatory	_____ (Yes/No)
i) Governor to be tamper proof	Mandatory	_____ (Yes/No)
j) Governor to be inspected by CM&TE before delivery to user.	Mandatory	_____ (Yes/No)

Tenderers signature with official stamp

Official stamp

Date:

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

SPECIFICATION	REQUIREMENT	SPECIFICATION
k) Any other equipment (or accessories) supplied.	specify	_____
9. WATER TANK		
a) Tank capacity, min.	9,000lt	----- Lt
b) Elliptical shape steel tank with flat ends.	Yes	----- (Y/N)
c) TANK DIMENSION		
Length, approx.	6000mm	----- mm
Major axis.approx.	2200mm	----- mm
Minor axis. approx.	1100mm	----- mm
d) All steel construction using mild steel plate/ steel alloy, of thickness, min..	3.2 mm	----- Mm
e) Anti-surge baffle-plates fitted 3No. of baffle plates min.	Yes Mandatory Specify No.	----- (Y/N) ----- No.
f) Baffle-plates to have inspection openings.	Yes	----- (Y/N)
g) Tank fitted with breather, min size 200mm.	Yes Mandatory Specify	----- (Y/N) ----- mm
h) Tank fitted with filling level indicator. Approx. 1000mm long	Yes Mandatory	----- (Y/N) -----mm
i) Entry mounted at top centre inspection manhole with suitable seal and locking mechanism, min diameter, 500 mm	Yes	----- mm

SPECIFICATION	REQUIREMENT	SPECIFICATION
j) Steel-tube access ladder & platform to manhole.	Yes	------(Y/N)
k) Tank fitted with drain plug and pipe.	Yes	------(Y/N)
l) Gate valve fitted at rear, size.	specify	mm
m) Tank secured to chassis on cradle.	yes	------(Y/N)
n) Tank internally lined with protective, anti-rust, non-poisonous compound, or double coat epoxy primer and paint.	Yes Mandatory	------(Y/N)
o) Tank and its chassis/cradle to be painted sky blue.	Yes	------(Y/N)
p) Both sides of the tank should be written "CLEAN WATER' in broad letters.	Yes	------(Y/N)
q) PTO gear driven semi-rotary pump.	Yes	------(Y/N)
Pump capacity, min	500 ltrs/min.	----- ltr/min
r) Pump and piping be such that pump can draw water from well (20m deep) into tank, and pump from tank to reservoir (60m head) with minimum changes in pipe connections.	Yes	------(Y/N)
s) Hoses, suction and pressure proof, 2" (50mm) with quick couplings. Hoses to cover total lengths as described in (o) above and BS Standard fittings	Yes, Yes Mandatory	------(Y/N)
t) Hose storage tubes, lockable and mounted laterally at tank-body	Yes	------(Y/N)
u) A lift pump mounted on the tank chassis with its suction connected to the discharge pipe of the tank.	Yes	------(Y/N)
v) Spare wheel carrier fitted.	Yes	------(Y/N)
w) Rear mud flaps chevrons and reflectors to be fitted.	Yes	------(Y/N)
x) Tightness test of tank body with 0.5 bar to be performed and certificate issue prior to delivery.	Yes Mandatory	------(Y/N)

Tenderers signature with official stamp

Official stamp

Date:

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:		NO:
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

SPECIFICATION	REQUIREMENT	SPECIFICATION
xi) A suitable 10HP min. /2500rpm petrol driven engine, portable pump (with carrier fixed on truck) of capacity 500l/min minimum supplied for pumping water in and out from tank to overhead tank or well Head 100m	Yes mandatory Specify make, model, country of origin and capacity .Attach literature.	------(Y/N)

10. WARRANTY

a) Each vehicle supplied should carry a statement of warranty.	yes	------(Y/N)
b) Vehicle warranty min., 100,000 km or 12 months whichever occurs first.	Specify	----- Km ----- months

11. MANUALS

a) All literature in English language	yes	------(Y/N)
b) Repair Manual, supplied	Yes(Mandatory)	------(Y/N)
c) Parts catalogue, supplied.	Yes(Mandatory)	------(Y/N)
d) Drivers handbook and service schedule supplied	yes	------(Y/N)

12. OTHER REQUIREMENTS

a) Water tanker to conform to Kenya Traffic act Cap. 403 and have a certificate from Motor Vehicle Inspection unit.	yes	------(Y/N)
b) Chief Mechanical and Transport Engineer, Ministry of Transport & Infrastructure will inspect vehicle through its construction stages for compliance with the specification.	Yes (Mandatory)	------(Y/N)

SPECIFICATION	REQUIREMENT	SPECIFICATION
c) Body builders to have truck body inspected (by Certifying officer, Vehicle Inspection Unit) for compliance with Traffic Act prior to delivery to user.	Yes (Mandatory)	------(Y/N)
d) Truck to be registered with the Registrar of Motor Vehicles.	Yes (Mandatory)	------(Y/N)
e) Franchise holder (representative in Kenya)------(Truck) If not, specify relationship with franchise holder.	Yes Specify whether agent/dealer	------(Y/N)
f) Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts.	
g) Firm to provide the following service items for the 1 st one year of operation:- i).oil filter-10No. ii).Fuel filter-10No. iii).Air cleaner outer-5No. iv).Air cleaner inner-5No. v). Clutch plates-3No. vi).Pressure plates-2No. vii) Release bearing 3No. viii) Heavy duty grease pump	Yes Mandatory	_____(Y/N)
h) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.	Specify	

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Official stamp

Date:

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

A. CAB-CHASSIS. (CARRIER)

MAKE	-	-----
MODEL	-	-----
COUNTRY OF ORIGIN	-	-----
MANUFACTURER'S LITERATURE, AUTHORITY AND SPECIFICATIONS SUPPLIED	Yes, mandatory	------(Yes/No)
1. GENERAL		
a) A standard production, 4x4, 7-8 ton payload truck, of latest design, robust construction, in current production.	Yes, Yes, Yes	------(Yes/No)
b) Supplied new.	Yes	------(Yes/No)
c) Designed to medium duty export specifications, capable of operating in tropical conditions over paved and unpaved roads.	Yes, Yes, Yes	------(Yes/No)
d) Suitable for mobile workshop/service truck.	Yes	------(Yes/No)
e) Control Forward/Normal	Specify	-----
f) Any items not included in this specification but which are deemed necessary for efficient or improved operation of the equipment shall be fitted/supplied.	Yes mandatory	------(Yes/No)

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Date:	

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

2. DIMENSIONS AND WEIGHTS		
a) Overall length, approx.	7,500mm	-----mm
b) Overall width, approx.	2,500mm	-----mm
c) Overall height, approx.	2,600mm	-----mm
d) Wheelbase, approx..	4,200mm	-----mm
e) Length of chassis aft of cab, approx.	5,500mm	-----mm
f) Kerb weight, excluding weight of body approx.	3,500Kg	-----kg
g) Max. G.V.W, min.	13,000Kg	-----kg
h) Payload .	7,000-8,000 Kg	-----kg
3. ENGINE		
a) Make	-	-----
b) Model	-	-----
c) Country of origin	-	-----
d) Engine performance curves supplied.	Yes mandatory	------(Yes/No)
e) Diesel Engine, water cooled, 4 Stroke.	Yes, Yes, Yes	------(Yes/No)
f) Mode of aspiration.	Turbo	-----
g) Piston displacement, approx.	5,000-10,000cc	-----cc
h) Number of cylinders	4/6	-----

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Date:	

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

i)	Maximum power output / rpm, min.	200HP/3000rpm	-----HP/rpm
j)	Maximum torque developed /rpm, min.	500NM/1800rpm	-----Nm/rpm
k)	Air cleaner type, disposable/ oil bath.	specify	-----
l)	Oil and fuel filter type	disposable	-----
m)	Average fuel consumption (on full load)	specify	-----km/l
n)	Fuel tank capacity, approx.	200Lt	-----Lt
o)	Extra fuel tank fitted Capacity	Yes specify	------(Yes/No) -----Lt
4. CLUTCH AND TRANSMISSION			
a)	Clutch, dry type, single plate	Yes, Yes	------(Yes/No)
b)	Clutch, system actuation	Yes	------(Yes/No)
c)	Gearbox, synchromesh on 2-5	Yes	------(Yes/No)
d)	Number of speeds, min.	5F, 1R	-----F/---- R
e)	Drive configuration.	4x4	----- x-----
5. BRAKES, TYRES AND SUSPENSION.			
a)	Brakes, hydraulic-pneumatic assisted.	Yes	------(Yes/No)
b)	Mechanical parking brake to act on transmission.	Yes	------(Yes/No)
c)	Rear tyres.	Dual	-----
d)	Tires size locally available.	Yes	------(Yes/No)

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Date:	

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

e)	Optimum tire size	specify	-----
f)	Suspension, front and rear heavy duty leaf springs with telescopic shock absorbers at front.	Yes, Yes	------(Yes/No)
6. STEERING, CONTROL AND CAB.			
a)	Right Hand drive steering	Yes	------(Yes/No)
b)	Steering Type.	assisted	-----
c)	All steel, spacious cab to seat 3 passengers comfortably.	Yes, Yes	------(Yes/No)
d)	Adjustable driver's seat.	Yes	------(Yes/No)
e)	Seat belts conforming to KEBS 06-664: 1985 STANDARD.	Yes (Mandatory)	------(Yes/No)
7. ELECTRICAL SYSTEM AND INSTRUMENTS			
a)	System voltage, negative earth.	24V, Yes	------(Yes/No)
b)	Battery capacity and size.	2x12V, 140AH	-----AH
c)	Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	------(Yes/No)
d)	Standard instruments, gauges and warning lights for charging circuit, oil pressure, coolant temperature etc.	Yes	------(Yes/No)
8. EQUIPMENT ETC.			
a)	Heavy duty type front fender.	Yes	------(Yes/No)
b)	Laminated (safety) windshield.	Yes	------(Yes/No)

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Date:	

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

c) Sun visors supplied.	Yes	------(Yes/No)
d) Rear view mirrors (external both sides and internal) supplied.	Yes	------(Yes/No)
e) Full size spare tyre with rim and carrier mounted under truck.	Yes	------(Yes/No)
f) Hydraulic (telescopic) jack, wheel brace and manufacturer's standard tools, supplied.	Yes, Yes, Yes	------(Yes/No)
g) Vehicle to be fitted with electronic speed Governor with recorder and policing unit	Mandatory	------(Y/N)
h) Governor to limit maximum speed to 80km/hr	Mandatory	------(Y/N)
i) Governor to be tamper proof	Mandatory	------(Y/N)
j) Governor to be inspected by CM&TE before Delivery.	Mandatory	------(Y/N)
k) Fitted with a suitable towing bracket for towing	Yes	------(Yes/No)
l) Any other equipment (or accessories) supplied.	specify	----- -----
9 WARRANTY		

Tenderers signature with official stamp Date:	Official stamp
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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

a)	Specimen of vehicle warranty to be submitted when tendering.	Yes	------(Yes/No)
b)	Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	------(Yes/No)
c)	Vehicle and Body warranty min., 100,000 Km or 12 Months whichever occurs first.	specify	-----Km -----Months
10. MANUALS			
a)	All literature in English language	Yes	------(Yes/No)
b)	Repair Manual/CD, supplied.	1 per Vehicle	------(Yes/No)
c)	Parts catalogue/CD, supplied.	1 per Vehicle	------(Yes/No)
d)	Driver's handbook and service schedule supplied.	1 per Vehicle	------(Yes/No)
B) BODY CONSTRUCTION			
1. SUPERSTRUCTURE			
a)	Totally enclosed box type aluminium alloy/ light metal alloy body with aluminium alloy interior finish and reinforcements. Exterior plate thickness	2mm	-----mm
b) Body Dimensions			
i)	Outside Length appr.	5,500mm	-----mm
ii)	Outside width appr.	2,200mm	-----mm

Tenderers signature with official stamp Date:	Official stamp
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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

iii)	Inside height appr.	2,000mm	-----mm
2	REAR DOOR		
a)	one double door in the rear	Yes	------(Yes/No)
b)	Back entrance- ladder/steel/aluminium with non-skid steps.	Yes	------(Yes/No)
3	WINDOWS		
a)	Two slidable windows at the right and two similar ones on the right of appr. dimensions:	550x650mm	-----x-----mm
b)	Suitable mud guards to be fitted		
c)	Ventilation opening on the sides, min. 4no. including fan	4no.	-----no.
4	WORK BENCH.		
a)	Work bench provided with drawers and cabinet , all lockable	Yes	------(Yes/No)
b)	Bench Dimensions		
i)	Length, appr.	2,000mm	-----mm
ii)	Width, appr.	900mm	-----mm
iii)	Height, appr.	700mm	-----mm
c)	Clamping means provided , e.g. a Vice of min. dimension, width of jaw--160mm, span length-----230mm.	Yes, give dimensions width of jaw----- span length-----	------(Yes/No) -----mm -----mm

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

5 INTERIOR LIGHTING AND POWER POINTS			
a)	24 volt emergency fluorescent lights/equivalent to be fitted and connected to vehicle battery.	Yes	------(Yes/No)
b)	4 off interior roof lamps , wired in PVC cable enclosed in conduit and with switches adjacent to rear door	Yes	------(Yes/No)
c)	4 off power points, two on each side of the body from 240V single phase/415V 3Phase and wired into appropriate fuse board /MCB which is in turn wired to the generator.	Yes mandatory	------(Yes/No)
C) TOOLS & EQUIPMENT			
1. Air Compressor.			
a)	One/two Cylinder Piston Compressor	Yes Specify make, model, country of origin, attach literature mandatory	------(Yes/No)
b)	Motor, 3KW	Yes	-----KW
c)	Compressed air container, 90lt	Yes	-----lt
d)	Max. pressure	10 bar	-----bar)
2. 15-20 KVA Generator			
a)	MAKE		

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

b) MODEL	-	-----
c) COUNTRY OF ORIGIN	-	-----
d) Manufacturer's Literature and Specifications Supplied (To be forwarded together with these specifications when duly filled in.)	Yes (Mandatory)	.....(Y/N)
e) A Standard production generator, of latest design in class, robust construction, in current production.	Yes, Yes, Yes	.....(Y/N)
f) Supplied new and complete with cabling, fixed in truck and with exhaust jutting out	Yes mandatory	.....(Y/N)
g) Designed to heavy duty specifications, capable of operating in tropical conditions.	Yes, Yes, Yes, Yes	.....(Y/N)
h) Prime (continuous) rating min.	15-20KVA	-----KVA
i) Standby rating approx.	15-20kVA	-----KVA
j) Output voltage, with provision for both 3-phase and 1-phase.	380-440V 50HZ 3-PHASE / 220-240V 50HZ 1-PHASE	
k) Dry weight appr.	750 kg	-----kg
l) Generator Dimensions approx..		
(i) length,	1,500mm	-----mm
(ii) width,	700mm	-----mm

<p>Tenderers signature with official stamp</p> <p style="text-align: center;">Official stamp</p> <p>Date:</p>

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

	(iii) height,	1,000mm	-----mm
m)	Fuel type	Diesel	-----
3	CRANE		
a)	Mono rail cranes for chain block able to slide to the outside of rear body	Yes mandatory Specify type and technical data	----- (Yes/No) -----
b)	make	-	-----
c)	model	-	-----
d)	Capacity, 4t approx.	Yes Specify capacity	----- (Yes/No) -----t
4	CHAIN BLOCK		
a)	make	-	-----
b)	model	-	-----
c)	Country of origin	-	-----
d)	Capacity 3-4t	Yes Specify capacity	-----t
5.	Lathe		
a)	Make	-	-----
b)	Model	-	-----

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

c)	Country of origin	-	-----
d)	Swing over bed	500mm	-----mm
e)	Distance between centres	800mm	-----mm
f)	Speed range	40-2000rpm	-----rpm
6. Bench drill			
a)	Two speed electric drilling machine boring capacity in steel/al drill chuck width on load speed	16/20mm 3-16mm 0-450rpm	-----/ -----rpm -----mm
b)	Drill stand provided	Yes	------(Yes/No)
c)	Boring vice provided	Yes	------(Yes/No)
d)	Twist Drills	Yes	------(Yes/No)
7. Electrical Installation			
a)	Installation Bars	Yes, mounted on ceiling	------(Yes/No)
b)	Protected Fluorescent Lamps, appr. 1300mm/equivalent	Yes	------(Yes/No)
c)	Surface sockets 3min.	Yes	------(Yes/No)
d)	Fuse box/MCB	Yes	------(Yes/No)
8. Bench grinder			

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

a)	Electric bench grinder of capacity 750 watt and wheel diameter, 300mm Attach literature	Yes Power----- diameter-----	-----watt -----mm
b)	Angle Grinder, provided of no load speed parting wheel diameter attach literature	Yes 9300rpm 300mm	------(Yes/No) -----rpm -----mm
9. Arc welding set			
a)	voltage	240/415V	-----
b)	welding capacity	16mm steel,2-160A	-----
c)	Dimensions, LxWxH---(400x200x500mm)	LxWxH	-----x-----x----
d)	Weight approx.	20kgs	-----
10. Battery Charger			
a)	Main voltage, appr.	240/415volt	-----volt
b)	Frequency, appr.	50-60 Hz	-----Hz
c)	Capacity, appr.	2.5KVA	-----VA
d)	Weight, appr.	20 Kg	-----Kg
11. Gas Welding set			
a)	Oxygen and acetylene containers	Yes	------(Yes/No)
b)	Oxygen and acetylene pressure regulators	Yes	------(Yes/No)
c)	Gas cutting and welding torches	Yes	------(Yes/No)

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

d)	Complete with trolley, hoses, eye protection glasses, welding gloves, lighter etc.	Yes	------(Yes/No)
12	Oil tanks 800lts capacity with a suitable hand pump	Yes	------(Yes/No)
13	Engineers Vices, various sizes min 2No.	Yes Specify size	------(Yes/No) -----
14	Single black cast anvil	Yes	------(Yes/No)
15	Portable grease field gun with pail and detachable hand gun, complete with delivery hose and connector	Yes	------(Yes/No)
16	Paint spray gun, high precision vehicle type, 1 litre with hose,1000mm	Yes mandatory	------(Yes/No)
17	Hand operated oil volume bucket	Yes	------(Yes/No)
18	Spark plug service unit	Yes	------(Yes/No)
19	Axle stands 4no.	Yes	------(Yes/No)
20	Ignition timing light		
21	Compressor tester, petrol	Yes	------(Yes/No)
22	Compressor tester, diesel	Yes	------(Yes/No)
23	GREASING UNIT		
a)	Make	-	
b)	Model	-	
c)	Country of origin	-	

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Date:	

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

d)	Direct pressure manual operated/equivalent	Yes	_____ (Y/N)
e)	Die-cast steel head with pressure pump and carry handle	Yes	_____ (Y/N)
f)	Capacity	15kg	_____ kg
g)	Complete with follower plate to prevent cavitation.	Yes	_____ (Y/N)
h)	To include rigid extensions and 4-jaw coupler/equivalent	Yes	_____ (Y/N)
i)	Delivery pressure	1200Psi	
j)	Delivery per stroke	50cc	
k)	Hose length	3000mm	_____ mm
24	FORCE FEED OIL CAN		
a)	Make		
b)	Model		
c)	Country of origin		
d)	Volume, approx.	250cc	_____ cc
e)	Weight, approx.	300g	_____ g
25	Universal puller heavy duty	Yes	------(Yes/No)
26	Hydraulic trolley Jack of Cap. 30 and 10ton	Yes	------(Yes/No)
27	Steel Cable Reel, 50m	Yes	------(Yes/No)
28	Jerry cans 2No. , 20Lt cap.	Yes	------(Yes/No)

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

29	Working light with stand with cable connection of 20m	Yes mandatory	------(Yes/No)
30	Fire extinguishers, 6x3Kg assorted	Yes	------(Yes/No)
31	Bottle jacks 3No. 30, 20,5 tons	Specify capacity and number	-----tons -----no.
32. HEAVY DUTY PLANT MECHANIC TOOL KIT			
1.a)	Make	-	
b)	Model	-	
c)	Country of origin	-	
2	GENERAL		
a)	Standard production, heavy duty plant mechanic tools of latest design in the class, robust construction in current production.	Yes	_____ (Y/N)
b)	Supplied new.	Yes	_____ (Y/N)
c)	Most suitable for heavy plant repairs.	Yes	_____ (Y/N)
d)	Manufacturer's literature, warranty and specifications for all the tools and equipment, supplied	Yes, (Mandatory)	_____ (Y/N)
e)	With suitable heavy duty sheet steel tool boxes and trays to accommodate all the tools	Yes (Mandatory) specify	_____ (Y/N) -----

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

f)	With suitable padlocks and keys	Yes (Mandatory)	_____ (Y/N)
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3. HEAVY PLANT TOOL BOX METRIC AND IMPERIAL TOOLS

	DESCRIPTION	SIZE	QTY	
1	OPEN ENDED SPANNERS	5.5 x 7 mm	1	_____ (Y/N)
2	OPEN ENDED SPANNERS	8 x 10 mm	1	_____ (Y/N)
3	OPEN ENDED SPANNERS	11 x 13 mm	1	_____ (Y/N)
4	OPEN ENDED SPANNERS	17 x 19 mm	1	_____ (Y/N)
5	OPEN ENDED SPANNERS	22 x 24 mm	1	_____ (Y/N)
6	OPEN ENDED SPANNERS	27 x 30 mm	1	_____ (Y/N)
7	OPEN ENDED SPANNERS	32 x 36 mm	1	_____ (Y/N)
8	OPEN ENDED SPANNERS	3/8 x 7/16"	1	_____ (Y/N)
9	OPEN ENDED SPANNERS	1/2 x 9/16"	1	_____ (Y/N)
10	OPEN ENDED SPANNERS	5/8 x 11/16	1	_____ (Y/N)
11	OPEN ENDED SPANNERS	3/4 x 5/8"	1	_____ (Y/N)
12	OPEN ENDED SPANNERS	13/16 x 7/8	1	_____ (Y/N)
13	OPEN ENDED SPANNERS	7/8 x 15/16"	1	_____ (Y/N)
14	OPEN ENDED SPANNERS	14 x 15 mm	1	_____ (Y/N)
15	OPEN ENDED SPANNERS	16 x 17 mm	1	_____ (Y/N)

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

16	OPEN ENDED SPANNERS	18 x 19 mm	1	_____ (Y/N)
17	OPEN ENDED SPANNERS	20 x 22 mm	1	_____ (Y/N)
18	OPEN ENDED SPANNERS	21 x 23 mm	1	_____ (Y/N)
19	OPEN ENDED SPANNERS	36 x41 mm	1	_____ (Y/N)
20	OPEN ENDED SPANNERS	46 x50 mm	1	_____ (Y/N)
21	RING SPANNERS	5.5 X 7 mm	1	_____ (Y/N)
22	RING SPANNERS	8 x 10 mm	1	_____ (Y/N)
23	RING SPANNERS	11 x 13 mm	1	_____ (Y/N)
24	RING SPANNERS	17 x 19 mm	1	_____ (Y/N)
25	RING SPANNERS	22 x 24 mm	1	_____ (Y/N)
26	RING SPANNERS	27 x 30 mm	1	_____ (Y/N)
27	RING SPANNERS	32 x 36 mm	1	_____ (Y/N)
28	RING SPANNERS	3/8 x 7/16”	1	_____ (Y/N)
29	RING SPANNERS	1/2 x 9/16	1	_____ (Y/N)
30	RING SPANNERS	3/4 x 25/32”	1	_____ (Y/N)
31	RING SPANNERS	13/16 x 7/8”	1	_____ (Y/N)
32	RING SPANNERS	15/16 x 1”	1	_____ (Y/N)
33	RING SPANNERS	14 x 15 mm	1	_____ (Y/N)
34	RING SPANNERS	16 x 17 mm	1	_____ (Y/N)

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

35	RING SPANNERS	18 x 19 mm	1	_____ (Y/N)
36	RING SPANNERS	20 x 22 mm	1	_____ (Y/N)
37	RING SPANNERS	21 x 23 mm	1	_____ (Y/N)
38	RING SPANNERS	36 x 41 mm	1	_____ (Y/N)
39	RING SPANNERS	46 x 50 mm	1	_____ (Y/N)
40	RING SPANNERS	5/5 x 11/16	1	_____ (Y/N)
41	BOX SPANNERS 1/2" SQUARE DRIVE	9 mm	1	_____ (Y/N)
42	BOX SPANNERS 1/2" SQUARE DRIVE	10 mm	1	_____ (Y/N)
43	BOX SPANNERS 1/2" SQUARE DRIVE	11 mm	1	_____ (Y/N)
44	BOX SPANNERS 1/2" SQUARE DRIVE	12 mm	1	_____ (Y/N)
45	BOX SPANNERS 1/2" SQUARE DRIVE	13 mm	1	_____ (Y/N)
46	BOX SPANNERS 1/2" SQUARE DRIVE	14 mm	1	_____ (Y/N)
47	BOX SPANNERS 1/2" SQUARE DRIVE	15 mm	1	_____ (Y/N)
48	BOX SPANNERS 1/2" SQUARE DRIVE	16 mm	1	_____ (Y/N)
49	BOX SPANNERS 1/2" SQUARE DRIVE	17 mm	1	_____ (Y/N)
50	BOX SPANNERS 1/2" SQUARE DRIVE	18 mm	1	_____ (Y/N)

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

51	BOX SPANNERS 1/2" SQUARE DRIVE	19 mm	1	_____ (Y/N)
52	BOX SPANNERS 1/2" SQUARE DRIVE	20 mm	1	_____ (Y/N)
53	BOX SPANNERS 1/2" SQUARE DRIVE	21 mm	1	_____ (Y/N)
54	BOX SPANNERS 1/2" SQUARE DRIVE	22 mm	1	_____ (Y/N)
55	BOX SPANNERS 1/2" SQUARE DRIVE	23 mm	1	_____ (Y/N)
56	BOX SPANNERS 1/2" SQUARE DRIVE	24 mm	1	_____ (Y/N)
57	BOX SPANNERS 1/2" SQUARE DRIVE	26 mm	1	_____ (Y/N)
58	BOX SPANNERS 1/2" SQUARE DRIVE	3/8"	1	_____ (Y/N)
59	BOX SPANNERS 1/2" SQUARE DRIVE	7/16"	1	_____ (Y/N)
60	BOX SPANNERS 1/2" SQUARE DRIVE	1/2"	1	_____ (Y/N)
61	BOX SPANNERS 1/2" SQUARE DRIVE	9/16"	1	_____ (Y/N)
62	BOX SPANNERS 1/2" SQUARE DRIVE	5/8"	1	_____ (Y/N)
63	BOX SPANNERS 1/2" SQUARE DRIVE	11/16"	1	_____ (Y/N)
64	BOX SPANNERS 1/2" SQUARE DRIVE	3/4"	1	_____ (Y/N)
65	BOX SPANNERS 1/2" SQUARE DRIVE	13/16"	1	_____ (Y/N)

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

66	BOX SPANNERS 1/2" SQUARE DRIVE	7/8"	1	_____ (Y/N)
67	BOX SPANNERS 1/2" SQUARE DRIVE	15/16"	1	_____ (Y/N)
68	BOX SPANNERS 1/2" SQUARE DRIVE	1"	1	_____ (Y/N)
69	BOX SPANNERS 4 mm SQUARE DRIVE	3/4"	1	_____ (Y/N)
70	BOX SPANNER 46 mm SQUARE DRIVE	3/4"	1	_____ (Y/N)
71	BOX SPANNER 50 mm SQUARE DRIVE	3/4"	1	_____ (Y/N)
72	BOX SPANNERS 1/2" SQUARE DRIVE	11/16"	1	_____ (Y/N)
73	BOX SPANNERS 1/2" SQUARE DRIVE	41 mm	1	_____ (Y/N)
74	BOX SPANNERS 1/2" SQUARE DRIVE	46 mm	1	_____ (Y/N)
75	BOX SPANNERS 1/2" SQUARE DRIVE	50 mm	1	_____ (Y/N)
76	1/2" REVERSIBLE RATCHET	STD	1	_____ (Y/N)
77	1/2" EXTENSION BAR	125 mm	1	_____ (Y/N)
78	1/2" NUT SPINNER HANDLE	STD	1	_____ (Y/N)
79	1/2" CROSS BAR	STD	1	_____ (Y/N)
80	1/2" SPEEDER HANDLE	STD	1	_____ (Y/N)
81	1/2" SLINDING T. HANDLE	STD	1	_____ (Y/N)

<p>Tenderers signature with official stamp</p> <p>Date:</p>	<p>Official stamp</p>
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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

82	1/2" UNIVERSAL JOINT	STD	1	_____ (Y/N)
83	1/2" EXTENSION BAR	125 mm	1	_____ (Y/N)
84	3/4 CROSS BAR		1	_____ (Y/N)
85	3/4 EXTENSION BAR		1	_____ (Y/N)
86	ALLEN KEYS	5/16"	1	_____ (Y/N)
87	ALLEN KEYS	3/8"	1	_____ (Y/N)
88	ALLEN KEYS	1/2"	1	_____ (Y/N)
89	STUD REMOVER	1"	1	_____ (Y/N)
90	BRASS BAR	20 X 200 mm	1	_____ (Y/N)
91	ADJUSTABLE SPANNER	200 mm	1	_____ (Y/N)
92	PIPE WRENCH	350 mm	1	_____ (Y/N)
93	CHAIN WRENCH	STD	1	_____ (Y/N)
94	GRIP PLIERS	250 mm	1	_____ (Y/N)
95	ADJUSTABLE WRENCH	300 mm	1	_____ (Y/N)
96	ADJUSTABLE WRENCH	450 mm	1	_____ (Y/N)
97	ADJUSTABLE WRENCH	20 mm	1	_____ (Y/N)
98	COMBINATION PLIER	200 mm	1	_____ (Y/N)
99	CUTTING PLIER	150 mm	1	_____ (Y/N)
100	NEEDLE NOSE PLIER	150 mm	1	_____ (Y/N)

<p>Tenderers signature with official stamp</p> <p style="text-align: center;">Official stamp</p> <p>Date: _____</p>

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

101	DIAGONAL CUTTING PLIER	150 mm	1	_____ (Y/N)
102	SNAP RING PLIER	STD	1	_____ (Y/N)
103	FLAT SCREW DRIVER	50 mm	1	_____ (Y/N)
104	FLAT SCREW DRIVER	100 mm	1	_____ (Y/N)
105	FLAT SCREW DRIVER	150 mm	1	_____ (Y/N)
106	STAR SCREW DRIVER	75 mm	1	_____ (Y/N)
107	STAR SCREW DRIVER	100 mm	1	_____ (Y/N)
108	STAR SCREW DRIVER	150 mm	1	_____ (Y/N)
109	FLAT STUBBY DRIVER	93 mm	1	_____ (Y/N)
110	FLAT STUBBY DRIVER	93 mm	1	_____ (Y/N)
111	OFF SET DRIVER	NO. 1 X 5 mm	1	_____ (Y/N)
112	OFF SET DRIVER	NO. 2 X 6 mm	1	_____ (Y/N)
113	INTERGRAL HANDLE SCREW DRIVER	360 mm	1	_____ (Y/N)
114	BALL PEIN HAMMER	450g	1	
115	BALL PEIN HAMMER	650g	1	_____ (Y/N)
116	SCREW EXTRANOR	STD	1	_____ (Y/N)
117	TEST HAMMER	200g	1	_____ (Y/N)
118	BOX SPANNER ¾ SQUARE DRIVE	27 mm	1	_____ (Y/N)
119	BOX SPANNER ¾ SQUARE DRIVE	29 mm	1	_____ (Y/N)

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SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

120	BOX SPANNER ¾ SQUARE DRIVE	30 mm	1	_____ (Y/N)
121	BOX SPANNER ¾ SQUARE DRIVE	32 mm	1	_____ (Y/N)
122	BOX SPANNER ¾ SQUARE DRIVE	35 mm	1	_____ (Y/N)
123	BOX SPANNER ¾ SQUARE DRIVE	36 mm	1	_____ (Y/N)
124	BOX SPANNER ¾ SQUARE DRIVE	38 mm	1	_____ (Y/N)
125	BOX SPANNER ¾ SQUARE DRIVE	41 mm	1	_____ (Y/N)
126	BOX SPANNER ¾ SQUARE DRIVE	46 mm	1	_____ (Y/N)
127	BOX SPANNER ¾ SQUARE DRIVE	50 mm	1	_____ (Y/N)
128	BOX SPANNER ¾ SQUARE DRIVE	1 1/8"	1	_____ (Y/N)
129	BOX SPANNER ¾ SQUARE DRIVE	1 1/4"	1	_____ (Y/N)
130	BOX SPANNER ¾ SQUARE DRIVE	1 5/16"	1	_____ (Y/N)
131	BOX SPANNER ¾ SQUARE DRIVE	1 7/16"	1	_____ (Y/N)
132	BOX SPANNER ¾ SQUARE DRIVE	1 1/2"	1	_____ (Y/N)
133	BOX SPANNER ¾ SQUARE DRIVE	1 5/8"	1	_____ (Y/N)
134	BOX SPANNER ¾ SQUARE DRIVE	1 11/16"	1	_____ (Y/N)
135	BOX SPANNER ¾ SQUARE DRIVE	1 13/16"	1	_____ (Y/N)
136	3/4" EXTENSION BAR	75 mm	1	_____ (Y/N)
137	3/4" NUT SPINNER HANDLE	STD	1	_____ (Y/N)
138	3/4" UNIVERSAL JOINT	STD	1	_____ (Y/N)

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SPECIFICATION NO. MTD-2670-283-21		
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TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

139	HEXAGON WRENCH (ALLEN KEYS)	2.5 mm	1	_____ (Y/N)
140	HEXAGON WRENCH (ALLEN KEYS)	3 mm	1	_____ (Y/N)
141	HEXAGON WRENCH (ALLEN KEYS)	4 mm	1	_____ (Y/N)
142	HEXAGON WRENCH (ALLEN KEYS)	5 mm	1	_____ (Y/N)
143	HEXAGON WRENCH (ALLEN KEYS)	8 mm	1	_____ (Y/N)
144	HEXAGON WRENCH (ALLEN KEYS)	10 mm	1	_____ (Y/N)
145	HEXAGON WRENCH (ALLEN KEYS)	12 mm	1	_____ (Y/N)
146	HEXAGON WRENCH (ALLEN KEYS)	14 mm	1	_____ (Y/N)
147	HEXAGON WRENCH (ALLEN KEYS)	3/16"	1	_____ (Y/N)
148	HEXAGON WRENCH (ALLEN KEYS)	7/32"	1	_____ (Y/N)
149	HEXAGON WRENCH (ALLEN KEYS)	1/4"	1	_____ (Y/N)
150	PLASTIC HAMMER	450g	1	_____ (Y/N)
151	COPPER HAMMER	900g	1	_____ (Y/N)
152	ENGINEER'S FILE SET 5PCS/SET	250mm	1	_____ (Y/N)
153	NEEDLE FILE SET 5PCS/SET	200mm	1	_____ (Y/N)
154	OIL STONE COMBINATION	No. 80, No. 300	1	_____ (Y/N)

<p>Tenderers signature with official stamp</p> <p style="text-align: center;">Official stamp</p> <p>Date: _____</p>

SPECIFICATION NO. MTD-2670-283-21		
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TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

155	WIRE BRUSH 3 ROW WITH SCRAPER	310 mm	1	_____ (Y/N)
156	PARTS CLEANING BRUSH	300 mm	1	_____ (Y/N)
157	GASKET SCRAPER	190 mm	1	_____ (Y/N)
158	WOOL CUTTING SCISSOR	240 mm	1	_____ (Y/N)
159	MAGNETIC FINGER	520 mm	1	_____ (Y/N)
160	PRY BAR	STD	1	_____ (Y/N)
161	PINCH BAR	STD	1	_____ (Y/N)
1162	CHISEL AND PUNCH SET	STD	1	_____ (Y/N)
163	OILER	STD	1	_____ (Y/N)
164	VERNIER CALIPER	STD	1	_____ (Y/N)
165	MEASURING TAPE	5M	1	_____ (Y/N)
166	STEEL RULE	STD	1	_____ (Y/N)
167	THICKNESS GAUGE FEELER GAUGE) mm	0.01mm - 3.0 mm	1	_____ (Y/N)
168	COMBINED SPANNER	7 mm	1	_____ (Y/N)
169	COMBINED SPANNER	8 mm	1	_____ (Y/N)
170	COMBINED SPANNER	10 mm	1	_____ (Y/N)
171	COMBINED SPANNER	11 mm	1	_____ (Y/N)
172	COMBINED SPANNER	12 mm	1	_____ (Y/N)
173	COMBINED SPANNER	13 mm	1	_____ (Y/N)

Tenderers signature with official stamp	Official stamp
Date:	

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

				_____ (Y/N)
174	COMBINED SPANNER	14 mm	1	_____ (Y/N)
175	COMBINED SPANNER	15 mm	1	_____ (Y/N)
176	COMBINED SPANNER	16 mm	1	_____ (Y/N)
177	COMBINED SPANNER	17 mm	1	_____ (Y/N)
178	COMBINED SPANNER	18 mm	1	_____ (Y/N)
179	COMBINED SPANNER	19 mm	1	_____ (Y/N)
180	COMBINED SPANNER	20 mm	1	_____ (Y/N)
181	COMBINED SPANNER	21 mm	1	_____ (Y/N)
182	COMBINED SPANNER	22 mm	1	_____ (Y/N)
183	COMBINED SPANNER	24 mm	1	_____ (Y/N)
184	COMBINED SPANNER	30 mm	1	_____ (Y/N)
185	COMBINED SPANNER	32 mm	1	_____ (Y/N)
186	COMBINED SPANNER	36 mm	1	_____ (Y/N)
187	COMBINED SPANNER	46 mm	1	_____ (Y/N)
188	COMBINED SPANNER	50 mm	1	_____ (Y/N)

32.B MECHANICS TOOL KIT

a)	Make	-	
b)	Model	-	

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TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

c)	Country of origin	-	
d)	Literature attached	Yes, mandatory	_____ (Y/N)
1.	Set of flat open ended chrome vanadium spanners 6-32mm (12 pieces) Sizes: 6x7, 8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22, 21x23, 24x27, 25x28, 30x32mm.	Yes, Indicate by ticking the ones supplied	_____ (Y/N)
2.	Set of chrome vanadium ring spanner 6 to 32mm (12 pieces) 6x7, 8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22, 21x23, 24x27, 25x28, 30x32 mm.	Yes, Indicate by ticking the ones supplied	_____ (Y/N)
3.	Set of socket wrenches (10 to 32mm) plus chrome steel, 2 inch square drive, thin wall, 12-points sockets, complete with reversible ratchet, sliding T- bar, extension bars, speeder brace etc in steel box. (23 pieces) 10,11,12,13,14,15,16,17,18,19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 32 mm.	Yes, Indicate by ticking the ones supplied	_____ (Y/N)
4.	250x12mm flat screwdriver with shock proof handle.	Yes	_____ (Y/N)
5.	150x8mm flat screwdriver with shock proof handle.	Yes	_____ (Y/N)
6.	No. 3 cross slot screwdriver, of overall length 250mm.	Yes	_____ (Y/N) -----mm
7.	No. 2 cross slot screwdriver, of overall length 200mm.	Yes	_____ (Y/N) ----- mm

<p>Tenderers signature with official stamp</p> <p style="text-align: center;">Official stamp</p> <p>Date:</p>

SPECIFICATION NO. MTD-2670-283-21		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

8	Stubby flat screwdriver of overall length 80mm, blade length approx. 25mm, 6.5 mm blade tip.	Yes Indicate overall length.	_____ (Y/N) -----mm
9	160mm snip nose pliers.	Yes	_____ (Y/N)
10	180mm combination pliers.	Yes	_____ (Y/N)
11	Internal circlip pliers, approx. 1200mm. External circlip pliers, approx. 180mm.	Yes Yes	_____ (Y/N) _____ (Y/N)
12	160mm diagonal side cutters.	Yes	_____ (Y/N)
13	1.5 lb ball pin hammer, length approx. 300mm.	Yes	_____ (Y/N)
14	Set of 20 feeler gauges 100mm long range 0.05mm to 1mm.	Yes	_____ (Y/N)
15	Set of 8 Allen keys 2.0 to 10mm range.	Yes	_____ (Y/N)
16	300mm steel rule of section dimension: 30x1.0 mm.	Yes	_____ (Y/N)
17	Adjustment, shaped handle, tubular hacksaw frame complete with 3 blades of blade length approx. 250 - 300mm, hacksaw length approx. 4500mm, 1 piece.	Yes	_____ (Y/N)
18	Set of 5 cold chisels 16x125, 18x150 and 25x200mm.	Yes	_____ (Y/N)
19		Yes	_____ (Y/N)

<p>Tenderers signature with official stamp</p> <p>Date:</p>	<p>Official stamp</p>
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SPECIFICATION NO. MTD-2670-283-21		
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TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: MOBILE WORKSHOP TRUCK, 7-8TONS, 4X4,		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

	5-tray sheet steel tool box to accommodate all the tools, dimension, 530mmx200mmx200mm/equivalent.		
20	Medium Padlock with 2 keys.	Yes	_____ (Y/N)
21	Plug spanner, double end and with swivel handle, dia. Inter/external 23/30, plug length mm144mm.	Yes length	_____ (Y/N) _____ mm
22	Centre punch of overall length approx. 150mm	Yes	_____ (Y/N)
23	Set of Pin punch (6No) of various sizes.	Yes	_____ (Y/N)
24	Brass drifts (Tapper pin punch).	Yes	_____ (Y/N)
25	250mm self grip pliers, 1 piece.	Yes	_____ (Y/N)
26	4 rows wire brush.	Yes	_____ (Y/N)
27	315mm Adjustable pipe wrench, 1 piece	Yes	_____ (Y/N)
28	300mm single ended open jaw wrenches.	Yes	_____ (Y/N)
29	Drain plug wrenches, 220mm	Yes	_____ (Y/N)
30.	Double ended ring wrenches,(30x34 mm, 32x35 mm.).	Yes	_____ (Y/N)
31.	Crow foot wrenches, sizes 13,17, 22, 24, 32, 36 mm.	Yes	_____ (Y/N)
32	Combination wrench set, (9 pieces), sizes 10, 13, 16, 17, 18, 19, 21, 22, 24 mm.	Yes	_____ (Y/N)

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TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

33	Manifold wrenches, sizes 11x13, 19x22 mm.	Yes	_____ (Y/N)
34	Brake adjustment wrench, sizes 180 mm.	Yes	_____ (Y/N)
35.	Double ended swivel wrench set, (7 pieces) Sizes: (8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22, mm).	Yes	_____ (Y/N)
36	Flare nut ring wrenches, sizes 8x10, 30x32mm.	Yes	_____ (Y/N)
37	Impact screwdriver set.	Yes	_____ (Y/N)
38.	Nut spinners, sizes: 6, 8, 12, 14 mm.	Yes	_____ (Y/N)
39	Offset screwdrivers, sizes 8, 10, 12 mm.	Yes	_____ (Y/N)
40	Coil ring compressors, capacity: 55-130mm.	Yes	_____ (Y/N)
41	Piston ring compressors capacity: 50-100mm.	Yes	_____ (Y/N)
42	Magnetic pick-up tools, size 16mm with lifting capacity of 3000g (3kg).	Yes	_____ (Y/N)
43	Brake spring pliers, length, approx. 340mm.	Yes	_____ (Y/N)
44	High performance soldering iron ., Rating: 400W Length, approx. 300mm Weight, approx. 1000g (1Kg).	Yes	_____ (Y/N)
45	TORX TOOLS Screwdrivers, (multi-spline socket screws) Socket,	Yes Yes	_____ _____ _____ (Y/N)

Tenderers signature with official stamp Date:	Official stamp
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SPECIFICATION	REQUIREMENT	TENDERER'S

Wrenches, 8 pieces, sizes 9, 10, 15, 20, 25, 27, 30, 40.	Yes	
32C AUTO-ELECTRICIANS TOOL KIT		
a) Make	-	
b) Model	-	
c) Country of origin	-	
1. Ignition wrench set	Yes	_____ (Y/N)
2. Adjustable wrench	Yes	_____ (Y/N)
3. Pliers grip	Yes	_____ (Y/N)
4. Combination pliers	Yes	_____ (Y/N)
5. Snip nose	Yes	_____ (Y/N)
6. Diagonal cutting nipper	Yes	_____ (Y/N)
7. End cutting nipper	Yes	_____ (Y/N)
8 Stripping tweezers.	Yes	_____ (Y/N)
9 Wire stripping pliers	Yes	_____ (Y/N)
10 Universal grip pliers	Yes	_____ (Y/N)
11 Screwdrivers, star (80mm, 100mm)	Yes	_____ (Y/N)
12 Screwdrivers, (pozi-drive-80mm, 100mm)	Yes	_____ (Y/N)

<p>Tenderers signature with official stamp</p> <p style="text-align: center; margin-top: 20px;">Official stamp</p> <p>Date: _____</p>

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SPECIFICATION	REQUIREMENT	TENDERER'S

13	Bradawl, 190mm	Yes	_____ (Y/N)
14	Car light tester (16-24V)	Yes	_____ (Y/N)
15	Voltage tester (150-240V)	Yes	_____ (Y/N)
16	Electrician screwdrivers (60x2.5 mm. 100x3.5 mm, 150x5 mm)	Yes	_____ (Y/N)
17	Engineers screwdriver for plain shot screws (100x5.5 mm, 150x8 mm)	Yes	_____ (Y/N)
18	Offset screwdriver for plain shot screw (100x5.5 mm, 150x8 mm)	Yes	_____ (Y/N)
19	3-Claw pick up tools (535 mm)	Yes	_____ (Y/N)
20	400g engineers hammer	Yes	_____ (Y/N)
21	0.5 lb engineers ball pin hammer	Yes	_____ (Y/N)
22	Flat cold chisel (175x22 mm)	Yes	_____ (Y/N)
23	Splitting chisels (230x26 mm)	Yes	_____ (Y/N)
24	Centre punch (120x4 mm)	Yes	_____ (Y/N)
25	Hacksaw blades complete with frame	Yes	_____ (Y/N)
26	90/200 mm knives	Yes	_____ (Y/N)
27	2m/78" measuring tape	Yes	_____ (Y/N)
28	3-tray toolbox complete with padlock and keys.	Yes	_____ (Y/N)

Tenderers signature with official stamp Date:	Official stamp
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SPECIFICATION	REQUIREMENT	TENDERER'S

29	Open ended spanners: 4X5, 6X7, 8X9, 10X11, 12X13, 14X15.	Yes	_____ (Y/N)
33	PNEUMATIC WRENCH KIT		
1)	Make	-	
2)	Model	-	
3)	Country of origin	-	
4)	Size ½" wrench drive min.	Specify size	"
5	Torque range	25-800 ft.lbs	ft.lbs
6)	Weight approx.	3Kg	Kg
7)	Free speed approx.	8000rpm	rpm
8.	Set of metric sockets 9-36mm (13 pieces min.) Sizes: 9, 10, 11, 12, 13, 14, 17, 22,24, 27, 30, 32, 36.	Yes, Mandatory	_____ (Y/N)
BODY FINISHING			
34			
	Any body steel work to be thoroughly cleaned before painting. Both internal and exterior finish to be preceded by one coat primer (red oxide) and intercoat. Final Colour, signage and branding as per request by user.	Yes, Yes, Yes Mandatory	------(Yes/No)
35	MOBILE WORKSHOP TRUCK WARRANTY & MANUALS		

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SPECIFICATION NO. MTD-2670-283-21		
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TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

a)	Specimen of the mobile workshop truck warranty to be submitted when tendering.	Yes, (Mandatory)	------(Y/N)
b)	Warranty duration, min. one (1) year	Yes, (i) Indicate period	_____Year/s
c)	Manufacturers literature and authority to be supplied	Yes, (Mandatory)	------(Y/N)
d)	Specimen of vehicle /equipment warranty to be submitted when tendering.	Yes, (Mandatory)	------(Y/N)
e)	Warranty duration min., 12 Months	specify	----- Months

<p>Tenderers signature with official stamp</p> <p>Date:</p>	<p>Official stamp</p>
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SPECIFICATION NO. MTD-2670-283-21		
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TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

36	1.1.a.i.1.1 OTHER REQUIREMENTS		
a)	Vehicle to be registered with the Registrar of Motor Vehicles.	Yes (Mandatory)	_____ (Y/N)
b)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer prior to delivery to the user.	Yes	_____ (Y/N)
c)	Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	
f)	Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)	_____ (Y/N)

<p>Tenderers signature with official stamp</p> <p style="text-align: center;">Official stamp</p> <p>Date:</p>

4. Drawings

This bidding document includes no drawings.

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

5. Inspections and Tests

The following inspections and tests shall be performed:

1. Pre delivery inspections and acceptance.
2. Inspection by the National Transport and Safety Authority.

PART 3 - Contract

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) **“Bank”** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) **“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) **“Contract Price”** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) **“Day”** means calendar day.
- (f) **“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) **“GCC”** means the General Conditions of Contract.
- (h) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) **“Purchaser’s Country”** is the country specified in the **Special Conditions of Contract (SCC)**.
- (j) **“Purchaser”** means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (k) **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) **“SCC”** means the Special Conditions of Contract.
- (m) **“Subcontractor”** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any

part of the Related Services is subcontracted by the Supplier.

- (n) **“Supplier”** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) **“The Project Site,”** where applicable, means the place named in the **SCC**.

2. Contract Documents

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

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix 1 to the GCC.

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

4. Interpretation

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

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

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

4.6 Severability

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

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

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

- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier 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.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect

of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

10.3 Notwithstanding any reference to arbitration herein,

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

11. Inspections and Audit by the Bank

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

11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

12. Scope of Supply

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

13. Delivery and Documents

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

**14. Supplier's
Responsibilities**

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
 - (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
 - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
 - (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.

14.9 The Supplier shall comply with additional obligations as **specified in the SCC.**

15. Contract Price

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

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

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

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

17. Taxes and Duties

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the

Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the

Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

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

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and

standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

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

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be

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

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion

Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

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

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

34. Extensions of Time

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

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

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and

licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX 1

Fraud and Corruption

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated ² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX 2
Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH)
Performance Declaration for Subcontractors*

Subcontractor’s Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Supplier:

Signature: _____

Date signed _____ day of _____, _____

Section IX - Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's Country is: Kenya
GCC 1.1(j)	The Purchaser is: State Department of Roads
GCC 1.1(o)	The Project Site(s) Mechanical and Transport Division Machakos Road, Industrial Area, Nairobi, Kenya
GCC 1.1 (p)	The term SEA/SH where used in the Contract has the following meaning: <ul style="list-style-type: none"> • “Sexual Exploitation and Abuse” “(SEA)” means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. • “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by; Not Applicable
GCC 4.2 (b)	The version edition of Incoterms shall be 2020
GCC 5.1	The language shall be: ENGLISH

GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: The Principal Secretary State Department of Roads</p> <p>Street Address: Ngong Road</p> <p>Floor/ Room number: 10th Floor, Works Building</p> <p>City: Nairobi</p> <p>Country: Kenya</p> <p>Telephone: +254 (20) 2723232</p> <p>Electronic mail address: <u>scms@roads.go.ke</u></p>
GCC 9.1	The governing law shall be the law of: Kenya
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>(a) <i>Contract with foreign Supplier:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(b) <i>Contracts with Supplier national of the Purchaser's Country:</i></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are negotiable bill of lading, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>

<p>GCC 14.9</p>	<p>GCC 14.9.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier’s personnel carrying out that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:</p> <ul style="list-style-type: none"> (i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier’s or Purchaser’s personnel; (ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; (iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and (iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage. <p>GCC 14.9.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the operation and maintenance is being executed, a Supplier’s personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 14.9.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the operation and maintenance is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.</p>
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
<p>GCC 16.1</p>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in Kenya shillings (KES) in the following manner:</p> <ul style="list-style-type: none"> (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser. (ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit

	<p>opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in Kenya Shillings (KES) within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser’s Country:</p> <p>Payment for Goods and Services supplied from within the Purchaser’s Country shall be made in Kenya Shillings (<i>KES</i>) as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be sixty (60) days.</p> <p>The interest rate that shall be applied is: “prevailing commercial lending interest rates”</p>
GCC 18.1	<p>A Performance Security shall be 10% percentage of Contract Price.</p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya, If required, the Performance security shall be denominated in Kenya Shilling</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place: As stated in sub clause GCC 18.4</p>

GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>Destination: Chief Engineer (Mechanical) Mechanical and Transport Division State Department of Roads Machakos Road, Industrial Area, Nairobi</p> <p>Documentation – Parts catalogue (Soft and Hard Copy), Repair manual (Soft and Hard Copy), Operations manual, Maintenance manual, and Warranty booklet in English version.</p>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser’s Country, defined as the Project Site, transport to such place of destination in the Purchaser’s Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”];</i></p>
GCC 25.2	<p>Incidental services to be provided are: The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/ or repair of the supplied Goods.
GCC 26.1	<p>The inspections and tests shall be:</p> <ol style="list-style-type: none"> 1. Pre-delivery inspection by Chief Engineer (Mechanical) carried out once 2. Inspection by the acceptance committee carried out once 3. Inspection by National Transport and Safety Authority carried out once

GCC 26.2	The Inspections and tests shall be conducted at: Mechanical and Transport Division, Machakos Road, Industrial Area, Nairobi
GCC 27.1	The liquidated damage shall be: 0.5% per week
GCC 27.1	The maximum amount of liquidated damages shall be: 10 %
GCC 28.3	<p>The period of validity of the Warranty shall be: 2000 hours of operation or twelve (12 months) after the Goods have been delivered to and accepted at the final destination</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p>Mechanical and Transport Division, Machakos Road, Industrial Area, Nairobi</p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be <u>2000</u> hours of operation or <u>12</u> months from date of acceptance of the Goods or (<u>18</u>) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p style="padding-left: 40px;">(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7.</p> <p style="text-align: center;">or</p> <p style="padding-left: 40px;">(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (<u>0.5% per week</u>).</p> <p style="text-align: center;"><i>[The rate should be higher than the adjustment rate used in the Bid evaluation under BDS 34.6(f)]</i></p>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 30 days.
GCC 33.4	If the value engineering proposal is approved by the Purchaser the amount to be paid to the Supplier shall be <u>15%</u> of the reduction in the Contract Price

SPARE PARTS SCHEDULE						
LOT 1a :- Roller with detachable pad foot shell,vibratory-10 TON						
1	Indicate the Equipment Type:					
2	Indicate the Equipment Make:					
3	Indicate the Equipment Model:					
4	Indicate the Expected Useful Life of the Machine (Hours):					
ROLLER (10TON) SERVICE PARTS LIST- FOR A SINGLE						
	PARTS	EQUIPMENT PART NUMBER	QUANTITY	LIFE CYCLE (HRS)	UNIT COST	TOTAL COST
1	Water saporater		3			
2	Oil filter		3			
3	Fuel filter		3			
4	Air Cleaner inner		3			
5	Air cleaner outer		3			
6	Hydraulic filter		3			
7	Funbelt		1			
8	Turbo Charger		1			
9	Alternator		1			
10	Stator motor		1			
11	Rubber buffer		4			
12	Fuel shutoff switch		1			
13	Fuel lift pump		1			
14	WATER PUMP		1			
15	Oil Pump		1			
16	Drum Drive Motor		2			
17	MF Battery N70		1			
18	Tyres size 23.1 x26		2			
19	Overhaul Gasket Kit		1			
20	Piston Rings		4			
21	Crankshaft Seals(Front and Rear)		1			
22	Connecting Rod		4			
23	Bearing Cups(Main 10 and con 8)		18			
24	Relays		1			
25	Head lamp Assembly		2			
26	Fuses		1			
27	Break Lamp Assembly		2			
28	Indicator Assembly		2			
29	Engine Overhaul Kit		1			

SPARE PARTS SCHEDULE						
LOT 1b:- Motor Grader, 180-200HP						
1	Indicate the Equipment Type:					
2	Indicate the Equipment Make:					
3	Indicate the Equipment Model:					
4	Indicate the Expected Useful Life of the Machine (Hours):					
MOTOR GRADER SERVICE PARTS LIST - FOR A SINGLE MOTOR GRADER						
	PARTS	EQUIPMENT PART NUMBER	QUANTITY	LIFE CYCLE (HRS)	UNIT COST	TOTAL COST
1	Water Separator		3			
2	Oil Filter		3			
3	Fuel Filter		3			
4	Air Cleaner Assembly		3			
5	Corrosion Resistor		3			
6	Strainer		1			
7	Hydraulic Filter		1			
8	Chain		2			
9	Link		1			
10	Pin		2			
11	V-Belt		1			
12	Cutting Edge		6			
13	End Bit		6			
14	End bit Bolt		78			
15	Nut		78			
16	Transmission Filter		1			
17	Alternator		1			
18	Starter Motor		1			
19	Turbo Charger		1			
20	Circle turn Motor		1			
21	Brake Master Cylinder		1			
22	Slave Cylinder Assembly		6			
23	Brake Master Cylinder Seal Kit		1			
24	Guide		18			
25	Rear Indicator Assembly		1			
26	Water Pump		1			
27	Oil Pump		1			
28	MF Battery N150		2			
29	Tyres 14 x24/17.5x25		6			
30	Overhaul Gasket Kit		1			
31	Piston Ring Assembly		6			

32	Crankshaft Seals(Front and Rear)		1			
33	Connecting Rod		6			
34	Bearing Caps (Main 10 and con 8)		18			

SPARE PARTS SCHEDULE						
LOT 1c:- Crawler excavator with breaker set, heavy duty, 170-210 HP						
1	Indicate the Equipment Type:					
2	Indicate the Equipment Make:					
3	Indicate the Equipment Model:					
4	Indicate the Expected Useful Life of the Machine (Hours):					
EXCAVATOR SERVICE PARTS LIST- FOR A SINGLE EXCAVATOR						
	PARTS	EQUIPMENT PART NUMBER	QUANTITY	LIFE CYCLE (HRS)	UNIT COST	TOTAL COST
1	Fuel Separator		3			
2	Oil Filter		3			
3	Water Separator		3			
4	Fuel Filter		3			
5	Air Cleaner Outer		3			
6	Air Cleaner Inner		3			
7	Hydraulic Filter		1			
8	Corrosion Resistor		3			
9	Sprocket		2			
10	Bolt		52			
11	Washer		116			
12	Front Idler Assembly		2			
13	Bolt		16			
14	Washer		16			
15	Track Shoe Assembly		2			
16	Tooth		15			
17	Shroud		3			
18	Shroud		3			
19	Nut		30			
20	Bolt		30			
21	Washer		30			
22	Tooth Pin		15			
23	Couple Axes		1			
24	Breaker Service Kit		1			
25	Fuel Shut off Switch		1			
26	Arm Cylinder Seal Kit		1			
27	Water Pump		1			

28	Lift pump		1			
29	Oil pump		1			
30	Starter Motor		1			
31	Alternator		1			
32	Turbo charger		1			
33	Boom Cylinder Assembly		1			
34	Bucket Cylinder Kit		1			
35	Arm Cylinder kit		1			
36	Bucket		1			
37	Breaker pin		1			
38	Breaker		1			
39	MF Battery N150		2			
40	Bolt		56			
41	Track Roller		14			
42	Carrier Roller		4			
43	Engine Overhaul Kit		1			

SPARE PARTS SCHEDULE						
LOT 1d:- Medium tracked dozer with ripper, 170-200HP						
1	Indicate the Equipment Type:					
2	Indicate the Equipment Make:					
3	Indicate the Equipment Model:					
4	Indicate the Expected Useful Life of the Machine (Hours):					
BULLDOZER SERVICE PARTS LIST – FOR A SINGLE						
	PARTS	EQUIPMENT PART NUMBER	QUANTITY	LIFE CYCLE (HRS)	UNI T	TOTAL COST
1	Water Separator		3			
2	Oil Pump		1			
3	Fuel Pump		3			
4	Air Cleaner Assembly		3			
5	Corrosion Resistor		3			
6	Element Transmission		3			
7	Element Hydraulic		3			
8	Edge Cutting		6			
9	Bit end L.H		6			
10	BIT End R.H		6			
11	Strainer Hydraulic		1			
12	Bolt bit		30			
13	Tooth Tip		9			
14	Tooth Sleeve		9			
15	Pin		27			
16	Track Rolley Assembly		8			
17	Track Roller Assembly		4			
18	Carrier Roller		4			
19	Sprocket Segment		18			
20	Idler assembly		2			
21	Track Assembly		2			
22	Dozer Lifting Cylinder Seal Kit		1			
23	Transmission Seal		1			
24	Assembly		1			
25	Assembly		1			
26	Oil pump		1			
27	Water Pump		1			
28	Mf Battery N200		2			
29	Cutting edge		3			
30	Cutting edge		6			
31	Engine Overhaul Kit		1			

SPARE PARTS SCHEDULE						
LOT 2a:- Large Tipper(Dump Truck) 6/4,14-16 TON						
1	Indicate the Equipment Type:					
2	Indicate the Equipment Make:					
3	Indicate the Equipment Model:					
4	Indicate the Expected Useful Life of the Machine (Kms):					
TIPPER TRUCK SERVICE PARTS LIST – FOR A SINGLE						
	PARTS	EQUIPMENT PART NUMBER	QUANTITY	LIFE CYCLE (KMS)	UNIT COST	TOTAL COST
1	Water Separator		1			
2	Oil Filter		2			
3	Fuel Filter		1			
4	Air Cleaner Outer		1			
5	Air Cleaner Inner		1			
6	Tyres and Tubes		11			
7	Brake Master Cylinder		1			
8	Wheel Cylinder		12			
9	Pressure Plate		1			
10	Release Bearing		1			
11	Friction Plate		1			
12	Shock absorbers		2			
13	Suspension Dampers		4			
14	Head Lamps		2			
15	Side Mirrors		2			
16	Rear Lights Assembly		2			
17	Center bolt		4			
18	U bolt Bracket		4			
19	Leaf Spring Rear		24			
20	U bolt		8			
21	Leaf Spring Assembly		4			
22	Arms		4			
23	Oil pump		1			
24	Water pump		1			
25	Starter motor		1			
26	Turbo charger		1			
27	Alternator		1			
28	MF Battery N150		1			
29	Arm Bushes		8			
30	Piston Ring Assembly		6			
31	Valve Assembly		12			
32	Con Bearing		12			
33	Main Bearing		13			
34	Overhaul Gasket kit		1			
35	Fan belt		1			
36	Stabilizer Link		4			

37	Stabilizer Bushes		8			
38	Engine Overhaul Kit		1			

SPARE PARTS SCHEDULE						
LOT 2b:- Water bowser, 9000-10,000 liters						
1	Indicate the Equipment Type:					
2	Indicate the Equipment Make:					
3	Indicate the Equipment Model:					
4	Indicate the Expected Useful Life of the Machine (Kms):					
WATER BOWSER (10,000L) SERVICE PARTS LIST – FOR A SINGLE WATER						
	PARTS	EQUIPMENT PART NUMBER	QUANTITY	LIFE CYCLE (HRS)	UNIT COST	TOTAL COST
1	Tanker Water Pump		1			
2	Cooling Water Pump		1			
3	Oil Filter		3			
4	Fuel Filter		3			
5	Air Cleaner		3			
6	Brake Master Cylinder		1			
7	Wheel Master Cylinder		6			
8	Tyres 11 x 20		7			
9	Turbo Charger		1			
10	Alternator		1			
11	Starter Motor		1			
12	Overhaul Gasket kit		1			
13	Main Bearing		14			
14	Connecting Rod Bearing		12			
15	Front Crankshaft Seal		1			
16	Rear crankshaft seal		1			
17	Fuel lift pump		1			
18	Head Lamp Assembly		2			
19	Rear Light assembly		2			
20	Leaf SPRING Assembly		4			
21	U bolt		8			
22	Center Bolt		4			
23	Shock Absorbers		4			
24	Side Mirrors		2			
25	Engine Mounting		4			
26	Gearbox Mounting		2			
27	Body U bolts		10			
28	Cooling Fan		1			
29	Fan Belt		1			
30	Fan Pulley		1			
31	Inlet Valve		12			
32	Outlet Valve		12			

33	Push rods		12			
34	Piston Rings Assembly		6			
35	Engine Overhaul Kit					

SPARE PARTS SCHEDULE						
LOT 2c:- Mobile service truck,7-8 TONS, 4X4						
1	Indicate the Equipment Type:					
2	Indicate the Equipment Make:					
3	Indicate the Equipment Model:					
4	Indicate the Expected Useful Life of the Machine (Kms):					
MOBILE WORKSHOP SERVICE PARTS LIST – FOR A SINGLE MOBILE						
	PARTS	EQUIPMENT PART NUMBER	QUANTITY	LIFE CYCLE (HRS)	UNIT COST	TOTAL COST
1	Water separator		3			
2	Oil filter		3			
3	Fuel filter		3			
4	Air Cleaner inner		3			
5	Air cleaner outer		3			
6	Truck rod ends		2			
7	Fun belt		1			
8	Turbo Charger		1			
9	Alternator		1			
10	Stater motor		1			
11	U bolt		8			
12	Center Bolt		4			
13	Leaf spring assembly		4			
14	Water Pump		1			
15	Oil Pump		1			
16	Shock absorbers		2			
17	MF Battery N100		1			
18	Tyres size		6			
19	Overhaul Gasket Kit		1			
20	Piston Rings Assembly		4			
21	Crankshaft Seals (Front and Rear)		1			
22	Connecting Rod		4			
23	Bearing Main		10			
24	Propeller Universals		1			
25	Head lamp Assembly		2			
26	Universal caps		4			
27	Rear Light Assembly		2			
28	Propeller Center Rubber		1			
29	Main Bearing		18			
30	Con Bearing		8			
31	Gear mountings		2			

32	Pressure plate		1			
33	Release Bearing		1			
34	Clutch		1			
35	Pushrods		8			
36	Inlet Valve		4			
37	Outlet Valve		4			
38	Engine Overhaul Kit					

Section X - Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

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

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

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

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid’s price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price
----------------	-----------	---------------------

		(if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations) [<https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005>] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" [<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework>] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

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

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure

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

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares*
- directly or indirectly holding 25% or more of the voting rights*
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Purchaser]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

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

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]_____

Title of the person signing the Bid: [insert complete title of the person signing the Bid]_____

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

Date signed [insert date of signing] day of [insert month], [insert year]_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

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

Subject: **Notification of Award Contract No.**

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

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:*[insert name and Address of Purchaser]*

Date: *[_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.:*[Insert guarantee reference number]*

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

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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