



# Agro-Chemical and Food Company Limited

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**Tender Document for the Supply & Delivery of Mechanical Spare Parts on a one  
Year Framework Agreement**

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**ACFC/SCM/02/2026/27**

**Agro Chemical and Food Company Limited**  
P.O. Box 18 – 40107, Muhoroni  
Email: [admin@acfc.co.ke](mailto:admin@acfc.co.ke)  
Website: [www.acfc.co.ke](http://www.acfc.co.ke)

**Submission Deadline: JULY 21, 2026 AT 12.30pm**



## Agro-Chemical and Food Company Limited

### INVITATION TO TENDER

**Tender No.:** ACFC/SCM/02/2026/27

**Tender Name:** Supply & Delivery of Mechanical Spare Parts on a one year Framework Agreement

1. Agro Chemical and Food Company Limited (ACFC) invites sealed tenders from eligible candidates for the Supply & Delivery of Mechanical Spare Parts on one year Framework Agreement.
2. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers. Tenders will be awarded on basis of Framework Agreement.
3. Tenderers will be allowed to tender for one or more lots.
4. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours (*i.e., as from 0900 to 1400 hours, Monday to Friday except during public holidays*) at the address given below.
5. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of KShs.1,000 in cash or Banker's Cheque and Agro Chemical and Food Company Limited.
6. Tender documents may also be viewed and downloaded from the ACFC website: [www.acfc.co.ke](http://www.acfc.co.ke) or the Public Procurement Information Portal (PPIP): [www.tenders.go.ke](http://www.tenders.go.ke) free of charge. Tenderers who download the tender document must forward their particulars immediately to [purchasing@acfc.co.ke](mailto:purchasing@acfc.co.ke) to facilitate any further clarification or addendum.
7. All Tenders must be accompanied by a tender Securing declaration in the format provided.
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before **July 21, 2026, at 12.30pm** . Electronic Tenders *will not* be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. Late tenders will be rejected.
12. The addresses referred to above are:

**A. Address for obtaining further information, and purchasing tender document.**

Manager supply Chain Management  
Agro Chemical and Food Company Limited  
Muhoroni Town, next to Muhoroni Sugar Company Limited  
P.O. Box 18 – 40107, Muhoroni  
Tel: +254 722-205448/ 734-242871  
Email: [purchasing@acfc.co.ke](mailto:purchasing@acfc.co.ke), [grotich@acfc.co.ke](mailto:grotich@acfc.co.ke)

**B. Address for Submission of Tenders.**

The Resident Director & Chief Executive.  
Agro Chemical and Food Company Limited  
Muhoroni Town, next to Muhoroni Sugar Company Limited  
P.O. Box 18 – 40107, Muhoroni

**C. Address for Opening of Tenders.**

Agro Chemical and Food Company Limited  
ACFC Training Centre at the Factory in Muhoroni

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

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Ashok Agrawal  
**RESIDENT DIRECTOR  
& CHIEF EXECUTIVE**  
June 28, 2026

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# **PART 1 - TENDERING PROCEDURES**

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## SECTION I: INSTRUCTIONS TO TENDERERS

### A General Provisions

#### 1. **Scope of Tender**

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

#### 2. **Fraud and Corruption**

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

#### 3. **Eligible Tenderers**

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

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

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

Tendering process, if the Tenderer:

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

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

to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

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

#### **4 Eligible Goods and Related Services**

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

#### **5 Sections of Tendering Document**

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

##### **PART 1: Tendering Procedures**

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

##### **PART 2: Supply Requirements**

- v) Section V - Schedule of Requirements

##### **PART 3: Contract**

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

- 5.2 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring

Entity is not part of the tendering document.

53 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.

54 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

## **6 Clarification of Tendering Document**

61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.

62 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

63 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

65 The Procuring Entity shall also promptly publish anonymized (*no names*)Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre- Tender meeting will not be a cause for disqualification of a Tenderer.

## **7 Amendment of Tendering Document**

71 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

72 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.

73 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

## **C. Preparation of Tenders**

### **8 Cost of Tendering**

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

outcome of the Tendering process.

## **9. Language of Tender**

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

## **10. Documents Comprising the Tender**

10.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT11;
- b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
- d) Alternative Tender: if permissible, in accordance with ITT12;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
- f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
- g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
- h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
- i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
- j) any other document required in the **TDS**.

10.2 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

10.3 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

## **11. Form of Tender and Price Schedules**

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

## **12. Alternative Tenders**

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

## **13. Tender Prices and discounts**

13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.

13.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the

form of tender. Conditional discounts will be rejected.

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

applicable taxes).

#### **14 Currencies of Tender and Payment**

141 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.

142 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.

143 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

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

151 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

152 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

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

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

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

#### **16 Documents Establishing the Eligibility and Qualifications of the Tenderer**

161 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

162 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

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

#### **17. Period of Validity of Tenders**

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

172 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.

- 173 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;
  - b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

## **18 Tender Security**

**181** The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

182 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

183 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a letter of credit; or
- v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.

185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

187 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

188 The Tender Security may be forfeited or the Tender Securing Declaration executed:

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) if the successful Tenderer fails to:
  - i) sign the Contract in accordance with ITT 45; or
  - ii) furnish a Performance Security in accordance with ITT 46.

189 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

18.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.

18.11 A tenderer shall not issue a tender security to guarantee itself.

## 19. Format and Signing of Tender

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

## D. Submission and Opening of Tenders

### 20 Sealing and Marking of Tenders

- 20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
  - b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
  - c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
    - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
    - ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.
- 20.2 The inner envelopes or packages or containers shall:
- a) bear the name and address of the Procuring Entity.
  - b) bear the name and address of the Tenderer; and
  - c) bear the name and Reference number of the Tender.
- 20.3 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the **TDS where** such documents should be received.
  - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
  - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 20.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

### 21. Deadline for Submission of Tenders

- 21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time

specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **22. Late Tenders**

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

## **23. Withdrawal, Substitution, and Modification of Tenders**

23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

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

23.3 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

23.4 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## **24. Tender Opening**

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

24.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

24.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

24.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.

- 246 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 247 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 248 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) the Tender Price, per lot (contract) if applicable, including any discounts;
  - c) any alternative Tenders;
  - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
  - e) number of pages of each tender document submitted.
- 249 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

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

### **25. Confidentiality**

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

### **26. Clarification of Tenders**

- 26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

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

### **27. Deviations, Reservations, and Omissions**

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

### **28. Determination of Responsiveness**

- 28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of

the Tender itself, as defined in ITT28.2.

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

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

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

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

## **29. Non-conformities, Errors and Omissions**

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

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

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

## **30. Arithmetical Errors**

30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail.

30.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

## **31. Conversion to Single Currency**

31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a

single currency as specified **in the TDS**.

### **32 Margin of Preference and Reservations**

321 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

322 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
- b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
- c) goods manufactured, mined, extracted or grown in Kenya.

323 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

324 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.

325 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

### **33. Evaluation of Tenders**

331 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) substantially responsive to the tender documents; and
- b) the lowest evaluated price.

**The evaluation and award will be based on the lowest per item**

332 Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:

- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

333 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

334 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

- 335 The Procuring Entity's evaluation of a Tender will include and consider:
- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
  - b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;
- 336 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

#### **34. Comparison of Tenders**

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

#### **35. Abnormally Low Tenders**

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

#### **36. Abnormally High Tenders**

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

**37. Post-Qualification of the Tenderer**

37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

**38. Lowest Evaluated Tender**

38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) most responsive to the Tender document; and
- b) the lowest evaluated price.

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

39.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

**F. Award of Contract**

**40. Award Criteria**

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

**41. Procuring Entity's Right to Vary Quantities at Time of Award**

41.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS.**

**42. Notice of Intention to enter into a Contract**

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

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

**43. Standstill Period**

43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

#### **44. Debriefing by the Procuring Entity**

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

#### **45. Letter of Award**

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

#### **46. Signing of Contract**

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

#### **47. Performance Security**

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

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

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

#### **48. Publication of Procurement Contract**

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

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

#### **49. Procurement Related Complaints and Administrative Review**

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

492 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II – TENDER DATA SHEET (TDS)

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

ITT Reference	Particulars Of Appendix To Instructions To Tenders
<b>A. General</b>	
ITT 1.1	The reference number of the Invitation for Tenders is: <b>ACFC/SCM/02/2026/27</b> The Procuring Entity is: <b>Agro Chemical and Food Company Limited</b> The name of the Contract is: <b>Supply &amp; Delivery of Mechanical Spare Parts on one (1) year Framework Agreement.</b> <b>The number and identification of lots (contracts) comprising this Invitation for Tenders is:</b>
ITT 2.3	The Information made available on competing firms is as follows: <b>None</b> <hr/> The firms that provided consulting services for the contract being tendered for are: <b>None</b>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <b>[insert a number]</b>
ITT 3.7	A list of debarred firms and individuals is available on the PPRA's website: <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>
<b>B. Contents of Tendering Document</b>	
ITT 6.1	i) The Tenderer will submit any request for clarifications in writing at the Address <a href="mailto:purchasing@acfc.co.ke">purchasing@acfc.co.ke</a> to reach the Procuring Entity not later than <b>July 16<sup>th</sup> July 2026.</b>  ii) The Procuring Entity shall publish its response at the websites: <a href="http://www.acfc.co.ke">www.acfc.co.ke</a> & <a href="http://www.tenders.go.ke">www.tenders.go.ke</a>
ITT 6.2	A pre-tender conference will <b>not be held.</b>
ITT 6.3	The questions to reach the Procuring Entity not later than <b>July 16, 2026.</b>
<b>C. Preparation of Tenders</b>	
ITT 12.1	Alternative Tenders <b>shall not be</b> considered.
ITT 13.5	The prices quoted by the Tenderer <b>shall not</b> be subject to adjustment during the performance of the Contract.
ITT 14.2	Foreign currency requirements <b>not allowed.</b>
ITT 17.1	The Tender validity period shall be <b>180</b> days.
ITT 18.1	A <b>Tender Security shall not be</b> required. A <b>Tender-Securing Declaration shall be</b> required.
ITT 19.1	In addition to the original of the Tender, the number of copies is: <b>One. (i.e., One Original &amp; One Copy only)</b>
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Certified copy of Power of Attorney</b>
<b>D. Submission and Opening of Tenders</b>	
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: <b>The Resident Director &amp; Chief Executive's Office, ACFC Factory, Muhoroni</b>
ITT 21.1	For <b>Tender submission purposes</b> only, the Procuring Entity's address is:  <b>The Resident Director &amp; Chief Executive Agro Chemical And Food Company Limited P.O. Box 18 – 40107, Muhoroni Tel: +254 722-205448 /734-242871</b>  <b>The deadline for Tender submission is:</b>  Date: <b>July 21, 2026</b>

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	Time: <b>12.30 pm</b> Tenderers <i>shall not</i> have the option of submitting their Tenders electronically.
ITT 24.1	The Tender opening shall take place at: <b>ACFC Training Centre, ACFC Factory, Muhoroni</b> Date: <b>July 21, 2026</b> Time: <b>12.30hrs</b>
ITT 24.6	The number of representatives of the Procuring Entity to sign is <b>3</b> <
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <b>Kenya Shillings (KShs)</b>  The source of exchange rate shall be: <i>the Central Bank in Kenya.</i>  The date for the exchange rate shall be: <i>The date tender is opened.</i>
<b>F. Award of Contract</b>	
ITT 49.1	The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> .  If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is by email), to:  For the attention: <b>Ashok Agrawal</b> Title/position: <b>Resident Director &amp; Chief Executive</b> Procuring Entity: <b>Agro Chemical And Food Company Limited</b> Email address: <a href="mailto:admin@acfc.co.ke">admin@acfc.co.ke</a> ; <a href="mailto:complaints@acfc.co.ke">complaints@acfc.co.ke</a>  In summary, a Procurement-related Complaint may challenge any of the following: <ol style="list-style-type: none"> <li>1. the terms of the Tendering Documents; and</li> <li>2. the Procuring Entity’s decision to award the contract.</li> </ol>

### SECTION III - EVALUATION AND QUALIFICATION CRITERIA

#### Preliminary (Mandatory) Requirements

**Tenderer MUST comply with all the Mandatory Requirements to progress to technical evaluation**

No	Mandatory Requirement	Yes/no
<b>MR 1</b>	Properly bound (spiral or perfect cover, hard cover or case bound), serialized/paginated tender document (in a continuous ascending order from the first page to the last in this format i.e 1,2,3.....n where n is the last page)	
<b>MR 2</b>	Certificate of Registration/Incorporation	
<b>MR 3</b>	Current CR 12 (twelve months from the date of issue) and Directors ID	
<b>MR 4</b>	Provide valid copy of Kenya Revenue Authority Tax Compliance Certificate.	
<b>MR 5</b>	Current and valid copy of business license from the county Government where the business is located	
<b>MR 6</b>	Power of attorney to confirm that the tender has been duly signed by the person lawfully authorized (commissioner for oath)	
<b>MR 7</b>	Duly filled Certificate of Independent Tender Determination	
<b>MR 8</b>	Duly filled Form SD1 Self declaration confirming that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015	
<b>MR 9</b>	Duly filled Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice	
<b>MR 10</b>	declaration and commitment to the code of ethics	
<b>MR 11</b>	Duly filled, stamped and signed Confidential Business Questionnaire	
<b>MR 12</b>	Conflict of interest disclosure	
<b>MR 13</b>	Dully filled, signed and stamped commitment to provide Beneficial Ownership(BO) Information	
<b>MR 14</b>	Duly completed form of tender (on a company letter head)	
<b>MR 15</b>	Duly filled, stamped and signed Tender Securing Declaration Form	
	<b>Responsive/Non-Responsive</b>	

## Technical Requirements

Tenderer **MUST** comply with all the technical Requirements to progress to financial evaluation

No.	Component/Requirement	Yes/No
1.	Tenderer's experience with evidence and past performance on similar scope and products (industrial chemicals) -. Attach at least 5LPOs from different clients	
2	Required document where applicable Product specifications-attach brochure Certificates of Analysis (COA) Product Data Sheets Safety Data Sheets	
3	Payment/credit Terms; <b>indicate</b>	
4	Manufactures Authorization Letter	
5	Delivery Lead Time - Indicate	
6	<p><b>Samples Requirement</b> First-time suppliers and suppliers who have never supplied the specified items (bided Item) to Agro-chemicals and Food company limited shall be required to submit product samples for trial and evaluation to determine their quality and suitability for use in production before award. <i>Attach pictorial or commit that you shall provide sample as and when required.</i></p> <p>Suppliers whose products have previously been tested and approved by Agro-Chemicals and Food company Limited(ACFC) or who have supplied the same spares to ACFC before, shall be exempt from this requirement. Such suppliers must attach a copy of ACFC Local Purchase Order (LPO) or any other acceptable proof of previous supply as evidence.</p>	
	<b>Responsive/Non Responsive</b>	

## Overall Tender Evaluation Criteria

The tender evaluation criteria is;-

Criteria	Requirements	
Tender Responsiveness	<b>Mandatory</b>	Bidder Must meet all the mandatory Requirements
Technical Requirements	<b>Mandatory</b>	Bidder Must comply with all the mandatory Requirements
Financial Evaluation	Lowest bidder shall be considered for award	
Award	One year Framework Contract " <i>through call-offs order on need basis at awarded unit price per piece</i> " Per item .	

## **1. General Provisions**

**11** Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

**12** This section contains the criteria that the Procuring Entity Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

## **2. Evaluation of Tenders (ITT 33)**

### **21 Successful Tender or Tenders**

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

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

### **22 Evaluation of Tenders**

#### **Preliminary examination for Determination of Responsiveness**

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

*[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]*

#### **PRICE EVALUATION**

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

## **221 Evaluation of Technical aspects of the Tender**

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

*[The Procuring Entity will highlight herein any particular details, characteristics, functional guarantees or*

*other requirements under the specifications, which the Tenderer is required to specifically confirm or provide details as per Section V, Supply Requirements or other parts of the Tender Document. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable evaluation of Technical parts of the Tender]*

## **222 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):**

The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g. Performance securities, Payment and delivery schedules).

*[The Procuring Entity will highlight herein any particular requirements under the Contract which the Tenderer is required to specifically confirm or provide information to enable evaluation of Commercial Terms and Conditions of the Tender]*

## **223 Evaluation Criteria (Other Factors) (ITT 33.6)**

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 13.8, one or more of the following factors as specified in ITT 33.2(d) and in TDS ITT 33.6, using the following criteria and methodologies.

### **a) Delivery schedule.**

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 V, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the "Earliest Delivery Date" specified in Section V, Schedule of Requirements.

*[An adjustment factor of 0.5% per week of delay would be reasonable. However, the adjustment factor should not be more than the rate of Liquidated Damages to be applied in case of delay in delivery of Goods and Services under the Contract conditions.]*

### **b) Deviation in payment schedule. [insert one of the following]**

- i. tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall be evaluated on the basis of this base price. tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced Tender price offered by the tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.

or

- ii. The SCC stipulates the payment schedule specified by the Procuring Entity. If a Tender deviate from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in the SCC, at the rate per annum

[insert adjustment rate].

- c) **Cost of major replacement components**, mandatory spare parts, and service. *[insert one of the followings]*

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the TDS 15.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

**or**

The Procuring Entity 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 TDS 15.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer and added to the Tender price, for evaluation purposes only.

**or**

Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered indicating for each item of spare part the recommended quantity and unit, and total CIP final destination prices required during the initial period of operation specified in the TDS 15.4. The prices offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare parts to the Tenderer that is successful for the supply of Goods, by selecting at its option, from the Tender's list of recommended spare parts, such items and quantities against each as the Procuring Entity may deem appropriate at the unit prices indicated by the Tenderer but not exceeding ----% (present) of the cost of Goods [normally not more than 10% or 15%.]

- d) **Availability in Kenya** of spare parts and after sales services for equipment offered in the Tender.

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

- e) **Life Cycle Costs**

If specified in TDS 33.6, an adjustment to consider 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 Tender price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

*[Note to Procuring Entity: 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 Tenders. 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.]*

*[Either amend the following text as required, or delete if life cycle cost is not applicable]*

- i) number of years for life cycle cost determination *[insert the number of years of economic life of Goods]*;
- ii) the discount rate to be applied to determine the net present value of the life-cycle-cost is *[insert the discount rate]*;
- iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology E.G. This should*

*include factors that will be used for determination of life-cycle- cost such as costs of operation and maintenance, residual value at the end of economic life of Goods, major elements that will be used for determination of cost of operation and maintenance such as fuel, power, labor, spare parts, etc. unit prices of elements such as fuel, power, etc., quantity of annual usage such as Kms or Hours of operation of Goods, Formula for calculation of LCC, etc];*

- iv) and the following information is required from tenderers [*insert any information required from tenderers, including prices e.g. Guaranteed fuel and/or power consumption, cost of labour, spare parts, etc*].

**f) Performance and productivity of the equipment: [*insert one of the followings*]**

- i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Tender below the norm of 100, using the methodology specified below.

*[Insert the methodology and criteria if applicable e.g. The Following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; ii) Price of spare parts required for AAA years of operations, iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the tender documents; iv) Capitalized cost savings due to the equipment efficiency at the rate of XXX (specify currency and amount) for each YYY % (percent) above the **minimum ZZZ % (percent) efficiency**; v) Capitalized cost for the auxiliary power consumption at PPP (specify currency and amount) per KW for AAA years; and vi) Applicable discount rate of BBB%. ]*

**or**

- ii) An adjustment to consider the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in ITT 33.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender with respect to minimum required values, using the methodology specified below.

*[Insert the methodology and criteria if applicable E.G. The evaluation and comparison of responsive tenders shall be based on the total life cycle cost for XXX years, per unit of output. The life cycle cost shall be the sum of the initial purchase price of the equipment and the cost of operation in electric energy for XXX years of operation at unit cost of AAA (specify currency and amount) per kwh, discounted to net present value at YYY percent.]*

**g) Specific additional criteria**

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][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 Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.]

**224 Multiple Contracts (ITT 33.4)**

Tenders are invited for individual lots, the contract will be awarded to the tenderer offering a substantially responsive Tender(s) and the lowest evaluated cost for individual lots, subject to the selected tenderer(s) meeting the required qualification criteria (this Section III, Sub-Section ITT 37 Qualification Requirements) for each lot. In determining tenderer that offer

the lowest evaluated cost to the Procuring Entity for each lot, the Procuring Entity shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Tenders and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Tenders 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 tenderer (s) for the award of each Lot based on the discounts and the methodology for their application offered by the respective Tenderer; and
- (d) determine contract award based on the lots that offer the tender offers each of which has the lowest evaluated cost to the Procuring Entity.

## 225 Alternative Tenders

*(ITT 13.1) An alternative if permitted under*

*ITT 13.1, will be evaluated as follows: [insert*

*one of the following]*

“A Tenderer may submit an alternative Tender only with a Tender for the base case. The Procuring Entity shall only consider the alternative Tenders offered by the Tenderer whose Tender for the base case was determined to be the Lowest Evaluated Tender.”

**or**

“A Tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 33.”

## 3 MARGIN OF PREFERENCE

- 31 If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.
- 32 The margin of preference will be applied in accordance with, and subject to, the following provisions:
  - a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.
  - b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:
    - i) **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and (b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender Submission date;
    - ii) **Group B:** All other Tenders offering Goods manufactured in Kenya;

- iii) **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
- c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.
- d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
- e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
- f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

#### **4 Post-Qualification of Tenderers (ITT 37)**

*[Note for Procuring Entity to be deleted before issuing the tender documents.*

*This STD for Procurement of Goods assumes that no Prequalification has taken place before tendering. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Tenderer and any Sub- Suppliers shall meet or continue to meet the Criteria used at the time of Prequalification.]*

#### **41 Post-Qualification Criteria (ITT 37.1)**

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post- qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

*[Note for Procuring Entity to be deleted before issuing the tender documents.*

*Select requirements (criteria) for post qualification from below as relevant and appropriate for the nature, size and type of Goods and Services to be procured. Generally, for procurement of Goods, unless the value of the item is very large, the criteria for assessment of Manufacturer's technical capability should always be considered more important than its financial resources. For very small value items, the criteria for financial capability may even be omitted].*

#### **42 If the Tenderer is a manufacturer**

**a) Financial Capability**

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings

\_\_\_\_\_ [or equivalent].

- ii) Minimum average annual supply turnover of Kenya Shillings \_\_\_\_\_ [insert amount, specify a figure about 2.5 times the total Tender price)] or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last \_\_\_\_\_ [insert number of years]. In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

**b) Experience and Technical Capacity**

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

*[list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the tender document.] Samples of Experience Requirements:*

- i) The Tenderer shall be manufacturing similar Goods for the last \_\_\_\_\_ (specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured).
- ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least \_\_\_\_\_ (Insert number) of contracts of similar Goods in the last \_\_\_\_\_ (specify number) each contract costing at least Kenya shillings \_\_\_\_\_ equivalent and involving a supply of at least \_\_\_\_\_ percentage of required quantity (usually the percentage is about 70-80%) in some cases where Procuring Entity requires deliveries in a scheduled manner over a specified time, include item (iii) below.
- iii) (Optional) The installed capacity to manufacture \_\_\_\_\_ number of items (specify the relevant item number) shall not be less than \_\_\_\_\_ units per \_\_\_\_\_ (specify week or month).

**c) (Optional) Documentary Evidence of Usage of Goods (When appropriate)**

The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last \_\_\_\_\_ years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings

ii) Minimum average annual supply turnover of Kenya Shillings [insert amount] or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last [insert of year] years, divided by [insert number of years] years.

iii) Has satisfactorily and substantially completed at least \_\_\_\_\_ (specify number) contract(s) of a similar nature either within Kenya, the East African Community or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya shillings \_\_\_\_\_ equivalent.

#### 44 History of non-performing contracts:

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

#### 45 Pending Litigation

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

#### 4.6. Litigation History

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

## **SECTION IV - TENDERING FORMS**

Form of Tender Tenderer Information Form Tenderer JV Members Information Form

Price Schedule: Goods Manufactured Outside Kenya, to be Imported Price Schedule: Goods

Manufactured Outside Kenya, already imported Price Schedule: Goods Manufactured in Kenya

Price and Completion Schedule – Related Services Form of Tender Security – Demand

Guarantee Form of Tender Security (Tender Bond)

Form of Tender-Securing Declaration Manufacturer's Authorization Form

## FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

### INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

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

**Name**                      **and**                      **Identification:**.....[insert                      *identification*] **Alternative**

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

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

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration. Or Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below as per listed lots (list each lot with its price and then the total of all tendered lots) [*insert the prices of the Tender in words and figures, indicating the various amounts for lots and the respective currencies*];
- f) **Discounts:** The discounts offered and the methodology for their application are:
  - i) The discounts offered are: [*Specify in detail each discount offered.*]
  - ii) The exact method of calculations to determine the net price after application of discounts are shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant

to a decision of the United Nations Security Council;

- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name

---

Title

---

Date

---

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

**SELF-DECLARATION FORMS**

**FORM SD1**

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

**FORM SD2**

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name .....

Sign.....

Date.....

## APPENDIX 1- FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

### 1. Purpose

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

### 2. Requirements

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

23 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) "obstructive practice" is:
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other

appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

## TENDERER INFORMATION FORM

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

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

**Tender Name and Identification:**..... *[Insert identification]*

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors

## TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

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

### A. Tenderer's details

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

### General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_

Age \_\_\_\_\_ Nationality \_\_\_\_\_

Country of Origin \_\_\_\_\_ Citizenship \_\_\_\_\_

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company \_\_\_\_\_

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent) .....  
 Issued Kenya Shillings (Equivalent) .....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

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

(i) Are there any person/persons in ..... (*Name of Procuring Entity*) who has an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

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

(ii) Conflict of interest disclosure

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

(f) Certification

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

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

*(Signature)*

*(Date)*

## TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

Page\_\_\_\_\_of\_\_\_\_\_pages

1.	<i>[insert Tenderer's legal name]</i>	Tenderer's Name:
2.	Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>	
3.	Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>	
4.	Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>	
5.	Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>	
6.	Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>	
7.	Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 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 Procuring Entity, in accordance with ITT 4.6.	
8.	Included are the organizational chart and a list of Board of Directors	

## **Price Schedule Forms**

*[The tenderer 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 Procuring Entity in the Schedule of Requirements.]*

**Price Schedule: Goods Manufactured Outside Kenya, to be Imported**

(Group C Tenders, goods to be imported) Currencies in accordance with ITT 15							Date: _____ ITT No: _____	
							Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Lot 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 ITT 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination specified in TDS	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>
							<b>Total Price</b>	

Name of tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* Date *[Insert Date]*

**Price Schedule: Goods Manufactured Outside Kenya, already imported\***

(Group C Tenders, Goods already imported) Currencies in accordance with ITT 15										Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Lot N°	Descripti on 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 ITT 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 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 Kenya]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
<b>Total Tender Price</b>											

Name of tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* 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 Procuring Entity. For clarity, the tenderers 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 Kenya**

Kenya		(Group A and B Tenders) Currencies in accordance with ITT 15						Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Lot N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination	Cost of local labor, raw materials and components from within origin in Kenya % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 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 tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* Date *[insert date]*

**Price and Completion Schedule - Related Services**

Currencies in accordance with ITT 15					Date: _____	
					ITT	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 Kenya 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 Tender Price	

Name of tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* Date *[insert date]*

**FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**

**Beneficiary:** \_\_\_\_\_

**Request for Tenders No:**

\_\_\_\_\_  
**Date:** \_\_\_\_\_

**TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

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

\_\_\_\_\_  
*[signature(s)]*

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

**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[Date]*

\_\_\_\_\_  
*[Signature of the Guarantor]*

\_\_\_\_\_  
*[Witness]*

\_\_\_\_\_  
*[Seal]*

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

**FORM OF TENDER-SECURING DECLARATION**

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

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

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

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

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

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

Signed:.....

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

Name: .....

Duly authorized to sign the bid for and on behalf of: .....*[insert complete name of Tenderer]*. Dated on ..... day of..... *[Insert date of signing]*.

Seal or stamp.

**MANUFACTURER’S AUTHORIZATION FORM**

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

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

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

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

To: ..... *[Insert complete name of Procuring Entity] WHEREAS*

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

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

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

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

Title:..... *[Insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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## **PART 2: SUPPLY REQUIREMENTS**

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**Section V - Schedule of Requirements and Prices**

<b>Lot №</b>	<b>Item Description</b>	<b>UoM</b>	<b>Minimum Quantity</b>	<b>Unit Price (KShs)</b>	<b>Total Price (KShs)</b>
1	GAS BOOSTER BLOWER FAN 1500M3/HR	Nos			
2	BACK PLATE (HILGE HYGIA NMI)	Nos			
3	IMPELLER 145 X 9 (HILGE HYGIA NM )	Nos			
4	ASSEMBLY PIECE 1.1 KW 80 (H.H NMI)	Nos			
5	NEW MECHANICAL SEAL FOR ROBUSHI ROTARY VACUUM PUMP MODEL:RVF 21/80-06	Nos			
6	FABRICATED MECH- SEAL ROBUSHI FOR ROTARY VACUUM PUMP MODEL:RVS 21/80-06	Nos			
7	EBI MECHANICAL SEAL TYPE P129 DIN 035MM	Nos			
8	STATIONERY PART OF SEAL 35MM	Nos			
9	ROTARY PART OF MECH SEAL SIZE 35MM	Nos			
10	VITON 'O' RING OF MECH SEAL SIZE35MM	Nos			
11	SS WASHER OF MECH SEAL SIZE 35MM	Nos			
12	SPRING OF MECH SEAL SIZE 35MM	Nos			
13	O RING SET FOR MECHANICAL SEAL	Sets			
14	MECH. SEALS 123219 KIV 03(H.H NMI)	Nos			
15	STATIONERY PART OF MECH SEAL SIZE 19MM	Nos			
16	ROTARY PART OF MECH SEAL SIZE 19MM	Nos			
17	VITON 'O' RING OF MECH SEAL SIZE 19MM	Nos			
18	SS WASHER OF MECH SEAL SIZE 19MM	Nos			
19	SPRING OF MECH SEAL SIZE 19MM	Nos			
20	MECH. SEAL 123219 AEV(H.H NMI)	Nos			
21	COMPLETE MECHANICAL SEAL 19MM	Nos			
22	COMPLETE MECHANICAL SEAL 28MM	Nos			
23	COMPLETE MECHANICAL SEAL 35MM	Nos			
24	QUICK LOCKING DEVICES FOR NMI	Nos			
25	Mechanical Seal for Hydro Prokav Progressive Cavity Pump KXFCC 45 1B SF 5R	Nos			
26	MECHANICAL SEAL FOR PUMP MODEL ZP6355,H=10,HP=7.5,Q=68MQ/H,SR=033 FOR ZEUTECH PUMP	Nos			
27	STATIONERY FOR PUMP MODEL ZP 6355[ZEUTECH]	Nos			
28	ROTARY FOR PUMP MODEL ZP6355[ZEUTECH]	Nos			
29	O-RING FOR PUMP MODEL ZP6355[ZEUTECH]	Nos			
30	SS SPRING FOR PUMP MODEL ZP6355 [ZEUTECH]	Nos			
31	Complete Mechanical seal for vacuum pump FTM-15 (Fine tech)	Nos			
32	Complete Mechanical seal for Zeutech pump model 622, 3 hp, 15 mwc head, 15 m3/h discharge	Nos			
33	STATIONERY PART OF MECH SEAL for Zeutech pump model 622, 3 hp, 15 mwc head, 15 m3/h discharge	Nos			
34	ROTARY PART OF MECH SEAL for Zeutech pump model 622, 3 hp, 15 mwc head, 15 m3/h discharge	Nos			
35	VITON 'O' RING OF MECH SEAL for Zeutech pump model 622, 3 hp, 15 mwc head, 15 m3/h discharge	Nos			
36	SPRING OF MECH SEAL for Zeutech pump model	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
	622, 3 hp, 15 mwc head, 15 m3/h discharge				
37	MECHANICAL SEAL COMPLETE FOR CENTRIFUGAL PUMP, TYPE: INOXPA, MODEL: S-26E, S/NO: 1163863A, K.W : 5.5, RPM: 3000	Nos			
38	STATIONERY FOR INOXPA-MODEL-S-26E	Nos			
39	ROTARY FOR INOXPA MODEL-S-26E	Nos			
40	O-RING FOR INOXPA MODEL-S-26E	Nos			
41	SS SPRING FOR INOXPA MODEL-S-26E	Nos			
42	SINGLE AGITATOR MECHANICAL SEAL TYPE RD80 SEAL SIZE; 90 MOC: CAR/SIC/VIT/SSQ EUPT.: FLUIDYME	Nos			
43	SINGLE MECHANICAL SEAL TYPE RS30 SEAL SIZE: 35MM MOC: CAR/SIC/PTFE/SS316 PUMP MAKE: JOHNSON CCR GROUP 1	Nos			
44	SINGLE MECHANICAL SEAL TYPE NM32G SIZE: 18.5 MOC: SIC/SIC/VIT/SS	Nos			
45	DOUBLE MECHANICAL SEAL TYPE: RB10 EA560 SIZE: 50MM MOC: IB SIC/SIC/VIT/SS MOC: OB CAR/CER/VIT/SS	Nos			
46	Centrifugal Booster Pump c/w Matching Motor.	Nos			
47	U20 R Mechanical Seal C/SIC/EPDM FDA 40 MODEL INOXPA	Nos			
48	DOUBLE MECHANICAL SEAL FOR CNP SUBMERSIBLE AERATOR TYRE AR522-100	Nos			
49	SINGLE AGITATOR MECHANICAL SEAL TYPE RD80 84842000	Nos			
50	MECH SEAL FOR BOILER FEED WATER PUMP. MODEL-DI-N32-12 SQQE. SQQE CODE FOR SHAFT SEAL.	Nos			
51	""PROCESS WATER PUMP: DISCHARGE-100M3/HR, HEAD- 55M"	Nos			
52	ASSY.PIECE 11.0KW(HILGE HYGIA NMII)	Nos			
53	ORING FOR HSE 242X6(H.H. NMII)	Nos			
54	VITON FOR RINGSET 123228BBV SET II V	Sets			
55	MECHANICAL SEAL 123228 -KIVO3.	Nos			
56	STATIONERY PART OF SEAL MECH 28MM	Nos			
57	ROTARY PART OF MECH SEAL SIZE 28MM	Nos			
58	VITON 'O' RING OF MECH SEAL SIZE 28MM	Nos			
59	SS WASHER OF MECH SEAL SIZE 28MM	Nos			
60	SPRING OF MECH SEAL SIZE 28MM	Nos			
61	MECH. SEAL 123228 AEV(HH. NMII)	Nos			
62	BURGMAN MECHANICAL SEAL MODEL M7N/43G13SBVG	Nos			
63	MECHANICAL SEAL FOR PUMP SUNTEC MODEL T4C - 10	Nos			
64	QUICK LOCKING DEVICES(NMII H.H)	Nos			
65	PROCESS PUMPS HYGIA NMII/60A RM2945	Nos			
66	PROCESS PUMP HYGIA NMII/10C RPM1435	Nos			
67	PROCESS PUMP HYGIA NMII/10C RPM2890	Nos			
68	BARE PUMP 1K, 1.5 X 1-6, BARE PUMP WITH MECHANICAL SEAL FSL TC /CAR WITH CS & PLAN 51	Nos			
69	IMPELERS FOR HILGE PUMP TY. HYGIA	Nos			
70	IMPELER FOR HILGE PMP NMT/10C R1435	Nos			
71	IMPELER FOR HILGE PMP NMT/40A R2890	Nos			
72	IMPELER FOR HILGE PMP NMT/30A R2875	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
73	ALLWEILLER PUMP SSBP 100.1-6M? HR PD-4BAR SPE	Sets			
74	MECH SEAL FOR BOILER FEED HZO PUMP TYPE.CR32-12,MODEL;A961 22029 P11126	Nos			
75	Mech'l Seal for microfinish pump Mark3,Model:1k.1.5x1-6 serial No.41000,Mech.seal FSL PTO TC/CAR CS	Nos			
76	MECHANICAL SEAL SHAFT DIA 70MM FOR VACCUM PUMP MODEL XL80/5	Nos			
77	MECHANICAL SEAL FOR PUMP TYPE; CRN15-02-A-FGJ-G-V-HQQV,PUMP MODEL;A96501868P11037	Nos			
78	PEDROLLO PKm60 0.37kW PUMP	Nos			
79	O RING 120X3 ALL.VN32-200)	Nos			
80	UPPER MECH. SEAL PT NO.24 WITH VITON O RING	Nos			
81	OILSIGHT GLASS P/NO25A(ALL.VN32-200	Nos			
82	EXTERNAL CIRCLIP PT NO 26-34MM	Nos			
83	LOWER MECH. SEALS PT NO 30 WITH VITON O RING	Nos			
84	MECHANICAL SEAL BURGMANN M37G/32Q12Q1VGG	Nos			
85	ORING 44X3+34X3(ALL. VN32-200)	Nos			
86	STUB SHAFT 220.1	Nos			
87	Chevron packing for PEC make pump model MPT 20/25_	Nos			
88	8" SPRING INSIDE CALIPER	Nos			
89	IMPELLER(ALL. CENTR.PUMPS	Nos			
90	REPLACEMENT ROTOR FOE THE PUMP ABOVE	Nos			
91	PROCESS PUMP HYGIA NMII/10C RPM2875	Nos			
92	ROTOR FOR PUMP MODEL SSBP 100.10 - 6M3/HR	Nos			
93	STUB SHAFT(ALL.CENT PUMPS)	Nos			
94	IMPELLER(ALL.CENTR. PUMPS)	Nos			
95	100 PRINT HEAD 16 DOT	Nos			
96	WATER BASED NOZZLE PLATE TWIN PART NO.NP16-WB38	Nos			
97	SHAFT SEAL FOR VERTICAL MULTISTAGE CENTRIFUGAL PUMP	Nos			
98	SHAFT SEAL FOR MULTISTAGE PUMP	Nos			
99	STUB SHAFT(ALL.CENTR. PUMPS)	Nos			
100	STUB SHAFT220.1(NBI50-200)	Nos			
101	IMP.(ALL.CENTR. PUMPS)	Nos			
102	IMPELLER(ALL.CENTRI. PUMPS)	Nos			
103	IMPELLER PART NO. 15100 FOR KIRLOSKAR SHM 100/26 HORIZONTAL NON-CLOG PUMP	Nos			
104	STUB SHAFT(ALL.CENTRI PUMPS)	Nos			
105	IMPELLER(SET)ALL.CENTRI. PUMPS)IMPELLER(SET)A	Nos			
106	""IMPELLER FOR SIHI PUMP.MODEL-LPHX 45316AB,SR NO .D"	Nos			
107	IMPELLER FOR SIHI PUMP.MODEL -LPHX 45316AB SR NO D	Nos			
108	IMPELLER(ALL.CENTRI. PUMPS)	Nos			
109	STUBS SHAFTS(ALL.CENTRI. PUMPS)	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
110	IMPELLER(ALL.CENTRI. PUMPS)	Nos			
111	MECHANICAL SEAL 24MM	Nos			
112	MECH. SEAL 30MM SPARE FOR ALLWEILLER CENTRIFUGAL P	Nos			
113	FUEL OIL SUCTION PUMP	Nos			
114	BOILER FEEDWATER PUMP TECHNICAL SPECIFICATION DI-DIN-32-12 Vertical multistage centrifugal pump	Nos			
115	IMPELLERSL25-3(ALL.CENTRI.PU	Nos			
116	DAYLIFF MODEL DE 65/20 END SUCTION CENTRIFUGAL PUMP IMPELLER SIZE 214	Nos			
117	DAYLIFF MODEL DE 32/20 END SUNCTION CENTRIFUGAL PUMP IMPELLER SIZE 214MM	Nos			
118	DAYLIFF MODEL DE 50/20 END SUCTION CENTRIFUGAL PUMP IMPELLER SIZE 214	Nos			
119	DAYLIFF MODEL DE 80/20 END SUCTION CENTRIFUGAL PUMP IMPELLER SIZE 214	Nos			
120	SLEEVE PT.NO.524(ALL.CENTRI.PUMPS)	Nos			
121	SHAFT118(ALLWEILLER PUMPS)	Nos			
122	Fuel Oil Suction pump model SUNTECH T4C-X07 .	Nos			
123	MECH.SEAL HSE214 SEP380.1(ALL.PUMP)	Nos			
124	MECH.SEAL HSE COVER215 SNP380.1	Nos			
125	ORING-SNP380.1(218) (ALL. PUMP)	Nos			
126	COUPLING ROD PIN 301	Nos			
127	COUPLING ROD BUSH 302	Nos			
128	YOKE BUSH SEP 380.1(ALL. PUMP)	Nos			
129	RETAINING SLEEVES 30	Nos			
130	COUPLING RODS 307SNP 380.1	Nos			
131	COVER SLEEVES SEP380.1	Nos			
132	ROTOR 401	Nos			
133	STATORS SNP 380.1(402)	Nos			
134	DRIVE SHAFT 118	Nos			
135	GLAND CAST IRON 203	Nos			
136	SHAFT SLEEVES 205	Nos			
137	SHAFT SLEEVES 206	Nos			
138	FLUSHING ROD(ALL. PUMP)	Nos			
139	COUPLING ROD BUSH 302	Nos			
140	YORK BUSH 303	Nos			
141	RETAINING SLEEVES 304	Nos			
142	RETAINING SLEEVES 304	Nos			
143	COVER SLEEVES 308	Nos			
144	ROTOR 401	Nos			
145	STATOR 402	Nos			
146	MECH. SEAL HOUSING PNO. 214	Nos			
147	COUPLING ROD BUSH P NO.302 FOR ALLWEILLER PUM	Nos			
148	RETAINING SLEEVES PT NO. 304	Nos			
149	CLAMPING BANDS P NO. 306	Nos			
150	COUPLING ROD PT NO 307	Nos			
151	COVER SLEEVES P NO. 308	Nos			
152	ROTOR FOR ALLWEILLER SSBP MONO PUMP MODEL SNP.3802-HIRI-F22-NH4003 958008001/2 PUMP CAPACITY 14.5M	Nos			
153	STATORS FOR ALLWEILER PUMP S/N; SS BP 100.1 00K22-NN-AN-A-Nr;958008003/2 JAHR 04P0062	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
154	REPLACEMENT NEOPRENE STATOR FOR ALLWEILER PUM	Nos			
155	STATOR	Nos			
156	STUFFING BOX PRESSURE RING 35/80	Nos			
157	WEARING RING 130/145	Nos			
158	IMPELLER PART NO. 230	Nos			
159	BRASS IMPELLER FOR KSB PUMP TYPE-40--200	Nos			
161	MECHANICAL SEAL FOR KSB MONOPUMP MODEL GETEC N80-5	Nos			
162	FUEL OIL GEAR, PUMP, MODEL HG100	Nos			
163	STUFFING BOX PRESSURE RING25/62C117	Nos			
164	WEARING RINGS	Nos			
165	CAST IRON IMPELLERS FOR KIRLOSKAR PMP (DB 80/20)	Nos			
166	WATER SLINGER PART NO.6	Nos			
167	INTER.RUBBER(PNO.354)JOHNSTONE PUM	Nos			
168	AIR COMPRESSOR COUPLING[ATLAS COPCO]	Nos			
169	INTER.RUBBER(PNO.354)JOHNSTONE PUM	Nos			
170	COUPLING ROD P/N.18	Nos			
171	COUPLING ROD BUSH NO.21V	Nos			
172	COUPLING ROD PINS(ROTO PUMP RN 80)	Nos			
173	ORINGS FOR PUMP HOUSING P/N33	Nos			
174	MECHANICAL SEALS FOR GRANDFOS PUMP - CR 30 .	Nos			
175	COUPLING ROD	Nos			
176	CAUSTIC SODA MIXING TANK	Nos			
177	FELTRING(RN/TN/30PART NO.38RP.RN30)	Nos			
178	PIN RETAINER SLEEVE PTN 24	Nos			
179	BOOT SEAL PART NO 33	Nos			
180	COUPLING ROD PIN PART NO 21	Nos			
181	COUPLING ROD BUSH	Nos			
182	COUPLING ROD PART NO 20	Nos			
183	ROTOR PART NO 19	Nos			
184	BOOT SEAL RETAINER PART 26	Nos			
185	'O' RING PART NO 31	Nos			
186	STATOR PART NO 23	Nos			
187	'O' RING FOR P.R.S	Nos			
188	STATOR-ROTOR-MAINTENENCE KIT FOR HYDRO PROKAV PUMP.	Sets			
189	PUMP STATOR Model : MXFCC45 1B SF 5R	Nos			
190	PIN RETAINER SLEEVE 24 RNAA-101	Nos			
191	BOOT SEAL (R) RNAA 101 R 3 CD 3 D	Nos			
192	COUPLING ROD PIN PART NO 21	Nos			
193	COUPLING ROD BUSHPART NO 22	Nos			
194	COUPLING ROD PART NO 22	Nos			
195	ROTOR PART NO 19	Nos			
196	BOOT SEAL RETAINER PART NO 26	Nos			
197	O RING PART NO 31	Nos			
198	STATOR (NITRILE BLACK) (RNAA-101-R3-CD3D)	Nos			
199	O' RING PART NO 32	Nos			
200	O RING SIZE 154 X 3MM	Nos			
201	O RING SIZE 127 X 3MM	Nos			
202	O RING SIZE 85 X 3MM	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
203	COUPLING SHAFT PART NO.220 FOR RISANSI PUMP	Nos			
204	COUPLING ROD PART NO.227 FOR RISANSI PUMP	Nos			
205	PIN PART NO.231 FOR RISANSI PUMP	Nos			
206	SEAL RING PART NO.232 FOR RISANSI PUMP	Nos			
207	SLEEVE RING PART NO.233 FOR RISANSI PUMP	Nos			
208	BOOT SEAL PART NO.235 FOR RISANSI PUMP	Nos			
209	Bearing Housing .....Part no: 2315-3131-050	Nos			
210	PUMP STATOR FOR ROTO PUMP RMA582R2CD3D	Nos			
211	Neck bearing bridge ...Part no: 0008-6506-050	Nos			
212	Neck bearing pressure ring .....Part no: 008-6507-280	Nos			
213	Bearings BRACKET -5011	Nos			
214	Bearings HOUSING-5012	Nos			
215	Bearings COVER	Nos			
216	Suction pipe ..... Part no: 3266-3422-000	Nos			
217	DEFOAMER PUMP COMPLETE WITH MOTOR	Nos			
218	OFF THERMOCUOPLE	Nos			
219	O RINGS-88	Nos			
220	COMPLETE UNION 50MM DIA. PLUS SOCKET NUTS PVC CLSD	Nos			
221	ELBOW 50MM DIAMETER CLASS D	Nos			
222	PVC PIPES 50MM DIAMETER CLSS D	Nos			
223	ROTAMETER TYPE SR 40. 198.801.330 GEORGE FISHER	Nos			
224	PVC UNION 50MM DIAMETER CLASS D	Nos			
225	ALLUMINIUM IMPELLER 300MM	Nos			
226	SHAFT PT. 200	Nos			
227	GLAND NUTS PT.6	Nos			
228	GLAND FOLLOWERS PT.7	Nos			
229	SHAFT PT.9	Nos			
230	Bearings BRACKET PT38	Nos			
231	Bearings COVER PT.39	Nos			
232	Bearings C/W SLEEVES PT.40	Nos			
233	Bearings BRACKET PT.48	Nos			
234	Bearings COVER PT 49	Nos			
235	UPPER MECHANICAL SEAL MAKE FLYGT	Nos			
236	LOWER MECHANICAL SEAL MAKE FLYGT	Nos			
237	BUSH PT.NO.20/044149.165	Nos			
238	DRIVE ASSEMBLY NO.3145-3300-270	Nos			
239	SPINDLE ITEM NO 151 N FIG 14/2	Nos			
240	SUCTION PIPE FOR SPINDLE ASSEMBLY	Nos			
241	STAINLESS STEEL WEAR INSERTS PART.3145-6453-030 FIG.282.CLARIFIERS SEPARATOR MACHINE NO SB 60-06-177	Nos			
242	NECK Bearings SPRINGS ITEM 162C	Nos			
243	DRIER FAN FBCTD	Nos			
244	DRIER FAN FBCTD T22/88	Nos			
245	FAN COMPLETE WITH MOTOR STAND AND BLADE OF 250MM,220 - 240 VAC ,50/60Hz, 25/115W , 1300- 1600 RPM	Nos			
246	CLARIFIER GASKET 144.2/5.7 0007-2019-750	Nos			
247	CLARIFIER GASKET 0007-2475-760-L2 THIN	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
	536/560				
248	CLARIFIER RING 3145-6469-120 MODEL SB 60-06-177	Nos			
249	GASKET 17.3/2.4 - 0007-2924-750. FIG 255	Nos			
250	""CLARIFIER GASKET 90/10,- 0007-2600-750 FG.252"	Nos			
251	GASKET 0007-2474-760P SQUARE TYPE	Nos			
252	GASKET 561/570*4.9.0007-2805-850.	Nos			
253	CLERIFIER GASKET 160/6 PT NO.0007-2064-750.FG.262.	Nos			
254	GASKET 491/515*12 007-2474-750.F260	Nos			
255	CLARIFIER GASKET P/NO 0007-2380-850 SIZE 60/75 X 7	Nos			
256	GASKET PART NO 007-2468-760	Nos			
257	GASKET 512/512*4.9 0007-2804-850.	Nos			
258	GASKET 560/4. 0007-2547-750.FG.266. CLERIFIER MACH	Nos			
259	CLERIF. GASKET.8/13*3.0007-2276-750	Nos			
260	GASKET 13/18*1.5 0004-5273-720.	Nos			
261	CLARIFIERS GASKET PT. 0007-2474-760 491/515X12 DI	Nos			
262	RUBBER CUSHION 0021-3020-750	Nos			
263	SLIDING PISTON PART NO. 3145-6500-L FOR CLARIFIER MACHINE MODEL SB 60-06-177 SERIAL NO. 1661181.	Nos			
264	GASKET0007-1887-910P/NO.272	Nos			
265	GASKET[PART NO.0007-3328-850] FOR WESTFALIA CLARIFIER MODEL SC-70-06-777	Nos			
266	GASKET 50.2/3 0007-2927-750.FG.281C	Nos			
267	CYL.BRUSH 0003-4544-960 10X40X160	Nos			
268	0007-2944-750 Gasket 140x3FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
269	GASKET 508.5X14.7 0007-3319-840 CLARIFIER MODEL;SC70-06-777	Nos			
270	GASKET 530-557.6X18-0007-1887-910 A7 FOR CLARIFIER SB 60-06-177	Nos			
271	0004-5179-750 CLERIFIER GASKET 175.5/207.5X2	Nos			
272	ANGULAR WRENCH/ 0003-4004-000	Nos			
273	JACK FOR DISTRIBUTER(LIFTING DEVICE) 3185-9970-020	Nos			
274	0003-4196-030 WRENCH FOR SPINDLE SCREW (SOCKET)	Nos			
275	0003-4175-030 WRENCH FOR SPINDLE SCREW (SOCKET)	Nos			
276	0003-0355-000 ANNULAR WRENCH FOR LOCKING BOWL	Nos			
277	3262-9930-000 JACK/ COMP. FOR BOWL TOP	Nos			
278	LIFTING DEVICE CPL 3145-9960-020	Nos			
279	3183-9829-020 THREADED BOLT	Nos			
280	2237-9930-000 JACK COMP	Nos			
281	3220-9820-000 DISC COMPRESSING DEVICE COMPL	Sets			
282	3159-9838-000 SPINDLE FOR BOWL COMPLETE	Nos			
283	0003-0065-030 LITER	Nos			
284	0984-9862-000 LIFTING DEVOCE FOR SPINDLE.	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
285	0003-4297-110 SINGLE ENDED ANNULAR WRENCH FOR COMP	Nos			
286	MALLET 0003 - 0644 - 300	Nos			
287	0007-2542-750 CLARIFIER GASKET 496/4 FG 258B	Nos			
288	0007-2564-750 CLARIFIER GASKET 170/3	Nos			
289	0004-5041-740 CLARIFIER GASKET 48/57/1	Nos			
290	0007-2163-750 CLARIFIER GASKET 63/75X6	Nos			
291	SPINDLE SCREW PART NO. 0019- 0711- 360 FOR CLARIFIER MODEL NO. SC 70-06-777	Nos			
292	NOZZLE 2.0 PART NO. 3289-6709-010 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
293	GASKET 527X533X7.8 PART NO 0007-3327-850 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
294	GASKET 506.86 X 7 PART NO 0007- 3372-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
295	GASKET 473x479x7.8 PART NO. 0007-3325-850 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
296	GASKET 456.06x7 PART NO.0007-3371-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
297	GASKET 500x506x7.8 PART NO 0007-3326-850 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
298	GASKET 481.46x7 PART NO 0007-3318-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
299	GASKET 456.06x470.06x7 PART NO 0007-3331-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
300	GASKET 380.37x 5.33 PART NO 0007-3317-760 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
301	GASKET 168 x 174 x 7.8 PART NO 0007-3324-850 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
302	GASKET 151.77x7 PART NO 0007-3370-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
303	GASKET 558 x 564 x 7.8 PART NO. 0007-3328-850 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
304	GASKET 532.26 x 7 PART NO. 0007-3321-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
305	GASKET 23x3 PART NO. 0007-2501-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
306	GASKET 508.5 x 14.7 PART NO 0007-3319-840 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
307	GASKET 530 x 5 PART NO. 0007 x 2200 x 750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
308	GASKET 150 x 4 PART NO. 0007 - 2941 - 750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
309	GASKET 192x3 PART NO 0007-2766-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
310	GASKET 155x4 PART NO. 0007-2942-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
311	GASKET 186x 4 PART NO. 0007-3244-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
312	GASKET 278.77 x 289,43x5.33 PART NO 0007-3397-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
313	WEAR INSERT PART NO. 3289-6453-000 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
314	GASKET 65 x 3 PART NO. 007-1757-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
315	GASKET 60x3.5 PART NO. 0007-2052-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
316	GASKET 74 x 3 PART NO. 0007-2868-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
317	GASKET 45x4 PART NO. 0007-1905-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
318	GASKET 40x2.5 PART NO. 0007-2616-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
319	GASKET 39.2 x 3 PART NO. 0007-2617-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
320	GASKET DIN 11851 G65 PART NO. 0007-2212-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
321	GASKET 80 x 3.5 PART NO. 0007-1988-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
322	GASKET 170 x 3 PART NO. 0007-2564-750 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
323	GASKET 537.5x7.5 PART NO. 0007-3320-840 FOR CLARIFIER MODEL ;SC 70-06-777	Nos			
324	SET SCREWS PART NO 0019-3906-400 FOR CLARIFIER 2 MODEL : SC 70-06-777	Nos			
325	WASHER DIN 125 PART NO. 0026-1335-400 FOR CLARIFIER 2 MODEL: SC 70-06-777	Nos			
326	HEX HEAD SCREW PART NO. 0019-6971-400 FOR CLARIFIER 2 MODEL; SC 70-06-777	Nos			
327	WASHERS PART NO. 0026-1371-400 FOR CLARIFIER MODEL . SC. 70-06-777	Nos			
328	BEND DIN 11852 BB-90-65 FOR CLARIFIER MODEL SC 70-06-777	Nos			
329	OOKHAX KIT PT NO 345016 FOR GRUNDFOSS CR 30	Nos			
330	REPAIR KIT P/NO 345016	Nos			
331	INTERCHEMBER P/NO 345002	Nos			
332	BOTTOM Bearings P/NO 345005	Nos			
333	SEAL RING P/NO 345029	Nos			
334	BEARING BUSH P/NO 340265	Nos			
335	SPLIT CORE P/NO 340023	Nos			
336	SPLIT CONE P/NO 340024 CR 30	Nos			
337	IMPELLER WEAR RING P/NO 340029 CR 30	Nos			
338	SHAFT (11) STAGES P/NO 346011	Nos			
339	TOP PIECE P/NO 345034	Nos			
340	INTER BEARING P/NO 340072	Nos			
341	MECHANICAL SEAL P/NO 345122	Nos			
342	REPAIR KIT P/NO 345016	Nos			
343	UPPER Bearings P/NO 345004	Nos			
344	BOTTOM Bearings	Nos			
345	SEAL RING P/NO 34502	Nos			
346	INTER Bearings P/NO 340033 FOR GRANDFOS PUMP C	Nos			
347	MECHANICAL SEAL FOR GRUNDFOS PUMP TYPE CR 30-30 A-F-K-BBUE MODEL : B34520003P39825	Nos			
348	GRUNDFOS CR4-120 A.A.MECHANIC'SEALGRUNDFOS CR4-120	Nos			
349	CR PART ALTERNATIVE MECH SEAL FOR GRUNDFOS PUMP CR5-16 A-FGJ-A-E-HUBE, MODEL;A96448733P10142	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
350	Bearings CHAMBER 345118	Nos			
351	IMPELLER CYLINDRICAL 345117 CR 30 450151.9041	Nos			
352	DIFFUSER CHEMBER PT.NO 50A	Nos			
353	SPLINED SHAFT PT.NO. 51	Nos			
354	IMPELLER PT. NO. 49	Nos			
355	SPACER PT. NO 64	Nos			
356	INTERMEDIATE CHAMBER ASSEMBLY PT. NO. 4	Nos			
357	SHORT SPACERS PT. NO 64A	Nos			
358	SECOND INTERMEDIATE CHEMBER ASSEMBLY PT.NO. 4	Nos			
359	SHORT SPACER PT. NO. 47A	Nos			
360	SPACER PT. NO. 64C	Nos			
361	BUSH RETAINER WASHERS PT. NO. 66	Nos			
362	LOCK NUT PT. NO. 67	Nos			
363	BOTTOM CHAMBER ASSEMBLY PT. NO. 5A	Nos			
364	SHAFT SEAL PT NO 985922 FOR GRUNDFOSS	Nos			
365	O RING PT NO 96408403 FOR GRUNDFOSS PUMP	Nos			
366	O RING PT NO 96408403 FOR GRUNDFOSS PUMP	Nos			
367	SHAFT OR 32-2 PT NO 290176 FOR GRUNDFOSS PUMP	Nos			
368	TOP INTERMEDIATE COMPLETE PT NO 290083	Nos			
369	TOP INTERMEDIATE COMPLETE PT NO 2900	Nos			
370	CHAMBER STACK CR 32-12 GRUNDFOSS	Nos			
371	SPLIT CONE NUT PT NO 370098 CR 30	Nos			
372	SPLIT CONE PT NO 370019	Nos			
373	IMPELLER PT NO 290045 FOR GRUNDFOSS PUMP	Nos			
374	NECK RING RETAINER PT NO 290009 FOR GRUNDFOSS PUMP	Nos			
375	INTERMEDIATE CHAMBER WITHBAGS PT NO 290386	Nos			
376	BEARING RINGS 3700 FOR GRUNDFOSS PUMP23	Nos			
377	GRUNDFOSS BUSH PT NO 370024	Nos			
378	TOP INTERMEDIATE COMPLETE PT NO 290083 FOR GRUNDFO	Nos			
379	NECK RING COMPLETE PTNO290385	Nos			
380	NECK RING PT NO 29009	Nos			
381	INTERMEDIATE CHAMBER PT NO 290385 FOR GRUNDFOSS CR	Nos			
382	PUMP SHAFT (ROUND) FOR GRAND FOS PUMP TYPE CR32-8A	Nos			
383	INTERMEDIATE CHAMBER COMPLETE FOR GRUNDFOS CR 4.	Nos			
384	INTERMEDIATE CHAMBER WITH BEARINGS FOR GRUNDFOS CR	Nos			
385	BOTTOM INTERMEDIATE CHAMBER (GRUNDFOS CR 4.)	Nos			
386	NECK RING (GRUNDFOS CR 4) PT. NO. 410038	Nos			
387	NECK RING[GRUNDFOS;CR4-120AFK.]PART NO; 410037	Nos			
388	NECK RING [GRUNDFOS;CR4-120 AFK.]PART	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
	NO;410038				
389	NECK RING RETAINER.(GRUNDFOS CR 4).	Nos			
390	FLOW METER ASSEMBLY PART 8021-2100-090 FLOW RATE 2	Nos			
391	INTERMEDIATE CHAMBER COMPLETE (GRUNDFOS CR 3)	Nos			
392	CHAMBER BOTTOM (GRUNDFOS CR 3).	Nos			
393	NECK RING (GRUNDFOS CR 3) PT. NO. 064	Nos			
394	NECK RING RETAINER (GRUNDFOS CR 3)	Nos			
395	IMPELLERS (GRUNDFOS CR 5-40 AAK	Nos			
396	IMPELLER[GRUNDFOS;CR4-120AFK] PART NO;415053.	Nos			
397	CHAMBER WITH BEARINGS RING.(GRUNDFOS CR 5-40 AAK)	Nos			
398	STAINLESS STEEL SPV WIRE MESH24X100	Nos			
399	RUBBER CUSHION	Nos			
400	RUBBER SHEET GASKET 3MM THICK ROLL 50KGS	KGS			
401	WORM WHEEL 3117-3487-10 PNO.21A	Nos			
402	DISC STACK COMPRESSIVE DEVICE COMPLETE	Nos			
403	WRENCH FOR SPINDLE NUT0003-4195-030	Nos			
404	GASKET 0007-2280-750 FOR HDA 50-06-006 SEPARATORS	Nos			
405	SEPARATOR GASKET PART NO 0007- 2280- 850	Nos			
406	GASKET 0007-2279-750	Nos			
407	CLARIFIER SIGHT GLASS 0001-0097-820CLARIFIER SIGHT	Nos			
408	""SEPARATOR GASKET. DN.7716, PT. 0007-2280-850- M3 4"	Nos			
409	W-FALIA SEPERATOR GASKET DIN11851-0007-2211-600	Nos			
410	GASKET 007-2289-750 -(40/50*6).	Nos			
411	BOTTOM Bearings ASSEMBLY NO.153A-P	Nos			
412	ABS SPRAYERS NO 3 GREEN C/W 6INCH SADDLES STRAPPIN	Nos			
413	WSTFALIA TY CYL.PRESSURE SPRING	Nos			
414	SIGHT GLASS PART NO 0001 - 0925 - 870 SPARES FOR GEA SEPARATOR HDC 50-06-076	Nos			
415	SPINDLE NUT 0013-3294-300	Nos			
416	SPINDLE P/NO. 2169-3420-000 FOR HDA 50-06-006	Nos			
417	GASKET 0004-5191-770 PNO.160	Nos			
418	RUBBER METAL CUSHION 0008-5533-000	Nos			
419	GASKET 0007-2925-750 FIG 36.2/3 FOR SEPAROTOR MODEL HDC 50-06-006	Nos			
420	CLUTCH SHOES 2313-3397L	Nos			
421	GASKET 0004-5771-910GASKET 0004-5771-910GASKE	Nos			
422	WORM WHEEL 2169-3440-000 FOR HDA 50-06-006 SEPARAT	Nos			
423	GASKET 004-5770-910	Nos			
424	WORM WHEEL SHAFT 3337 - 3400 - 010	Nos			
425	PLUG COMPLETE 1.0MM SEPARATOR TYRE HDA 50.06.006	Nos			
426	NOZZLE COMPLETE 1.2MM	Nos			
427	SEPARATOR NOZZLES 1.3MM PART NO. 3201 -	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
	6710 - 540 FOR HDC 50 - 06 - 076 SR .NO.1717571				
428	NOZZLE COMPLETE SIZE 1.4MM FOR SEPARATOR HDC3201 FOR HDC 50 - 06 - 076 S.NO. 1717571	Nos			
429	NOZZLE COMPLETE PART NO. SIZE 1.7MM	Nos			
430	NOZZLES1.3MM.0983-6710-L	Nos			
431	SEPERATOR GASKET 360X10 PART NO. 0007-2096-750	Nos			
432	NOZZLE COMPLETE PART NO. 3201-6710-590 SIZE 1.8MM	Nos			
433	DISC 3315-6663-030	Nos			
434	PIPES P/#3337-6700-WESTF SEPERA	Nos			
435	GASKET0007;2062;750	Nos			
436	NOZZLES FOR SEPERATOR 0.9MM	Nos			
437	ANNUALAR WRENCH 0003-4054-030	Nos			
438	""GSAKET 119 2/5,2 PT#0007-2062-750"	Nos			
439	DISCHARGE PIECE PT#3337-2285-000	Nos			
440	NOZZLES COMPLETE SZ 1.4MM	Nos			
441	ACID GASKET SHEET IN ROLLS OF 5FTX5FTX3MM	Nos			
442	WRENCH FOR SPINDLE NUT 4195-030	Nos			
443	DEVICE 33/37-9839-000	Nos			
444	WRENCH SCRAPPER 0003-3990-000	Nos			
445	Set of nozzle gauges....Part no....0003-0430-000....Dimensions 0.45-1.50	Nos			
446	Set of nozzle gauges....Part no....0003-0432-000....Dimensions 1.5-3.0.	Nos			
447	DISC 0018-4827-150	Nos			
448	DISC 0018-4837-100	Nos			
449	SLEEVES 0018-4827-060	Nos			
450	GASKETS 0018-4827-080	Nos			
451	DISC 0018-4827-050	Nos			
452	DISC 0018-4827-160	Nos			
453	PRODUCT ANGLE VALVE	Nos			
454	WATER PRESSURE REGULATOR	Nos			
455	GASKET-0018-4827-040	Nos			
456	RING SPANNER 0840-00	Nos			
457	ANGLE VALVE 0018-4828-400	Nos			
458	VALVE DISC-0018-4828-030	Nos			
459	COMPLETE VALVE ( CIP NOZZLES) PART NO. 3329-6280-050 FOR SEPARATOR HDC 50-06-076 SR NO. 1717571	Nos			
460	SPRING 0006-4288-300	Nos			
461	WASHER 0026-1877-300 PNO. 3	Nos			
462	PISTONS 33296276-020 PNO.5	Nos			
463	""GASKET ""O""RING FOR PIPE 7.5/2.5 PT .0007-2503-750"	Nos			
464	FLUID CLUTCH COMPLETE PART. 1166 - 3280 - 500 FOR SEPARATOR TYPE HDC 50- 06 - 076.SERIAL NO 1717574	Nos			
465	COMPLETE CENTRIFUGAL VALVE TYPE3329	Nos			
466	SEPERATOR GASKET 0007- 2029 - 750 .FIG 278	Nos			
467	SIGHT GLASS 010105-820	Nos			
468	GLASS FIBRE TAPE 60M(50MMW*3MMTA)	Nos			
469	SEMI-OVAL RINES 32MM	Nos			
470	SEMI OVAL RING 65MM	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
471	SEMI OVAL RING 80MM FOR CENTRIFUGAL	Nos			
472	FIXING PLATE P/N 3338-6470-0000	Nos			
473	COUNTER SUNK SCREW P/N 0019-2118-400	Nos			
474	GASKET P/NO. 0007-2926-750	Nos			
475	WASHER/DISK (FIXING PLATE) P/NO.3338-6687-090	Nos			
476	SET OF SEALS P/NO 0004-2072-120	Nos			
477	ANGULAR BEARING DIN628-7307 BECBM/6	Nos			
478	PENDULUM Bearings DIN 630 2308M/P	Nos			
479	GROOVED Bearings DIN 625-6213/C3	Nos			
480	WORM PTNO 3351-3423-000 IN FIG 16/2	Nos			
481	SEALING RING DIN3760-A90X110X12	Nos			
482	SEALING RING A50X68X10 0004-2982-750	Nos			
483	GROOVED BALL BEARING DIN625-6210GROOVED BALL	Nos			
484	WORM WHEEL SHAFT 3350-3400-000 HORIZONTAL	Nos			
485	WORM WHEEL ASSEMBLY 3351-3449-000	Nos			
486	ANGULAR CONTACT BEARING DIN 628-3210	Nos			
487	SEALING RING A45X65X8 0011-3210-470	Nos			
488	CAM RING PT.NO 3158-3282-000 FIG195	Nos			
489	VGROOVED BEARING DIN6GROOVED BEARING DIN6GRO	Nos			
490	GROVED BALL BEARING DIN625/6021M/CAGROVED BALL BEA	Nos			
491	SEALING RING 105X130 BAFSSEALING RING 105X130 BAFS	Nos			
492	SEALIN RING 90*110	Nos			
493	GASKET 140/3 PT.NO 0007-2944-830	Nos			
494	GASKET 140 X 3 0007 - 2944 - 750	Nos			
495	PACKING CORD 1MM/1400MM FIG 218	Nos			
496	SEPARATOR GASKET 75X3.5 P/NO 0007-2604-750	Nos			
497	SEPARATOR GASKETS 530/5 FIG 61 P/NO 0007-2200-750	Sets			
498	GASKET 530X5 0007-2200-750 CLARIFIER MODEL;SC70-06-777	Nos			
499	SEPARATOR PACKING CORD 8X8X200 P/NO 0004-2364-758.	MTRS			
500	SEPARATOR GASKET 62/72X5 FG 91.7 PT. 0007-2280-850	Nos			
501	SEPARATOR GASKET 56/68X6 FIG 73 P/NO 0007-2279-750	Nos			
502	SEPARATOR WASHER FIG 91.3 P/NO 0026-5758-300	Nos			
503	SEPARATOR SNAP RING FIG 91.4 P/NO 0026-5560-400	Nos			
504	SEPARATOR GASKET 50/62X6 FIG 77 P/NO 0007-2247-750	Nos			
505	SEPARATOR GASKET G50 DIN 1185180P/NO 0007-2211-600	Nos			
506	SPINDLE PART NO 3352-3410-030 FOR HDC SEPARATOR 50-06-076. SERIAL NO. 1712574	Nos			
507	NILOS GASKET 0004-1753-000	Nos			
508	SPINDLE CAP PART NO 0008-6501-600	Nos			
509	SLEEVE PART NO 0008-6504-390 SPARE FOR	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
	GEA WESTFALIA SEPARATOR HDC- 50 - 06-076				
510	NECK BEARING PRESSURE RING P/NO 0008-6507-360	Nos			
511	SET OF NECK BEARING SPRINGS P/NO 0006-4325-090 FOR SEPERATOR MACHINE TYPE HDC 50-06-076	Nos			
512	DISTANCE RING PART NO 0008-6509-070	Nos			
513	SHAFT SEALING RING PART NO 0004-2510-830	Nos			
514	BOTTOM BEARING PRESSURE HOUSING P/NO 0010-8012-020	Nos			
515	BOTTOM BEARING THREADED PIECE P/NO 0010-8002-040	Nos			
516	SPRING COLUMN PART NO 0006-4440-160	Nos			
517	BOTTOM BEARING PRESSURE PIECE P/NO 0010-8001-200	Nos			
518	SNAP RING PART NO 0026-2109-170	Nos			
519	BALL BEARING PROTECTION RING P/NO 0008-4008-020	Nos			
520	BALL BEARING PROTECTION RING P/NO 0008-4008-030	Nos			
521	SEALING RING A 50X68X10(0004-2982-750) SPARES FOR SEPARATOR HDC - 50 - 06- 076	Nos			
522	SEALING RING DIN 3760- A 45X65X8(0004-5566-750) SPARES FOR SEPARATOR HDC- 50-06-076	Nos			
523	G CLAMP PART NO. 3212-1150-000 FOR SEPARATOR MODEL	Nos			
524	BOTTOM BLIND PART NO 3351-6662-000	Nos			
525	DISC PART NO 3351-6663-000	Nos			
526	COMPENSATING DISC[BLIND DISC] PART NO 3337-6666-000	Nos			
527	SEPERATOR GASKET PART NO 0007-2211-600	Nos			
528	SEPARATORS GASKET PART NO 0007-2485-750 FG. 264	Nos			
529	GASKET PART NO 0007-2713-760	Nos			
530	GASKET PART NO 0007-2835-750	Nos			
531	GASKET PART NO 0007-2844-760	Nos			
532	SEPARATORS GASKET PART NO 0007-2889-750 FG. 252A	Nos			
533	SEPARATORS GASKET PART NO 0007-2505-750 FG. 252C	Nos			
534	SEPARATOR GASKET PT. 0007-2210-750 DIN 11851-G40	Nos			
535	SEPARATORS GASKET PT. 0007-2102-750 -10.5 X 18 X 5	Nos			
536	GASKET PART NO. 0004 - 5852 - 770 SPARE FOR SEPARATOR MODEL HDC 50-06-076	Nos			
537	GASKET PART NO. 0004-5851-770 SPARE FOR SEPARATOR MODEL HDC 50 - 06 - 076	Nos			
538	GASKET PART NO. 0007 - 2596 - 750 SPARE FOR SEPARATOR MODEL HDC . 50 - 06-076	Nos			
539	CUP SPRING PART NO. 0006-4398-300 SPARE FOR SEPARATOR MODEL HDC 50 - 06- 076	Nos			
540	GASKET PART NO. 0007 - 1958 - 750 SPARE FOR SEPARATOR MODEL HDC 50 -06 - 076	Nos			
541	GASKET PART NO. 0007 - 1996 - 750 SPARE FOR	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
	SEPARATOR MODEL HDC 50-06-076				
542	CONE CONNECTION PT. 0018-3898-400-DIN 11851-SD 50	Nos			
543	PRESS.GAUGE(SPARE FOR B.W.AIRCOMP.)	Nos			
544	SEPARATOR GASKET PART NO.0004-5762-780	Nos			
545	WATER ANGLE VALVE	Nos			
546	GASKET 203X3 0007-2560-750 CLARIFIER MODEL;SC70-06-777	Nos			
547	GASKET FOR SHAFT END 04.1101/7	Nos			
548	GASKET[GRUNDFOS;CR4-120 AFK.]PART NO;310320	Nos			
549	ARM SHAFT 04.12.12	Nos			
550	WORM WHEEL 04.12.19	Nos			
551	WASHERS 04.14.-10	Nos			
552	PRING 04-14-20	Nos			
553	WASHERS 04.-14-24	Nos			
554	SEPARATOR GASKET 62/72X5 FIG 71 P/NO 0007-2280-850	Nos			
555	SEALS 04-14-49/40	Nos			
556	SEALS 04-14-49/44	Nos			
557	BALL JOINT 04-14-49/51	Nos			
558	NOZZLES (FOR FILTRATION)	Nos			
559	NOZZLES	Nos			
560	CONVEYOR BELT 3 PLY (FOR R.V. FILTER 06F 0011)	Nos			
561	FILTER CANDLE PE-HD	Nos			
562	GEAR PNO. 420-600-57	Nos			
563	GEAR DRIVEN 420-600-58	Nos			
564	SHREDDING CYLINDER 6MM V4A 7	Nos			
565	SHREDDING CYLINDER 4MM V4A6600	Nos			
566	PINION SHAFT 42-000 710	Nos			
567	SHAFT 32702071	Nos			
568	WHEEL GEAR 327020.29	Nos			
569	FLEX SHAFT	Nos			
570	HEAVY DUTY NYLON MOULDED ZIP NO.8 WITH SLIDERS.	MTRS			
571	WHITE NYLON THREAD 2 PLY 100GM CYLINDRICAL	ROLLS			
572	""INFLATABLE AIR FILTER SEALING WALL THICKNESS 8MM,DIAMENSIONS OF THE HOLLOW CROSS SECTION 35MMX32MM.	Nos			
573	DOVE TAIL RUBBER GASKET FOR CART LIFTING FOR DRYER PTNO.WST300 PN 8618-100353	Nos			
574	STITCHING THREAD	rolls			
575	CARBIN HOOKS AB1-304	Nos			
576	LOCAL PRODUCT FILTER	Nos			
577	POLYTEHELENE PP 2713 1.95M WIDE	MTRS			
578	POLYPROPYLENE PP2763 1.95MX1000 FOR LOWER PART	MTRS			
579	CENTRAL FILTER SUPPORT	mts			
580	POLYESTER WHITE KHAKI 1.5M WIDE	MTRS			
581	WHITE SMOOTH NYLON CLOTH 1.5M X 10M LONG. WIDE	MTRS			
582	RUBBER PACKING COLLAR DS4 BO2	MTRS			
583	SIGHT GLASSES 2000X	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
584	S.S WOVEN WIRE CLOTH(ASI 316)S.S WOVEN WIRE CLOTH(	Nos			
585	STAINLESS STEEL STRAINER / SIEVE	Nos			
586	ROLLER ASSEMBLY	Nos			
587	DRIER AIR HEATER TUBE BANK G.I. MATERIAL	Nos			
588	ALLUMINIUM BIOGAS FAN DYNAMICALLY BAL. AT 300	Nos			
589	FABRICATION OF ALLUMINIUM FAN FOR ADY DRIERS WITH	Nos			
590	FABRICATION OF GAS CYLINDER CART (TROLLEY)	Nos			
591	AUTOMATIC DRAIN FOR AIR DRIER	Nos			
592	BLOTTING CLOTH	Nos			
593	PERFORATED SS PLATE SIZE 4X8X1/8 INCH HOLE SIZE 3	Nos			
594	STAINLESS STEEL SPW WIRE MESH24X110	MTRS			
595	SET OF TAPER TAPE M8X1.25MM[FOR ADY CART MESH].	Nos			
596	LIQUID RING VACUM PUMP	Nos			
597	GLASS COLUMN + FLOWMETER FOR DETERMINATION OF DEFO	Nos			
598	STUDS	Nos			
599	LP CUTOUT PRESET	Nos			
600	CRANK SHAFT PNO. 39	Nos			
601	PISTON RINGS PNO.41	Sets			
602	SPLIT PINS	Nos			
603	DOWEL PIN PNO. 54 NI	Nos			
604	CONDENSER FAVOR COOL AXIAL FAN MOTOR R09E 3030A-4M	Nos			
605	Supply, installation and commissioning of original Panasonic scroll compressor model C-SCP510H38B 50HZ 380-415V 3 PHASE FREON R410A OIL FV68S or equivalent	Nos			
606	CONDENSER FAN COMPLETE WITH MOTOR ,STAND AND FAN BLADE.	Nos			
607	REFRIGERATION COMPRESSOR 1.5 HP FREON 404, 240V,50HZ COMPLETE WITH STARTER KIT	Nos			
608	REFREGERATION COMPRESSOR SINGLE PHASE ½ HP R12	Nos			
609	REFEGRATION COMPRESSOR 1 3/4 HP R404A GAS MODEL NO. CAJ 9513Z SINGLE PHASE 250V 50Hz	Nos			
610	REFRIGERATION COMPRESSOR SINGLE PHASE 2 HP R 22	Nos			
611	REFREGERATION COMPRESSOR SINGLE PHASE 1½ HP R13	Nos			
612	""1 HP COMPRESSOR USING POLYOLESTER OIL, R 134A, 220-240V/50HZ	Nos			
613	COMPRESSURE OIL SWITCH (PRESSURE SWITCH) TYPE - MP	Nos			
614	CONDENSER FAN TYPE: YUCON - MODEL NO 5LB S/N 4028-	Nos			
615	COMPRESSOR SHAFT FOR BITZER MARK FIVE.	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
616	FRIDGE COMPRESSOR (1/4HP) A QUATER HP.	Nos			
617	VALVE KIT/PLATE FOR BITZER MARK V COMPRESSOR COMPLETE WITH GASKET PART NO 30405006	Nos			
618	FRIDGE FILTER DRIER	Nos			
619	COMPRESSOR SAFETY SWITHES HIGH/LOW PRESSURE SWITCH	Nos			
620	WET YEAST COOLER CONDENSING UNIT COMPLETE WITH 1 1/4HP R404A COMPRESSOR, CONDENSER AND MATCHING FAN	Nos			
621	FREON 134a[1/4HP] COMPRESSOR 220-250V 50HZ	Nos			
622	CARRIER UNIT GASKET OVERHAUL KIT	Sets			
623	""DANFOSS REFRIGERATION COMPRESSOR MODEL-SC21G/104G,"	Nos			
624	DANFOSS COMPRESSOR 1/4 X 134 GAS	Nos			
625	DANFOSS KPS 45, 0-40 BARS PRESSURE SWITCH	Nos			
626	1HP L 'UNITE HERMATIQUE CAJ4511 COMPRESSOR	Nos			
627	PRV J123 REGULATOR (100MM)	Nos			
628	CARRIER UNIT COMPRESSOR MODEL O6E6175 SERVICE VALVE GASKET[FIBER GASKET] 4 BOLT 2 1/2" SQUQRE-	Nos			
629	FILTER DRIER SIZE 3/8" FLARE FREON 404A / 22 (REP	Nos			
630	FLEXIBLE CORRUGATED PRIMARY AIR DUCT	Nos			
631	1 1/4HP L 'UNITE HERMATIQUE R404A GAS COMPRESSOR SINGLE PHASE 220-240V	Nos			
632	1.5 HP L 'UNITE HERMATIQUE R404 GAS COMPRESSOR SINGLE PHASE 220-240V	Nos			
633	WATER DISPENSER COMPRESSOR.POWER[HP]=1/9,CAPACITY=112 WATTS,VOLTAGE=220-240V,50HZ,FREON GAS=R134A	Nos			
634	Bearings BUSH(12/351-02-0009-50)	Nos			
635	L-UNITE HERMETIQUE COMPRESSOR CAJ 9513T[1 1/8HP].FREON 22 SINGLE PHASE, COMPLETE WITH ROTALOCK VALVE	Nos			
636	COMPRESSOR STARTER GUARD MODULE PATENT NO.--0P--12KA-010--EE FOR CARRIER MODEL 30HT-091-901-EE	Nos			
637	COMPRESSOR LOW BACK 01HP	Nos			
638	AIR CONDITIONING COMPRESSOR.COMPRESSOR TYPE;ROTARY,CAPACITY;20315 BTU/HR,DISPLACEMENT ;28.2CC/REV,	Nos			
639	CARRIER UNIT COMPRESSOR MODEL O6E6175 SERVICE VALVE GASKET[METALLIC GASKET] 4 BOLT 2 1/2" SQUQRE-	Nos			
640	AIR CONDITIONER COMPRESSOR 220 - 240V,50Hz,R410A,12000 BTU/H COOLING CAPACITY.	Nos			
641	CARRIER UNIT COMPRESSOR MODEL O6E6175 TERMINAL PLATE GASKET PART NO.6G45-	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
	1082				
642	1/6HP FREON 134A COMPRESSOR 220-250V 50HZ SINGLE PHASE	Nos			
643	carrier chilling unit Pro Dialog display part no. OP--12AS--020—EE.	Nos			
644	carrier chilling unit master module circuit board OP 12AS 001- MOTHER BOARD	Nos			
645	EXV CONTROL BOARD	Nos			
646	OPTION BOARD	Nos			
647	COMPRESSOR BOARD	Nos			
648	GASKET SET ITEM 101 PART NO. 372-800-06 FOR BITZER MK V	Nos			
649	BUSH BEARING FOR BITZER MK V	Nos			
650	BUSH BEARING NO 03 PART NO 311 104-04 FOR BITZER MK V	Nos			
651	BUSH BEARING NO.4 PART NO.311-104-03 FOR BITZER MK V MACHINE	Nos			
652	LOCK PLATE NO.47 PART NO 320-308-05 FOR BITZER MARK V MACHINE	Nos			
653	CYLINDER LINER-3510330150	Nos			
654	PISTONS ASSEMBLY-3510320150	Nos			
655	SHAFT SEAL ASSY 68/088-02-040-50	Nos			
656	PAPER FILTER ELEMENT	Nos			
657	DANFOSS SOLID CORE FILTER DRIER DCR 485-19217	Nos			
658	O RINGS	Nos			
659	""REGULATOR COMPONENT IC, DC-DC PART NO.MC33063API"	Nos			
660	FENNER COUPLING PADS SIZE 48X36X19MM	Nos			
661	CRANKCASE HEATER FOR CARRIER COMPRESSOR 06E5275600	Nos			
662	HEATING CARTRIDGE 220V	Nos			
663	THERMISTOR FOR CARRIER UNIT MODEL - 30 HT	Nos			
664	SHREDDER VALVE FOR CHARGING FREON	Nos			
665	HALOGEN LEAK DETECTOR MODEL MAJOR TECH	Nos			
666	SEAL KIT FOR BITZER V- SHAFT SEAL COMPLETE GASKET	Nos			
667	GASKET KIT FOR BITZER MARK V	Nos			
668	COMPRESSOR SIDE PULLEY AND 2 COTTER PIN BITZER V	Nos			
669	BITZER MARK V - COMPRESSOR PULLEY SHAFT	Nos			
670	BITZER MARK V COMPRESSOR GASKET SET	Nos			
671	BITZER COMPRESSOR CONNECTION ROD & PISTON COMPLETE	Nos			
672	BITZER MARK V COMPRESSOR ACCENTRIC KEY	Nos			
673	BITZER MARK V COMPRESSOR LOCKING PLAT	Nos			
674	BITZER MARK V COMPRESSOR LOCKING PLATE	Nos			
675	START/RUN CAPACITOR FOR 2HP COPELAND COMPRESSOR NO	Nos			
676	BITZER MARK V COMPRESSOR ECCENTRIC	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
	BLOCK SIZE 96 X				
677	SUPPLY,INSTALLATION & COMMISIONING OF COMPRESSOR FOR CARRIER UNIT C/W ACCESSORIES	Nos			
678	BITZER MARK V COMPRESSOR BEARING BUSH SIZE 34 X 30	Nos			
679	VCI REFRIGERATOR THERMOSTAT FOR SINGLE DOOR FRIDGE	Nos			
680	COTTER PIN FOR BITZER MARK V	Nos			
681	Waterproof temperature sensor probe with three core one-meter-long cable, temperature range	Nos			
682	3/8-inch flared filter drier	Nos			
683	FLEX.PIPE COMPR TO SEPERATOR P/NO	Nos			
684	AIR OIL ELEMENT SEPERATOR P/7	Nos			
685	FUN BLADE ASSEMBLY	Nos			
686	OIL FILTER ELEMENT	Nos			
687	PNEUMATIC VALVE 24/25	Nos			
688	DIAPHRAGM FOR SERVO CYL.E370/22	Nos			
689	ARMAFLEX INSULATING RUBBER FOAMED POLURETHANEL( 10 M BY 1M BY 25MM)	Nos			
690	SUNCTION RESISTANCE INDICATORS	Nos			
691	COUPLING	Nos			
692	RUBBER DISCS FOR COUPLING	Nos			
693	FILTER DRYER WITH FLAIR 3/8	Nos			
694	ORINGS FOR CONNECTING SEALS	Nos			
695	SKF HYDRAULIC JAW PULLER KIT TMHP 10E	Nos			
696	SKF BEARING FITTING TOOL KIT TMFT36	Nos			
697	WASTE VALVE F15/800/	Nos			
698	AUTOMATIC DRAIN 8055	Nos			
699	FABRICATION OF DRIER AIR HEATER TUB	Nos			
700	MICROFILTER ELEMENTMICROFILTER ELEMENT	Nos			
701	ORING H5 10/6	Nos			
702	ORING H5 10/8	Nos			
703	'O' RING 5MM THICK FOOD GRADE	Mtrs			
704	'O' RING 6MM IN A ROLL OF 100M FOR RVF	Mtrs			
705	'O' RING 7MM THICK FOOD GRADE	mts			
706	'O' RING 8MM THICK FOOD GRADE	Nos			
707	'O' RING 4MM THICK FOOD GRADE	Nos			
708	O-RING INTERNAL DIAMETER 160MM CROSS SECTION/THICKNESS 3MM	Nos			
709	O-RING INTERNAL DIAMETER 160MM CROSS SECTION/THICKNESS 4MM	Nos			
710	O-RING INTERNAL DIAMETER 165MM CROSS SECTION/THICKNESS 3MM	Nos			
711	O-RING INTERNAL DIAMETER 165MM CROSS SECTION/THICKNESS 4MM	Nos			
712	O-RING INTERNAL DIAMETER 127MM CROSS SECTION/THICKNESS 3MM	Nos			
713	O-RING INTERNAL DIAMETER 127MM CROSS SECTION/THICKNESS 4MM	Nos			
714	O-RING INTERNAL DIAMETER 134MM CROSS SECTION/THICKNESS 3MM	Nos			
715	O-RING INTERNAL DIAMETER 134MM CROSS SECTION/THICKNESS 4MM	Nos			
716	RVF OPERATOR PANEL (TOUCH SCREEN);	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
	OMRON NS8-TV01B-V2; INTERACTIVE DISPLAY; SOURCE: 24V DC 25W;				
717	OMRON CPU BATTERY; LITHIUM BATTERY; TYPE: OMRON CR14250SE-R(3V); FOR RVF.	Nos			
718	DOOR SENSOR (SAFETY ) SCHMERSAL 100V AC / DC 400mA MAX 10W BNS 303-12Z-2187 5.0M	Nos			
719	AIR/DRIER SEPERATOR ELEMENT	Nos			
720	AIR FILTER 2010-1	Nos			
721	SOLENOID VALVE 2010-10	Nos			
722	O-RING 2010-27 FOR BROOMWADE AIR CO	Nos			
723	SCAVENGE FILTER 2011-14	Nos			
724	SOLENOID DRAIN VALVE PNO. 2011-19	Nos			
725	PRESS.GAUGE(SPARE FOR B.W.AIRCOMP.)	Nos			
726	SEAL FOR V. COUPLING	Nos			
727	OIL FILTER 2012-188/9	Nos			
728	DRIVE BELT 2013-2	Nos			
729	JOCKEY PULLER	Nos			
730	COOLING FAN PTM 2013-36	Nos			
731	EXHAUST FAN.	Nos			
732	DRIVE BELT PART NO.0021-2905-890 FOR NEW CLARIFIER.	Nos			
733	TEMPERATURE SWITCH 2014 B-2	Nos			
734	CONTROL CARD PNO. 2014-C-10	Nos			
735	TOUCH & IND. PANEL FOR BROOMWADE AC	Nos			
736	OIL SEAL PART NO. 98505-BROOMWADE	Nos			
737	ROTO INJECT FLUID PART 2901-0001-01	Nos			
738	HEPA FILTERS ASTROCEL I HC STYLE CODE A72H9S2H MEDIA; FIBER GLASS ,FRAME MDF,24"X24"X12",( SIZE	Nos			
739	CASING P/N 100	Nos			
740	SHAFT P.NO.210	Nos			
741	COUPLING RINGS 867	Nos			
742	W/S OILSEAL P/NO.402 300X225X37MM	Nos			
743	WORM WHEEL PNO. 415	Nos			
744	PVC DISTR. NOZZLE	Nos			
745	BRONZE Bearings D62-3	Nos			
746	KNIVES 3010	Nos			
747	FLEXIBLE TUBE D6.4.1/10	Nos			
748	CONDENSATE TUBES	Nos			
749	SPRINGS 3707 D6.4.2/1	Nos			
750	GUIDING RINGS D.6.4.2/4	Nos			
751	SEALING RINGS D6.4.2/4 FOR GOUDSCHE ROLLER DR	Nos			
752	SPRING	Nos			
753	OIL FILTERS 4/11	Nos			
754	CARBON GUIDING RING P/NO 3539370066 FG. D6,4-2 02	Nos			
755	""CARBON SEALING RING P/NO.3539370046 FG. D6, 4-2 P4"	Nos			
756	GASKET BETWEEN HEAD & HOUSING P/N 3539370056 FG. D	Nos			
757	WHITE CUP WHEEL GRINDING STONE.	Nos			
758	SPRING PT NO.1613681701.	Nos			
759	""SPROCKET 12""X3/8"	Nos			
760	Bearings UCF 209	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
761	PUMMER BLOCK SN 510	Nos			
762	WORM WHEEL	Nos			
763	WORM SHAFT BEARING	Nos			
764	WORM WHEEL BEARING	Nos			
765	WORM WHEEL OIL SEALS	Nos			
766	MECHANICAL SEAL	Nos			
767	O-RING 189.5X4.00FPM.77SHOE A-QLY	Nos			
768	ROTARY RING GDD INSIDE 190-SI	Nos			
769	ROTARY RING DDD-190 SI	Nos			
770	O-RING263X5FPM72 SHOE A QLY K661	Nos			
771	SPRING 010 X1.4X24 1.4571	Nos			
772	STATIONERY RING GDD 190 SI	Nos			
773	O-RING 260X5FPM87.2SHOE A QLY K661	Nos			
774	HAND BURREL PUMP IN SS 304	Nos			
775	Bearings 627-22	Nos			
776	CENTRE RING PIECE	Nos			
777	SHAFT 1000MM	Nos			
778	MECHANICAL SEAL 958.25.055	Nos			
779	15MF CAPACITOR 450VAC 50/60/12	Nos			
780	MOTOR F410 EX240V	Nos			
781	PROTECTION SWITCH 936.06.003	Nos			
782	AIR PRE FILTER PADS AMER GLASS M57.MEDIA PAD ,GRADE;G2,GLASS FIBER,SIZE 616X616X50MM	Nos			
783	DRI PAK GF FILTERS SIZE 592X592X700MM FINE &LARGE	Nos			
784	DRI PAK GF FILTER P/N 5122100927 (592 X 592 X 700)	Nos			
785	DRI PAK GF FILTERS FINE& SMALL SIZE 287X592X700	Nos			
786	DRI PAK GF FILTERS SIZE 287X592X700MM	Nos			
787	PRE FILTER PADS 610X762X45MM	Nos			
788	STRAINER FOR MOLASSES PUMP FILTERS	Nos			
789	CARBON SLEEVE PNO.2	Nos			
790	SEALING DISC PT NO.3	Nos			
791	SEALING GRAPHITE BUSH PT.NO.4	Nos			
792	DEFLECTORS PART NO.29	Nos			
793	HYPALON BELLOW OF HYPALON.N.40	Nos			
794	O RINGS	Nos			
795	INSERT BUSH 151	Nos			
796	IMPELLER FOR WERNERT PUMP SP25/32/P2	Nos			
797	BELLOW HOLDERS P/NO.390	Nos			
798	REDUCER SHAFT SEAL PNO. C 116	Nos			
799	BARE SHAFT (EN8 ) PART NO. C-221 FOR ANTICO PUMP M	Nos			
800	SHAFT SLEEVE CERAMIC PART NO C-222A	Nos			
801	O RING PART NO C- 230 160 CT	Nos			
802	ROTARY RING FOR ANTICO PUMP C-232 G	Nos			
803	STATIONERY RING FOR MECH SEAL PART NO. C-231	Nos			
804	ROTARY UNIT PART NO C2325	Nos			
805	DRIP- TRAY PART NO C-115 FOR ANTICO PUMP 160CT	Nos			
806	CONSTANT LEVEL OKER C-233	Nos			
807	IMPELLER POLYPROPLENE EXP 2503	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
808	POLYPROPYLENE MATCHING ELBOWS	Nos			
809	POLYPROPYLENE DIAPHRAM VALVE	Nos			
810	IMPELLER (PP) EXP. 2503	Nos			
811	VOLUTE CASING POLYPROPYLENE PART NO EXP 601	Nos			
812	CAST IRON VOLUTE CASING FOR KIRLOSKER PUMP DB 80/20	Nos			
813	ADAPTOR CAST IRON PART NO 6201 FOR ANTICO ACID PUM	Nos			
814	POLYPROPYLENE ADAPTOR FLANGE PART NO C--112	Nos			
815	SUNCTION FLANGE (POLYPROPYLENE) PART NO C150/125	Nos			
816	BACK PLATE (POLYPROPYLENE) PART NO. EXP 602	Nos			
817	DEFLECTOR (POLYPROPLYNE) PART NO C--114	Nos			
818	LOCATING FLANCE GLASS FILLED PART NO.C--113	Nos			
819	BEARING HOUSING FOR ANTICO ACID PUMP	Nos			
820	Complete Locating Flange for EXP 160 CT, Material of construction : FRP,HSN: 84139120	Nos			
821	Complete Bolt for Clamping for EXP 160 CT, Material of construction: PP With SS 316 HSN: 84139120	Nos			
822	MECHANICAL SEAL FOR PUMP FM - O/115	Nos			
823	TERMINAL GASKETS EUROCAL18	Nos			
824	P.H.E.GASKETS ( EUROCAL 32 ) NO. 09H0031 - 35	Nos			
825	PLATE GASKET PART NO. 8637 EUROCAL 32	Nos			
826	TERMINAL PLATE PIECES NO.8637	Nos			
827	FRAME RINGS NO.7423	Nos			
828	Heat Plate Exchanger gasket, Type Eurocal 32, production no. 80223 - 80224. Comm nr. 5802.	Nos			
829	E32CFG STARTPLATE GASKET NBR GLUED	Nos			
830	FK3 310ML	Nos			
831	""PLATE GASKETS EUROCAL 18, NO.9617 FISCHER TYPE"	Nos			
832	TERMINAL GASKETS NO.9617 FOR PLATE HEATEXCHANGER	Nos			
833	FRAME RINGS 9618 FOR FISCHER HEAT EXCHANGER EUR 18	Nos			
834	EPDM PARACLIP FLOW GASKET NO 17251767	Nos			
835	EPDM GLUE-ON END GASKETS PART NO 17251015	Nos			
836	EPDM PORT RINGS LOW PART NO 17251384	Nos			
837	EPDM PORT RINGS HIGH PART NO 17251511	Nos			
838	TERMINAL PLATE 9605	Nos			
839	TERMINAL GASKET PT.NO.9670	Nos			
840	FRAME RINGS 9606	Nos			
841	EPDM PORT RINGS HIGH PART NO 10851181	Nos			
842	RUBBER GASKET FOR HEAT	Nos			
843	EPDM PARACLIP FLOW GASKET PART NO 10751438	Nos			
844	EPDM GLUE -ON END GASKET PART NO 10751039	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
845	EPDM PORT RINGS LOW PART NO 10851114	Nos			
846	GEAR 2 PT# H9E 000 040	Nos			
847	GEAR 3 PT# H 9A 000 50	Nos			
848	BEVEL GEAR SMALL	Nos			
849	BEVEL GEAR BIG	Nos			
850	VANE LAMINATE 091629	Nos			
851	CRANE MECH SEAL 332202	Nos			
852	DISC CARBON BLACKMER PUMP TYPE SNP 21	Nos			
853	DISC CARBON BLACKMER PUMP TYPE SNP 21/2	Nos			
854	DISC CARBON 065301	Nos			
855	SINGLE PILOT VALVE AGR11988/3	Nos			
856	ACID EJECTOR VALVE 1504	Nos			
857	TUBE CLEANING BRUSH 2 3/8" X 5FOR BOILER CLEANING	Nos			
858	TUBE CLEANING BRUSH 2 1/2	Nos			
859	OVERALL KIT NO.61	Nos			
860	MOTOR ITEM 22 FIG.19	Nos			
861	MODULATING MOTOR TYPE M9413-1049	Nos			
862	MODULATING COIL	Nos			
863	PRIMARY AIR NOZZLE	Nos			
864	OIL CONTROL UNIT ( OCU ) REPAIR KIT. FOR BURNER VG	Nos			
865	ATOMISER BURNER CUP 60-100MK	Nos			
866	CIRCLIP 16	Nos			
867	CIRCLIPS 17	Nos			
868	ATOMISER BURNER BELT DRIVE NO 914J FOR BOILER SAACKE BURNER NO VG 6618 / VG 7256/3	Nos			
869	ATOMISER BELT 52	Nos			
870	BELT 53	Nos			
871	ATOMISER DRIVE SHAFT FO SAACKE BURNER VG 7256	Nos			
872	ATOMISER DRIVE SHAFT FO SAACKE BURNER TYPE	Nos			
873	OIL CONTROL UNIT ( OCU ) REPAIR KIT. FOR BURNER VG	Nos			
874	ATOMISER SHROUD FOR SAACKE BURNER TYPE - VG 7256/3	Nos			
875	SLEEVE Bearings	Nos			
876	OIL CONTROL UNIT (OCU) TEMPERATURE GAUGES;	Nos			
877	SEAL 10	Nos			
878	SEAL 12	Nos			
879	SEAL 19	Nos			
880	FILTER 32	Nos			
881	SEAL 40	Nos			
882	AIR FILTER PART NO. 513416	Nos			
883	COPPER WASHERS	Nos			
884	OIL SEAL(22)12X22X6	Nos			
885	ALLUMINIUM CAST BELT DRIVE	Nos			
886	EXPANSION JOINT	Nos			
887	PRINTED CIRCUIT BOARD PC 1084	Nos			
888	MODULATING MODULE	Nos			
889	GTS/50 DONKIN BALL VALVE REPAIR KIT	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
890	FLAME BAFFLE P/NO MCA 0014	Nos			
891	REGISTOR SEAL S-082002001	Nos			
892	BOILER DIAPHRAGM	Nos			
893	SINGLE PILOT VALVE A-OR	Nos			
894	COMPLETE OIL CONTROL UNIT BLOCK FOR SAACKE BURNER SERIAL NO.VG 7256 TYPE.SKVG 80-6275	Nos			
895	COMPLETE OIL CONTROL UNIT BLOCK FOR SAACKE BURNER SR/NO.VG6618.TYPE;CD 110-2014A	Nos			
896	FLEXIBLE CORRUGATED PRIMARY AIR DUCT, FOR SAACKE BURNER SR/NO.VG7256 TYPE;SKVG 80-6275 VG 6618	Nos			
897	ATOMIZER CUPS/ROTARY CUPS FOR SAACKE BURNER SERIAL NUMBER VG 7256/3, TYPE NUMBER SKVG 80 – 6275	Nos			
898	ATOMIZER CUPS/ROTARY CUPS FOR SAACKE BURNER SERIAL NO. VG6618.TYPE;CD 110-2014A	Nos			
899	ATOMIZER CUP SHROUD FOR SAACKE BURNER SR/NO.VG 6618.TYPE;CD 110-2014A	Nos			
900	ATOMIZER DRIVE SHAFT VEE-BELTS FOR SAACKE BURNER SR/NO.VG 6618.TYPE;CD 110-2014A	Nos			
901	FLAME BAFFLES FOR SAACKE BURNER SR/NO.VG7256.TYPE;SKVG 806275	Nos			
902	OIL DISTRIBUTOR FOR SAACKE BURNER SERIAL NUMBER VG 7256/3, TYPE NUMBER SKVG 80 – 6275	Nos			
903	FLEXIBLE CORRUGATED PRIMARY AIR DUCT, REINFORCED DIA 5" AND LENTGH 2M. TEMP.RANGE 50 TO 80 DEGREE C	Mtrs			
904	OIL DISTRIBUTOR FOR SAACKE BURNER SERIAL NUMBER VG 6618, TYPE NUMBER CD 110 – 2014A	Nos			
905	Atomizing Cup Shroud complete with Axial vane ring for VG 6618,	Nos			
906	AXIAL VANE RING FOR ATOMIZING CUP SHROUD SKVG 6275 CONTANT SERIAL NO,VG 7256/3	Nos			
907	Oil Distributor for VG 6618.	Nos			
908	FLEXIBLE CORRUGATED PRIMARY AIR DUCT FOR BOILER BURNER.1.BOILER BURNER: SAACKE VG 7256 OR VG 6618	Nos			
909	INTER CHAMBER CW Bearings	Nos			
910	SHAFT II STAGE CYLINDRICAL	Nos			
911	LONG SPACER CR 30	Nos			
912	GASKET CR 30	Nos			
913	SPACER BUSH CR 30	Nos			
914	LONG SPACER CR 16	Nos			
915	IMPELLER WEARING RING CR 16	Nos			
916	SEAL RING FOR CR 30	Nos			
917	CARRIER ELECTRONIC EXPANSION VALVE EXV2 32GB-403-114S	Nos			
918	ELECTRONIC EXPANSION VALVE (CIRCUIT) RANGE 10=15BA	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
919	EXPANSION VALVE FOR FREON 12 GAS PREFERABLY DANFOS	Nos			
920	FLAME BAFFLE	Nos			
921	SEQUENCING VALVE	Nos			
922	Control piston, Perbunun Ø200 Suitable for GSV -:C DN 150 Item no 10. Custom -tariff-no 40169300,	Nos			
923	Piston Pos. 40-142 Suitable for GSV type; C DN 150 1.4301 Custom- tariff-no 84819000 Country of	Nos			
924	THERMOSTATIC EXPANSION VALVE TEX2 WITH INTERCHANGEABLE ORIFICE ASSEMBLY AND DIRT PROTECTION FILTER	Nos			
925	Seal (set) Suitable for FDS-VE, DN200 Item no 15 – 27+38. Custom-tariff-no 8484900, Country	Nos			
926	Control piston, Ø200 Suitable for FDS-VE, DN 200 Item no 9 Custom-tariff-no 40169300, Country of	Nos			
927	SEAL [SET] SUITABLE FOR GSV-TYPE;C DN150 ITEM NO.15-27+37.CUSTOMS TARIFF NO 84849000, COUNTRY OF	Nos			
928	WINDBOX FOR STONE DANKS BOILER	Nos			
929	ROTARY CUP FOR BOILER MODEL 70074	Nos			
930	ATOMISER ROTARY CAP FOR SAACKE BURNER VG 7256	Nos			
931	""BOILER BLOWDOWN VALVE 2.5""	Nos			
932	MAIN STEAM STOP VALVE 175MM FIG5041	Nos			
933	FEED CHECK VALVE 80MM 5421 CASTIRON	Nos			
934	SAC RESIN[DVB STYRENE GEL]	LTRS			
935	SBA RESIN [STYRENE DVB GEL TYPE 1]	LTRS			
936	IMPELLER-SPARE FOR KIRL. DB40/20 TY	Nos			
937	GASKET SEAT VALVE 18 X 5 (37026556 )	Nos			
938	CHANNEL & SPRING SET ( 303936311M / 17287962W )	Nos			
939	SCREW MACHINE ( 37025988 )	Nos			
940	STOP PLATE ( IN / DIS )INLET VALVE ( 30721252 )	Nos			
941	PLUNGER UNLOADER ESV ( 30164180 )	Nos			
942	SPRING UNLOADER ( 30417000 )	Nos			
943	RING PISTON UNLOADER ( 30483051 )	Nos			
944	GASKET COVER FAU ( 35155712 )	Nos			
945	SCREW MACHINE 1/4N X 11N (95001707)	Nos			
946	O- RING 2-1/2 X 2-7/8 X 42430 ( 95041530)	Sets			
947	COVER UNLOADER ( 97073282 )	Sets			
948	NUT SET SCREW ( 97073860 )	Nos			
949	RING PISTON ( 12423737 )	Sets			
950	HOLDER GUIDE 12IHE-NL ( 37039351IM)	Sets			
951	WASHER BWL ( 37039377 )	Sets			
952	SCREW 1/4" X 1.5" UNC/UNRC-2A ( 95111167 )	Sets			
953	NUT JAM ( 95117065 )	Nos			
954	INSERT VALVE ( 37039179) ( USE : 370391791M)	Nos			
955	CAGE UNLOADER PROC ( 30435051)	Sets			
956	COVER UNLOADER A36	Sets			
957	SPRING PLUNGER LIFTING ( 30576490)	Nos			
958	SPRING UNLOADER ( 30606826)	Sets			
959	PLUNGER FAU ( 34054585 )	Sets			
960	GASKET UNLOADER COVER ( 94486115 )	Sets			
961	O- RING 1-7/8 X 2-1/4 X 42430 ( 95027900 )	Nos			
962	WASHER LOCK 1/4 ( 95081873 )	Sets			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
963	PLATE SEAT A36 ( 17278417)	Sets			
964	CHANNEL & SPRING SET (17288150) FOR INGERSOL COMPRESSOR	Sets			
965	STOP PLATE ( IN/DIS) INLET VALVE ( 37020948 )	Sets			
966	SPRING ( 37284601 )	Sets			
967	HOLDER GUIDE PROC (37039146 )	Sets			
968	SEAT VALVE ( IN/DIS) A36 CH (37763232)	Sets			
969	GASKET VALVE SEAT (30550818)	Sets			
970	STOP PLATE (IN/DIS)DISCH A36 CH VALVE ( 37020955 )	Sets			
971	SEAT VALVE ( IN / DIS ) A36 CHANNEL ( 37763240 )	Sets			
972	SCREW ( 95110847)	Sets			
973	NUT LOCK ( 33982141)	Sets			
974	PLATE VALVE ( 37982279)	Sets			
975	GASKET VALVE SEAT A28 ( 54370663)	Sets			
976	GUARD DISCHARCH ( 37982790)	Sets			
977	SEAT DISCHRG ( 37982246)	Sets			
978	RING SCRAPER 1.5" ROD	Sets			
979	RING SCAPPER 1.5" (54491386)	Sets			
980	OIL FILTER ( 30472161) FOR INGERSOL COMPRESSOR	Nos			
981	RING PACKING ( 95062469)	Sets			
982	SCREW CAP HEX HEAD ( 37980489 )	Nos			
983	RING RETAINING ( 37980604 )	Nos			
984	GASKET 90-351001 ( 37980612IM)	Nos			
985	WASHER 50-328506 ( 37980596IM)	Nos			
986	SCREW CAP SOCKET HEAD ( 37980372 )	Nos			
987	O - RING ( 37980570 )	Nos			
988	SEAL ( 37982584 )	Nos			
989	SEAL 85-825115 ( 37980522IM)	Nos			
990	SCREW MACHINE ( 95110581 )	Nos			
991	PIN ( 37982410 )	Nos			
992	RING WEARING ( 47506028001 )	Nos			
993	RING PISTON 6" ( 47504224001)	Nos			
994	PLATE SPRING ( 37982287)	Nos			
995	SPRING ( 37980554)	Nos			
996	RING WEARING 4" ( 47506030001)	Nos			
997	SCREW FIT ( 97073837)	Nos			
998	SEAT VALVE (IN/DIS) ( 41029554)	Nos			
999	RING WEARING 12 CFT IHE ( 94433950)	Nos			
1000	RING PISTON 12 ESV ( 95046025)	Nos			
1001	RING CRUSH ( 37980380IM)	Nos			
1002	COVER UNLOADER A36 ( 30460349)	Nos			
1003	PISTON UNLOADER A 36 CH (30162309 )	Nos			
1004	VALVE DISCHARGE ( 37157914 )	Nos			
1005	RING SCAPPER ( 54491386 )	Nos			
1006	VALVE DISCHARGE ( 37020864 ) FOR INGERSOL COMPRESSOR	PKTS			
1007	VALVE DISCHARGE ( 39590294 ) FOR INGERSOL COMPRESSOR	PKTS			
1008	VALVE INLET 60RLX	Nos			
1009	ODEX MATACID	Nos			
1010	ODEX PRINCIPAL	LTRS			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
1011	BUSHING CRANK PIN PART NO. 30557540 FOR INGERSOL RAND COMPRESSOR	Nos			
1012	MAIN BUSH BEARING HOUSING PART NO 30557565 FOR INGERSOL RAND COMPRESSOR	Nos			
1013	BUSHING CONNECTING ROD PART NO. 30557532 FOR INGERSOL RAND COMPRESSOR	Nos			
1014	INLET VALVE SERVICE KIT 1ST STAGE FOR INGERSOLL RAND CO <sub>2</sub> COMPRESSOR	Nos			
1015	DISCHARGE VALVE SERVICE KIT 1st STAGE FOR INGERSAL RAND CO <sub>2</sub> COMPRESSOR	Nos			
1016	INLET VALVE SERVICE KIT 2ND STAGE FOR INGERSOL RAND CO <sub>2</sub> COMPRESSOR	Nos			
1017	DISCHARGE VALVE SERVICE KIT 2ND STAGE FOR INGERSOL RAND CO <sub>2</sub> COMPRESSOR	Nos			
1018	INLET VALVE SERVICE KIT 3RD STAGE FOR INGERSOL RAND CO <sub>2</sub> COMPRESSOR	Nos			
1019	DISCHARGE VALVE SERVICE KIT 3RD STAGE FOR INGERSOL RAND CO <sub>2</sub> COMPRESSOR	Nos			
1020	COMPLETE CRANK SHAFT ASSEMBLY 7 INCH IHE/ PHE WITH PIN DOWEL AND KEYWAY PART NO 39642731 FOR	Nos			
1021	INLET VALVE SERVICE KIT 1st STAGE FOR INGERSOLL RAND CO <sub>2</sub> COMPRESSOR	Sets			
1022	PISTON AND PISTON ROD WITH NUT ASSEMBLY 2ND STAGE PART NO.70221163	Sets			
1023	CYLINDER 3RD STAGE 4" PART NO.42414300	UNIT			
1024	CYLINDER BLOCK THIRD STAGE 4" DIAMETER FOR INGERSOLL RAND CO <sub>2</sub> COMPRESSOR	UNIT			
1025	SET SCREW IST STAGE FOR SUCTION VALVE PART NO.97073837	Nos			
1026	SET SCREW IST STAGE FOR DISCHARGE VALVE PART NO.97073845	Nos			
1027	"O' RING FOR PACKING CUP FOR WATER PART NO.95022802	Nos			
1028	AUTO DRIAN VALVE 1/2"	Nos			
1029	GASKET FLANGE FOR WATER LINE PART NO. 70266507	Nos			
1030	PISTON (0820311050)	Nos			
1031	PISTON RING SET ( 0820315050)	Nos			
1032	BIG END BEARING STD ( 0820403050 )	Nos			
1033	SUCTION VALVE RING ( 0822813050)	Nos			
1034	SUCTION VALVE SPRING ( 3361200150)	Nos			
1035	MAIN BEARING BUSH( PUMP END) (0822805050)	Nos			
1036	GUDGEON PIN BUSH ( 0820402050)	Nos			
1037	GUDGEON PIN ( 0820302050)	Nos			
1038	VLD TEFLON RING ( 3360500650 )	Nos			
1039	KIRLOSKAR COMPRESSOR PAPER FILTER ( KP 3510901450)	Nos			
1040	KIRLOSKAR COMPRESSOR WIRE GAUGE E FILTER (KP 3361000950)	Nos			
1041	DELIVERY VALVE ASSLY ( 3361200350)	Nos			
1042	O RING SET ( 0861900250)	Nos			
1043	PLUNGER HYD TIME DELAY ( 0820708050)	Nos			
1044	PISTON TIME DELAY ( 0820709050)	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
1045	STROKE LIMITOR ( 0820711050)	Nos			
1046	PIN PRESSURE REDUCER ( 0820706050)	Nos			
1047	PISTON FOR PRESSURE REDUCER ( 0820707050)	Nos			
1048	FILTER GASKET ( 0850641050)	Nos			
1049	SIDE COVER GASKET ( 9930031100)	Nos			
1050	CYLINDER LINER (3364040150)	Nos			
1051	SHAFT SEAL ASSEMBLY COMPLETE ( 0820800050)	Nos			
1052	GASKETS FOR H455[ENA]	Nos			
1053	GASKETS FOR H466[ENA]	Nos			
1054	GASKET FOR H467 [ENA]	Nos			
1055	SINTERED BRONZE FILTER 76.2 MM DIA, LENGTH 750MM	Nos			
1056	FLEXIBLE RUBBER BAND. MATERIAL OF CONSTRUCTION NITRILE BUTYL RUBBER[NBR] SHORE HARDNESS 90	Nos			
1057	COMPLETE LATHE MACHINE CHUCK FOR KIRLOSKER ENTERPRISE 1550 LATHE,FOUR JAW CHUCK TYPE 55 SIZE 205MM	Nos			
1058	OIL PUMP FOR KIRLOSKAR ENTERPRISES 1550 LATHE MACHINE	Nos			
1059	SPONGE ROLLER HEIGHT 92MM, INTERNAL DIAMETER 12MM , EXTERNAL DIAMETER 40MM	Nos			
1060	SPONGE BELT BTPB - 09 - 1694	Nos			
1061	CALIBRATED NOZZLE ASSY 62 MICRON	Nos			
1062	CXD 900 COMPLETE W/O MEDIA	Nos			
1063	CONNECTING ROD ASSEMBLY PART NO.70427034	Nos			
1064	WIRE LOCKING 1/8 PART NO.37605177	FEET			
1065	GASKET BRG HSG DRIVE SIDE PART NO.39535224	Nos			
1066	OIL SEAL CRANKSHAFT PART NO.37794377	Nos			
1067	LUBRICATOR OIL PUMP PART NO.30427140	Nos			
1068	PISTON RING 1ST STAGE PART NO.39329552	Nos			
1069	WEARING RING 1ST STAGE PART NO.70451612	Nos			
1070	PISTON RING 2ND STAGE PART NO.70429899	Nos			
1071	WEARING RING 2ND STAGE PART NO.70428214	Nos			
1072	PISTON RING 3RD STAGE PART NO.17281437	Nos			
1073	WEARING RING 3RD STAGE PART NO.17281445	Nos			
1074	OIL SCRAPPER RING PART NO.54491378	Nos			
1075	SCRAPPER RING PART NO.54491386	Nos			
1076	RING AND SPRING SET 1ST STAGE PART NO.39321245	Pairs			
1077	RING AND SPRING SET 3RD STAGE PART NO.39321245	Pairs			
1078	RING AND SPRING SET 2ND STAGE PART NO.95322111	Pairs			
1079	GASKET SET COMPLETE [ALL GASKETS] PART NO.PHE	Sets			
1080	AIR FILTER ELEMENT PART NO.70431820	Nos			
1081	IMPELLER WEARINGS FOR DEGASSER	Nos			
1082	SEALING RINGS FOR DEGASSER PUMP	Nos			
1083	INTERMEDIATE GRAPHITE BEARING FOR	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
	DEGASSER PUMP				
1084	BARREL O RINGS FOR DEGASSER PUMP	Nos			
1085	SOLENOID VALVE PART NO 30206-3.5-2G	Nos			
1086	PHE GASKET SET [BLACK]	Nos			
1087	CRANKSHAFT ALIGNMENT GAUGE 63-500X0.01 MM-M	Nos			
1088	DIAL INDICATOR 20X0.01MM M WITH MAGNETIC STAND	Nos			
1089	KIT-GASKET/O-RING/ALUMINIUM PACKING PART NO.852802	Nos			
1090	KIT OIL FILTERS PART NO.852803	Nos			
1091	KIT-SHAFT SEAL O-RING PART NO.852804	Nos			
1092	KIT-OIL PUMP GEAR PART NO.852805	Nos			
1093	KIT-CYLINDER MAINTENANCE PART NO.852806	Nos			
1094	KIT-CRANKSHAFT BEARING PART NO.852807	Nos			
1095	KIT DELIVERY VALVE RING/SPRING PART NO.852808	Nos			
1096	KIT-HP CON ROD AND PISTON ASSEMBLY PART NO.852809	Nos			
1097	KIT-LINER PARTS PART NO.852810	Nos			
1098	SET OF SAFETY VALVE PARTS [HP SIDE] FIG-31	Nos			
1099	SET OF SAFETY VALVE PARTS [LP SIDE] FIG-31	Nos			
1100	THRUST RING FIG-32	Nos			
1101	PISTON ASSEMBLY FIG -34	Nos			
1102	SPECIAL TOOL KIT FOR PISTON ASSEMBLY COMPLETE FIG 43	Nos			
1103	NEEDLE ROLLER BEARINGS FIG -35	Nos			
1104	BIG END BEARING SET FIG-35	Nos			
1105	CYLINDER LINER ASSEMBLY FIG-36	Nos			
1106	BUFFER SPRING FIG37	Nos			
1107	CUP SPRING FIG-37	Nos			
1108	SUCTION STROKE LIMITER FIG-37	Nos			
1109	SUCTION VALVE SPRING FIG-37	Nos			
1110	SUCTION VALVE RING FIG -37	Nos			
1111	SHAFT SEAL COVER FIG 38	Nos			
1112	SHAFT SEAL FIG-38	Nos			
1113	DELIVERY VALVE ASSEMBLY	Nos			
1114	ROTARY SEAL RING FIG-38	Nos			
1115	STATIONERY SEAL RING FIG-38	Nos			
1116	SPRING FIG-38	Nos			
1117	PRESSING RING FIG-38	Nos			
1118	OIL PUMP ASSEMBLY FIG-39	Nos			
1119	BEARING BUSH	Nos			
1120	TAH-8 VALVE ASSEMBLY FIG-40	Nos			
1121	OIL PRESSURE REGULAR FIG -41	Nos			
1122	BALL DIA FIG-41	Nos			
1123	GASKET FIG-42	Nos			
1124	SUCTION STRAINER ELEMENT ASSEMBLY FIG-42	Nos			
1125	GASKETS FIG -42	Nos			
1126	SUCTION BAG FILTER FIG-42	Nos			
1127	PACKING	Nos			
1128	SOLENOID VALVE ASSEMBLY	Nos			

Lot №	Item Description	UoM	Minimum Quantity	Unit Price (KShs)	Total Price (KShs)
1129	COIL FOR SOLENOID VALVE	Nos			
1130	K-5 VALVE ASSEMBLY	Nos			
1131	ADAPTOR[TOP] SOLENOID VALVES	Nos			
1132	LP PRESSURE CUTOUT MP-1A FIG -43	Nos			
1133	HP PRESSURE CUTOUT MP-5AR FIG-43	Nos			
1134	HP/LP PRESSURE CUTOUT MP-15AR FIG-43	Nos			
1135	LP/OP PRESSURE CUTOUT MP-55AR FIG-43	Nos			
1136	Unloader piston assembly Part №. 336.05.007.50	Nos			
1137	Unloader piston complete Part №. 336.05.001.50	Nos			
1138	Teflon ring Part №. 336.05.006.50	Nos			
1139	Spacer ring Part №. 336.05.005.50	Nos			
1140	Circlip Part №. 999.13.581.50	Nos			
1141	O-ring Part №. 999.12.705.50	Nos			
1142	Set of piston rings Part №. 082.03.150.00	Nos			
1143	Kit - oil filters Part №. 0852803	Sets			
1144	Kit - oil pump gear Part №. 0852805	Sets			
1145	Kit - delivery valve ring /spring Part №. 0852808	Sets			
1146	Kit - liner parts Part №. 0852810	Sets			
1147	Kit - crankshaft bearings Part №. 0852807	Sets			
1148	Kit - shaft seal O ring Part №. 0852804	Sets			
1149	Kit - gasket/O ring/Al packing Part №. 0852802	Sets			
1150	Kit - cylinder maintenance Part №. 0852806	Sets			
1151	Kit – HP con-rod & piston assembly Part №. 0852809	Sets			
1152	Suction cloth bag filter Part №. 086.12.056.50	Nos			
1153	Suction valve spring Part №. 336.12.001.50	Nos			
1154	Suction valve ring Part №. 082.28.130.50	Nos			
1155	Suction stroke limiter Part №. 336.12.002.51	Nos			
1156	Shaft seal Part №. 082.08.000.50	Nos			
1157	Complete special tool kit for assembly Part №. 082.24.025.50	Sets			
1158	Pro-flow air valve assembly ( part no. 01-2010-20)	Nos			
1159	End cap O-ring ( part no. 01-2332-200-20)	Nos			
1160	O-ring end cap (part no. 01-2395-52)	Nos			
1161	Gasket air valve (part no. 01-2615-52)	Nos			
1162	Removeable pilot sleeve assembly (part no. 02-3880-99)	Nos			
1163	Glyd ring (part no. 02-3210-55-225)	Nos			
1164	Retaining ring (part no. 00-2650-03)	Nos			
1165	Gasket muffler plate ( 01- 3505-52)	Nos			
1166	Muffler ( 02-3510-99)	Nos			
1167	Disc ring (Belleville washer) (part no. 02-6802-08)	Nos			
1168	Valve seat O-ring (02-1220-60)	Nos			
1169	Flange O-ring (04-1300-60-500)	Nos			
1170	Diaphragm primary full stroke PTFE (02-1040-55)	Nos			
1171	Diaphragm back up full stroke PTFE (02-1010-55)	Nos			
1172	Muffler plate ( part no. 01-3181-20)	Nos			
1173	Neoprene diaphragm (part no. 02-1060-51)	Nos			
1174	Gasket muffler plate (01-3505-52)	Nos			
1175	Inner piston (02-3701-01)	Nos			
1176	Piston Ring 1st Stage 12” (70436852)	Nos			
1177	Rider Ring 1st Stage 12” (17272881)	Nos			
1178	Piston Ring 2nd Stage 6” (70429899)	Nos			
1179	Rider Ring 2nd Stage 6” (70428214)	Nos			
1180	Piston Ring 3rd Stage 4” (17281437)	Nos			
1181	Rider Ring 3rd Stage 4” (17281445)	Nos			

<b>Lot №</b>	<b>Item Description</b>	<b>UoM</b>	<b>Minimum Quantity</b>	<b>Unit Price (KShs)</b>	<b>Total Price (KShs)</b>
1182	Suction Valve Assembly – 1st Stage A54 (37035391)	Nos			
1183	Delivery Valve Assembly – 1st Stage A54 (37157914)	Nos			
1184	Suction Valve Assembly – 2nd Stage A36 (39914791)	Nos			
1185	Delivery Valve Assembly – 2nd Stage A36 (39590278)	Nos			
1186	Suction Valve Assembly – 3rd Stage A28 (70265228)	Nos			
1187	Delivery Valve Assembly – 3rd Stage A28 (30437883)	Nos			
1188	Ring & Spring Set – 1st Stage (95062469)	Pairs			
1189	Ring & Spring Set – 2nd & 3rd Stage (39321245)	Pairs			
1190	Oil Scrapper Ring (54491378)	Nos			
1191	Oil Scrapper Ring (54491386)	Nos			
1192	Gasket Set Complete	Sets			
1193	Set Screw 2nd Stage Suction Valve A36	Nos			
1194	Set Screw 2nd Stage Delivery Valve A36	Nos			
1195	Set Screw 3rd Stage Suction Valve A28	Nos			
1196	Set Screw 3rd Stage Delivery Valve A28	Nos			
1197	Suction Valve Service Kit – 1st Stage A54	Nos			
1198	Delivery Valve Service Kit – 1st Stage A54	Nos			
1199	Suction Valve Service Kit – 2nd Stage A36	Nos			
1200	Delivery Valve Service Kit – 2nd Stage A36	Nos			
1201	Suction Valve Service Kit – 3rd Stage A28	Nos			
1202	Delivery Valve Service Kit – 3rd Stage A28	Nos			

## 1. Technical Specifications

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

characteristics in respect to the corresponding acceptable or guaranteed values.

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

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

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

**Detailed Technical Specifications and Standards** *[insert whenever necessary]. [Insert detailed description of TS]*

## 2 Drawings

This Tendering document includes..... *[Insert “the following” or “no”] drawings. [If documents shall be included, insert the following List of Drawings].*

List of Drawings		
Drawing No.	Drawing Name	Purpose

## 3 Inspections and Tests

The following inspections and tests shall be performed:..... *[Insert list of inspections and tests]*

**PART 3 - CONDITIONS OF CONTRACT  
AND CONTRACT FORMS**

## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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

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

### 2. Interpretation

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

## 22. Incoterms

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

## 3. Contract Documents

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

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

## 4. Fraud and Corruption

- 31 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.
- 32 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

### 4.1 Entire Agreement

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

#### 4.1.2 Framework Agreement

- 4.1.2.1 The Parties shall enter into a Framework Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Framework Agreement shall be based upon FORM No. 3 – FRAMEWORK AGREEMENT annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Framework Agreement shall be borne by the Procuring Entity.
- 4.1.2.2 The Framework Agreement establishes the terms and conditions that will govern the contract awarded during the term of the Framework Agreement. The Framework Agreement establishes for the procurement works by package as and when required, over the specified period of time. The Framework Agreement does not commit a Procuring Entity to procure, nor a Firm to supply. The Framework Agreement allows the Procuring Entity to call the Contractor to commence the works on a particular package in a specified location within the duration of the agreement.
- 4.1.2.3 This Framework Agreement does not guarantee the contractor of being called for a contract to start and no commitment is made with regard to possible number of packages to carry out.

- 4.1.2.4 This Framework Agreement does exclude the Procuring Entity from the right to procure the same Works from other firms.

- 4.1.2.5 This Framework Agreement does not stop the Procuring Entity from removing the contractor from the same Agreement.
- 4.1.2.6 FAs shall be established for a maximum period of three (3) years. The Procuring Entity may with the Consent of the Contractor extend this Agreement where the agreement period is less than three (3) years, if the initial engagement has been satisfactory.
- 4.1.2.7 **Call-off Contracts;** for work on a package to start, the Procuring Entity shall issue a notice of acceptance of a particular package requesting the contractor to furnish a Performance Security and to start the works thereafter, and providing the contractor with details of location where the works, are to be carried out. The call-off statement shall specify the objectives, tasks, deliverables, timeframes and price or price mechanism. The price for individual call-off contracts shall be based on the prices detailed in the Framework Agreement.

## 4.2 Amendment

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

## 4.3 Non-waiver

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

## 4.4 Severability

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

## 5. Language

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

## 6. Joint Venture, Consortium or Association

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

## 7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted,

incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

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

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

## **8. Notices**

81 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.

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

## **9. Governing Law**

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

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

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

## **10. Settlement of Disputes**

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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

### **10.2 Arbitration proceedings shall be conducted as follows:**

10.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

10.2.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

10.2.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

10.2.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

10.2.5 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

10.2.6 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the

Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

### **103 Arbitration Proceedings**

1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Kenya National Chamber of Commerce
- ii) Chartered Institute of Arbitrators (Kenya Branch)
- iii) The Law Society of Kenya

1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

### **1033 Alternative Arbitration Proceedings**

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

### **104 Arbitration with Foreign Suppliers**

1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

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

### **105 Alternative Arbitration Proceedings**

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

### **106 Failure to Comply with Arbitrator's Decision**

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

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

### **107 Contract operations continue**

Notwithstanding any reference to arbitration herein,

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

## **11. Inspections and Audit by the Procuring Entity**

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

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

## **12. Scope of Supply**

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

## **13. Delivery and Documents**

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

## **14. Supplier's Responsibilities**

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

## **15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception

of any price adjustments authorized in the **SCC**.

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

## **16. Terms of Payment**

- 16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the **SCC** to the Procuring Entity.
- 16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the **SCC**.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

## **17. Taxes and Duties**

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## **18. Performance Security**

- 18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in **the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another format acceptable to the Procuring Entity.
- 18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

## **19. Copyright**

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

party.

## **20. Confidential Information**

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

## **21. Subcontracting**

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

## **22. Specifications and Standards**

- 22.1 Technical Specifications and Drawings
- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
  - b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
  - c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

## **23. Packing and Documents**

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

## **24. Insurance**

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

## **25. Transportation and Incidental Services**

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

## **26. Inspections and Tests**

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 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 Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the

Procuring Entity or its designated representative to attend the test and/or inspection.

- 26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.
- 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 Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

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

## **28. Warranty**

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

## **29. Patent Indemnity**

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

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

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

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

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

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

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

## **30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

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

## **31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery

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

### **32. Force Majeure**

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

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

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

### **33. Change Orders and Contract Amendments**

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

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

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

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

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

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

33.5 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or

- c) improves the quality, efficiency or sustainability of the Goods; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

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

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

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

#### **34. Extensions of Time**

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

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

#### **35. Termination**

35.1 Termination for Default

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

35.2 Termination for Insolvency.

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

35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the

Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

- i) to have any portion completed and delivered at the Contract terms and prices; and/or
- ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

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

**37. Export Restriction**

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

## SECTION VII - SPECIAL CONDITIONS OF CONTRACT

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

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

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

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>[Insert complete legal name of the Procuring Entity]</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For <b>notices</b> , the Procuring Entity's address shall be: Attention: <i>[ insert full name of person, if applicable]</i> Postal address (full postal address) Physical Address (full Location Address- <i>insert city, street name, Building named floor number, room number</i> ) Telephone: <i>[include telephone number, including country and city codes]</i> Electronic mail address: <i>[insert e-mail address, if applicable]</i>
GCC 10.4.2	The place of arbitration shall be ----- (specify City and Country).
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.]</i> .  The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.  If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to these SCC for a sample Price Adjustment Formula]</i>
GCC 16.1	<b>Sample provision</b>  GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  <b>A. Payment for Goods supplied from abroad:</b> Payment of foreign currency portion shall be made in <i>[insert currency of the Contract Price]</i> in the following manner:  (i) <b>Advance Payment:</b> 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 Tendering document or another form acceptable to the Procuring Entity.

	<p>(ii) <b>On Shipment:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.</p> <p>(iii) <b>On Acceptance:</b> 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 Procuring Entity.</p> <p><b>B. Payment of local currency portion of a foreign Supplier shall be made in <u>Kenya shillings</u></b> within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>C. Payment for Goods and Services supplied from within Kenya:</b></p> <p>Payment for Goods and Services supplied from within Kenya shall be made in _____ [currency], as follows:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the Tendering document or another form acceptable to the Procuring Entity.</p> <p>(ii) <b>On Delivery:</b> 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. The bank guarantee shall then be released.</p> <p>(iii) <b>On Acceptance:</b> 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 Procuring Entity.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
<b>GCC 18.1</b>	<p>A Performance Security <i>[ insert “shall” or “shall not” be required]</i></p> <p><i>[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]</i></p> <p><i>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of: <i>[insert “a Demand Guarantee” or” a Performance Bond”]</i></p> <p>If required, the Performance security shall be denominated in <i>[insert “a freely convertible currency acceptable to the Procuring Entity” or “the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]</i></p>
<b>GCC 18.4</b>	<p>Discharge of the Performance Security shall take place: <i>[ insert date if different from the one indicated in sub clause GCC 18.4]</i></p>
<b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i></p>
<b>GCC 24.1</b>	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows: <i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i></p>
<b>GCC 25.1</b>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</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 Kenya, defined as the Project Site, transport to such place of destination in Kenya, 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”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]</i>
<b>GCC 25.2</b>	Incidental services to be provided are: <i>[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
<b>GCC 26.1</b>	The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i>
<b>GCC 27.1</b>	The liquidated damage shall be: <i>[insert number] % per week</i>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <i>[insert number] %</i>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: <i>[insert number] days</i> For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i></p> <p><b>Sample provision</b></p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) 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>(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><b>or</b></p> <p>(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____).</p> <p><i>[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(f)]</i></p>
<b>GCC 28.5, GCC 28.6</b>	The period for repair or replacement shall be: <i>[insert number(s)] days.</i> -
<b>GCC 33.6</b>	<p>If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ____% (insert appropriate percentage).</p> <p>The percentage is normally up to 50%) of the reduction in the Contract Price.</p>

## **SECTION VIII - CONTRACT FORMS**

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



**b) Other Tenderers:**

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

Package No.	Name of Tenderer	Address of the Tenderer	Tender price	evaluated price
Lot No.				
Lot No.				
Lot No.				
Lot No.				
Lot No.				
Lot No.				

*(Note a) State NE if not evaluated*

5. How to request a debriefing
- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
  - b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
  - c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
    - I) Attention: \_\_\_\_\_ *[insert full name of person, if applicable]*
    - ii) Title/position: \_\_\_\_\_ *[insert title/position]*
    - ii) Agency: \_\_\_\_\_ *[insert name of Employer]*
    - iii) Email address: \_\_\_\_\_ *[insert email address]*
  - d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
  - e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
  - f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.
6. How to make a complaint
- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
  - b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
    - I) Attention: \_\_\_\_\_ *[insert full name of person, if applicable]*
    - ii) Title/position: \_\_\_\_\_ *[insert title/position]*
    - iii) Agency: \_\_\_\_\_ *[insert name of Employer]*
    - iv) Email address: \_\_\_\_\_ *[insert email address]*
  - c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
  - d) Further information: For more information refer to the Public Procurement and Disposals Act

2015 and its Regulations available from the Website [www.ppra.go.ke](http://www.ppra.go.ke) or email [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke).

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

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

**7. Standstill Period**

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

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

On behalf of the Employer:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**FORM NO. 2 - REQUEST FOR REVIEW**

**FORM FOR REVIEW(r.203(1))**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

**APPLICATION NO.....OF.....20.....**

**BETWEEN**

.....**APPLICANT**

**AND**

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity of .....dated the...day of .....20.....in the matter of Tender No.....of .....20..... for .....(Tender description).

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

**FORM NO. 3 LETTER OF AWARD**

*[Use letter head paper of the Procuring Entity]*

\_\_\_\_\_ *[Date]*

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

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

This is to notify you that your Tender dated \_\_\_\_\_ *[insert date]* for execution of the \_\_\_\_\_ *[insert name of the contract and identification number, as given in the SCC]* for contract Lot No... (amount.....), Lot No... (amount.....), Lot No... (amount.....). etc. are hereby accepted by ..... (name of Procuring Entity).

You are requested to arrange to sign the Framework Agreement within 28 days in accordance with the Conditions of Contract. On being instructed to commence the contract on any of the packages you have won, by a call-off notification, you will be requested to furnish for the particular package a Performance Security within 28 days in accordance with the Conditions of Contract, and for that purpose, using one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## FORM NO. 4 - CONTRACT AGREEMENT

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

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

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., \_\_\_\_\_  
\_\_\_\_\_ *[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:
  - i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
    - a) the Letter of Acceptance
    - b) the Letter of Tender
    - c) the Addenda Nos. \_\_\_\_\_ (if any)
    - d) Special Conditions of Contract
    - e) General Conditions of Contract
    - f) the Specification (including Schedule of Requirements and Technical Specifications)
    - g) the completed Schedules (including Price Schedules)
    - h) any other document listed in GCC as forming part of the Contract
  - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

### **For and on behalf of the Procuring Entity**

Signed: \_\_\_\_\_ *[insert signature]*

in the capacity of \_\_\_\_\_ *[insert title or other appropriate designation]* In the presence of \_\_\_\_\_

\_\_\_\_\_ *[insert identification of official witness]* **For and on behalf of the Supplier**

Signed: \_\_\_\_\_ *[insert signature of authorized representative(s) of the Supplier]* in the capacity of \_\_\_\_\_

\_\_\_\_\_ *[insert title or other appropriate designation]* in the presence of \_\_\_\_\_

\_\_\_\_\_ *[insert identification of official witness]*

**FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Employer]*

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

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

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

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

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

**FORM No. 6 - PERFORMANCE SECURITY [Option 2– Performance Bond]**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Employer]* **Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE BOND No.:** \_\_\_\_\_

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

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

this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

**FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]**

[Guarantor letterhead]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Employer]

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

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

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

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (in words \_\_) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words \_\_\_\_\_) <sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at -----.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

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

<sup>2</sup> Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

**FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM  
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

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

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

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

Tender Reference No.: \_\_\_\_\_ [insert identification  
no] Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the  
assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

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

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

**Details of beneficial ownership**

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
<b>1.</b>	Full Name	Directly----- ----- % of shares	Directly..... .....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?:  Direct..... .....  Indirect..... .....	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes ----No-- --  2. Is this influence or control exercised directly or indirectly?  Direct..... .....  Indirect..... ...
	National identity card number or Passport number				
	Personal Identification Number (where applicable)	Indirectly---- ----- % of shares	Indirectly----- % of voting rights		
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
2.	Full Name	Directly----- ----- % of shares  Indirectly---- ----- % of shares	Directly..... .....% of voting rights  Indirectly----- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?:  Direct..... .....  Indirect..... .....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No-- --  2. Is this influence or control exercised directly or indirectly?  Direct..... .....  Indirect..... ...
	National identity card number or Passport number				
	Personal Identification Number (where applicable)				
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
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II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

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

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

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

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

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

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

Bidder Official Stamp

