



# Agro-Chemical and Food Company Limited

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

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**ACFC/SCM/03/2026/27**

**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 1230HRS**



# Agro-Chemical and Food Company Limited

## INVITATION TO TENDER

**Tender No.:** ACFC/SCM/03/2026/27

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

1. Agro Chemical and Food Company Limited (ACFC) invites sealed tenders from eligible candidates for the Supply & Delivery of electrical spare parts
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 (PIIP): [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 1230hrs**. 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

**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**

33.1 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 packages.**

33.2 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.

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

33.4 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/03/2026/27</b> The Procuring Entity is: <b>Agro Chemical and Food Company Limited</b> The name of the Contract is: <b>Supply &amp; Delivery of Supply &amp; Delivery of Electrical Spare Parts a one-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: <i>None</i> <hr/> The firms that provided consulting services for the contract being tendered for are: <i>None</i>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <i>[insert a number]</i>
ITT 3.7	A list of debarred firms and individuals is available on the PPRAs 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, 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 <i>shall not be</i> 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 Tender Security <i>shall not be</i> required. A Tender-Securing Declaration <i>shall be</i> 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 <u>Tender submission purposes</u> 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> Time: <b>1230hrs</b>

<b>ITT Reference</b>	<b>Particulars Of Appendix To Instructions To Tenders</b>
	Tenderers <i>shall not</i> have the option of submitting their Tenders electronically.
<b>ITT 24.1</b>	The Tender opening shall take place at: <b>ACFC Training Centre, ACFC Factory, Muhoroni</b> Date: <b>July 21, 2026</b> Time: <b>1230hrs</b>
<b>ITT 24.6</b>	The number of representatives of the Procuring Entity to sign is <b>3</b>
<b>E. Evaluation and Comparison of Tenders</b>	
<b>ITT 31.1</b>	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: <b>the Central Bank in Kenya.</b>  The date for the exchange rate shall be: <b>The date tender is opened.</b>
<b>F. Award of Contract</b>	
<b>ITT 49.1</b>	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: <b>1.</b> the terms of the Tendering Documents; and <b>2.</b> the Procuring Entity’s decision to award the contract.

### SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 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
MR 1	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)	
MR 2	Certificate of Registration/Incorporation	
MR 3	Current CR 12 (twelve months from the date of issue) and Directors ID	
MR 4	Provide valid copy of Kenya Revenue Authority Tax Compliance Certificate.	
MR 5	Current and valid copy of business license from the county Government where the business is located	
MR 6	Power of attorney to confirm that the tender has been duly signed by the person lawfully authorized (commissioner for oath)	
MR 7	Duly filled Certificate of Independent Tender Determination	
MR 8	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	
MR 9	Duly filled Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice	
MR 10	declaration and commitment to the code of ethics	
MR 11	Duly filled, stamped and signed Confidential Business Questionnaire	
MR 12	Conflict of interest disclosure	
MR 13	Dully filled, signed and stamped commitment to provide Beneficial Ownership(BO) Information	
MR 14	Duly completed form of tender (on a company letter head)	
MR 15	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/ manufacturer's warranty	
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. <b><i>Attach pictorial or commit that you shall provide sample as and when required.</i></b></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 " <b><i>through call-offs order on need basis at awarded unit price per piece</i></b> " 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.]*

#### **4.1 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.

**43 If Tenderer is a Supplier:**

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 [in  
sert 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)					Date: _____			
_____		Currencies in accordance with ITT 15					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]

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

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

\_\_\_\_\_  
[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

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
1	ASKARI PANEL MOUNTING SOUNDER 560002FULL - 0072	Nos		
2	INDUCTION MOTOR (440VA/50HZ/3 OHM)	Nos		
3	MOTOR FLANGE MOUNTED IP. 55 FRAME LA5207-2A	Nos		
4	HYDROMETER FOR BATTERY ELECTROLITE	Nos		
5	STIRRER TAILER MADE TO SUIT SPIRIT BLENDING TANK	Nos		
6	FOOT&FLANGE MOUNTED ELECTR.MOTOR3PH	Nos		
7	2.2KW FRAME E100L EXP FOOT MOUNTING	Nos		
8	FLAME PROOF 3PHASE IND. MOTOR FOOT	Nos		
9	06Y0051 FILTRATION CONVEYOR BELT MOTOR	Nos		
10	3KW-3000RPM MOTOR 50HZ	Nos		
11	0.5 HP SINGLE PHASE MOTOR 2900 RPM COMPLETE WITH PUMP	Nos		
12	KW-1500VPH-3PH MOTOR-T/ENC.FANCOOL	Nos		
13	SQUIRREL CAGE INDUCTION -4KW	Nos		
14	FLANGE MOUNTED ELECTRIC MOLER 3PHAS	Nos		
15	FLAME PROOF 3 PHASE IND. MOTORS	Nos		
16	TOT.ENC.FAN-MOTOR7.5KW 1500VPM 440V	Nos		
17	KIRL. TY7.5KW3000(TEF)COO'D S.CAGE	Nos		
18	7.5 MOTOR/ 415V/ 14.6A/ 870RPM TOTALLY ENCLOSED FU	Nos		
19	3PH IND. MOTOR 415V 7.5KW-B. HANSEN	Nos		
20	15KW MOTOR CINFORMING TO NEMA STDS TEFC/ DERATING	Nos		
21	3PH IND. MOTOR 415V 18.5KW-B.HANSEN	Nos		
22	1.1KW 1450RPM CAGE IND.MOTOR-HANSEN	Nos		
23	1.1KW 900RPM CAGE IND.MOTOR-HANSEN	Nos		
24	2.2KW MOTOR 3PH 380-415V 2900RPM	Nos		
25	MOTOR 45KW ACI RPM 2940 BS2613	Nos		
26	15 KW MOTOR TOTALLY ENCLOSED FAN COOLED	Nos		
27	0.75KW GEARED MOTOR-415V/50HZ 1500RPM	Nos		
28	3 PHASE MOTOR/ POWER RATING= 0.37KW/0.5HP SPEED 92	Nos		
29	3 PHASE INDUCTION MOTOR:G-DA71SG/0.37KW/415V/50Hz	Nos		
30	ROTOR & STATOR-CARRIER FRIDGE UNIT	Nos		
31	4Kw 1460RPM Gearmotor SEW DRE 132S4/TF	Nos		
32	1.5Kw 1410RPM Gearmotor	Nos		
33	SQ.CAGE MOTOR VOLTAGE 440V/3 .AC 50	Nos		
34	COMPLETE PUMP WITH MOTOR 415V/50HZ	Nos		
35	BARP SHAFT PUMP KBS COMPL.415V/50HZ	Nos		
36	ANTICO PUMP COMPLETE.HP5.20M.EXP160	Nos		
37	STATOR FOR 2NAA 101 SPARE	Nos		
38	PUMP CR 5-16A-FGJ-A-E/MODEL:A9651705	Nos		
39	SELF PRIMING PROCESS PUMP COMPLETE WITH MOTOR	Nos		
40	3PHASE ELECTRIC MOTOR 11KW ,415V, 2928RPM.IP-55.FRAME-M2BA160ML A2B3.MOUNTING ;BOTH FOOT AND FLANGE	Nos		
41	22 KW 2900 RPM IE3 THREE PHASE INDUCTION MOTOR FOOT MOUNTING	Nos		
42	Twin lobe Positive displacement blowers. Design; positive	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
	pressure, Medium; filtered air through inlet			
43	DRYER FD MOTOR POWER 55KW CLASS B	Nos		
44	COMPRESSOR FOR CARRIER.30HR 415V.	Nos		
45	STATOR FOR COMPRESSOR 30HR 091.900E	Nos		
46	THREE PHASE MEDIUM SPEED MOTOR; SPEC; 11KW,1465RPM	Nos		
47	CHEMICAL DOSING PUMP FREQ 50HZ/ POWER 11WATTS	Nos		
48	CARRIER UNIT MOTOR FOR COMP 400V	Nos		
49	3V Lithium Coin Cell Battery CR2032	Nos		
50	BATTERY CHARGER FOR 12V & 24V .240V	Nos		
51	5.5Kw 2920RPM Motor	Nos		
52	TELEMECH.RELAY TY(RHT)M30-60HZ 220V	Nos		
53	CONTROL RELAY TELEMECH. RHL 211M	Nos		
54	CONTROL RELAYS 11 PIN COIL;240V AC,CURRENT;10A, CONTACTS;240 V AC	Nos		
55	RELAY TIMER RHR 41/M	Nos		
56	ON DELAY TIMER RELAY	Nos		
57	TELEMECHANIQUE TIMER RELAY RE1-LA002	Nos		
58	TELEMECH. TIMER LA2D22	Nos		
59	GIC Phase Failure Relay	Nos		
60	ON DELAY TIMER OF 1-30SECS	Nos		
61	TIMER RELAY/ LEGRAND 49926 POLAR R	Nos		
62	STAND FAN SANYO	Nos		
63	Pop Rivets 26X4mm	Nos		
64	Heavy Duty Pop Rivet Gun	Nos		
65	L&T Star Delta Motor Controller Type MU-G30	Nos		
66	SWITCH A.O.H.S WITH BASE	Nos		
67	ZB2-BE101C NORMALLY OPEN NO CONTACT, SCHNEIDER OR APPROVED EQUIVALENT	Nos		
68	TN-604 Little Giant Aluminium Ladder, 4X4 Steps, Adjustable height	Nos		
69	Weatherproof Switch 1 gang 2 way	Nos		
70	FILTER WITH FAN 19W160M3/H 230V,148.5X148.5MM	Nos		
71	OUTLET FILTER 148.5X148.5mm	Nos		
72	MULTIPLE STEP CONTROLLER UNITS 30HR	Nos		
73	FLOW METER WITH TOTALIZER FOR DIESEL :MAKE KE	Nos		
74	MECHANICAL DIESEL FLOWMETER K44, FLOWRATE:25LITRES PER MINUTE	Nos		
75	HOUR COUNTER METER 621	Nos		
76	VARIABLE OUTPUT TRANSFORMER 240V 50	Nos		
77	CONTROL TRANSFORMER 240VX48VX50HZ	Nos		
78	CONTROL TRANSF.PV440 SV220/24 VA950	Nos		
79	CONTROL TRANSFORMER PV440V 5V 2000V	Nos		
80	MS705 Stainless Steel Cabinet Panel Lock S-Shaped Wing Lock Cylinder Insert Cam Tongue-turning Lock	Nos		
81	Stainless Steel Universal Key, Capable of opening four types of locks	Nos		
82	Hand Lever Type Grease Gun - Heavy Duty	Nos		
83	Phoenix VAL-MS 320 ST Type 2 Surge Protection Plug	Nos		
84	Phoenix F-MS 12 ST Type 2 Surge Protection Plug	Nos		
85	Bosch GBL 800 E Blower with Dust Extraction	Nos		
86	STHT84403 Stanley 6-inch Curved Jaw Locking Pliers	Nos		
87	Bosch GBH 2-26 F Hammer Drill	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
88	CONTACTOR X 240V 90KW 50HZ ABB,SIEMENS SCHNEIDER OR EQUIVALENT	Nos		
89	AC Axial Fan 230VAC 50HZ 530CFM 225X225X80mm	Nos		
90	Flameproof Spring Type Green Push Button	Nos		
91	Stainless Steel Key for S-Shaped Wing Lock	Nos		
92	Type 3 Surge Protection Device (SPD), 230V AC, Single Phase, DIN-rail mounted, ≤1/25kV protection level, 5kA (8/20µs) nominal discharge current, pluggable Equivalent to Phoenix Contact	Nos		
93	TELEMECHANIQUE CONTACTOR UPTO 150AMP CN1-GC-133 22	Nos		
94	CONTACTOR SIEMENS 3TF 53 KW-110/220A/415V	Nos		
95	3RT2015-1AP01 Contactor, AC-3 7A, 3kW, 1NO, 230VAC, 50Hz, S00	Nos		
96	4 KW CONTACTORS	Nos		
97	Select TC244 Temperature Controller	Nos		
98	4KW AC3 CONTACTOR,240V COIL, INC & INO AUXILIARY CONTACTS, ABB,SIEMENS, SCHNEIDER OR APPROVED	Nos		
99	MCB 32A 3-Pole	Nos		
100	7.5KW AC3 CONTACTOR,240V COIL,INC & INO AUXILIARY CONTACTS,ABB, SIEMNS, SCHNEIDER OR APPROVED	Nos		
101	Silicone Rubber Heat Shrink Tubing Dia. 36mm	Nos		
102	7.5 KW DOL Starter (Waterproof)	Nos		
103	3RT2024-1AP00 Contactor, AC-3 12A, 5.5kW, 1NO+1NC, 230VAC, 50Hz 3-pole, S0	Nos		
104	OVERLOAD RELAY 1.6 TO 2.5AMPS	Nos		
105	THERMOL OVERLOAD RELAY RANGE 8 - 12A	Nos		
106	Thermal overload relay 23-32A	Nos		
107	OVERLOAD RELAYS LRI D09306 RANGE 1 - 1.6 AMPS	Nos		
108	THERMAL OVERLOAD RELAY LRI-D 09307 2.5 - 4AMPS	Nos		
109	BIMETALIC THERMAL OVERLOAD RELAY 2 - 4amp	Nos		
110	THERMAL OVERLOAD RELAY TELEMECHANIQUE LRI-D09310	Nos		
111	Thermal overload relay 5-8A	Nos		
112	THERMAL OVERLOAD RELAY TELEMECHANIQUE LRI-D09314 7-10Amps	Nos		
113	THERMAL OVERLOAD RELAY TELEMEQ. LRI 12316 10-13AM	Nos		
114	O/C LR/ D16321 13-18AMP	Nos		
115	THERMOL OVERLOAD RELAY LR-D25322 (18-25)AMP	Nos		
116	OVERLOAD THERMAL RELAY TELEMECHANIQUE 25-32A	Nos		
117	O/C RELAY LRI-D40355	Nos		
118	OVERLOAD RELAY LRI-D63357 38-50AMP	Nos		
119	OVERLOAD RELAY 90-150A TELEMECHANIQUE LRP FS 369	Nos		
120	OVERLOAD RELAY 32 - 40A LR2 D33 TELEMECANIQUE	Nos		
121	CONTACT BLOCK LA7-D4058	Nos		
122	OVERLOAD RELAY 28-34A	Nos		
123	OVERLOAD RELAYS 25-40A; SIEMENS,ABB,SCHNEIDER OR APPROVED	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
	EQUIVALENT			
124	OMRON MKS2P RELAY 8PIN C/W BASE COIL: 230 V AC ;CONTACTS 230V AC /10A	Nos		
125	OVERLOAD RELAY 37-45A	Nos		
126	LEVEL RELAY FOR CONDUCTIVE LIQUID, MODEL :LOVATO LVM 20	Nos		
127	R/CONTACT BLOCKS TELEMACH-LAI-DHOA5	Nos		
128	OVERLOAD RELAY RANGE 32 - 50A	Nos		
129	5PIN 32A SWITCH SOCKET C/W MALE AND FEMALE EXCL 11A / 11B IP 65 T6 TYPE PB 31254	Nos		
130	OVERLOAD RELAY[ 80-100A] 3 PHASE	Nos		
131	Capacitor Contactor, 25 kVAR, 415V, AC-6b, 230V Coil, with inrush limiting resistors, Equivalent to EPCOS B44066S3210J230	Nos		
132	TELEMECANIQUE OVERLOAD RELAY 75105	Nos		
133	3RT2617-1AP03, Capacitor contactor, AC-6b 12.5kVAr, 1NO+1NC, 230VAC, 50Hz 3-pole, S00 screw Siemens	Nos		
134	Capacitor Contactor, 50 kVAR, 415V, AC-6b, 230V Coil, with inrush limiting resistors, Equivalent to EPCOS B44066S6210J230	Nos		
135	BASE FOR CONTACTOR 253(LC/ D-253)	Nos		
136	Avon Contact Element with Multiple Configuration (PBE-1 C/D/E)	Nos		
137	Illuminated selector switch, XB5AK133B5, 1NO+1NC, 230-240VAC, 3-Positions	Nos		
138	Heavy-Duty Industrial Motor Siren, Model MS-490 or approved equivalent, 240VAC, 50HZ, minimum 130dB output, IP44 rated .	Nos		
139	XB2B EMERGENCY PUSH BUTTON,SCHNEIDER OR APPROVED EQUIVALENT	Nos		
140	XB2BA42 PUSH BUTTON [RED],SCHNEIDER OR APPROVED EQUIVALENT	Nos		
141	START STOP CONTROL SWITCH XAL B 213,SCHNEIDER OR ORIGINAL EQUIVALENT	Nos		
142	FLAME PROOF ON-OFF PUSH BUTTON STATION, 10A 415V IP66	Nos		
143	XAL-B102 Control Station, Start Function, NO, Green Button	Nos		
144	XB2BA42 PUSH BUTTON [GREEN],SCHNEIDER OR APPROVED EQUIVALENT	Nos		
145	Earth Rod Inspection Pits 300mm X 300mm X 300mm	Nos		
146	Copper Lightning Arrestor 16mm X 5/8" X 600mm c/w brass spikes and mounting base	Nos		
147	XB5KS2M4 Illuminated buzzer, Red, 22mm, 230...240 VAC.	Nos		
148	Heavy Duty Rod to Tape Earth Clamp	Nos		
149	Heavy Duty Rod to Cable Earth Clamp	Nos		
150	ZB2-BE102C NORMALLY CLOSED NC CONTACT,SCHNEIDER OR APPROVED EQUIVALENT	Nos		
151	Current Transformer CT ratio 400/5A	Nos		
152	WALL-MOUNTED MONOBLOCK ENCLOSURE: H400 W300 D200 PANEL	Nos		
153	Square Tape Test Clamp, Flat Conductor Size 25x3mm	Nos		
154	Copper Tape Clip 25x3mm	Nos		
155	3RT2036-1AP00 Contactor, AC-3 50A, 22kW, 1NO+1NC, 230VAC, 50Hz, 3-pole, S2	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
156	Liquid Electrical Insulation Spray (Nano Coating), aerosol 150–210 ml, dielectric, moisture-proof, anti-corrosion, for electrical/electronic components – Nano Protech or equivalent	Nos		
157	Polyurethane (PV) Foam Sealant 750ml Spray	Nos		
158	18KW AC-3 CONTACTORS WITH 1 NC AND 1 NO AUXILIARY CONTACTS; SIEMENS,ABB,SCHNEIDER OR APPROVED EQUIV	Nos		
159	3RT2028-1AP00 Contactor, AC-3 38A, 18.5kW, 1NO+1NC, 230VAC 50Hz, 3-pole, S0	Nos		
160	3RT2038-1AP00 Contactor, AC-3 80A, 37kW, 1NO+1NC, 230VAC 50Hz 3-pole, S2	Nos		
161	3 PHASE MOELLER DIL M (C) 50 CONTACTOR 415V/50HZ	Nos		
162	High Voltage Insulating Rubber Mat 1X10 metres	Nos		
163	3 PHASE 50 KVAR CONTACTOR COMPLETE WITH THE AUXILIARY CONTACTOR.SPEC'S; MAIN CONTACTOR.3PHASE 50KVA	Nos		
164	SETRON 3NP1133-1CA10 FUSE SWITCH DISCONNECTOR 3-POLE, NH00, 160A OR EQUIVALENT	Nos		
165	SETRON 3NP1123-1CA20 FUSE SWITCH DISCONNECTOR 3-POLE, NH00, 160A OR EQUIVALENT	Nos		
166	Cover D-URTK	Nos		
167	Switching Jumper ASB 2-RTK/S	Nos		
168	Test disconnect terminal block URTK/S	Nos		
169	Red 2.5 sq. mm Single Core PVC flexible cable – Helukabel	Metres		
170	Yellow 2.5 sq. mm Single Core PVC flexible cable – Helukabel	Metres		
171	Blue 2.5 sq. mm Single Core PVC flexible cable – Helukabel	Metres		
172	OMRON PROGRAMMABLE CONTROLLER SYSMAC CJ2M CPU32 WITH PROGRAMMING SOFTWARE.	Nos		
173	POWER SUPPLY OMRON CJ1W-PD 0025 SPARES FOR RVF PLC SPARES	Nos		
174	OMRON CJ1W ID211 24V/DC OUTPUT 16X SPARES FOR RVF PLC	Nos		
175	OMRON CJ1W OD211 CHN 12-24V/DC OUTPUT 16X SPARES FOR RVF PLC	Nos		
176	OMRON CJ1W MAD42 ANALOQUE INPUT 4X,ANALOQUE OUTPUT 2X	Nos		
177	POWER TRANSFOMER T1 V.P:415V,V.S :230/24,CODE 310054NRG04	Nos		
178	PROTECTION DEVICE TPM-SSD-60-230 TOSCANO	Nos		
179	OVERVOLTAGE SUPPERESSOR PHOENIX CONTACT PLUGTRAP PT2-PE/S 230AC-ST,Vc: 253VAC,26A,28 39 347	Nos		
180	EMERGENCY STOP SAFETY RELAY K1,TYPE : WIELAND , SNO. 4003K_AC/DC 24V,RI.188.0400.1	Nos		
181	YEAST SCREW SAFETY RELAY K5 WIELAND SA_BM_51_4EKL-A-DC24V RI. 180.0010.0	Nos		
182	YEAST SCREW SAFETY RELAY K5.1 WIELAND SA_IN_51_K-A-DC24V RI.180.0070.0	Nos		
183	OMRON POWER SUPPLY 58JX-15024CD 230AC/24DC 6A,WIELAND SA_BM_51_4EKL-A-55-	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
	DC24V,RI.180.0010.0			
184	OMRON RELAY COMPLETE WITH BASE;WITH STATUS LED;MODEL G2R-2-SND(2);0253W2;COIL VOLTAGE 24V DC;	Nos		
185	OMRON P2RF-08-E	Nos		
186	OMRON RELAY G3R-ODX025N	Nos		
187	OMRON P2RF-05-E	Nos		
188	3RT2027-1AP00 Contactor, AC-3, 32A, 15kW, 1NO+1NC, 230VAC, 50Hz, 3-pole SO	Nos		
189	3RT2026-1AP00 Contactor, AC-3, 25A, 11kW, 1NO+1NC, 230VAC, 50Hz, 3-pole SO	Nos		
190	3RT2025-1AP00 Contactor, AC-3, 17A, 7.5kW, 1NO+1NC, 230VAC, 50Hz, 3-pole, S0	Nos		
191	3RT2023-1AP00 Contactor, AC-3, 9A, 4kW, 1NO+1NC, 230VAC, 50Hz, 3-pole, S0	Nos		
192	3RT1055-6AP36 Contactor, AC3, 75 kW, 150A, 400VAC, 220-240VAC, 2NO+2NC, Siemens	Nos		
193	3RH2911-1HA22 Auxiliary Switch 2NO+2NC	Nos		
194	3RH2911-1HA11 Auxiliary Switch 1NO+1NC	Nos		
195	Siemens circuit breaker (MPCB), size S00, for motor protection, CLASS 10, adjustable current	Nos		
196	STAR-DELTA TIMING RELAY 3RP1574-1NP30 SIEMENS/SCHNEIDER	Nos		
197	AUXILLIARY SWITCH BLOCK[NO],SIEMENS/SCHNEIDER	Nos		
198	AUXILLIARY SWITCH BLOCK[NC],SIEMENS/SCHNEIDER	Nos		
199	TWIN PUSH BUTTON UNIT, GREEN/RED	Nos		
200	Center Post Busbar Insulator 35mm heights c/w bolts	Nos		
201	CENTER POST BUSBAR INSULATORS 51MM HEIGHT C/W BOLTS	Nos		
202	CENTER POST BUSBAR INSULATORS 76MM HEIGHT C/W BOLTS	Nos		
203	COPPER BUSHAR 30 X 0.5MM	Metres		
204	GREY SLOTTED PANEL TRUNKING 50 X60MM	Metres		
205	1.0 sq. mm Auto Cable, Grey	Rolls		
206	LED Pilot Light Green 230VAC XB7EV03MP	Nos		
207	XB7EV04MPN LED Indicator Lamp (Red) 230VAC	Nos		
208	XB7EV05MPN LED Indicator Lamp (Yellow) 230VAC	Nos		
209	XB7EV06MPN LED Indicator Lamp (Blue) 230VAC	Nos		
210	DIN RAIL PERFORATED	Metres		
211	END CLAMP	Nos		
212	Phoenix Partition Plate ATP-UT	Nos		
213	Control Panel	Nos		
214	CABLE TIES 200X4.8 MM ( WHITE)	Pkts		
215	CABLE TIES 4.8 X 200MM (BLACK)	Pkts		
216	5SY7163-7 Siemens MCB, 400V 15kA, 1-pole, C, 63A OR approved equivalent	Nos		
217	CABLE TIES 200 X 3.6MM WHITE	Nos		
218	5SY7101-7CC Siemens MCB, 400V 15kA, 1-pole, C, 1A OR approved equivalent	Nos		
219	Energy Meter, Class 0.5S, CT 5A, Measures V, I, kW, kWh, PF, 31st harmonic, Ethernet, Equivalent to Schneider PM5320	Nos		
220	Current Transformer CT ratio 250/5A	Nos		
221	8MR6423 - 5LV30 Filter Fan	Nos		
222	AC axial compact fan, 19W, 160m3/h, 230V,	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
	119X119X38mm			
223	8MR2170-1CB Thermostat NO Contact	Nos		
224	Ferrule AI 1.5 – 8	Nos		
225	Ferrule AI 2.5 – 8	Nos		
226	Ferrule AI 4 – 10	Nos		
227	Ferrule AI 6 – 12	Nos		
228	Ferrule AI 25 – 16	Nos		
229	Ferrule AI 10 – 12	Nos		
230	COPPER CABLE LUGS 10MM <sup>2</sup> M8	Nos		
231	Ferrule AI 35 – 16	Nos		
232	Brady 814116 Compact Safe Padlock 25mm Sha KD Red/6	Nos		
233	Brady 065501 B851 5.75X3 BK/RD/WH 2-Side 1-Flap 10/PK	Nos		
234	COPPER TUBE TERMINAL CRIMPING TOOL 1.5-16MM	Nos		
235	Crimping pliers for cable links 0.5 – 16mm <sup>2</sup>	Nos		
236	Type ACS Thermostat, Temperature range 0 – 100 °C, Stem dia. 7.94mm, Stem length 279mm, with both	Nos		
237	8MR6400 - 2GV45 Outlet Filter	Nos		
238	Schneider NSYCVF850M400PF Filter Fan 400V AC 850m <sup>3</sup> /h	Nos		
239	BOILER IGNITION TRANSFORMER 240v, SECONDARY COIL 2 X 5 KVA	Nos		
240	IGNITION TRANSFORMERS	Nos		
241	BOILER PHOTOCCELL SENSOR QRA 2 MAKE; SIEMENS ( 1801)	Nos		
242	BOILER WATER LEVEL-CIRCUIT BOARD SAACKE	Nos		
243	BOILER WATER LEVEL-ALARM MODULE	Nos		
244	BOILER WATER MODULATING COIL	Nos		
245	BOILER WATER ALARM COIL	Nos		
246	OILER WATER LEVEL-TERMINAL BLOCK	Nos		
247	B.W.L.-FLOAT/ROD & FERRULE	Nos		
248	PLUG-IN MODULE SNO.SHAW 1676	Nos		
249	PIN AIR\OIL MO.MOD.P\NO 363913016	Nos		
250	MAGNETIC SWITCH UNIT TYPE MP HIGH\LOW BOILER MOBREY WATER LEVEL SWITCH,TYPE SK50 FLOAT SWITCH.	Nos		
251	Fuel oil solenoid valve block for Saacke burner Contract No. VG 6618	Nos		
252	COIL-OIL SOLENOID VALVE747445150	Nos		
253	PLUG-IN MODULE SNO.SHAW 1676	Nos		
254	AIR/OIL MODULATION	Nos		
255	POTENTIOMETER SINGLE 747222609	Nos		
256	ELECTRODE FOR IGNITER 363901144	Nos		
257	PROVING PROBE FOR IGNITER 363801377	Nos		
258	FLUE MONITOR INTERFACE BOARD ETC 3000.	Nos		
259	SEQ.CONTRO.LFL 635/240V 747434022	Nos		
260	FLUE MONITOR INTERFACE BOARD COMPATIBLE WITH ETC 3900 CONTROLLER, (CONTACT NO VG 9304)	Nos		
261	VARIABLE SPEED INTERFACE S041025002	Nos		
262	PRESS.TROL L91B(10-300PSI)747434022	Nos		
263	ELAY 240V/4POLE 74747687	Nos		
264	RELAY 240V 3 POLE 74747687	Nos		
265	ELAY 240V/2 POLE 747421128	Nos		
266	FUSE FOR TRANSFORMER 747225495	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
267	NATO FUSE 2A 747225768	Nos		
268	PHOTOCELL FOR THE MICROBURN INCINERATOR MODEL 70B SERIAL NO.V08002 CAPACITY 50KGS/HRS SAUBATECH MAKE	Nos		
269	MICROSWITCH PT# 747145073	Nos		
270	CHECK THERMOSTAT PT#747433974	Nos		
271	THERMOSTATS(SAACKE)	Nos		
272	ISOLATOR COMPLETE PT#747221049	Nos		
273	TDR 25SEC(POST PURGE)PT#747247721	Nos		
274	ARTRIDGE HEATER 70W 333205113	Nos		
275	IONIZATION IGNITER WITH BUTANE GAS	Nos		
276	GNITER ASSEMBLY 363801716	Nos		
277	NOZZLE PILOT ARIFICE	Nos		
278	GNITION SOLENIOD VALVE PNO74742330	Nos		
279	Se@vis FSM 040A66 servo motor; Power: 230 V AC 50HZ 9.4W; Position time: 56 seconds/90°;	Nos		
280	FIRST LOW LEVEL MODULE 1676	Nos		
281	FLOAT ASSEMBLY&LOW WATER L AL.CHAM	Nos		
282	CELL CR2430	Nos		
283	63A 4-WAY CONSUMER UNIT C/W TWO 32A MCBS AND TWO 10A MCBs	Nos		
284	3 PHASE ISOLATORS TPN 32A/ 415V	Nos		
285	APACS RACK 24V DC POWER SUPPLY CONNECTING MOTHER BOARD CARD WHICH HOST ACM / MODULE SLOTS	Nos		
286	ETHERNET CABLES FOR INTERCONNECTING THE FSM SERVO MOTORS.	Nos		
287	INDUCTIVE PROXIMITY SENSOR COMPLETE WITH 2 METERS CONNECTING CABLE TURCK,B14 - M12-AP6X ,SENSOR RANG	Nos		
288	SERVO MOTOR,SE@VIS FSM 025A66,TYPE:SKVG 80- 6275,POWER SUPPLY:230 VAC/50HZ/8.7W	Nos		
289	Se@VIS FSM 040A66 SERVO MOTOR ,POWER:230 V AC 50 HZ 9.4W POSITION TIME : 56 SECONDS / 90 DEGREES,TOR	Nos		
290	DDCC SERVO MOTOR 24V 50112 FOR BOILER 2	Nos		
291	FEEDBACK POTENTIOMETER FOR SERVO MOTOR. MODEL: CONTELEC PL-240-1KO/M or Original Equivalent	Nos		
292	Micro Switch; Short roller lever; Tab terminal;16A @ 250 V AC;SPDT; IP40;OmronV-165-1c5 or Equivalent	Nos		
293	SWICHES FOR BOILER	Nos		
294	LIMIT SWITCH ROLLER UNIT	Nos		
295	SEQUENCE TIMER MOTOR	Nos		
296	MICRO SWITCH TYPE V166 STANDARD ROLLER 16[4]A 250VAC	Nos		
297	PRESSURE SWITCH 30-150MB	Nos		
298	DIAPHRAGM PRESSURE GAUGE; RANGE: 0 – 400MBAR; DIAL SIZE: 4” (100MM); FLANGE STAINLESS STEEL;	Nos		
299	S.MOTOR LIM.SWITCHDC24V10A AC80V	Nos		
300	NEW TIMER T1	Nos		
301	SIEMENS LFE-10 FLAME CONTROLLER;240V AC 50Hz ; PLUG-IN DESIGN .	Nos		
302	UV2 PHOTOCCEL	Nos		
303	IGNITER HOUSING	Nos		
304	OIL START THERMOSTAT	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
305	LOW FIRE MICROSWITCH S 1400400	Nos		
306	IGNITER ELECTRODE ZGA 150E.	Nos		
307	T 125 MA FUSES	Nos		
308	T.1A FUSE	Nos		
309	T 400 MA FUSES	Nos		
310	POWER SUPPLY BOARD FOR ETC 3000CONTROLLER FOR SAACKE BURNER VG9304.	Nos		
311	INDUSTRIAL POWER SUPPLY UNIT WITH POWER LED[GREEN].INPUT.230VAC 50HZ.OUTPUT.24V DC+-1%.5A.DIN RAIL	Nos		
312	BURNER INTERFACE CARD	Nos		
313	OXYGEN FILTER LA 220623.	Nos		
314	BASIC MOTOR DRIVE BOARD ETC 3000.	Nos		
315	ISOLATED DRIVE BOARD ETC 3900 COMPATIBLE (Contact no VG 9304)	Nos		
316	TIME RELAY STAR DELTA.60S AC 24V DC 200...240V 3RP1576-1NP30	Nos		
317	STAR DELTA TIMING RELAY 0.3S-30S,240V	Nos		
318	6 A SINGLE POLE THERMAL-MAGNETIC CIRCUIT BREAKER,ABB,SIEMENS,SCHNEIDER OR APPROVED EQUIVALENT.	Nos		
319	F.M.I. FLAME AMPLIFIER VG.7256LFE10	Nos		
320	TRANSFORMER T*2. 24V	Nos		
321	34V. TRANSFORMER T*3 OXYGEN VG7256.	Nos		
322	Thermal overload relay 30-40A	Nos		
323	O.C.U.FLOWMETER (OIL) VG.6618 BOILE	Nos		
324	BURNER DOOR SWITCH	Nos		
325	RESET PUSH BUTTON SWITCH.VG 6618	Nos		
326	BURNER ON/OFF SWITCH VG.6618 POSIT.	Nos		
327	KRAUS & NEIMER SWITCH POSITION 6618	Nos		
328	POSITION CAM SWITCH FOR FUEL FIRING	Nos		
329	DDCC 3000 FACIA DISPLAY BOILER SAACKE BURNER SR/NO.VG9304 TYPE;SKVG 80-6275	Nos		
330	DDCCETC 3000 BOILER CONTROLLER	Nos		
331	SAACKE ETC 3900 BOILER CONTROLLER CONTRACT NO.VG-09304 COMPLETE WITH ;POWER SUPPLY BOARD,BURNER	Nos		
332	ROTARY ATOMISER CUP 60-100M2	Nos		
333	CUP NUT SET M-SPA0404	Nos		
334	FLAME BAFFLE SKVG80 - PART NO. M-BA0093 FOR BOILER VG 9304	Nos		
335	IGNITER ELECTRODE M-MA0426	Nos		
336	SEQUENCE TIMER D63/9 S027022002	Nos		
337	PLUG IN RELAY S030001002	Nos		
338	IGNITION GAS VALVE S022021001IGNITION GAS VALVE S0	Nos		
339	OCU DOUBLE BLOCK OIL SOLENOID VALVES S019060003; SAACKE BURNER VG 9304; SUPPLY 230V AC 50HZ;	Nos		
340	GAS GOVENOR REPAIR KIT 2000667	Nos		
341	GAS PRESSURE SWITCH S011006003 RANGE 2.5 - 50mBAR FOR STEAM BOILER SAACKE BURNER VG 7256/9304,	Nos		
342	GAS PRESSURE SWITCH DG 150U S011006004 RANGE 30 - 150mBAR	Nos		
343	VCUP NUT SET M-SPA0404 SAACKE 0-7 Bar	Nos		
344	LIMIT SWITCH SAACKE 0-7 Bar	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
345	OIL CONTROL UNIT PRESSURE GAUGE P/N S010004001 SAACKE 0-6 Bar	Nos		
346	""BALL VALVE 6"" DONKIN-REPAIR KIT DIN 200145A" SAACKE 0-7 Bar	Nos		
347	BOILER 1 GAS TRAIN SHUT-OFF VALVE REPAIR KIT [VGO 7256/3]	Nos		
348	BIOGAS DIRT TRAP FOR ALBRECHT -AUTOMATIC SHUT-OFF VALVE BOILER 1 GAS TRAIN VGO7256/3	Nos		
349	MAC SOLENOID VALVE SAACKE 0-7 Bar	Nos		
350	OCU LOW FIRE OIL (MICRO-SWITCH) SAACKE 0-7 Bar	Nos		
351	OIL SHUT SOLENOID VALVE SAACKE 0-7 Bar	Nos		
352	LOW PRESSURE SWITCH SAACKE 0-7 Bar	Nos		
353	OIL PRESSURE GAUGE 0 TO 7 BAR SACKE	Nos		
354	OCU BLOCK HEATER 4.5 INCH LONG 240V PART NO SA04-0	Nos		
355	OCU TRACE HEATER	Nos		
356	Ceiling Fan Controller	Nos		
357	VERIABLE SPEED DRIVE 30KW 300HZ	Nos		
358	3 Blade Ceiling Fan	Nos		
359	PRESSURE TROL HONSYWELL ON / OF SWITCH	Nos		
360	PROCESS AUTOMATION CONTROLLER	Nos		
361	SIGNAL ISOLATOR SUPPLY 110VAC	Nos		
362	SIGNAL DISTRIBUTOR( MULTI-FUNCTION),JUXTA SERIES, 240VAC POWER SUPPLY,4-20mA INPUT,TWO OUTPUTS OF	Nos		
363	BYW 56V DIODES	Nos		
364	FD AIR PRESSURE SWITCH S011006003	Nos		
365	MICRO SWITCH 16A/250VAC TYPE V165 1C5 OMRON RS STO	Nos		
366	Power Supply Unit – UNO-PS/1AC/24DC/60W-2902992	Nos		
367	OMRON 24VDC RELAY/WITH LED INDICATION G2R-2-SND(S),0253W2	Nos		
368	OMRON RELAY LED G2R-2-SN(S) 1653W2 COIL:230 V AC CONTACTS 230 V AC FOR BOILER VG07256/3	Nos		
369	FIBRE OPTICS CABLE (6 CORE/STRIPE)	Nos		
370	ETHERNET CARD FOR XP-OPERATING SYSTEM CONECTIVIT	Nos		
371	OMRON 240VAC RELAY 11 PIN	Nos		
372	Finder relay 55.34.9.024.5020; 58 series only with 94 series socket; Coil: 24 V DC; Contacts:	Nos		
373	Thermistor motor protection device Type; siemens sirius;	Nos		
374	POWER RELAYS WITH STATUS INDICATOR MECHANICAL/LED ,11 PIN,COIL VOLTAGE:240VAC,CONTACTS CURRENT	Nos		
375	TRANSFORMER 230VAL/110	Nos		
376	PROGRAMMABLE DRUM LEVEL CONTROLLER 240VAC SUPPLY,24VDC OUTPUT, AT LEAST 2 RELAY.	Nos		
377	OXYGEN TRIM	Nos		
378	NAMC-11 BOARD NO.63984205 WITH SOFTWARE FOR VSD-A	Nos		
379	NIOC-01 BASE I/O BOARD NO.58906816 FOR VSD-ABB ACS	Nos		
380	CONTROL CARDS =94V-0 AT AND SFE-P4 535 1380 01Q	Nos		
381	CONTROL CARDS =AT AND SFE -P4 94V-0 535 1381	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
	01			
382	CONTROL CARDS 94V-0AT AND SFE -94 535 1380 01Q.	Nos		
383	CONTROL CARDS= AT AND SFE -P4 94V -0 535 1381 01	Nos		
384	INDUSTRIAL ROTARY CAM SWITCHES KRAUS & NAIMIER/ CA	Nos		
385	ELECTRODE CAPS FOR SAACKE BURNER VG 7256	Nos		
386	LIMIT SWITCH TELEMECHANIQUE TYPE: XCK - M COMPLETE	Nos		
387	HIGH TENSION CABLE FOR SAACKE BURNER VG7256	Metres		
388	THYRISTOR SEMIKRON TYPE: SKKT 172/14E 250A 415VOLT	Nos		
389	Soft Starter/ S6/ 162A/ 90KW/400V/ 40DEG/200-460VA	Nos		
390	SAACKE OIL METER FOR BURNER VG 7256	Nos		
391	SOFT STARTER CARDS TYPE: SIEMENS 3RW3950 - 6DC48	Nos		
392	COUPLING FOR SERVO MOTOR TO AIR DAMPERS LOUVRES FO	Nos		
393	Current Transformer CT ratio 100/5A	Nos		
394	Analog Ammeter 72X72mm, Ratio 100/5A	Nos		
395	AC AMMETER RATIO 10/5A	Nos		
396	7KM2111-1BA00-3AA0 Sentron PAC3200 Energy Meter	Nos		
397	TIA PORTAL VERSION 12 FOR SIEMENS S7 - 1200	Nos		
398	SEMIKRON BRIDGE RECTIFIER MODULE SKD 145/16	Nos		
399	SIEMENS SIMATIC WInCC BASIS V13 SOFTWARE	Nos		
400	SIEMENS SIMATIC S7, PROFIBUS CONNECTOR.	Nos		
401	SIEMENS SIMATIC S7-1200 CPU 1214C DC/DC/DC 6ES7214-1AG31-0XB0 SUPPLY 24VDC DI 14X24VDC,DQ 10X24VDC	Nos		
402	INDUCTIVE PROXIMITY SENSOR COMPLETE WITH 2 METERS CONNECTING CABLE TURCK	Nos		
403	Se@vis FSC-IO 4DI/1AI; 24 V DC/ 0.2 A; Part nr. 982200414 or 605322	Nos		
404	Se@vis FSC-IO 4RO/1AO; Supply: 24 V DC/ 0.2 A	Nos		
405	HESCH HE 5910 CAN-CPU/TEMP SER.NO. 00246492,24 V DC +/- 10% OUTPUT :1 REAL	Nos		
406	HESCH HE 5930-3 A-IN/I SER.NO 00271790,INPUT : 4 X 0(4) - 20mA.	Nos		
407	HESCH HE 5940 MOD.I/O SYSTEM SER.NO 00262860(MAIN BOARD).	Nos		
408	SE@VIS IO BASE 8 MAIN BOARD SER.NO. B8 1200494,24 V DC	Nos		
409	RS232< -> RS485 converter; Model: SC485i; Operating voltage: 24 VDC Mounting: DIN rail;	Nos		
410	SE@VIS IO POW24 POWER 24-A 24 V DC / 1.25A SER.NO P241200205	Nos		
411	Se@vis IO CAN O-A; Power 24-A; Ser. Nr: CAN1200038	Nos		
412	SE@VIS IO 25CI SE@VIS IO SCI SER.NO.SCI0501730 FOR BOILER VG07256/3	Nos		
413	SE@VIS IO 4RO SERIAL NO. 4RO 0800316 SPARES FOR BOILER VG07256/3	Nos		
414	SE@VIS IO 4DI SERIAL NO. 4DI 1100808 SPARES FOR BOILER VG07256/3	Nos		
415	24V DC Power supply unit; DIN rail mount; Input: 110 –	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
	230 V AC/ 50 – 60 HZ; Output: 24V DC/ 10A			
416	Digital to analogue convertor: Turk MS 25-UI, rotation speed monitor pulse output 14DC 10mA, current	Nos		
417	SAFETY RELAY ZANDER AACHEN TYPE:SR3D ID NO:472272 AC/DC 24 V ,MOUNTING : DIN RAIL	Nos		
418	REPEATER POWER SUPPLY PR 5104A 24 - 230 V AC/DC 3W 50/60 HZ INPUT 1,4 - 20mA ,INPUT 2 ,4 - 20mA	Nos		
419	SAACKE Se@vis HMI 10i PART NO. 636159,SERIAL NO.272400000-00201 VERSION:0006	Nos		
420	Omron Relay complete with base; Model: OMRON MKS2P; 8 round Pin; Coil voltage: 230 V AC; Contacts:	Nos		
421	Omron Inverter MX2-A4040-E	Nos		
422	Omron Inverter MX2-A4055-E	Nos		
423	ABB VSD ACS580-01-073A-4	Nos		
424	1.5KW 3-Phase 380-480V ACS150 ABB VFD	Nos		
425	ABB VSD ACS480-04-026A-4 11KW 25A	Nos		
426	ABB ACS480-04-05A7-4 2.2 kW 5.6 A VSD	Nos		
427	PRIMARY AIR GAS VALVE AND OIL VALVE SERVO MOTOR PART NO. 621516	Nos		
428	RESISTANCE WIRE	Nos		
429	MOBERY SWITCH	Nos		
430	G. C. 200 CONTROL MODULE 1000KVA DG SET -	Nos		
431	AC POWER SUPPLY CARD 240V/24V/ 5A. S/N 963868-05	Nos		
432	HOUR COUNTER METER-T621	Nos		
433	Schneider RXM4AB1P7 Plug-In Relay 14 Pin 240 V AC with Socket RXZ	Nos		
434	BI - PASS SWITCH 3 PHASE AND NEUTRAL PETERREINS	Nos		
435	HRC FUSE 36A	Nos		
436	HRC KNIFE TY. FUSE 50AMP SIZE NH.00	Nos		
437	Knife HRC fuse 63A	Nos		
438	HRC FUSES 80A 500V KNIFE TYPE	Nos		
439	HRC FUSE TYPE 100AM 500V KNIFE TYPE	Nos		
440	HRC FUSES KNIFE TYPE 500V 125A	Nos		
441	FUSES KNIFE TYPE 500 * 160 AMPS	Nos		
442	HRC FUSES KNIFE TYPE 200 / 250AMP	Nos		
443	HRC FUSES 315 AMPS.KNIFE TYPE	Nos		
444	HRC FUSES 400 AMP. KNIFE TYPE	Nos		
445	KNIFE TYPE FUSES 355A	Nos		
446	KNIFE TYPE FUSES 630A	Nos		
447	KNIFE TYPE FUSE REMOVER.	Nos		
448	3NA3822 LV HRC fuse element, NH000, 63 A, gG, AC: 500V	Nos		
449	HRC FUSE CARTRIDGE TYPE 2AMPS	Nos		
450	LOW VOLT:HRC FUSES CART.TYPE4A BOTT	Nos		
451	BOTTLE FUSES 6A	Nos		
452	HRC BOTTLE FUSES 10AMPS TYPE D	Nos		
453	BOTTLE FUSES 16 AMP	Nos		
454	HRC CARTR.FUSE LINK BOTTLE TYPE 20A	Nos		
455	HRC FUSES CARTRIDGE TYPE25A(BOTTLE)	Nos		
456	HRC BOTTLE TYPE FUSES 32Amps	Nos		
457	BOTTLE FUSE 40A	Nos		
458	ANTI SURGE FUSES TUBE MINIATURE 5X20MM. 50MA	Nos		
459	ANTI SURGE FUSES TUBE 5X20MM MINIATURE	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
	FUSES			
460	ANTI SURGE FUSES TUBE 5X20MM MINIATURE FUSES	Nos		
461	5X20MM MINIATURE FUSES ANTI SURGE TUBE 160MA	Nos		
462	5X20MM MINIATURE FUSES ANTI SURGE FUSES TUBE	Nos		
463	5X20MM MINIATURE FUSES ANTI SURGE FUSES TUBE	Nos		
464	5X20MM MINIATURE FUSES ANTI SURGE FUSES TUBE	Nos		
465	5X20MM MINIATURE FUSES ANTI SURGE TUBE 1A	Nos		
466	5X20MM MINIATURE FUSES ANTI SURGE FUSES TUBE	Nos		
467	5X20MM MINIATURE ANTI SURGE FUSES TUBE 3.15A	Nos		
468	5X20MM MINIATURE FUSES ANTI SURGE FUSES TUBE	Nos		
469	FUSE HOLDER KNIFE TYPE BUSH BAR	Nos		
470	5X20MM MINIATURE FUSES ANTI SURGE FUSES TUBE	Nos		
471	5X20MM MINIATURE FUSES ANTI SURGE FUSES TUBE	Nos		
472	ANTI SURGE FUSES 1 1/4 X 1/4 GLASS TUBE 150MA	Nos		
473	""ANTI SURGE FUSES 1 1/4"" X 1/4"" GLASS TUBE 500"	Nos		
474	""ANTI SURGE FUSES 1 1/4"" X 1/4"" GLASS TUBE 1A"	Nos		
475	""ANTI SURGE FUSES 1 1/4"" X 1/4"" GLASS TUBE 3A"	Nos		
476	""ANTI SURGE FUSES 1 1/4"" X 1/4"" GLASS TUBE 5A"	Nos		
477	""ANTI SURGE FUSES 1 1/4"" X 1/4"" GLASS TUBE 10A"	Nos		
478	KNIFE TYPE NH SIZE 2 FUSES 315A	Nos		
479	KNIFE TYPE NH SIZE 1 FUSES 250A	Nos		
480	KNIFE TYPE HN SIZE 1 FUSES 200A	Nos		
481	H.R.C CARTRIDGE FUSE BASE	Nos		
482	Siemens 3NA3832 LV HRC fuse element, NH00, 125A, 500VAC	Nos		
483	KNIFE TYPE NH IGL FUSES 200A	Nos		
484	Siemens 3NA3830 LV HRC fuse element, NH000, 100A, 500VAC	Nos		
485	ROUND HF FUSES 63A	Nos		
486	ROUND HF FUSES 32A	Nos		
487	ROUND HF FUSES 20A	Nos		
488	ROUND HF FUSES 16A	Nos		
489	ROUND FUSE SIZE 22 BY 58,125A,400V	Nos		
490	BUSH BAR MOUNTING KM-RS 27-125 AM	Nos		
491	BUS BAR MOUNTING SINGLE POLS 35A FUSE/CBs.	Nos		
492	FUSE HOLDER 16A L SCREW CAPS	Nos		
493	FUSE HOLDERSCREW CAP	Nos		
494	PORCELIN GAUGE RINGS	Nos		
495	PORCELENE GAUGE RINGS	Nos		
496	PORCELENE GAUGE RINGS	Nos		
497	FUSE GUIDE RING 25A	Nos		
498	ROUND TYPE FUSES 10.3 X 38,6A 415VAC	Nos		

<b>Lot №.</b>	<b>Item Description</b>	<b>UoM</b>	<b>Minimum Quantity</b>	<b>Unit price(Ksh)</b>
499	Fuse Base 32A	Nos		
500	FLUKE TL 175 TWISTGUARD TEST LEADS	Pairs		
501	3--POLE FUSE PROTECTING COVER TYPE E33 KLOCKNER MO	Nos		
502	FUSE HOLDER FOR GLASS TYPE 110-220V	Nos		
503	Fluke 323 Clamp Meter	Nos		
504	Phoenix Type 2 Surge Arrester VAL-MS 230/3+1	Nos		
505	HRC Fuses Link GEC 30A	Nos		
506	Socomec RM 32 Cylindrical Fuse holder, 10X38, 32A, 690V	Nos		
507	HRC OFF SET TAG FUSES LINK 63A	Nos		
508	Schneider multifunction phase control relay RM35TF30	Nos		
509	Socomec RM 100 Cylindrical Fuse holder, 22X58, 125A, 690V	Nos		
510	3RV2031-4EA15 Circuit breaker (MPCB), 22...32A, 65kA(400V), S2, 1NO+1NC, Siemens or APPROVED equivalent	Nos		
511	5SY7102-7CC Siemens MCB, 400V 15kA, 1-pole, C, 2A OR approved equivalent	Nos		
512	MCCB, 3-Pole, 250A, 25kA Ics at 415V, D Curve, Siemens, ABB, Schneider or approved equivalent	Nos		
513	SIEMENS CIRCUIT BREAKER 500-630A	Nos		
514	MCB, 3-Pole, 25A, 25kA Icu at 415V, D Curve, Siemens, ABB, SCHNEIDER OR APPROVED EQUIVALENT.	Nos		
515	MCB 6A 3-Pole	Nos		
516	MCB 10A 3-Pole	Nos		
517	MCB 16A 3-pole	Nos		
518	5SY7104-7CC Siemens MCB, 400V 15kA, 1-pole, C, 4A OR approved equivalent	Nos		
519	80A-3-POLE MCCB, SIEMENS, SCHNEIDER OR APPROVED EQUIVALENT	Nos		
520	5SY7302-7CC Siemens MCB, 400V 15kA, 3-pole, C, 2A OR approved equivalent	Nos		
521	CIRCUIT BREAKERS 400AMPS	Nos		
522	5SY7206-7CC Siemens MCB, 400V 15kA, 2-pole, C, 6A OR approved equivalent	Nos		
523	MCB 16A 3-pole	Nos		
524	Siemens MCB 400V 15kA, 1-pole, C, 10A, Part no: 5SY7110-7CC OR original equivalent.	Nos		
525	5SY7216-7CC Siemens MCB, 400V 15kA, 2-pole, C, 16A OR approved equivalent	Nos		
526	MCB 20A 1-pole	Nos		
527	Fluke TP165X Remote Control Probe	Nos		
528	Fluke 378 FC Clamp Meter	Nos		
529	Eaton MCB, 6A, 1-pole	Nos		
530	Eaton MCB, 16A, 1-pole	Nos		
531	Eaton MCB, 20A, 1-pole	Nos		
532	Eaton MCB, 32A, 1-pole	Nos		
533	Eaton MCB, 40A, 1-pole	Nos		
534	Siemens MCB 400V 15kA, 1-pole, C, 16A, Part no: 5SY7116-7CC OR original equivalent.	Nos		
535	Siemens MCB 400V 15kA, 1-pole, C, 32A, Part no: 5SY7132-7CC OR original equivalent.	Nos		
536	Siemens MCB 400V 15kA, 1-pole, C, 6A, Part no: 5SY7106-7CC OR original equivalent.	Nos		
537	Siemens MCB 400V 15kA, 1-pole, C, 10A, Part no: 5SY7110-7CC OR original equivalent.	Nos		

<b>Lot №.</b>	<b>Item Description</b>	<b>UoM</b>	<b>Minimum Quantity</b>	<b>Unit price(Ksh)</b>
538	Siemens MCB 400V 15kA, 3-pole, C, 10A, Part no: 5SY7310-7CC OR original equivalent.	Nos		
539	Siemens MCB 400V 15kA, 2-pole, C, 10A, Part no: 5SY7210-7CC OR original equivalent.	Nos		
540	Siemens MCB 400V 15kA, 1-pole, C, 20A, Part no: 5SY7120-7CC OR original equivalent.	Nos		
541	Siemens MCB 15kA, 2-pole, C, 32A, part no. 5SY7232-7CC	Nos		
542	5ST3764 Pin Busbar	Nos		
543	Industrial Socket, 32A, 5-Pin, 415V , Equivalent to Schneider/ABB/Siemens	Nos		
544	SELEC 900CPR-3-1-BL CURRENT PROTECTION RELAY	Nos		
545	3UG4616-1CR20 Digital monitoring relay, Phase failure, Undervoltage and overvoltage, Siemens, or	Nos		
546	3RP2574-1NW30 Electronic Star-Delta timing relay, 1...20s, 12-240V AC/DC at 50Hz AC, Siemens, or APP	Nos		
547	3RV1915 - 1AB 3- PHASE BUSBAR	Nos		
548	3RV2031-4VA15 Circuit breaker (MPCB), 35...45A, 65kA(400V), S2, 1NO+1NC, Siemens or APPROVED equivalent	Nos		
549	3RV2011-1GA15 Circuit breaker (MPCB), 4.5...6.3A, 100kA(400V), S00, 1NO+1NC, Siemens or APPROVED	Nos		
550	3RV2011-1JA15 Circuit breaker (MPCB), 7...10A, 100kA(400V), S00, 1NO+1NC, Siemens or APPROVED equivale	Nos		
551	3RV2021-4AA15 Circuit breaker (MPCB), 10...16A, 55kA(400V), S0, 1NO+1NC, Siemens or APPROVED equivalent	Nos		
552	3RV2021-4CA15 Circuit breaker (MPCB), 16...22A, 55kA(400V), S0, 1NO+1NC, Siemens or APPROVED equivalent	Nos		
553	3RV2031-4XA15 Circuit breaker (MPCB), 49...59A, 65kA(400V), S2, 1NO+1NC, Siemens or APPROVED equivalent	Nos		
554	3RV2031-4KA15 Circuit breaker (MPCB), 62...73A, 65kA(400V), S2, 1NO+1NC, Siemens or APPROVED equivalent	Nos		
555	3RV2041-4YA15 Circuit breaker (MPCB), 75...93A, 65kA(400V), S3, 1NO+1NC, Siemens or APPROVED equivalent	Nos		
556	3RV2041-4MA15 Circuit breaker (MPCB), 80...100A, 65kA(400V), S3, 1NO+1NC, Siemens or APPROVED equivale	Nos		
557	3RT1926 - 4BA31 STAR JUMBER,3-POLE	Nos		
558	3RT2037-1AP00 Contactor, AC-3 65A, 30kW, 1NO+1NC, 230VAC 50Hz 3-pole, S2	Nos		
559	3RV2011-1FA15 Circuit breaker (MPCB), 3.5....5A, 100kA(400V), S00, 1NO+1NC, Siemens	Nos		
560	MCB Acti9 2-pole 63A C-Curve, 10kA at 415VAC	Nos		
561	CIRCUIT BREAKER 630 AMP 415VOLTS 3 PHASE (MCCB)	Nos		
562	MCCB 415V/500A THERMAL/MAGNETIC (SIEMENS)	Nos		
563	MCCB, 3-Pole, 160A, 25kA Ics at 415V, D Curve, Siemens, ABB, Schneider or approved equivalent	Nos		
564	3RT2047-1AP00 Contactor, AC-3 110A, 55kW, 1NO+1NC, 230VAC, 50Hz 3-pole, S3	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
565	MCCB, 3-Pole, 100A, 25kA Ics at 415V, D Curve, Siemens, ABB, Schneider or approved equivalent	Nos		
566	MCB, 3-Pole, 63A, 25kA Ics at 415V, D Curve, Siemens, ABB, Schneider or approved equivalent 95	Nos		
567	MCCB, 125A, TMD trip unit, 25kA Ics at 415 VAC, 3-Pole, 1250A (instantaneous)	Nos		
568	Digital Insulation Resistance Tester and True-RMS Multimeter, Fluke 1587 FC or approved equivalent	Nos		
569	Fluke 117 Digital Multimeter	Nos		
570	Siemens 3-phase infeed terminal, 3RV2925-5AB, for 3RV2 circuit breakers	Nos		
571	Fluke 9040 Phase Rotation Indicator	Nos		
572	ABB B6-30-10, 3-pole mini-contactor, AC-3, 4KW, 400V, Coil 24VDC	Nos		
573	ABB motor protection circuit breaker, Ie 4.00 .... 6.3A, Icu 50kA, 1NO+1NC, MS116-6.3-HKF1-11	Nos		
574	SPLITTER SWITCH FUSE UNIT 30AMP	Nos		
575	3 PHASE ELECTRIC MOTOR REVERSING SWITCH RATING 20A	Nos		
576	13A Metal Clad Socket Outlet Single	Nos		
577	INSULATING TAPE (GREEN) SIZE 0.13MMX19MMX20X05	Nos		
578	PLASTIC SURFACE TRUNKING FOR SURF.W	Metres		
579	1 Gang Switch 1 Way	Nos		
580	2 gang 2-way switch	Nos		
581	1 gang Switch 1 way	Nos		
582	3 GANG ONE WAY SWITCH	Nos		
583	FLAME PROOF PUSH BUTTON ON = OF TYPE : PB31202	Nos		
584	PUSH BUTTON FLAME PROOF,IP66,EX D 11A/11B,T6, CAT NO PBS/0A/1010 SR NO. R1498	Nos		
585	Single Socket Outlet, 13A, 240V AC, 1-gang, Switched, BS 1363 Square Pin, Equivalent to MK Electric.	Nos		
586	Double socket Outlet, 13A, 240V AC, 2-gang, Switched, BS1363 Square Pin, Equivalent to MK Electric	Nos		
587	COOKER SWITCH 30 AMP 240V FLUSH MOUNTING	Nos		
588	CEILING ROSE (FOR LAMP HOLDER).	Nos		
589	Single Socket Outlet 15A Round Pin	Nos		
590	Top Plug 13A Square Pin	Nos		
591	15A Metal Clad Socket Outlet Single	Nos		
592	MULTI PLUG 3SQ PIN ADAPTER	Nos		
593	Top Plug 15A Round Pin	Nos		
594	PENDANT LAMP HOLDER.	Nos		
595	ANGLE LAMP HOLDER screw type	Nos		
596	E27 (Screw) Pendant Lamp Holder (Without Ceiling Rose	Nos		
597	BRASS LAMP HOLDER (BAYONET CAP- TYPE)	Nos		
598	METALLIC SPOTLIGHT LAMP HOLDER PIN TYPE 240V	Nos		
599	E27 (Screw) Straight Batten Lamp Holder	Nos		
600	Sollatek Voltage Stabilizer SVS15-22, Output current 15A, 230VAC	Nos		
601	VOLTAGE STABILIZER. TYPE SVS220/CABLE INPUT VOLTAGE;230VAC-25%+19%,INPUT CURRENT;26A MAX,OUTPUT	Nos		
602	AVS 15 SOLLATEK	Nos		
603	AVS 30 SOLLATEK	Nos		
604	AVS 30 AMP SOLLATEK	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
605	SINGLE DEEP PATTRESS BOX (WHITE)	Nos		
606	SINGLE SHALLOW PATTRESS BOX (WHITE)	Nos		
607	DOUBLE DEEP PATTRESS BOX	Nos		
608	SINGLE PVC BACK BOX (BLACK)	Nos		
609	DOUBLE PVC BACK BOX (BLACK)	Nos		
610	SINGLE BLANKING COVERS (WHITE)	Nos		
611	DOUBLE BLANKING COVERS ( WHITE)	Nos		
612	ELECTRIC COIL 8"	Nos		
613	""COOKER SOLID PLATE 8""	Nos		
614	RADIANT HOT PLATE 6" FOR DOMESTIC ELECT. COOKER	Nos		
615	""COOKER SOLID PLATE 6""	Nos		
616	REGULATING SWITCH (COOKER REGULATOR)	Nos		
617	THERMOSTATICALLYCONTROLLED OVEN REG	Nos		
618	WATER HEATER THERMOSTAT	Nos		
619	INSTANT UNDER SINK WATER HEATER	Nos		
620	WATER HEATER ELEMENTS 240V 3KW	Nos		
621	HEATING ELEMENT [AUTO CLAVE COIL] BALCIK VDE 230V 3000W 2115	Nos		
622	KETTLE HEATER 240V X 3KW COMPLETE WITH ADAPTER	Nos		
623	BATHROOM SHAVER UNIT	Nos		
624	INSTANT SHOWER,LORENZETTI 4KW,240V	Nos		
625	Instant Shower Heating Element, 4600W, 220-240V AC, Compatible with Lorenzetti Maxi Ducha Ultra	Nos		
626	DOUBLE POLE 20A-WATER HEATER SWITCH	Nos		
627	MCB 30A TRIPLE POLE (MEM GUARD)	Pkts		
628	45A MK Water Heater Switch	Nos		
629	Siemens MCB 400V 15kA, 3-pole, C, 6A, Part no: 5SY7306-7CC OR original equivalent.	Nos		
630	MCB, 3-Pole, 40A, 25kA Icu at 415V, D Curve, Siemens OR APPROVED EQUIVALENT	Nos		
631	MCB, 3-Pole, 32A, 25kA Icu at 415V, D Curve, Siemens OR APPROVED EQUIVALENT	Nos		
632	50A-3-POLE MCCB, SIEMENS,SCHNEIDER OR APPROVED EQUIVALENT	Nos		
633	""WIRING CLIPS 2"" IN PACKETS"	Pkts		
634	PVC Waterproof Adaptor Box 300x250x120mm	Nos		
635	TOWER (WIRING) CLIPS 10MM (ROUND)	Pkts		
636	TOWER ( WIRING ) CLIPS 12MM ROUND	Pkts		
637	HEATING ELEMENT[ COIL] 8 INCHES	Nos		
638	HEATING ELEMENT[ COIL] 9 INCHES	Nos		
639	Circlip Plier Set, 4-Piece, 250mm (10"), internal & external, straight & bent jaws, Cr-V steel, DIN 5254 compliant, professional grade, Equivalent to Stanley	Sets		
640	MINI TRUNKS ( WHITE)	Nos		
641	STANLEY STMT72795-8 1/2" DR. SOCKET SET 24-PIECE 10-32MM 6-POINT	Sets		
642	TYPE NH FUSED BREAK SWITCH 160A	Nos		
643	TYPE NH FUSED 402D BREAK SWICTH250A	Nos		
644	TYPE NH FUSED LOADBREAK SWITCH 400A	Nos		
645	FUSE SWITCH DISCONNECTER SIZE GST 3-630 A.	Nos		
646	SOLATEK FRIDGE GUARDS 230V AC.V	Nos		
647	Industrial Plug, 32A, 5-Pin, 415V, Equivalent to Schneider/ABB/Siemens	Nos		
648	48 WAY DISTRIBUTION BOARD MEM GUARD OR MEM WITH 200 AMPS MCCB	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
649	5WAY ADAPTOR WITH SURGE EXTENSION CABLE 4 MTRS	Nos		
650	TELEMECH.CONTACTOR CNI-HC133C 220V.	Nos		
651	AUXIL.CONTACT BLK TELEM ZCL-GP5 INO	Nos		
652	CONTACTOR LCID0910 WITH 220 COILS.	Nos		
653	BULKHEAD LAMP FITTINGS	Nos		
654	COIL ASSEMBLY FOR B630.4 LOVATO CONTACTOR 240V	Nos		
655	CHANGEOVER CONTACTOR TYPE; B630.4/ MAKE LOVATO/ MA	Nos		
656	ON-LOAD MANUAL CHANGEOVER SWITCH 100 A 4-POLE	Nos		
657	3RV2901-1E Transverse Auxiliary switch,1NO+1NC, for 3RV2 circuit breakers.	Nos		
658	AUXILLIARY CONTACTOR BLOCK FOR ETN 30KW 415V AC CONTACTOR DILM50 XTCE050D	Nos		
659	CONTACTOR;MOELLER PK ZMO-16 SER-NO 04 FOR 7.5KW COIL VOLTAGE 240VAC	Nos		
660	Manual Changeover Switch, 40A, 4-Pole, 415V AC, AC-23, KATCO or approved equivalent	Nos		
661	3TF53 240V CONTACTOR SIEMENS / ABB	Nos		
662	3TF53 415V CONTACTOR SIEMENS / ABB	Nos		
663	INSULATED COPPER WINDING WIRE SWG 33	kgs		
664	SCOTCH CAST 3M 1.1KV PVC KABEL 1/4 AAR SQUARE MM TO 300 SQUARE MM	Nos		
665	SUPPER ENAMEL COPPER WINDING WIRE SWG 26	kgs		
666	ENAMEL COPPER WINDING WIRE 25 SWG	kgs		
667	COPPER WINDING WIRE SWG 24 (0.56 mm <sup>2</sup> )	kgs		
668	SUPPER ENAMEL COPPER WINDING WIRES SWG 23	kgs		
669	COPPER WINDING WIRE SWG 22( 0.71MM)	kgs		
670	COPPER WINDING WIRE SWG21(0.80)	kgs		
671	COPPER ENAMEL WINDING SWG 20	kgs		
672	SUPER ENAMEL COPPER WIRE SWG 19.	kgs		
673	COPPER WINDING WIRE 18 SWG	kgs		
674	WINDING WIRE SWG 18 & AHALF (1.12MM)	kgs		
675	INSULATED COPPER WINDING WIRE SWG 12	kgs		
676	INSULATING SLEEVES 2MM	Nos		
677	FIBRE GLASS SLEEVES 4MM	Nos		
678	FIBRE SLEEVES 6MM	Nos		
679	FIBRE GLASS INSULATING SLEEVE-8MM	Nos		
680	FIBRE GLASS INSULATING SLEEVES 10MMV	Nos		
681	POLYESTER WINDING INS. PAPERS 2MM	Nos		
682	WINDING WIRE PAPER WHITE 0.4MM	Nos		
683	HYPOTHERM INSULATION SHEET IMX50M LONG	Nos		
684	HYMAG AD1 VARNISH-ELECTR MOTOR INS.	Nos		
685	ISONEL VARNISH NO 31	Nos		
686	CORE CLEAN SOLVENT	Nos		
687	WIRE ELECTRIC S27 THINNER CODEH1-1-	Nos		
688	NOMEX INSULATING PAPER 0.20MM	Nos		
689	NOMEX INSULATING PAPER 0.25MM	Nos		
690	NOMEX INSULATING PAPER 0.30MM	Nos		
691	Glass Cloth Electrical Tape, 3M 27, 19mmX33mm, 600V, 150°C OR Equivalent	Nos		
692	""COTTON TAPE 1""	Nos		
693	THINNER FOR CHLORINATED RUBBER PAINT	LTS		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
694	DENSIL TAPE	Nos		
695	CHLORINATED RUBBER PAINT GREY COLOUR (STANDARD SHADE)	LTS		
696	Insulating Tape, Black, PVC electrical grade, 0.13mmX19mmX20m, 600V insulating rating, flame retardant	Nos		
697	INSULATING TAPE (RED) SIZE 0.13MMX19MMX20X05	Nos		
698	INSULATING TAPE (YELLOW) SIZE 0.13MMX19MMX20X05	Nos		
699	INSULATING TAPE (BLUE) SIZE 0.13MMX19MMX20X05	Nos		
700	INSULATING TAPE (GREEN) SIZE 0.13MMX19MMX20X05	Nos		
701	""COTTON TAPE 1/2""	Nos		
702	""INSULATING TAPE 1""	Nos		
703	SCOTCH 23 TAPE (WATER RESISTANT)	Nos		
704	3M SCOTCH CAST 91-A1 SPLICING KIT MEDIUM	Nos		
705	SCOTCH CAST SPLICING KIT 94 - A1 FOR CABLE SIZE 185MM SQUARE	Nos		
706	3M Scotch Cast 92-NBA2 Splicing Kit	Nos		
707	Cable Splicing Kit, resin type, for 2.5-4mm <sup>2</sup> armoured cable, 600/1000V, IP68 rated, 3M ScotchCast 82-A1 or approved equivalent	Nos		
708	SOLDERING WIRE	Nos		
709	SOLDER STICKS	Nos		
710	3M ScotchCast Splicing Kit 88-NA5 for cable size 120-150 sq.mm	Nos		
711	Cable Splicing Kit, resin type, for 10mm <sup>2</sup> armoured cable, 600/1000V, IP68, 3M ScotchCast 82-A2 or approved equivalent	Nos		
712	SILICA GEL (COBALT SULPHATE SALT)	Nos		
713	2 C X 4MM PVC CABLE WITH EARTH 660	Metres		
714	Plastic fan for 1.1 KW 1450 RPM motor, code IE2-90S/L-4	Nos		
715	Plastic fan for 2.2 KW 1450 RPM motor, code IE2-100L1-4	Nos		
716	Plastic fan for 4 KW 1450 RPM motor, code IE2-112M-4	Nos		
717	Plastic fan for 5.5 KW 1450 RPM motor, code IE2-132S/M-4	Nos		
718	Plastic fan for 11 KW 1450 RPM motor, code IE2-IE2-160M/L-4	Nos		
719	Plastic fan for 18.5 KW 1450 RPM motor, code IE2-180M/L-4	Nos		
720	Plastic fan for 30 KW 1450 RPM motor, code IE2-200L-4	Nos		
721	Plastic fan for 45 KW 1450 RPM motor, code IE2-225S/M-4	Nos		
722	Plastic fan for 55 KW 1450 RPM motor, code IE2-250M-4	Nos		
723	Plastic fan for 90 KW 1450 RPM motor, code IE2-280S/M-4	Nos		
724	Plastic fan for 1.5 KW 2850 RPM motor, code IE2-90S/L-2	Nos		
725	Plastic fan for 3 KW 2850 RPM motor, code IE2-100L-2	Nos		
726	Plastic fan for 4 KW 2850 RPM motor, code IE2-112M-2	Nos		
727	Plastic fan for 5.5 KW 2850 RPM motor, code IE2-132S1-2	Nos		
728	Plastic fan for 11 KW 2850 RPM motor, code IE2-	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
	160M/L-2			
729	Plastic fan for 22 KW 2850 RPM motor, code IE2-180M-2	Nos		
730	Plastic fan for 30 KW 2850 RPM motor, code IE2-200L1-2	Nos		
731	""WIRING NAILS 1/2 TAKS/BLUE 3/4""	Pkts		
732	20mm Rubber Grommet without hole	Nos		
733	25mm Rubber Grommet without hole	Nos		
734	MULTI-JECTOR VACUUM PUMP	Nos		
735	25MM CERAMIC STRIP CONNECTOR	Nos		
736	PVC CABLE CHANNEL 5"WIDE	Nos		
737	20MM PVC COUPLERS	Nos		
738	PVC CABLE BINDERS MEDIUM SIZE	Pkts		
739	25MM PVC COUPLERS	Nos		
740	PVC DOUBLE CABLE SPACER 22	Nos		
741	Copper Ferrules 120mm Barrel	Nos		
742	COPPER FERRULES 185MM BARREL	Nos		
743	COPPER FERRULES 240MM BARREL	Nos		
744	Ferrule AI 16 – 12	Pkts		
745	COPPER FERRULES 6MM BARREL	Nos		
746	INSULATING SLEEVES 2MM	Nos		
747	FIBRE GLASS SLEEVES 8MM	Nos		
748	CABLE GLANDS EX PG 21	Nos		
749	TOWER CLIPS 12MM SQUARE	Boxes		
750	TOWER CLIPS 10MM SQUARE	Boxes		
751	20A JUNCTION BOX	Nos		
752	JUNCTION ADAPTOR BOX SIZE 150X150X70 MM	Nos		
753	300mm X 2.4m galvanized steel cable ladder	Nos		
754	150mm X 2.4m galvanized steel cable ladder	Nos		
755	Red 4.0 sq. mm Single Core PVC flexible cable – Helukabel	Metres		
756	Yellow 4.0 sq. mm Single Core PVC flexible cable – Helukabel	Metres		
757	Blue 4.0 sq. mm Single Core PVC flexible cable – Helukabel	Nos		
758	CABLE TIE ( MEDIUM SIZE)	Pkts		
759	CABLE TIES BLACK,200 MM LONG MATERIAL : NYLON	Pkts		
760	Red 1.5 sq. mm Single Core PVC flexible cable – Helukabel	Metres		
761	Yellow 1.5 sq. mm Single Core PVC flexible cable – Helukabel	Metres		
762	Blue 1.5 sq. mm Single Core PVC flexible cable – Helukabel	Metres		
763	FLEXIBLE CABLE 1.5MM SQ,4C, EAST AFRICAN CABLES	Metres		
764	20MM PVC BENDS	Nos		
765	20 MMPVC HG CONDUITS	Nos		
766	25mm Black GI Reinforce PVC Flexible conduit	Metres		
767	FLEXIBLE CONDUITS (STEEL) 40MM2	Metres		
768	50X25mm 1.2mm Galvanised Cable Tray	Nos		
769	100X25mm 1.2mm Galvanised Cable Tray	Nos		
770	150X25mm 1.2mm Galvanised Cable Tray	Nos		
771	200X25mm 1.2mm Galvanised Cable Tray	Nos		
772	300X25mm 1.2mm Galvanised Cable Tray	Nos		
773	GI CABLE TRAYS 100 X 50MM OF 2.4 METRES LENGTH	Nos		

<b>Lot №.</b>	<b>Item Description</b>	<b>UoM</b>	<b>Minimum Quantity</b>	<b>Unit price(Ksh)</b>
774	6 Sq. mm, 4-Core PVC Insulated, PVC Taped, Steel Wire Armoured and PVC Sheathed Cable	Metres		
775	INSULATED COPPER BUS BAR ( 10MM X 60MM)	Metres		
776	Copper Flat Tape 25x3mm	Metres		
777	Copper Earth Electrode 16mm X 5/8" X 1200mm	Nos		
778	BUSBAR RUBBER INSULATOR 50MM X 5MM,1000V,50Hz	Nos		
779	BECKLITE BUSBAR INSULATOR W-13,L-15	Nos		
780	COPPER CABLE LUGS 1.5MM <sup>2</sup> M8	Nos		
781	COPPER CABLE LUGS 2.5 MM <sup>2</sup> M8	Nos		
782	COPPER CABLE LUGS 4.0MM <sup>2</sup> M8	Nos		
783	Copper cable lugs 70MM <sup>2</sup> M16	Nos		
784	COPPER CABLE LUGS 95 SQ.MM M16	Nos		
785	Copper cable lugs size 10mm <sup>2</sup> M8	Nos		
786	CABLE LUG KL8-25MM SQUARED	Nos		
787	ALLUMINIUM CABLE LUG KL 8-35(35MM)	Nos		
788	ALLUMINIUM LUG 10-50MM SQUARED	Nos		
789	ALLUMINIUM SHEETS IN ROLLS	Rolls		
790	Copper cable lugs 16MM <sup>2</sup> M10	Nos		
791	COPPER CABLE LUGS 10MM <sup>2</sup> M10	Nos		
792	COPPER CABLE LUGS 6MM <sup>2</sup> M8	Nos		
793	ALUMINIUM LUG 12-240MM SQUARED	Nos		
794	Copper cable lugs 50MM <sup>2</sup> M12	Nos		
795	ALUMINIUM LUGS KL 12-95	Nos		
796	50MM.SQ FLEXIBLE CABLE 4 METRES LONG	Nos		
797	COPPER CABLE LUGS 185 SQ.MM M20	Nos		
798	Blue Indicating Silica Gel Desiccant	kgs		
799	O-RING 3MMX127MM	Nos		
800	COPPER CABLE LUGS 240 SQ. MM M20	Nos		
801	Copper cable lugs 120MM <sup>2</sup> M20	Nos		
802	10 sq. mm electric multistrand flexible cable single core (RED)	Metres		
803	COPPER CABLE LUGS 400 SQ. MM M20	Nos		
804	Copper cable lugs 25MM <sup>2</sup> M12	Nos		
805	Copper cable lugs 35MM <sup>2</sup> M12	Nos		
806	COPPER CABLE LUGS 150 SQ MM M20	Nos		
807	COPPER CABLE LUGS 630MM	Nos		
808	10 sq. mm electric multistrand flexible cable single core (yellow)	Metres		
809	8-WAY CONSUMER UNIT	Nos		
810	20MM PVC 4 - WAY JUNCTION BOX	Nos		
811	3 WAY JUNCTION BOX	Nos		
812	""KENT OIL METER 1.5"" FOR UNLOADING TANK LORRIE"	Nos		
813	Red 6.0 sq. mm Single Core PVC flexible cable – Helukabel	Metres		
814	Yellow 6.0 sq. mm Single Core PVC flexible cable – Helukabel	Metres		
815	Blue 6.0 sq. mm Single Core PVC flexible cable – Helukabel	Metres		
816	High current terminal block, UKH 50, 25 sq. mm, Din rail mounting	Nos		
817	Black 16 sq.mm Single Core flexible cable	Metres		
818	PVC ELECTRO TERMINAL STRIP 2.5MM	Nos		
819	ELECTRO TERMINAL PVC 2.5MM	Nos		
820	ELECTRO TERMINAL PVC 6.0MM2	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
821	2.5 SQUARE MM CERAMIC CONNECTORS	Nos		
822	32A 16 SQUARE MM 3-WAY CERAMIC WIRE CONNECTORS	Nos		
823	25 SQUARE MM CERAMIC CONNECTORS	Nos		
824	SINGLE TERMINAL SAKD 215-3.2MM SQ.	Nos		
825	SINGLE TERMINALS SAKG 28/110AMPS	Nos		
826	DIN RAIL MOUNTING	Nos		
827	PLASTIC CABLE GLAND PG11	Nos		
828	BRASS CABLE GLAND SIZE 50S	Nos		
829	PVC STEEL CABLE P4 2 1/2	Nos		
830	PVC CABLE GLAND PG24	Nos		
831	PLASTIC CABLE GLAND PG29	Nos		
832	BRASS CABLE GLAND SIZE 63	Nos		
833	3M ScotchCast Splicing Kit 91-A1, for 10.0mm <sup>2</sup> armoured cable	Nos		
834	BRASS CABLE GLAND SIZE 75S	Nos		
835	PLASTIC CABLE GLAND PG9	Nos		
836	PLASTIC CABLEGLAND PG16	Nos		
837	BRASS CABLE GLAND SIZE 20S	Nos		
838	CABLE GLANDS GW 205	Nos		
839	BRASS CABLE GLAND SIZE 63S	Nos		
840	BRASS CABLE GLAND SIZE 32	Nos		
841	BRASS CABLE GLAND WITH ITS P.V.C CABLE SHROUD	Nos		
842	BRASS CABLE GLAND SIZE 20	Nos		
843	BRASS CABLE GLAND SIZE 25	Nos		
844	BRASS CABLE GLAND SIZE 40	Nos		
845	BRASS CABLE GLAND SIZE 50	Nos		
846	OHS SWITCHES CPMPLETE WITH PATTRESS	Nos		
847	High Voltage Electrical Hand Gloves	Pairs		
848	240V PIN TYPE PANEL INDICATOR LAMPS	Nos		
849	24V PIN TYPE PANEL INDICATOR LAMPS	Nos		
850	EXTRUSION DIN RAIL	Nos		
851	PLASTIC FILTER PLUG 21	Nos		
852	CABLE GLAND FOR 95MM <sup>2</sup> 4CORE COMPLET	Nos		
853	PVC DOUBLE SWITCH BOXES BLACK	Nos		
854	PVC SINGLE SWITCH BOXES BLACK	Nos		
855	WIRING CLIPS 21/2"	Pkts		
856	TACKING NAILS	Pkts		
857	ELECTRICAL WALL MOUNT ENCLOSURE H500 W400 D200	Nos		
858	ELECTRICAL WALL MOUNTED ENCLOSURE H700 W600 D200	Nos		
859	4MM 4CORE CABLE	Metres		
860	6MM 4 CORE CABLE	Metres		
861	10MM 4 CORE CABLE	Metres		
862	50MM 4CORE CABLE	Metres		
863	3-core 1.5 Sq.mm Armoured Cable	Metres		
864	4-core 2.5 Sq.mm Armoured Cable	Metres		
865	3-Core 2.5 Sq.mm Armoured Cable	Metres		
866	3-Core 10sq.mm Armoured Copper Cable PVC Insulated	Metres		
867	Single Core 16 sq.mm Stranded Earth Cable	Rolls		
868	1-FOOT-WIDE CABLE TRAY	Nos		
869	2.5MM 4 CORE/MULTY STRANDED BLACK SHEETHED CABLE.	Metres		
870	4-CORE 25 SQ.MM CV/XLPE/SWA/PVC ARMOURED	Metres		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
	CABLE			
871	3 CORE ARMOURED CABLE 4MM <sup>2</sup>	Metres		
872	3 CORE 2.5 MM <sup>2</sup> CABLE	Metres		
873	1.5MM <sup>2</sup> 2- CORE CABLE	Metres		
874	1.5MM <sup>2</sup> TWIN WITH EARTH CABLE	Metres		
875	PVC FLAT TWINE 2CX1.5MM SQ. 600V	Metres		
876	2.5 MM <sup>2</sup> TWIN WITH EARTH CABLE	Metres		
877	2.5MM PVC TWIN CABLE WITH EARTH	Metres		
878	STRANDED 10MM <sup>2</sup> CABLE 2 CORE PLUS EARTH ARMOURED	Metres		
879	PVC FLAT CABLE 6.00MM WITH EARTH	Metres		
880	TWIN AND EARTH ARMOURED CABLE 10MM SQUARED.	Metres		
881	CABLE 1.5MM <sup>2</sup> FLAT	Metres		
882	FLAT CABLE 1.5 MM TWIN WITH EARTH.	Metres		
883	FLAT CABLE 2.5 MM TWIN WITH EATH.	Metres		
884	2.5MM <sup>2</sup> PVC 4 CORE ARMOURED CABLE	Metres		
885	PVC 4CORE/6MM SQ AMOURED COPPER CABLE	Metres		
886	HIGH TENSION CABLE JOINING KIT 35mm Square	Nos		
887	HIGH TENSION CABLE JOINING KIT 10MM SQUARED 3M SCOT	Nos		
888	ELECTRICAL CABLE300SQ MMPVC ARMOURED3.5CORE COP	Metres		
889	4 CORE ARMOURED CABLE 16MM	Metres		
890	4-Core 4 sq.mm Armoured Cable	Nos		
891	TRANSFORMER OIL	LTS		
892	CABLE GLAND FOR ON-OFF PUSH BUTTON STATION	Nos		
893	PVC3-CORE CABLE 6MM NON-ARMOURED C	Nos		
894	ALL HEAD METRIC PLUG	Nos		
895	PVC4-CORE CABLE 16MM NON-ARMOURED	Metres		
896	4-Core 10sq.mm Round Flexible Submersible Cable PVC Insulated	Metres		
897	1.5 MM <sup>2</sup> 4 SCORE PVC SHEATHED CABLE	Metres		
898	ARMOURED 120MM SQ 4 CORE STRANDED CABLE	Metres		
899	PVC/4CORE.6MM SQ.NON-AMOURED FLEXILE AND	Metres		
900	10MM <sup>2</sup> SINGLE EARTH CABLE STRANDED	Metres		
901	4-Core 6 Sq.mm Armoured Cable	Metres		
902	1.5MM SQ.4CORE ARMOURED CABLE	Metres		
903	1.5SQ MM 4CORE,RUBBER SHEATHED CABLE	Metres		
904	2.5SQ MM 4CORE,RUBBER SHEATHED MULTI-STRAND FLEXIBLE CABLE	Metres		
905	UNDERGATE CABLE[ELECTRIC FENCE]	Metres		
906	AUTO CABLE 1.0 SQ.MM RED	Rolls		
907	AUTO CABLE 1.0 SQ.MM BLACK	Rolls		
908	3 CORE 1.5SQ.MM FLEXIBLE CABLE ( white)	Rolls		
909	ROUND CABLE CLIPS 10 SQ.MM	Boxes		
910	CABLE TIES 100X2.5MM	Pkts		
911	CABLE TIES 370X7.6MM [BLACK]	Pkts		
912	CABLES TIES 200X4.8MM	Pkts		
913	Phoenix UT 10 Feed-through Terminal Block	Nos		
914	Phoenix UT16 Feed-through Terminal Block	Nos		
915	Phoenix UT35 Feed-Through Terminal Block	Nos		
916	Phoenix UT 2.5 Feed-through Terminal Block	Nos		
917	Phoenix UT 4 Feed-through Terminal Block	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
918	Phoenix UT 6 Feed-through Terminal Block	Nos		
919	3-CORE 1.5MM SQ.CABLE [BLACK] FLEXIBLE, 90 METRE ROLL	Rolls		
920	3-CORE 2.5MM SQ.CABLE [BLACK] FLEXIBLE, 90 METRE ROLL	Rolls		
921	Harmonic Filter Reactor, 400V, 50kVAR, 3-phase, detuned type, %7 impedance, 189Hz tuning frequency, ELEKTRA ERH-400-7-50 or approved equivalent	Nos		
922	10MM SPIRAL WRAPPING BAND	Metres		
923	VERTIVE LIEBERT GXT4 3000VA [2700W] 230V RT UPS [OR APPROVED EQUIVALENT]	Nos		
924	10 sq. mm electric multistrand flexible cable single core (BLUE)	Metres		
925	MEGGER DET 24C DIGITAL EARTH CLAMP.	Nos		
926	12mm Spiral Wrapping Band	Nos		
927	16mm Spiral Wrapping Band	Nos		
928	Eaton 9E3000i 3000VA 2400W Tower UPS	Nos		
929	ENERGY SAVING BULBS 240V 8WATTS	Nos		
930	ENERGY SAVING BULBS 240V/ 14Watts/ PIN TYPE ONLY	Nos		
931	240/3W SCREW TYPE EDISON LED VINTAGE FILAMENT BULB	Nos		
932	240/8W SCREW TYPE EDISON LED VINTAGE FILAMENT BULB	Nos		
933	LED Bulb, 12W, E27 Screw Cap, 220–240VAC, 50Hz, 6500K Cool Daylight, Philips or approved equivalent .	Nos		
934	240V ELECTRICAL PANEL INICATOR LIGHT[RED] C/W BULB	Nos		
935	Philips 12W LED Round Surface Downlight Cool Daylight	Nos		
936	Philips XGP 500 1XLED 240V Obstruction Light	Nos		
937	40W Pygmy Bulb Small Screw Cap Warm	Nos		
938	SEALED BEAM SPOT &FLOOD LIGHT SCREW	Nos		
939	22W LED BALL FITTING C/W BULB	Nos		
940	Waterproof LED Downlight 20W 240V	Nos		
941	1 FT 10W CORD OPERATED FLOURESCENT FITTING C/W TUBE	Nos		
942	LED Driver 50W, Input: DC 85 – 285 V, Output: DC 27 – 36 V 1500 mA	Nos		
943	IGNITOR FOR MERCURY VAPOUR LAMPS 125W/250V	Nos		
944	CAPACITOR FOR MERCURY VAPOUR LAMPS 125W/250V	Nos		
945	MERCURY BULBS PIN TYPE 160W	Nos		
946	3 PIN 160W MERCURY LAMP	Nos		
947	MERCURY VAPOUR LAMP 125W/250V	Nos		
948	60 WATTS SCREW TYPE BULB	Nos		
949	24V 40W PIN TYPE BULBS	Nos		
950	2 FEET FLORESCENT FITTINGS 250V 50HZ	Nos		
951	FLORESCENT FITTING 4 FT	Nos		
952	Philips LED Tube 4 Feet 16W Double Ended	Nos		
953	FLOURESCENT TUBES 2 feet 240v x 20w	Nos		
954	FLOURESCENT TUBE FOUR FEET. (4FT.)	Nos		
955	RECESSED LIGHT FITTING 600*600*240V	Nos		
956	4 Feet LED Batten Fitting Single for Double Ended Tubes	Nos		
957	FLUORESCENT TUBE LIGHT 5FT TYPE	Nos		
958	FLOURESCENT TUBE 3 FEET (ULTRAVIOLET)	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
959	2 Feet LED Batten Fitting Single for Double Ended Tubes	Nos		
960	Philips LED Tube 2 Feet 8W Double Ended	Nos		
961	ROUND GLASS FITTING	Nos		
962	125W GAMMA FITTING COMPLETE WITH TUBE AND CHOKES.	Nos		
963	TRICKLE CHARGER 12V	Nos		
964	SMARTMASTER BATTERY CHARGER 240V AC 50HZ COMPLETE WITH CONNECTION CABLE AND CLAMPS.	Nos		
965	HALOGEN LAMPS CAP R7 250V 500 WATTS	Nos		
966	HALOGEN LAMPS 1000WATTS	Nos		
967	TUNGSETEN HALOGEN FILAMENTS FOR240V	Nos		
968	WATERPROOF BALL FITTINGS 250V	Nos		
969	Schneider AEP-LF01-S1000 Headlamp, Rechargeable	Nos		
970	Philips LED Spot downlight 9W Warm White 800 Lumen Dimmable	Nos		
971	Philips LED Spot downlight 9W Warm White 800 Lumen Non-dimmable	Nos		
972	REVOLVING STROBE LIGHT [RED]	Nos		
973	REVOLVING STROBE LIGHT [BLUE]	Nos		
974	CHOKE BALLAST FOR MERCURY VAPOUR LAMP 125W/250V	Nos		
975	CHOKE BALLAST 40W	Nos		
976	CHOKES 20W FOR 2FT TUBES	Nos		
977	250W CHOKES FOR HPS LAMPS	Nos		
978	400W CHOKES FOR HPS LAMPS	Nos		
979	FUSE STARTER 20WATTS FOR 2FT TUBE	Nos		
980	TUBE STARTERS	Nos		
981	TUBE LIGHT CHOKES 250V-65W	Nos		
982	TUBE STARTERS 20W FOR 2FY TUBES	Nos		
983	POWER FACTOR CORECTING CAPACITORS 8MF	Nos		
984	BLR-CX 12 Step Power Factor Correction Regulator	Nos		
985	EPCOS CAPACITORS,10 KVAR 440 VAC ,MKK 440-D SERIES,116 X 164MM,OR APPROVED ORIGINAL EQUIVALENT.	Nos		
986	6-Step Power Factor Controller, such as ABB RVC-6	Nos		
987	RG3-12C 12 Steps Power Factor Controller	Nos		
988	EPCOS CAPACITOR SWITCHING CONTACTOR ,AC-6,5KVAR/400V,AC 230V,50HZ,OR APPROVED ORIGINAL EQUIVALENT	Nos		
989	SIGNAL LAMP TELEMCHANIQUE SIGNAL LAMP TELEMEC	Nos		
990	EPCOS CAPACITOR SWITCHING CONTACTOR,AC-6,10KVAR/400V,AC 230V,50HZ,OR APPROVED ORIGINA EQUIVALENT.	Nos		
991	EPCOS CAPACITORS,5 KVAR 440 VAC,MKK 440-D SERIES,116 X 164MM, OR APPROVED ORIGINAL EQUIVALENT.	Nos		
992	POWER CAPACITORS 250W	Nos		
993	3 PHASE 12.5 KVAR CAPACITOR BANK	Nos		
994	3 PHASE 3 KVAR CAPACITOR BANK	Nos		
995	Power & Energy Meter, 96X96mm panel mount, Class 1, RS485 modbus, 3-phase, 5A CT input, Easy Logic PM2220 or Equivalent	Nos		
996	Power Factor Correction Capacitor, 25kVAr, 440V AC, 3-phase, Cylindrical type, Ø85X348mm, Equivalent to EPCOS PhiCap Series B32344E4252B040	Nos		

Lot №.	Item Description	UoM	Minimum Quantity	Unit price(Ksh)
997	Power Factor Correction Capacitor, 12.5kVAr, 440V AC, 3-phase, Cylindrical type, Ø85X273mm, Equivalent to EPCOS PhiCap Series B32344E4252B040	Nos		
998	INDICATOR LAMPS	Nos		
999	TUNGSTEN FILAMENT	Nos		
1000	3SU1401-1BF00-1AA0 LED module 230VAC, Amber	Nos		
1001	Fork Type Cable Lug, 1.5mm <sup>2</sup> , M6, Non-insulated	Nos		
1002	Fork Type Cable Lug, 2.5mm <sup>2</sup> , M6, Non-insulated	Nos		
1003	Fork Type Cable Lug, 4mm <sup>2</sup> , M6, Non-insulated	Nos		
1004	Fork Type Cable Lug, 10mm <sup>2</sup> , M6, Non-insulated	Nos		
1005	Fork Type Cable Lug, 16mm <sup>2</sup> , M6, Non-insulated	Nos		
1006	HPS LAMP FITTING 250W 240V	Nos		
1007	HPS STREET LIGHT FITTING 250W 240V	Nos		
1008	PANNEL INDICATOR BULBS -PIN TYPE 130V 20MA	Nos		
1009	PANNEL INDICATOR	Nos		
1010	ASKARI PANEL MOUNTING SOUNDER 560002FULL - 0072 FOR BOILER FEED PUMPS	Nos		
1011	HPS 250W BULBS[FLOOD LIGHTS]	Nos		
1012	HPS 400W BULBS [FLOOD LIGHTS]	Nos		
1013	HPS 250W BULBS[STREET LIGHT]	Nos		
1014	400W HIGH PRESSURE SODIUM VAPOUR LAMPS (YELLOW)	Nos		
1015	METAL HALIDE LAMPS 250W	Nos		
1016	METAL HALIDE LAMPS 400W	Nos		
1017	METAL HALIDE FITTINGS COMPLETE WITH LAMPS 400W	Nos		
1018	RE-CHARGEABLE EMERGENCY LAMP,ILLMATT,MODEL: NIGHT WATCH 2 MG-4498,RB 640B 6V 4.5AH,240VAC/50HZ	Nos		
1019	125W CHOKE BALLAST FOR HPMV FITTING	Nos		
1020	40W CHOKE BALLAST .	Nos		
1021	ELECTRONIC BALLAST FOR 4 FT FLOURESCENT LAMPS 40W/	Nos		
1022	ELECTRONIC BALLAST FOR 2 FT FLOURESCENT LAMPS 18W	Nos		
1023	250W IGNITORS FOR HPS LAMPS	Nos		
1024	IGNITOR CAPACITOR 5KV MAX [FOR DISCHARGE FITTING]	Nos		
1025	TONGTESTER TYPE MEKO RANGE 1000A AC	Nos		
1026	EVAPORATOR HEATER 12' LONG 240V 2000WATTS	Nos		
1027	FLUORESCENT TUBE FITTINGS 4FT/ DOUBLE LAMPS/ COMPLETE WITH LAMPS	Nos		
1028	400W IGNITORS FOR HPS LAMPS	Nos		
1029	OPERATION PANEL[BASIC OPERATOR PANEL-BOP] FOR THE	Nos		
1030	EMERGENCY LAMP	Nos		
1031	SODIUM VAPOUR,250W,240V SECURITY LIGHT FITTING[NON-FLOOD TYPE] COMPLETE WITH BULBS	Nos		
1032	4 Feet LED Batten Fitting Twin with Diffuser for Double Ended Tubes	Nos		
1033	250W SCREW TYPE SODIUM VAPOUR BULBS	Nos		
1034	250W SCREW TYPE MERCURY VAPOUR BULBS	Nos		
1035	100W,240VAC LED FLOOD LIGHT TYPE FITTING	Nos		
1036	100W,240VAC LED STREET LIGHT FITTING	Nos		
1037	LED Streetlight, 70W, 220-240V AC, cool daylight (6500K), ≥9000lm, IP65, Surge protection ≥4kV, Philips	Nos		

<b>Lot №.</b>	<b>Item Description</b>	<b>UoM</b>	<b>Minimum Quantity</b>	<b>Unit price(Ksh)</b>
	BRP121 or approved equivalent			
1038	Philips 40W LED Panel Light Cool Daylight 6500K	Nos		
1039	Philips BVP150 LED Floodlight 30W Cool Daylight 3000 Lumen	Nos		
1040	TELEMECANIQUE PILOT	Nos		
1041	Rechargeable Emergency Lamps: single Phase, 240V, 18W	Nos		
1042	Philips BRP121 LED Streetlight 100W Cool White 13000 Lumen	Nos		
1043	COBRA LED STREET LAMP 50W WITH SURGE PROTECTOR	Nos		
1044	5W 2800mAh 240V Portable Rechargeable LED Torch	Nos		
1045	ELECTRIC DUST BLOWER KX 4010-B1 600W/220/240V/AC 5	Nos		
1046	HOT AIR BLOWER 3.7KW,240VAC,50Hz MAKE:HOTWIND PREMIUM	Nos		
1047	PANEL INDICATOR LAMP 12V-24V DC	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].*

## 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]*

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."

---

*[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				
3.					
e.t					
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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

