



UNIVERSITY OF NAIROBI

**STANDARD TENDER DOCUMENT FOR
PROCUREMENT OF GOODS**

<p>SUPPLY AND DELIVERY OF HARDWARE MATERIALS UNDER FRAMEWORK CONTRACT. (RESERVED TO YWPD)</p>

TENDER NO. UON/T/02/2020 -2021

NOTICE DATE: TUESDAY OCTOBER 20, 2020

CLOSING DATE: THURSDAY OCTOBER 29, 2020 AT 10.30AM

All correspondence to:

PROCUREMENT MANAGER, UNIVERSITY OF NAIROBI
P.O. BOX 30197 – 00100 GPO NAIROBI KENYA,
TEL: (020) – 4910000/0204913082
E-MAIL: manager-procurement@uonbi.ac.ke

Public Procurement and Asset Disposal Act 2015

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I INVITATION TO TENDER

DATE OF NOTICE: TUESDAY OCTOBER 20, 2020

TENDER NO: UON/T/02/2020 - 2021

**TENDER NAME: SUPPLY AND DELIVERY OF HARDWARE MATERIALS
UNDER FRAMEWORK CONTRACTING.**

- 1.1 The University of Nairobi invites sealed bids from eligible candidates for Supply and Delivery of Hardware Materials under framework contracting.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **the Procurement Manager's office, Room 104, Administration Block 1st floor, Main campus** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Khs. 1000.00** at ABSA Bank **A/C 03-094-8245531 Queensway House Branch** and obtain an official receipt from **Income Section Room G4.**
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the **Reception Area, Administration Block Main Campus** or be addressed **and posted to Procurement Manager, University of Nairobi, P.O Box 30197-00100, Nairobi, Kenya** so as to be received on or before **THURSDAY OCTOBER 29, 2020 AT 10.30 AM.**
- 1.6 Bidders to paginate the entire tender document submitted (from cover to cover)
- 1.7 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.8 Tenders will be opened immediately thereafter in the presence of bidders or their Representatives who choose to attend the opening at the **Council Committee Room, Administration Block, 3rd Floor)**

MARY KARIUKI
Ag. PROCUREMENT MANAGER

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall be Kshs.1, 000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract

- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.5 **Clarification of Documents**

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

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

2.6 **Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

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

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

2.7 **Language of Tender**

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

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer

has been duly authorized by the goods, Manufacturer or producer to supply the goods.

- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 There is no tender security for this tender.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**

- 2.16.1 **The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.**
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The letter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for

unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

- 2.17.1 The Procuring entity shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

- 2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **THURSDAY OCTOBER 29, 2020 AT 10.30AM** the inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

- 2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **THURSDAY OCTOBER 29 , 2020 AT 10.30AM** The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

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

- 2.19.3 No tender may be modified after the deadline for submission of tenders.

- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderer's representatives who choose to attend, on **THURSDAY OCTOBER 29, 2020 AT 10.30AM** at the location specified in the Invitation to Tender. The tenderer's representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderer's names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening. The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction , adjustment or amendment in any way by any person or entity.
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's

responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.25 Preference

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

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

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

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the Instructions to tenderer's included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Eligibility	<i>Reserved for Youth, Women and people Living with Disability Enterprises</i>
Tender Security	There is no tender security requirement for this tender however; Tender securing Declaration form provided in the tender
Deadline and Submission of Tender	Tender closing Date and Opening Date and time (Thursday October 29,2020 at 10.30am
Language of Tender	The Tender shall be prepared and all corresponded to in English
Tender Prices	Prices indicated in the tender price schedule shall include unit Prices, all cost including discounts, taxes , insurance and delivery to the premises of the entity.
Tender Currencies	Prices shall be in Kenya Shillings or otherwise stated
Clarification	Bidders with clarification issues must email to manager- procurement@uonbi.ac.ke

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the

Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

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

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such

notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

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

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.12.1	<i>i) Payment for the goods shall be made in Kenya Shillings ii) There is no advance payment under this</i>
3.18.1	<i>Disputes to be settled as per Arbitration Laws of Kenya</i>

SECTION V – EVALUATION CRITERIA

STAGE 1: PRELIMINARY EVALUATION CHECKLIST

The following mandatory preliminary requirements **must** be met not withstanding other requirements in the tender document.

No.	Criterion	Submitted	
		YES	NO
MR 1	The Tender document must be bound and paginated on every page sequentially(from cover to cover)		
MR 2	A Copy of Certificate of Incorporation/Registration		
MR 3	A Copy of Current /Valid Tax Compliance Certificate/ Exemption Certificate issued by the Kenya Revenue Authority.		
MR 3	Must Fill the Form of Tender in the format provided.		
MR 4	Must submit a dully filled Confidential Business Questionnaire in the format provided.		
MR 5	Must submit Valid Business Permit (attach proof)		
MR 6	Must submit valid certification from the National Treasury (AGPO Certificate)		
MR 7	PWD must submit National Council for Persons with Disabilities Certificate		
MR 8	Must fill the Tender securing declaration form in the format provided.		
MR 9	Must complete suppliers self declaration details in the format provided		
MR 10	Must tender for ONLY ONE (1 NO.) LOT and must belong to the category reserved for the Lot quoted for.		
MR 11	Proven Physical location of the company / Firm (attach evidence of title deed, lease agreement or utility bills)		
MR 12	MUST tender for ALL the items in the Lot of choice		
MR 13	Copy of CR 12 form to confirm directors and shareholding (where applicable)		

Bidder must comply with all the above requirements so as to proceed to the second stage of technical evaluation on capacity to deliver the contract.

STAGE 2: TECHNICAL EVALUATION RESPONSE

Bidders will be evaluated on suitability and awarded marks. Assessment minimum Score is **70 marks out of 80 points**.

NO.	CRITERIA	Maximum Score
1.	Delivery Period. This must be indicated as well as measures to ensure time delivery of goods should be disclosed.(see schedule of requirements) Between 1- 8 days 15 Marks Between 9 to 16days – 10 Marks Beyond 17 days - 5 marks Provision of evidence full marks , no evidence provided 0	15
2.	At least three (3) recommendation letters from clients 3 Recommendation letters - 15 Marks 2 Recommendation letters – 10 Marks 1 Recommendation letters - 5 Marks Provision of evidence full marks , no evidence provided 0	15
3.	Attach Purchase Orders / contracts for similar goods i) 5 and above LPOs/Contracts - 25 Marks ii) 4 LPOs/Contracts - 20 Marks iii) 3 LPOs/ Contracts - 15 Marks iv) 2 LPOs/Contracts - 10 Marks v) 1 LPO/Contracts - 5 Marks Provision of evidence full marks , no evidence provided 0	25
4.	Evidence of financial resources (attach bank statement for the last three months) July, August, September. Provision of evidence full marks , no evidence provided 0 marks	10
5.	Authority to seek references from the tenderer's bankers Provision of evidence full marks , no evidence provided 0	5
6.	A copy of Valid Business Permit (attach proof) Provision of evidence full marks , no evidence provided 0	5
7..	Compliance to technical specifications of the tender i) This involves checking on the completeness of the tender document – 2 Marks ii) Presence of duly filled Price Schedule - 2 marks iii) Award shall be on the lowest evaluated price per item – 1Mark Provision of evidence full marks , no evidence provided 0	5
	Total Score	80

The minimum technical point to proceed to financial evaluation is 70 out of 80 points.
ONLY tenderers who secure the minimum technical score will be financially evaluated.

STAGE 3 : FINANCIAL EVALUATION

Financial evaluation will be conducted as follows;

- i) Determination of evaluated price.
- ii) The tenderer must with the lowest evaluated bid per item in a lot will be considered for award.
- iii) The award shall be based on unit prices quoted and the subtotals in a **LOT MUST** be indicated in the price schedule and **MUST** tally with the form of Tender.
- iv) The Sub Total price per LOT quoted **MUST** be taken to the form of tender failure to which the tender will be disqualified.
- v) There shall be no correction of arithmetic errors as per the provisions of PPADA. Any discrepancy between price schedule and form of tender will lead to automatic disqualification.

STAGE 4: Due Diligence

The procuring entity prior to award of the tender **MAY** carry out due diligence to verify the accuracy of the information provided and past performance of the lowest evaluated tenderer. Any inconsistencies noted in any of the above requirements and unsatisfactory performance shall lead to automatic disqualification and the second lowest evaluated tender shall be considered for award.

SECTION VI- SCHEDULE OF REQUIREMENTS

	DESCRIPTION	Unit of Measure	QTY	Unit Cost	Delivery Schedule
LOT 1 YOUTH	WELDING/METAL				
	Coffee tray wire	Mtr	“ as and when required”		
	1.0" x 1/4" Flat bar	Length	“ as and when required”		
	1.0" x 1/8" Flat bar	Length	“ as and when required”		
	1.0" x 3/8" Flat bar	Length	“ as and when required”		
	1.0x1.0 squaretube	Length	“ as and when required”		
	1.25x1.25 squaretube	Length	“ as and when required”		
	1.5" x 1/4" Flat bar	Length	“ as and when required”		
	1.5" x 1/8" Flat bar	Length	“ as and when required”		
	1.5" x 3/8 Flat bar	Length	“ as and when required”		
	1.5x1.0 squaretube	Length	“ as and when required”		
	1.5x1.5 squaretube	Length	“ as and when required”		
	12mm across flats (Hexagonal Bright MS)	Length	“ as and when required”		
	2" x 1/8" Flat bar	Length	“ as and when required”		
	2" x 3/8" Flat bar	Length	“ as and when required”		
	2.0" x 1.0" Square tubes	Length	“ as and when required”		
	2.0x2.0 squaretube	Length	“ as and when required”		
	4.0x2.0 squaretube	Length	“ as and when required”		
	4.0x4.0 squaretube	Length	“ as and when required”		
	6.0" x 1/4" Flat bar	Length	“ as and when required”		
	6.0" x 1/8" Flat bar	Length	“ as and when required”		
	6.0" x 3/8" Flat bar	Length	“ as and when required”		
	6.0x2.0 squaretube	Length	“ as and when required”		
	alluminium sheet	Sheet	“ as and when required”		
	Ammonium Block	No.	“ as and when required”		

	angleline 1.5x1/4	Length	“ as and when required”		
	angleline 1.5x1/8	Length	“ as and when required”		
	angleline 1.5x3/8	Length	“ as and when required”		
	angleline 1x1/4	Length	“ as and when required”		
	angleline 1x1/8	Length	“ as and when required”		
	angleline 1x3/8	Length	“ as and when required”		
	angleline 2.0x1/4	Length	“ as and when required”		
	angleline 2.0x1/8	Length	“ as and when required”		
	angleline 2.0x3/8	Length	“ as and when required”		
	angleline 3.0x1/4	Length	“ as and when required”		
	angleline 3.0x1/8	Length	“ as and when required”		
	angleline 3.0x3/8	Length	“ as and when required”		
	Ball pein hammers	Pcs	“ as and when required”		
	Binding Wire	Kgs	“ as and when required”		
	black hollow tube 12mm	Length	“ as and when required”		
	black hollow tube 20mm	Length	“ as and when required”		
	black hollow tube 25mm	Length	“ as and when required”		
	black hollow tube 32mm	Length	“ as and when required”		
	black hollow tube 40mm	Length	“ as and when required”		
	black hollow tube 48mm	Length	“ as and when required”		
	black hollow tube 60mm	Length	“ as and when required”		
	black hollow tube 72mm	Length	“ as and when required”		
	blacksheet 16g	sheet	“ as and when required”		
	Brazing rods (3.2mm)	Kgs	“ as and when required”		
	BRC SIZE 127(3MM)	Roll	“ as and when required”		
	bushes machined 1"	No.	“ as and when required”		
	bushes machined 1.25"	No.	“ as and when required”		

bushes machined 1.5"	No.	“ as and when required”		
bushes machined 2.0"	No.	“ as and when required”		
Centre punch	Pcs	“ as and when required”		
Cold chiesel	Pcs	“ as and when required”		
Coolant	Lits	“ as and when required”		
Cut off machine (Makitah)	Pcs	“ as and when required”		
Cutting wheel (225 x 15	No.	“ as and when required”		
Die nuts (10, 12, 14mm)	Pcs	“ as and when required”		
Drill bits (6, 8, 10, 12, 14mm)	Set	“ as and when required”		
Grinding wheel (150 x 15 x 20mm)	No.	“ as and when required”		
Grinding wheel (175 x 15 x 20mm)	No.	“ as and when required”		
Hacksaw blades (18 T.P.I)	Dzns	“ as and when required”		
Hacksaw blades frames	No.	“ as and when required”		
Half round files (assorted)	Pcs	“ as and when required”		
Meshwire h/gauge	sheet	“ as and when required”		
Plastic file handles	Pcs	“ as and when required”		
Power saw blades (16")	Pcs	“ as and when required”		
Round files (assorted)	Pcs	“ as and when required”		
Roundbar 12mm	Length	“ as and when required”		
Roundbar 16mm	Length	“ as and when required”		
Roundbar 20mm	Length	“ as and when required”		
Roundbar 25mm	Length	“ as and when required”		
Roundbar 30mm	Length	“ as and when required”		
Roundbar 36mm	Length	“ as and when required”		
Roundbar 6mm	Length	“ as and when required”		
Roundbar 8mm	Length	“ as and when required”		
Square files (assorted)	Pcs	“ as and when required”		

	stainless sheet	sheet	“ as and when required”		
	Tape measures (5 meters)	Pcs	“ as and when required”		
	Taps (6, 8, 10, 12, 14mm)	Set	“ as and when required”		
	Tee bar 1"	Length	“ as and when required”		
	Tee bar 1.5	Length	“ as and when required”		
	Tee bar 2.0	Length	“ as and when required”		
	Tee bar 2.5	Length	“ as and when required”		
	Tee bar 3.0	Length	“ as and when required”		
	Tee bar 3/4"	Length	“ as and when required”		
	Triangular files (8")	Pcs	“ as and when required”		
	Twistedbar 12mm	Length	“ as and when required”		
	Twistedbar 16mm	Length	“ as and when required”		
	Twistedbar 20mm	Length	“ as and when required”		
	Twistedbar 25mm	Length	“ as and when required”		
	Twistedbar 30mm	Length	“ as and when required”		
	Twistedbar 36mm	Length	“ as and when required”		
	Twistedbar 6mm	Length	“ as and when required”		
	Twistedbar 8mm	Length	“ as and when required”		
	Wire brush	No.	“ as and when required”		
	ZED Pullin 3"	Length	“ as and when required”		
	ZED Pullin 4"	Length	“ as and when required”		
	ZED Pullin 5"	Length	“ as and when required”		
	ZED Pullin 6"	Length	“ as and when required”		
	ZED Pullin 8"	Length	“ as and when required”		
	Zedbar 0.75(3/4)"	Length	“ as and when required”		
	Zedbar 1.5"	Length	“ as and when required”		
	Zedbar1.0"	Length	“ as and when required”		

	Lot 1 Sub total				
	MASONARY ITEMS				
LOT 2 WOMEN	Aggregated Ballast	Tons	“ as and when required”		
	Building Cement	Bags	“ as and when required”		
	Building block 4"	No.	“ as and when required”		
	Building block 6"	No.	“ as and when required”		
	Building block 9"	No.	“ as and when required”		
	Building River Sand	Tons	“ as and when required”		
	Building stones 6x4	Pc	“ as and when required”		
	Building stones 6x9	Pc	“ as and when required”		
	Ceramic floor tile (imported)1x1	Carton	“ as and when required”		
	Ceramic floor tile (saj)1x1	Carton	“ as and when required”		
	Ceramic floor tile (saj)1x2	Carton	“ as and when required”		
	Ceramic floor tile (saj)2x2	Carton	“ as and when required”		
	Ceramic tile adhesive	Gallon	“ as and when required”		
	Ceramic wall tile (imported)1x0.8	Carton	“ as and when required”		
	Ceramic wall tile (saj) 1x0.8	Carton	“ as and when required”		
	Coal tar	No.	“ as and when required”		
	Fibre glass	Dozen	“ as and when required”		
	Glue (Tins)PVC	No.	“ as and when required”		
	Granito floor tile 1x2	Carton	“ as and when required”		
	Granito floor tile 2x2	Carton	“ as and when required”		
	Grout cement	Pkt	“ as and when required”		
	Hacksaw blades	Pcs	“ as and when required”		
	Hard brooms	No.	“ as and when required”		
	Lime cement	Bags	“ as and when required”		
	Mason bits	Pcs	“ as and when required”		

P.V.C tiles 300X300X1.2mm	Carton	“ as and when required”		
P.V.C tiles 300X300X1.5mm	Carton	“ as and when required”		
P.V.C tiles 300X300X2.0mm	Carton	“ as and when required”		
Soft brooms	No.	“ as and when required”		
Tilemaster cement	Bags	“ as and when required”		
Water proof cement	Kgs	“ as and when required”		
White cement	Kgs	“ as and when required”		
Wire brushes curved plastic	No.	“ as and when required”		
Binding Wire`25 gauge @25kg	Rolls	“ as and when required”		
100 x125mm Precast Concrete Struts	No.	“ as and when required”		
125 x 125 Cranked Precast Concrete Post 9fts /10ft length	No.	“ as and when required”		
2" aluminium tile edges	Pcs	“ as and when required”		
2" PVC tile edges	Pcs	“ as and when required”		
3mm/4mm tile separators(spacer)	Pkts	“ as and when required”		
5lb Cutter Mattock	No.	“ as and when required”		
Bench grinding disc 8"x3/4	No.	“ as and when required”		
Cabro blocks	Bundle	“ as and when required”		
Colaskote Type 5@20kgs	Gallon	“ as and when required”		
Concrete pavement slabs	Pcs	“ as and when required”		
Cutting disk 9"	Number	“ as and when required”		
Cutting discs 7"	Pcs	“ as and when required”		
Cutting disk 12"	No.	“ as and when required”		
Dpc Membrane	Rolls	“ as and when required”		
Drainage Kerbs	Pcs	“ as and when required”		
Grinding discs 7"	Pcs	“ as and when required”		
Grinding disk 12"	Number	“ as and when required”		
Grinding disk 9"	Number	“ as and when required”		

	Hardcore 200mm	Tonnes	“ as and when required”		
	High tensile galvanised wire @50kgs.16 guage.	Rolls	“ as and when required”		
	Hoop Iron	Rolls	“ as and when required”		
	Marble kitchen worktop	Mtrs	“ as and when required”		
	Mechanical tile cutter	Pcs	“ as and when required”		
	Murram	Tonnes	“ as and when required”		
	Quarry chips/hardcore	Tonnes	“ as and when required”		
	Quarry dust	Tonnes	“ as and when required”		
	Quarry stones 6x9 - 400ft	Pcs	“ as and when required”		
	Quarry stones 9x9 - 600ft	Pcs	“ as and when required”		
	Roof Tiles assorted makes	Pcs	“ as and when required”		
	Terrazzo slabs	Pcs	“ as and when required”		
	Building sand	Tonnes	“ as and when required”		
	Lot 2 Sub total				
	CARPENTRY MATERIALS				
LOT 3 PWD	Eye Shield Anchors	No.	“ as and when required”		
	2.5"Ordinary nails	Kg	“ as and when required”		
	5" Ordinary nails	Kg	“ as and when required”		
	6" Ordinary nails	Kg	“ as and when required”		
	and staple	No.	“ as and when required”		
	Roof Nails	Kg	“ as and when required”		
	U- Nails	Kg	“ as and when required”		
	1" Wire nails	Kg	“ as and when required”		
	1.5"Wire nails	Kg	“ as and when required”		
	10" X1" CYPRESS	FT	“ as and when required”		
	10"X1" PINE	FT	“ as and when required”		
	100mm Brass Butt Hinges	Prs	“ as and when required”		

100x50mm Sawn Cypress timber	FT	“ as and when required”		
100x75mm Sawn Cypress timber	FT	“ as and when required”		
10mm hss makita sds plus masonry sds bit	No.	“ as and when required”		
10mm hss makita sds plus steel bit	No.	“ as and when required”		
12.5mm hss makita sds plus wood bit	No.	“ as and when required”		
150" X1" CYPRESS	FT	“ as and when required”		
16mm hss makita masonry sds bit	No.	“ as and when required”		
2 lever mortise lock complete as Union original	No	“ as and when required”		
2" ORDINARY Nails	Kg	“ as and when required”		
3 lever mortise lock complete as Union original	No	“ as and when required”		
3" ORDINARY Nails	Kg	“ as and when required”		
3/4" blockboard as raiply 8'x4'	No	“ as and when required”		
4" ORDINARY Nails	Kg	“ as and when required”		
4mm Lourve clear blades	Pcs	“ as and when required”		
4mm tinted glass 8x4	Sheets	“ as and when required”		
4mm tinted Louvre blades	Pcs	“ as and when required”		
50mm Brass Butt Hinges	Prs	“ as and when required”		
50x50mm Sawn Cypress timber	FT	“ as and when required”		
6mm hss makita steel bit	No.	“ as and when required”		
75mm Aluminium tower bolt	No	“ as and when required”		
75mm Brass Butt Hinges	Prs	“ as and when required”		
8mm hss makita steel bit	No.	“ as and when required”		
8'x4'x 25mm Block board plain	No	“ as and when required”		
8'x4'x 25mm Block board veenered on one side with mahogany	No	“ as and when required”		
Barbed wire	Rolls	“ as and when required”		

bathroom hook	no	“ as and when required”		
Bird nitelutch locks	No	“ as and when required”		
Bolts/nuts	No.	“ as and when required”		
brass gidges assorted	no	“ as and when required”		
Brass signage female washrooms 'union'	No	“ as and when required”		
Brass signage gents washrooms 'union'	No	“ as and when required”		
Briton door closer	No	“ as and when required”		
Butt hinges	No	“ as and when required”		
Ceiling boards	SHT	“ as and when required”		
Chain Link 7ft	Roll	“ as and when required”		
Clear vanish (lt)	Lts	“ as and when required”		
Clearglass 4mm-4ftx8ft	No.	“ as and when required”		
Clout nails/Ceiling	Kg	“ as and when required”		
Colas Cote type 5	Drums	“ as and when required”		
Colas kote type 3	Drums	“ as and when required”		
Colas T 3 20KG	No.	“ as and when required”		
Colas T 5 20KG	No.	“ as and when required”		
Colored 2.5Mtr iron sheets	Sheets	“ as and when required”		
Colored 2Mtr iron sheets	Sheets	“ as and when required”		
Colored 3Mtr iron sheets	Sheets	“ as and when required”		
Colored Box profile 2.5Mtr iron sheet	Sheets	“ as and when required”		
Colored Box profile 2Mtr iron sheet	Sheets	“ as and when required”		
Colored Box profile 3Mtr iron sheet	Sheets	“ as and when required”		
Conta glue 5ltr	Tins	“ as and when required”		
curtain hook assorted	Pkts	“ as and when required”		
curtain rails alluminium	No	“ as and when required”		

curtain rails brass	No	“ as and when required”		
Cylinder lock solex	No.	“ as and when required”		
Cypress door frames STD	No	“ as and when required”		
Cypress flush door STD	No	“ as and when required”		
Cypress glazing beads	FT	“ as and when required”		
Cypress knotless solidcore flush doors as raiply size 2030x914x45mm (791/2"x36"x13/4") for main doors	No	“ as and when required”		
Cypress planed timber 50 x 25mm	FT	“ as and when required”		
Door chains	No	“ as and when required”		
Door Closer power 3 ref J 3823	No	“ as and when required”		
Door frame std cypress	No.	“ as and when required”		
Drainage gutters pvc	Pcs	“ as and when required”		
Fibre glass 100 metres	No.	“ as and when required”		
Flushbolt assorted	No.	“ as and when required”		
Formica sheets	Sheets	“ as and when required”		
Front pedestal lock	No	“ as and when required”		
Galvanised 2Mtr iron sheets	Sheets	“ as and when required”		
Galvanised ridges sheets	Sheets	“ as and when required”		
Galvanized 2.5Mtr iron sheets	Sheets	“ as and when required”		
Galvanized 3Mtr iron sheets	Sheets	“ as and when required”		
Galvenised wire 3.5mm	No.	“ as and when required”		
Galvenised wire 3mm	No.	“ as and when required”		
Glass cutter	Pcs	“ as and when required”		
Gypsum boards	SHT	“ as and when required”		
Indicator Union bolts	No.	“ as and when required”		
Laminated chipboards	SHT	“ as and when required”		

Lockwood security locks	No	“ as and when required”		
Lockwood security locks Double sided	No	“ as and when required”		
Lourve frames	Set	“ as and when required”		
M10 x 100 head rawl bolt	No.	“ as and when required”		
M6 x 75 head rawl bolt	No.	“ as and when required”		
Mahogany door frames STD	No	“ as and when required”		
Mahogany flush door STD	No	“ as and when required”		
MDF screws	Pkts	“ as and when required”		
Padbolt assorted	No.	“ as and when required”		
Padlocks viro mediu	No	“ as and when required”		
Panel solid doors, Mahogany	No	“ as and when required”		
Pannel nails 1"	Kg	“ as and when required”		
Pannel nails 1.5"	Pkts	“ as and when required”		
Parquet glue 4ltr	Tins	“ as and when required”		
Plain chipboards	SHT	“ as and when required”		
Plain colored sheets	Sheets	“ as and when required”		
Plain sheets	Sheets	“ as and when required”		
Plywood knotless as raiply 8'x4'x3mm	No	“ as and when required”		
Plywood knotless as raiply 8'x4'x6mm	No	“ as and when required”		
Plywood knotless as raiply 8'x4'x9mm	No	“ as and when required”		
Polystyrene boards	SHT	“ as and when required”		
Professional wood glue@1kg	No	“ as and when required”		
Putty hebattulla	Kg	“ as and when required”		
Rawlplug Throughbolt M10 x 100mm	No.	“ as and when required”		
Ridge colored sheets	Sheets	“ as and when required”		
Roofing asbestos fibre	Rolls	“ as and when required”		

	Roofing transparent ridges sheet	Sheets	“ as and when required”		
	Sandpaper	Rolls	“ as and when required”		
	Screws slapping	Pkts	“ as and when required”		
	Skirting timber mahogany	FT	“ as and when required”		
	Soft board	No.	“ as and when required”		
	Soft board	No.	“ as and when required”		
	Soldering wire	No.	“ as and when required”		
	Solid core flush door Mahogany	No	“ as and when required”		
	Steel doors 12" union	No	“ as and when required”		
	steel hidges assorted	no	“ as and when required”		
	Steel nails Assort	Pkts	“ as and when required”		
	Supa Glue	Ltrs	“ as and when required”		
	Turpentine 5lts	Lts	“ as and when required”		
	Weld rods 2.5mm	Pkts	“ as and when required”		
	Welding rods 3mm	Pkts	“ as and when required”		
	Welding rods-steel	Pkts	“ as and when required”		
	Wood screws assort	Pkts	“ as and when required”		
	woodscrew ordinary assorted	No.	“ as and when required”		
	woodscrewbrass assorted	No.	“ as and when required”		
	Lot 3 Sub Total				
	PAINTING MATERIALS				
LOT 4 YOUTH	Turpentine	Litres	“ as and when required”		
	Super Gloss paint	Gals	“ as and when required”		
	2- pack enamel	Litres	“ as and when required”		
	2” Paint Brush Harris Gt As Uk Original No.273	No.	“ as and when required”		
	2-pack primer	Litres	“ as and when required”		

3"Scraper as Tepee	No.	" as and when required"		
4'' Paint Brush Harris Gt As Uk Original No.273	No.			
500g Black Polythene Sheet	Lm	" as and when required"		
6'' Paint Brush Harris Gt As Uk Original No.273	No.	" as and when required"		
Alluminium Allubit paint 4 Ltrs	Gallon	" as and when required"		
Anti fungal paint 5 Ltrs	Gallon	" as and when required"		
Bathroom mirror	No.	" as and when required"		
Brushes 3" GT UK Original	No.	" as and when required"		
Clear glasses 4mm-8'x6'	SM			
Clear glasses 6mm-8'x6'	SM	" as and when required"		
Clear Varnish as crown 1st grade @4litres with crown seal	Gals	" as and when required"		
Clear wired glasses 4mm-8'x6'	SM	" as and when required"		
Clear wired glasses 6mm-8'x6'	SM	" as and when required"		
Clear wired glasses 8mm-8'x6'	SM	" as and when required"		
Crown Zinc Phosphate Primer @4ltrs	Gals	" as and when required"		
Electro coated sandpaper assorted (P120/P100)	Lm			
Emery cloth	No.	" as and when required"		
Floor paint	Gallon	" as and when required"		
Grey oxide Primer	Gallon	" as and when required"		
Gypsum filler as paint	Kg	" as and when required"		
High gloss thinner	Ltrs	" as and when required"		
Marine paint thinner	Lts	" as and when required"		
Methylated spirit for stain	Ltrs			
Non-Toxic Particle Dust Mask, Box of 50, With Metal Clip, 200gsm, Superior	Boxes	" as and when required"		
Paint Grey Hammerite 4 ltrs	Gallon	" as and when required"		

Permaplast emulsion paint as crown 1st grade @4litres with crown seal assorted	Gallons	“ as and when required”		
Perspect sheet 4mm/6mm	sheet	“ as and when required”		
Pinotex paint 5 Ltrs	Gallon	“ as and when required”		
Plus 3 Masonry Primer/Penetrating Primer Paint as Crown@4ltrs	Gallons	“ as and when required”		
Poly filla @2-1/2 kgs	Pkts			
Pop Rivets	Kgs	“ as and when required”		
Red oxide Powder	Gallon	“ as and when required”		
Red oxide Primer	Gallon	“ as and when required”		
Road marking paint Black as crown@4ltrs	Gals	“ as and when required”		
Road marking paint Black as crown@4ltrs	Gals	“ as and when required”		
Road marking paint Yellow crown@4ltrs	Gals	“ as and when required”		
Roadlinethinner as crown@5ltrs	Gals			
Rubber paint	Lts	“ as and when required”		
Silk vinyl emulsion paint with Teflon crown 1st grade @4litres with crown seal	Gals	“ as and when required”		
Smotex filler@5kgs	Tins	“ as and when required”		
Standard thinner as crown@5ltrs	Gals	“ as and when required”		
Tranlucent glass 6mm	SM	“ as and when required”		
Undercoat paint as crown 1st grade @4litres with crown seal	Gals	“ as and when required”		
Vinly Emulsion paint	Gals			
Welding rods 3.2 and 2.5	Pkts	“ as and when required”		
Gypsum filler	Bag	“ as and when required”		
White spirit as crown@5ltrs	Gals	“ as and when required”		
Window closer/duty kensmetal	No.	“ as and when required”		
Window putty	Kg	“ as and when required”		
Window stay h/duty kensmetal	No.			

	Wood primer as crown 1st grade @4litres with crown seal	Gals			
	Lot 4 Sub –Total				
	ELECTRICAL MATERIALS				
LOT 5 WOMEN	13A Single socket outlet	Pc	“ as and when required”		
	13A Single socket outlet(metal)	Pc			
	13A Twinsocket outlet	Pc	“ as and when required”		
	13A Twinsocket outlet(metal)	Pc	“ as and when required”		
	15A Twinsocket outlet	Pc	“ as and when required”		
	15A Twinsocket outlet	Pc	“ as and when required”		
	chokes 65 watts	Pc	“ as and when required”		
	1"/1.5"/2"/2.5"/3"/4"/5" steel nails assorted	Pkt	“ as and when required”		
	1/1.5/2/3/4/5/6" Self taping screw Assorted	Pkt			
	125W Halogen bulbs	Pc	“ as and when required”		
	125W Mercury bulbs	Pc	“ as and when required”		
	150W Halogen bulbs	Pc	“ as and when required”		
	150W Mercury bulbs	Pc	“ as and when required”		
	1gang 2way switches	Pc	“ as and when required”		
	2 fts T8 Led TUBE 18Watts	Pc	“ as and when required”		
	2 way 2 Gang Switches Crabtree	Pc			
	20/25/32mm-sizes Metal Conduit Spacer Bar Saddle	Pc	“ as and when required”		
	250W Halogen bulbs	Pc	“ as and when required”		
	250W Mercury bulbs	Pc	“ as and when required”		
	2BA screws	Pc	“ as and when required”		
	2D Chokes	Pc	“ as and when required”		
	2D tube Assorted	Pc	“ as and when required”		
	2ft fittings with diffuser	Pc			
	2ft fittings with reflector	Pc	“ as and when required”		

3-16mm hss makita plus masonry sds bit	Pc	“ as and when required”		
3gang 2way switches	Pc	“ as and when required”		
3mm mini trunkings	Pc	“ as and when required”		
4 fts T8 Led TUBE 18Watts	Pc	“ as and when required”		
4 Way Extension Socket England-7mtr long	Pc	“ as and when required”		
4 Ω Speaker	Pc			
400W Security Led Flood Lights with built in thermal protection, built in surge protection,45,000 lumens, lifespan over 100000 hours,24 months warranty complete with Bolts, Nuts and Washers as led power technology ltd or equivalent	Pc	“ as and when required”		
4BA screws	Pc	“ as and when required”		
4ft fittings with diffuser	Pc	“ as and when required”		
4ft fittings with reflector	Pc	“ as and when required”		
4-way power cords	Pc	“ as and when required”		
5ft fittings with diffuser	Pc	“ as and when required”		
5ft fittings with reflector	Pc			
9V Batteries	Pc	“ as and when required”		
AA Batteries	Pc	“ as and when required”		
Adaptors 2 & 3 way	Pc	“ as and when required”		
Asbesto cable 1.0 MM EAC	Mtrs	“ as and when required”		
Asbesto cable 1.5MM EAC	Mtrs	“ as and when required”		
Asbesto cable 10MM EAC	Mtrs	“ as and when required”		
Asbesto cable 2.0MM EAC	Mtrs			
Asbesto cable 2.5MM EAC	Mtrs	“ as and when required”		
Asbesto cable 20MM EAC	Mtrs	“ as and when required”		
Asbesto cable 4.0MM EAC	Mtrs	“ as and when required”		
Asbesto cable 6.0 MM EAC	Mtrs	“ as and when required”		

Auto Syphone Box	Pc	“ as and when required”		
Bend 20/25/32mm as metro	Pc	“ as and when required”		
Black wall switch box(single)	Pc			
Black wall switch box(Twin)	Pc	“ as and when required”		
Black wall /joint /circular box assorted	Pc	“ as and when required”		
Bonding nuts PLUS WASHER	Pc	“ as and when required”		
Breadboard	Pc	“ as and when required”		
Bulk head fittings	Pc	“ as and when required”		
Cable Clips	Pc	“ as and when required”		
Cable Lug	Pc			
Capacitors	Pc	“ as and when required”		
Chokes 20 watts Phillips/OSRAM	Pc	“ as and when required”		
Chokes 40 watts Phillips/OSRAM	Pc	“ as and when required”		
Connecting wires	Pc	“ as and when required”		
Consumer unit 4/6/9/12-ways complete	6	“ as and when required”		
Conta glue as henkel@4ltrs	Ltrs	“ as and when required”		
Contacto ABB/harvell /32A45A/60Amp-240V/415V				
D.O.L starters	Pc	“ as and when required”		
Distribution boards	Pc	“ as and when required”		
Double sided Photoresist board	Pc	“ as and when required”		
Dp switch 45Amp	Pc	“ as and when required”		
Electric motors	Pc	“ as and when required”		
Electrician Steel tapes - 50m length	Rolls	“ as and when required”		
energy saving bulbs assorted	Pc			
Extension cable	Pcs	“ as and when required”		
Extension Cables	Mtrs	“ as and when required”		
Float switch mercury	Pc	“ as and when required”		

Florescent tube 4FT	Pc	“ as and when required”		
Florescent tube 5FT	Pc	“ as and when required”		
Flouresent tubes 2FT	Pc	“ as and when required”		
Halogen tubes 1000w/500wts	Pc			
Hasps	Pc	“ as and when required”		
Heater	Pc	“ as and when required”		
Heater elements	Pc	“ as and when required”		
Heavy gauge Conduits 20/25/32mm as metro	Pc	“ as and when required”		
ICs	Pc	“ as and when required”		
ignitor	Pc	“ as and when required”		
Immersion heaters	Pc			
incubator relays	Pc	“ as and when required”		
incubator van	Pc	“ as and when required”		
Inductors	Pc	“ as and when required”		
Industrial socket H/DUTY	Pc	“ as and when required”		
infra red bulbs assorted watts	Pc	“ as and when required”		
Inspection Boxes as Metro	Pc	“ as and when required”		
Insulation tapes assorted red/black/green (large size)	Pc			
interior main switch	Pc	“ as and when required”		
IRx3M Waterproof scotch Insulation Tape	rolls	“ as and when required”		
Isolator 32Amp(harvells)/60A- 3PHASE	No	“ as and when required”		
Led Bulbs Pin Type 5w	Pc	“ as and when required”		
Led Bulbs Pin Type 80w	Pc	“ as and when required”		
Led Bulbs Screw Type 30w	Pc	“ as and when required”		
Led Bulbs Screw Type 5w	Pc			
Led Bulbs Screw Type 80w	Pc	“ as and when required”		
main switch(MCCB)	Pc	“ as and when required”		

MCB(Circuit breaker)30Amp as crabree	Pc	“ as and when required”		
MCCB	Pc	“ as and when required”		
Mercury choke 125w	Pc	“ as and when required”		
Metal halide Chokes 150w	Pc	“ as and when required”		
Metal halide Chokes 250w	Pc			
Metal halide Chokes 75w	Pc	“ as and when required”		
metal halide tubes 70w/150w/250w	Pc	“ as and when required”		
mica bulb/lamp holders	Pc	“ as and when required”		
Ordinary bulbs Assorted	Pc	“ as and when required”		
P.v.c.Armoured cable 1.5mm/2core	Mtrs	“ as and when required”		
P.v.c.Armoured cable 1.5mm/3core	Mtrs	“ as and when required”		
P.v.c.Armoured cable 10.mm/3core	Mtrs			
P.v.c.Armoured cable 100mm/4core	Mtrs	“ as and when required”		
P.v.c.Armoured cable 185mm/4core	Mtrs	“ as and when required”		
P.v.c.Armoured cable 2.5mm/2core	Mtrs	“ as and when required”		
P.v.c.Armoured cable 2.5mm/3core	Mtrs	“ as and when required”		
P.v.c.Armoured cable 50mm/4core	Mtrs	“ as and when required”		
P.v.c.Armoured cable 6.0mm/3core	Mtrs	“ as and when required”		
P.v.c.Armoured cable 70mm/4core	Mtrs			
p.v.c.flex cable 1.5mm cable3core	Mtrs	“ as and when required”		
p.v.c.flex cable 2.5mm cable3core	Mtrs	“ as and when required”		
p.v.c.flex cable 3.0mm cable	Mtrs	“ as and when required”		
p.v.c.flex cable 4.0mm cable	Mtrs	“ as and when required”		
p.v.c.flex cable 6.0mm cable	Mtrs	“ as and when required”		
p.v.c.single cable 1.0mm EAC	Mtrs	“ as and when required”		
p.v.c.single cable 1.5mm EAC	Mtrs			

p.v.c.single cable 10.mm EAC	Mtrs	“ as and when required”		
p.v.c.single cable 16.0mm EAC	Mtrs	“ as and when required”		
p.v.c.single cable 2.0mm EAC	Mtrs	“ as and when required”		
p.v.c.single cable 2.5mm EAC	Mtrs	“ as and when required”		
p.v.c.single cable 20.0mm EAC	Mtrs	“ as and when required”		
p.v.c.single cable 30.0mm EAC	Mtrs	“ as and when required”		
p.v.c.single cable 4.0mm EAC	Mtrs			
p.v.c.single cable 50.0mm EAC	Mtrs	“ as and when required”		
p.v.c.single cable 6.0mm EAC	Mtrs	“ as and when required”		
p.v.c.single cable 6.0mm EAC	Mtrs	“ as and when required”		
p.v.c.single cable 75.0mm EAC	Mtrs	“ as and when required”		
p.v.c.single cable 95.0mm EAC	Mtrs	“ as and when required”		
p.v.c.twin earth cable 1.0mm EAC	Mtrs	“ as and when required”		
p.v.c.twin earth cable 1.5mm EAC	Mtrs			
p.v.c.twin earth cable 2.5mm EAC	Mtrs	“ as and when required”		
Phase failure relay	Pc	“ as and when required”		
Photocell sensors (Zodion)	Pc	“ as and when required”		
Potentiometers	Pc	“ as and when required”		
pressure control pumps	Pc	“ as and when required”		
Pull switches	Pc	“ as and when required”		
Resistors	Pc			
Round Blunking covers(single)	Pc	“ as and when required”		
Round Blunking covers(twin)	Pc	“ as and when required”		
Running couplers 20/25/32mm as metro	Pc	“ as and when required”		
Single deep pattrice box as crabtree	Pc	“ as and when required”		
Single sided Photoresist board	Pc	“ as and when required”		
Size D Batteries	Pc	“ as and when required”		

Smoke Detectors	Pc			
Soldering gun	Pc	“ as and when required”		
Soldering stick	Pc	“ as and when required”		
Soldering wire	Pc	“ as and when required”		
Splinter switch	Pc	“ as and when required”		
Spot Light 150 Watts OSRAM	Pc	“ as and when required”		
Square D breakers 30Amps	Pc	“ as and when required”		
Starters 40-80 wt/18-20w	Pc			
Strip connector 30Amp/45A/60A	Bars	“ as and when required”		
Switch fuse	Pc	“ as and when required”		
Switches industrial assorted	Pc	“ as and when required”		
Tangit glue assorted	Ltrs	“ as and when required”		
Thermostats	Pc	“ as and when required”		
Top Plugs 13 AMP Original powermax	Pc	“ as and when required”		
Tower clips 1.5mm/2.5/4.0/6.0mm	Pc	“ as and when required”		
Transformers	Pc	“ as and when required”		
Transistors	Pc	“ as and when required”		
Twin deep pattrice box as crabtree	Pc	“ as and when required”		
Water pumps 0.5hp/1.0hp/1.5hp	Pc	“ as and when required”		
Welding rods	Pc	“ as and when required”		
Woodscrew Range 3/4" - 1 1/2"x10	Pkt	“ as and when required”		
Lot 5 Sub total				

NB: This a three year contract with a possibility of revising prices yearly on prevailing Central Bank’s monthly rate of inflation or the consumer price index of the Kenya National Bureau of statistics.

SUPPLIER'S SELF DECLARATION:

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

I.....of P.O Boxbeing a resident of
.....in the Republic ofdo hereby

Make a statement as follows;

1. That I am the Chief Executive/ Managing Director/ Principal officer/ Director of.....(insert the 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 servant 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 servant and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents(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 hereinabove is true to the best of my knowledge information and belief.

Title:.....Signature.....Date:.....
.....

Bidder's Official Stamp

TENDER-SECURING DECLARATION FORM

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

Date: ----- (as day, month and year) of Bid

Submission] Tender No. ----- [insert number of bidding process]

To: -----[insert complete name of Purchaser]

We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid-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 bid 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 ITT.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of:
 - (i) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - (ii) 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: [insert complete name of person signing the Bid Securing Declaration]

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..

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

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

8.1 **FORM OF TENDER**

Date _____

To: _____

Tender No. _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either

Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

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

<i>Part 1 – General:</i>			
Business Name.....			
Location of business premises.....			
Plot No.....		Street/Road	
Postal Address		Tel No..... Fax	
Email			
Nature of Business.....			
Registration Certificate		PIN No.....	
Business Permit No.....		Business Permit Expiry Date.....	
Tax Compliance Certificate No.....		Expiry Date.....	
Maximum value of business which you can handle at any one time – Kshs.....			
Name of your bankers		Branch	
Maximum Value of business which you can handle at any one time			
Ksh.....			
Part 2 (a) – Sole Proprietor			
Your name in full		Age.....	
Nationality		Country of origin	
• Citizenship details			
Part 2 (b) Partnership			
Given details of partners as follows:			
Name		Nationality	
Details		Citizenship	
Shares			
1.			
2.			
Part 2 (c) – Registered Company			
Private or Public.....			
State the nominal and issued capital of company-			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			

	Name	Nationality	Citizenship Details
	Shares 1..... 2..... 3..... Date Signature of Candidate.....		
•	If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.		

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]

(hereinafter called “the tenderer”) has submitted its tender dated
[*date of submission of tender*] for the supply, installation and commissioning of
..... [*name and/or description of the equipment*] (hereinafter
called “the Tender”) KNOW ALL PEOPLE by
these presents that WE of having our
registered office at (hereinafter called “the Bank”), are
bound unto

..... [*name of Procuring entity*] (hereinafter called “the Procuring
entity”) in the sum of for which payment well and truly to be
made to the said Procuring entity, the Bank binds itself, its successors, and assigns
by these presents. Sealed with the Common Seal of the said Bank this
day of 20

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

[*signature of the bank*]
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of
..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [*reference number of the contract*] dated _____ 20 _____ to supply [*description of goods*] (hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[signature for and on behalf of manufacturer]

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

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICE

