



## **UNIVERSITY OF EMBU**

**TENDER NO. UoEm/03/2020-2021: FOR SUPPLY AND DELIVERY  
OF HARDWARE AND GENERAL BUILDING MATERIALS**

**CLOSING DATE: 1<sup>ST</sup> APRIL, 2020 AT 11.00 AM**

**SECTION I - INVITATION FOR TENDERS**

**TENDER REF: UoEm/03/2020-2021**

**TENDER NAME: Supply and Delivery of Hardware and General Building Materials**

**1.1 University of Embu invites sealed tenders from eligible candidates for Supply and Delivery of Hardware and General Building Materials.**

**1.2 This document has been prepared for framework agreement. The winning bidders will be awarded supply and delivery for 1 year 2020-2021.**

**1.3 The document includes a form for invitation for tender, instructions to candidates and a letter of application with attached forms for candidates to complete.**

**1.4 Interested eligible candidates may obtain tender documents from the website [www.embuni.ac.ke](http://www.embuni.ac.ke).**

**1.5 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.**

**1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at University of Embu, P. O. Box 6- 60100 Embu, or to be addressed to the Vice Chancellor, University of Embu so as to be received on or before **1<sup>st</sup> April, 2020 at 11.00 am.****

**1.7 Tenders will be opened immediately thereafter in the presence of the candidate's representatives who choose to attend at University of Embu, P. O. Box 6-60100 Embu.**

**NB: University of Embu does not levy any fees in order to award tenders.**

**The Vice Chancellor  
University of Embu.**

## **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, Council 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 not exceed 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 60 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 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

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 90 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 there to 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 Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 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 latter 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 Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

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,” **1<sup>st</sup> April, 2020 at 11.00am**

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

2.17.4 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 **1<sup>st</sup> April, 2020 at 11.00am**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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 tenderers' representatives who choose to attend, on **1<sup>st</sup> April, 2020 at 11.00 am** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 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 tenderers' 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 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 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 effect 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 rate 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 Tenderers 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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	<i>Indicate eligible tenderers</i>
2.14.1	<i>Not applicable.</i>
2.18.1	<i>Closing date will be <b>1<sup>st</sup> April, 2020 at 11.00am</b></i>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>N/A</i>

*(Complete as necessary)*

## **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” 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

3.8.5 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.

3.8.6 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 its 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

<b>REFERENCE GCC</b>	<b>OF</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1		NA
3.12.1		Payment is after delivery and acceptance of goods
3.18.1		As per provisions of 3.18

## SECTION V - QUALIFICATION CRITERIA

The applicant shall meet the following criteria

### EVALUATION STAGES

#### *Mandatory Requirements-*

	<b>Bidders must attach the below requirements</b>	<b>Attach/Fill</b>
1.	A copy of Certificate of Incorporation/Business Registration	Attach
2.	A Copy of a <b>Valid</b> tax compliance certificate	Attach
3.	Duly completed, signed and stamped Confidential Business Questionnaire	Fill and sign attached form on page 47
4.	Declaration and Commitment to the Code of Ethics	Fill, Sign and stamp attached on page 48-52
5.	A copy of AGPO Certificate (where applicable)	Attach

**NB:** A bidder who will not meet all the mandatory requirement will not proceed to Technical Evaluation.

#### *Stage 2: Technical Evaluation*

<b>S/No.</b>	<b>Particulars</b>	<b>Total Score</b>
1.	Evidence or recommendations from at least three clients that your firm has served in the recent 2 years	30
2.	Audited Copies of financial statements for the last <b>two</b> years <b>OR</b> bank statements	20
	<b>TOTAL</b>	<b>50</b>

**To qualify, a bidder must attain 40 marks out of 50.**

**NB:** A bidder will who will not meet technical specifications will not proceed to Financial Evaluation.

## VI - SCHEDULE OF REQUIREMENTS

### Hardware & General Building Materials

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	UNIT PRICE (KSHS)
<b>CARPENTRY</b>			
1.	4" ordinary nails	Kg	
2.	3" ordinary nails	Kg	
3.	2½ " ordinary nails	Kg	
4.	2 " ordinary nails	Kg	
5.	1½ " ordinary nails	Kg	
6.	1" ordinary nails	Kg	
7.	U- nails	Kg	
8.	4" steel nails	Pkt	
9.	3" steel nails	Pkt	
10.	2½ " steel nails	Pkt	
11.	2" steel nails	Pkt	
12.	1" steel nails	Pkt	
13.	1" tack nails	Pkt	
14.	¾ " tack nails	Pkt	
15.	Ceiling nails	Kg	
16.	Roofing nails	Kg	
17.	Panel pins 1"	Kg	
18.	Panel pins 1½ "	Kg	
19.	1½ " wood screws	Pkt	
20.	1" wood screws	Pkt	
21.	¾ " wood screws	Pkt	
22.	MDF screws	Pkt	
23.	Plastic rubber washers	Pkt	
24.	Professional wood glue	Litre	
25.	Contact glue	Litre	
26.	Super glue	ML	
27.	Silicon Sealant	ML	
28.	4" butt hinges	Pair	
29.	3" butt hinges	Pair	
30.	2 ½ " butt hinges	pair	
31.	Malpher hinges	Pair	
32.	Magnetic ball catcher	Pcs	
33.	3m Piano hinges	Strips	
34.	6" aluminum tower bolt	Pcs	

35.	3" aluminum tower bolts	Pcs	
36.	3" steel tower bolt	Pcs	
37.	6" steel tower bolt	Pcs	
38.	3 lever mortise locks complete with aluminum handles - Union	Pcs	
39.	2 lever mortise locks complete with aluminum handles- Union	Pcs	
40.	4 Lever mortise door lock complete with aluminum handles- Union	Pcs	
41.	6 lever mortise locks complete with aluminum handles- Union	Pcs	
42.	Steel door locks - Yale	Pcs	
43.	Aluminum door handles	Pair	
44.	Aluminum drawer pull handles - D	Pcs	
45.	Drawer locks – Union or equivalent	Pcs	
46.	Pedestal Drawer lock	Pcs	
47.	Arrow drawer locks	Pcs	
48.	Drawer sliding track	Pcs	
49.	8' x 4' x 3/4" plain ordinary block boards	Pcs	
50.	8' x 4' x 3/4" Double veneered ordinary block board	Pcs	
51.	8' x 4' x 3/4" Single Veneered ordinary block board	Pcs	
52.	8' x 4' x 3/4" MDF boards	Pcs	
53.	8' x 4' x 6mm chip board	Pcs	
54.	8' x 4' x 12mm chip board	Pcs	
55.	8' x 4' x 3mm ply wood	Pcs	
56.	8' x 4' x 6mm ply wood	Pcs	
57.	8' x 4' x 10mm ply wood	Pcs	
58.	8' x 4' x 12mm ply wood	Pcs	
59.	8' x 4' x 12mm soft board	Pcs	
60.	Armstrong Acoustic ceiling boards size 600x600mm	Carton	
61.	3/4" MDF board lipping - plastic	Roll	
62.	3/4" wooden lipping	Roll	
63.	P 80 sand paper	Feet	
64.	P 60 sand paper	Feet	
65.	P 40 sand paper	Feet	
66.	Corrugated galvanized roofing sheet gauge 30 pre-painted <b>2.5M</b> long – brick red.	Pcs	
67.	Corrugated galvanized roofing sheet gauge 30 pre-painted <b>3M</b> long – brick red.	Pcs	
68.	Corrugated galvanized roofing sheet gauge 30 pre-painted <b>2M</b> long – brick red.	Pcs	
69.	Corrugated galvanized roofing sheet gauge 28 pre-painted <b>2.5M</b> long – brick red.	Pcs	
70.	Corrugated galvanized roofing sheet gauge 28 pre-painted <b>3M</b> long – brick red.	Pcs	

71.	Corrugated galvanized roofing sheet gauge 28 pre-painted <b>2M</b> long – brick red.	Pcs	
72.	Box profile roofing sheet gauge 30 pre-painted 2.5M long – brick red.	Pcs	
73.	Box profile roofing sheet gauge 30 pre-painted 3 <b>M</b> long – brick red.	Pcs	
74.	Box profile roofing sheet gauge 30 pre-painted 2 <b>M</b> long – brick red.	Pcs	
75.	Box profile roofing sheet gauge 28 pre-painted 2.5M long – brick red.	Pcs	
76.	Box profile roofing sheet gauge 28 pre-painted 3 <b>M</b> long – brick red.	Pcs	
77.	Box profile roofing sheet gauge 28 pre-painted 2 <b>M</b> long – brick red.	Pcs	
78.	Corrugated galvanized roofing sheet gauge 30 <b>3M</b> long.	Pcs	
79.	Corrugated galvanized roofing sheet gauge 30 <b>2.5M</b> long.	Pcs	
80.	Corrugated galvanized roofing sheet gauge 30 <b>2M</b> long.	Pcs	
81.	Ridge caps – brick red	Pcs	
82.	Chain link – 12.5 gauge (9 feet) (Heavy gauge)	Roll	
83.	Chain link – 12.5 gauge (8 feet) (Heavy gauge)	Roll	
84.	Chain link – 12.5 gauge (7 feet) (Heavy gauge)	Roll	
85.	Chain link – 12.5 gauge (6 feet) (Heavy gauge)	Roll	
86.	Chain link – 12.5 gauge (5 feet) (Heavy gauge)	Roll	
87.	Chain link – 12.5 gauge (4 feet) (Heavy gauge)	Roll	
88.	Chicken wire – ½“	Roll	
89.	Chicken wire – ¾ “	Roll	
90.	Chicken wire – 1“	Roll	
91.	Chicken wire –1¼“	Roll	
92.	Mosquito Gauze wire	Roll	
93.	Barbed wire – 610m long 12.5 gauge	Roll	
94.	Barbed wire – 480m long 12.5 gauge	Roll	
95.	Aluminum plain wire 4mm diameter	Roll	
96.	Aluminum plain wire 3mm diameter	Roll	
97.	Stainless steel plain wire 4mm diameter	Roll	
98.	Stainless steel plain wire 3mm diameter	Roll	
99.	Brass coat hangers	Pcs	
100	1” chrome pipe holders	Pcs	
101	PVC ceiling panels – 8mm thick panels	Bundles	
102	PVC ceiling cornice piece	Linear Meter	
103	Cypress Timber cornice		
104	4mm thick ordinary clear quality glass	Square Meters	
105	6mm thick ordinary clear quality glass	Square	



		Meters	
106	10mm thick ordinary clear quality glass	Square Meters	
107	4mm thick ordinary Obscure quality glass	Square Meters	
108	6mm thick ordinary obscure quality glass	Square Meters	
109	10mm thick ordinary obscure quality glass	Square Meters	
110	10mm thick Toughened /tempered quality glass	Square Meters	
111	6mm thick Toughened /tempered quality glass	Square Meters	
112	4mm thick Toughened /tempered quality glass	Square Meters	
113	4mm thick ordinary tinted quality glass	Square Meters	
114	6mm thick ordinary tinted quality glass	Square Meters	
115	10mm thick ordinary tinted quality glass	Square Meters	
116	10mm thick Toughened /tempered and tinted quality glass	Square Meters	
117	6mm thick Toughened /tempered and tinted quality glass	Square Meters	
118	4mm thick Toughened /tempered and tinted quality glass	Square Meters	
119	Padlocks – tri-circle 266 original or equivalent	Pcs	
120	Padlocks – tri-circle 265 original or equivalent	Pcs	
121	Padlocks – tri-circle 264 original or equivalent	Pcs	
122	Padlocks – tri-circle 263 original or equivalent	Pcs	
123	Padlocks – tri-circle 262 original or equivalent	Pcs	
124	Padlocks – tri-circle 261 original or equivalent	Pcs	
125	¾ ”MDF board lipping - plastic	Roll	
126	Conta glue	Liter	
127	Ultra-drawer locks – Union or equivalent	No.	
128	HSS hacksaw blade	Dozen	

129	Glass putty – grade 1	Kgs	
130	Standard cypress door frame 6”	Pcs	
131	Standard cypress door frame 8”	Pcs	
132	Standard Hardwood door frame 6”	Pcs	
133	Standard Hardwood door frame 8”	Pcs	
134	45mm thick Semi solid core flush door size 850x2050mm high	Pcs	
135	45mm thick Solid core flush door size 850x2050mm high	Pcs	
136	45mm thick Solid core flush door size 850x2050mm high – embossed with plastic	Pcs	
137	45mm thick Solid core flush door size 850x2050mm high – embossed with Wooden casing	Pcs	
138	Cypress battened door size 900x2100mm high	Pcs	
139	Brass fasteners	Pcs	
140	Casement stays	Pcs	
141	Window stoppers with a <b>round</b> hole(pair)	Pair	
142	Window stoppers with a <b>square</b> hole(pair)	Pair	
<b>TIMBER</b>			
1.	4”x2” cypress sawn timber	Ft	
2.	3”x2” cypress sawn timber	Ft	
3.	2”x2” cypress sawn timber	Ft	
4.	6”x1” cypress sawn timber	Ft	
5.	8”x1” cypress sawn timber	Ft	
6.	4”x2” cypress planed timber	Ft	
7.	3”x2” cypress planed timber	Ft	
8.	2”x2” cypress planed timber	Ft	
9.	6”x1” cypress planed timber	Ft	
10.	8”x1” cypress Fascia board planed timber	Ft	
11.	4”x2” Mature blue gum timber	Ft	
12.	3”x2” Mature blue gum timber	Ft	
13.	2”x2” Mature blue gum timber	Ft	
14.	6”x2” Mature blue gum timber	Ft	
15.	6”x1” Mature blue gum timber	Ft	
16.	8”x1” Mature blue gum timber	Ft	
17.	$\frac{3}{4}$ ” x $\frac{3}{4}$ ” Cypress planed timber binding	Lm	
18.	$\frac{3}{4}$ ” x 1” Cypress planed timber binding/frames	Lm	
19.	4” x 2” planed Cypress wooden skirting	Lm	
20.	1”x1” cypress timber binding	Ft	
21.	2”x1” cypress timber binding	Ft	
22.	2”x1” blue gum timber binding	Ft	

23.	1"x1" blue gum timber binding	Ft	
24.	Quadrant	Ft	
25.	Architrave	Ft	
26.	100mm diameter Cedar post – 7 Feet long	No.	
27.	100mm diameter Cedar post – 10 Feet long	No.	
28.	150mm diameter Props – blue gum 10 feet long	No.	
29.	Wood preservative	Liter	
30.	Gladiator	liter	
<b>RAINWATER GOODS</b>			
1.	GI gutter size 150x100mm gauge 24	LM	
2.	GI gutter size 150x100mm gauge 24 with blocked end	LM	
3.	GI gutter size 150x100mm gauge 24 with Outlet	LM	
4.	GI gutter size 200x150mm gauge 24	LM	
5.	GI gutter size 200x150mm gauge 24 with blocked end	LM	
6.	GI gutter size 200x150mm gauge 24 with Outlet	LM	
7.	Mild steel brackets size 150x100mm x3mm thick	Pcs	
8.	Mild steel brackets size 200x150mm x3mm thick	Pcs	
9.	Mild steel Clips size 100mm diameter x 3mm thick	Pcs	
10.	Mild steel Clips size 75mm diameter x 3mm thick	Pcs	
11.	GI Sawn neck, 75mm gauge 24	Pcs	
12.	GI Sawn neck, 100mm gauge 24	Pcs	
13.	GI Down pipe, 100mm gauge 24	LM	
14.	GI Down pipe, 75mm gauge 24	LM	
15.	GI Shoe, 75mm gauge 24	Pcs	
16.	GI Shoe, 100mm gauge 24	Pcs	
17.	Double plastic glass sliding rail 4mm thick	LM	

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	UNIT PRICE (KSHS)
<b>MASONRY</b>			
1.	50 kg Ordinary Portland cement –Blue Triangle or Equivalent	Bag	
2.	Grouting cement	Kg	
3.	Waterproof cement (premium grade)	Kg	
4.	Lime	Kg	
5.	Tile Adhesive 25kg bag	Bag	
6.	200x200mm x 6mm thick ceramic floor tiles	Carton	
7.	300x300mm x 6mm thick ceramic floor tiles	Carton	
8.	330x330x8mm thick non-slip Saj ceramic floor tiles	Carton	
9.	330x330x8mm thick grazed Saj ceramic floor tiles	Carton	
10.	400x400x8mm thick Saj Ceramic Floor tiles	Carton	

11.	600x600x8mm thick Saj Ceramic Floor tiles	Carton	
12.	600x600x10mm thick Granito Floor tiles	Carton	
13.	400x400x10mm thick Granito Floor tiles	Carton	
14.	200x300x6mm thick ceramic Wall tiles	Carton	
15.	250x330x8mm thick Saj ceramic wall tiles	Carton	
16.	300x450x8mm thick Saj ceramic wall tiles	Carton	
17.	Plastic corner strips	Pcs	
18.	Aluminum Corner strips	Pcs	
19.	Tile spacer 1½ mm	Pkt	
20.	Tile spacer 2mm	Pkt	
21.	Tile spacer 2½ mm	Pkt	
22.	Tile spacer 3 mm	Pkt	
23.	Step tiles	Carton	
24.	450x450x10mm thick Porcelain tiles	Carton	
25.	600x600x10mm thick Porcelain tiles	Carton	
26.	T20 reinforcement long 12m	Bars	
27.	T16 reinforcement long 12m	Bars	
28.	T12 reinforcement, long 12m	Bars	
29.	T10 reinforcement long 12m	Bars	
30.	T8 reinforcement long 12m	Bars	
31.	R16 reinforcement long 12m	Bars	
32.	R12 reinforcement, long 12m	Bars	
33.	R10 reinforcement long 12m	Bars	
34.	R8 reinforcement long 12m	Bars	
35.	Binding wires 25 Kgs	Roll	
36.	BRC mesh - A142	Roll	
37.	BRC mesh - A198	Roll	
38.	50x50mm wire mesh overall size 8"x4" – 3mm diameter	Pcs	
39.	Hoop iron – 25mm wide x 3mm thick (50M long)	roll	
40.	100mm thick Ndarugo machine cut stones	Pcs	
41.	150mm thick Ndarugo machine cut stones	Pcs	
42.	200mm thick Ndarugo machine cut stones	Pcs	
43.	150mm thick Ngandori Quarry building block	Feet	
44.	200mm thick Ngandori Quarry building block	Feet	
45.	¾" machine crushed ballast	Tons	
46.	½" Machine crushed ballast	Tons	
47.	¼" Machine crushed ballast	Tons	
48.	Quarry dust	Tons	
49.	Murram	Tons	
50.	Clean river Sand	Tons	
51.	Broken quarry stone hardcore	Tons	
52.	1000 gauge damp proof membrane - polythene	Rolls	
53.	500 gauge damp proof membrane - polythene	Rolls	

54.	Bituminous damp proof course	Rolls	
55.	PCC Culverts 150 mm diameter	Pcs	
56.	PCC Culverts 300 mm diameter	Pcs	
57.	PCC Culverts 450 mm diameter	Pcs	
58.	PCC Culverts 600 mm diameter	Pcs	
59.	PCC Culverts 1000 mm diameter	Pcs	
60.	PCC paving slabs size 50mm thick x600x600mm class 20	Pcs	
61.	PCC paving blocks size 205x110x80mm thick – strength – 45 N/MM <sup>2</sup>	Pcs	
62.	PCC paving blocks size 205x110x80mm thick – strength – 60 N/MM <sup>2</sup>	Pcs	

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	UNIT PRICE (KSHS)
<b>WELDING</b>			
1.	¾“ x ¾“ x 1.8mm thick mild steel square tubes, 6 meter long (SHS)	Pcs	
2.	1” x 1” x 1.6mm mild steel tubes, 6m long (SHS)	Pcs	
3.	1¼“ x 1¼” x 2mm thick mild steel tubes, 6m long (SHS)	Pcs	
4.	1½“ x 1½” x 2mm thick mild steel tubes, 6m long (SHS)	Pcs	
5.	1¾“ x 1¾” x 3mm thick mild steel tubes, 6m long (SHS)	Pcs	
6.	2“ x 1“ x 2mm thick mild steel tubes, 6m long (RHS)	Pcs	
7.	2” x 2” x 3mm thick mild steel SHS tube, 6m long	Pcs	
8.	2½” x 2½” x 3mm thick mild steel SHS tube, 6m long	Pcs	
9.	3” x 3” x 3mm thick mild steel SHS tube, 6m long	Pcs	
10.	4” x 4” x 3mm medium gauge mild steel Square tubes (SHS).	Pcs	
11.	¾“ diameter x 1.8mm thick mild steel black pipe (CHS)	Pcs	
12.	1“ diameter x 1.6mm thick mild steel black pipe (CHS)	Pcs	
13.	1½“ diameter x 2mm thick mild steel black pipe (CHS)	Pcs	
14.	2“ diameter x 2mm thick mild steel black pipe	Pcs	

	(CHS)		
15.	2 ½ “diameter x 2mm thick mild steel black pipe (CHS)	Pcs	
16.	3“diameter x 3mm thick mild steel black pipe (CHS)	Pcs	
17.	4“diameter x 3mm thick mild steel black pipe (CHS)	Pcs	
18.	2“diameter x 2mm thick Stainless steel pipe		
19.	¾ “diameter heavy gauge Chrome pipe		
20.	1“diameter heavy gauge Chrome pipe		
21.	4“diameter x 3mm thick Stainless steel pipe (CHS)		
22.	¾ “x ¾ “x 2mm thick mild steel angle bars, 6m long	Pcs	
23.	1“x 1” x 2mm thick mild steel angle bars, 6m long	Pcs	
24.	1 ½ “x 1 ½ “x 2mm thick mild steel angle bar, 6m long	Pcs	
25.	2 “x 2 “x 2mm thick mild steel angle bar, 6m long	Pcs	
26.	2 “x 2 “x 3mm thick mild steel angle bar, 6m long	Pcs	
27.	2 “x 2 “x 4mm thick mild steel angle bar, 6m long	Pcs	
28.	2 “x 2 “x 6mm thick mild steel angle bar, 6m long	Pcs	
29.	¾ “ x 2mm thick mild steel flat bars, 6m long	Pcs	
30.	1 “ x 2mm thick mild steel flat bars, 6m long	Pcs	
31.	1½“ x 2mm thick mild steel flat bars, 6m long	Pcs	
32.	2 “ x 2.2mm thick mild steel flat bars, 6m long	Pcs	
33.	Mild steel Z bars – 1” x 1¼ “ x 2mm thick	Pcs	
34.	Mild steel bar 1”x ¾ “ x 2mm thick T bar	Pcs	
35.	Steel window hinges	Pair	
36.	Body filler	Kg	
37.	4”x8” gauge 16 mild steel black sheet	Pcs	
38.	4”x8” gauge 18 mild steel black sheet	Pcs	
39.	4”x8” gauge 16 mild steel black sheet – chequered plate	Pcs	
40.	4”x8” x 6mm thick mild steel chequered plate	Pcs	
41.	4”x 8” gauge 16 mild plain aluminum sheet	Pcs	
42.	4”x 8” gauge 18 GI plain Sheet	Pcs	
43.	4”x 8” gauge 28 GI plain Sheet	Pcs	
44.	3.2mm diameter arc welding rod – Kenya, Fortec or equivalent (5kgs)	Pkt	
45.	3.2mm diameter stainless steel welding rod (2kgs)	Pkt	
46.	200mm cutting disk – Abbra or equivalent	No.	
47.	200mm Abbra grinding disk	No.	
48.	200mm diameter Abbra grinding disc	Pcs	
49.	Mild steel Door bush 1 ”	Pc	
50.	Mild steel Door bush 1¼ ”	Pcs	

51.	Mild steel Door bush 1½”	Pcs	
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PAINTS			
1.	Sanding sealer –premium grade	Kg	
2.	4 Litres Dura coat emulsion paint-premium grade	No.	
3.	4 Litres Silk vinyl gloss paint-premium grade	No.	
4.	4 Litres Vinyl matt paint premium grade	No.	
5.	4 Litres Grey under coat paint- premium grade	No.	
6.	4 litres Clear vanish- premium grade	No.	
7.	4 litres Smotex – Premium grade	No.	
8.	4 Litres Transeal emulsion paint-premium grade	No.	
9.	4 Litres <b>floor</b> super gloss paint-premium grade	No.	
10.	4 Litres <b>roof</b> super gloss paint-premium grade	No.	
11.	20 Litres Vinyl matt paint premium grade	No.	
12.	20 Litres Silk vinyl gloss paint-premium grade	No.	
13.	4 Litres cream emulsion paint premium grade	No.	
14.	4 Litres cream silk vinyl paint premium grade	No.	
15.	4 Litres Bermuda blue super gloss paint-premium grade	No.	
16.	5 Litres white spirit – crown or equivalent premium grade	No.	
17.	Wire brush – medium size with plastic handle	No.	
18.	4litres clear – premium grade	No.	
19.	20 Litres Brick red Vinyl matt paint premium grade	No.	
20.	4 Litres Brick red Vinyl matt paint premium grade	No.	
21.	20 Litres Soft White Vinyl Silk Paint -Premium grade	No.	
22.	4 Litres Soft White Vinyl Silk Paint -Premium grade	No.	
23.	4 litres tin grey oxide paint- premium grade	No.	
24.	4 litres tin super gloss paint- premium grade	No.	
25.	2 litres tin supa gloss paint (burmuda blue	No.	
26.	4litres tin Emulsion paint (brilliant white)	No.	
27.	20 litres dura plast white premium grade	No.	
28.	4 liters Gray oxide paint-premium grade	No.	
29.	4 litres Dura plast cream premium	Tin	
30.	4 litre Brilliant white viryl matt-premium grade	No.	
31.	4 Litere Soft white viryl matt-premium grade	No.	
32.	4 litres super-fast emulsion dura coat paint (brilliant white)	No.	
33.	4ltrs tin Silk viny (premium) paint soft white-premium grade	No.	
34.	4 litre tin Supar- gloss-black, premium paint	No.	
35.	4 litres tin universal under coat paint (white)-premium grade.	No.	
36.	4 litres tin roof red paint-premium grade	No.	

37.	2ltrs Clear vanish-premium grade	No.	
38.	1litre tin clear vanish-premium grade	No.	
39.	5litrer tin Sanding Sealer	No.	
40.	20litrs bucket Duraplast cream/weather guard-premium grade	No.	
41.	20 ltrs bucket Silk vinyl emulsion cream-premium grade	No.	
42.	20 ltrs bucket Vinyl matt emulsion cream-premium grade	No.	
43.	20 litrs bucket Vinyl matt brilliant white-premium grade	No.	
44.	20 ltrs bucket Vinyl matt emulsion soft white-premium grade	No.	
45.	4 litrs tin Super gloss cobult blue-premium grade	No.	
46.	Brick red (IT 5) box roofing sheet 3m long ,gauge 30	No.	
47.	Smotex filla	Kg	
48.	4 Litres Black super gloss paint- premium grade	No.	
49.	20 Litres Black super gloss paint- premium grade	No.	
50.	Brush 6” Alligator/Harris or equivalent	No.	
51.	Brush 4” Alligator/Harris or equivalent	No.	
52.	Brush 2” Alligator/Harris or equivalent	No.	
53.	4 Litres Universal undercoat – high capacity paint premium grade	No.	
54.	Scrappers – medium size	No.	
55.	Bondex 1 kg	Tin	
56.	Gypsum Filler	Kg	
57.	Vanish 1 litre	Tin	
58.	Turpentine 5 litres	Tin	
59.	Crack filler pkt	Kg	
60.	Glass putty	Kg	
61.	Paint brush 6” 1 <sup>st</sup> class	No.	
62.	Paint brush 5” 1 <sup>st</sup> class	No.	
63.	Paint brush 4” 1 <sup>st</sup> class	No.	
64.	Paint brush 3” 1 <sup>st</sup> class	No.	
65.	Paint brush 2” 1 <sup>st</sup> class	No.	
66.	Paint brush 4” 1 <sup>st</sup> class	No.	
67.	Paint brush 3” 1 <sup>st</sup> class	No.	
68.	Paint brush 2” 1 <sup>st</sup> class	No.	
69.	Paint brush 4” 1 <sup>st</sup> class	No.	
70.	Paint brush 3” 1 <sup>st</sup> class	No.	
71.	Thinner 5 litres - Premium	No.	
72.	4liters Red oxide Super Gloss – premium	No	
73.	20 liters Red oxide Super Gloss – premium	No	



PLUMBING MATERIALS			
1.	PVC Pipes class E ½”	No.	
2.	PVC Pipes class E ¾”	No.	
3.	G. I Socket ¾”	No.	
4.	G. I Long Nipples ¾”	No.	
5.	G. I Elbow 1”	No.	
6.	G. I Elbow ½”	No.	
7.	PVC Valve sockets 1”	No.	
8.	PVC Valve sockets 1 1/2”	No.	
9.	PVC Valve sockets 1/2”	No.	
10.	PVC Elbows ½”	No.	
11.	G.I. Long nipple ½”	No.	
12.	2” pvc waste pipe Heavy duty	Pcs	
13.	1½” pvc waste pipe Heavy duty	Pcs	
14.	1¼” pvc waste pipe Heavy duty	Pcs	
15.	Waste PVC Pipes 4” Heavy duty	No	
16.	Pillar Tap ½” sterling	No.	
17.	Bib tap pegler ½”	No.	
18.	Bib tap pegler ¾”	No.	
19.	G. I Socket 1”	No.	
20.	G. I Long Nipple 1 ½”	No.	
21.	G. I Tees 2”	No.	
22.	2” G.I. Elbow	No.	
23.	G. I Tees ¾”	No.	
24.	G. I Tees ½”	No.	
25.	G. I Elbows ¾”	No.	
26.	G. I Elbows ½”	No.	
27.	Gates Valves (peglar England) 1”	No.	
28.	Laboratory goose neck tap ½”	No.	
29.	PPR Pipe 1”	No.	

30.	PPR Pipe 2"	No.	
31.	PPR Pipe ¾"	No.	
32.	PPR Socket 1"	No.	
33.	PPR Adaptor 1"	No.	
34.	PVC Pipes class E 1½"	No.	
35.	PVC pipe 1" class E	No.	
36.	PVC Tees 1 ½"	No.	
37.	WC concealed Flushing valve 1 ½"	No.	
38.	Asian WC	No.	
39.	Hindustan Squatting WC	No.	
40.	WC concealed Flushing valve 1 ½"	No.	
41.	½" GI Union	No.	
42.	½" gate valve – Pegler or equivalent	No.	
43.	G. I Socket ½"	No.	
44.	2"PVC drain tees and plugs	No.	
45.	2"x 1 ½" GI reducers	No.	
46.	1 1/2" bottle trap	No.	
47.	4" PVC drain bends	No.	
48.	4" drain tees	No.	
49.	½ pegler non-return valve	No.	
50.	¾"x 1/2" GI Tee	No.	
51.	¾" PVC Valve socket	No.	
52.	2" four way floor trap	No.	
53.	Long neck kitchen goose tap ½"	No.	
54.	Gate valve ¾" Peglar original	No.	
55.	Non return valve pegler ¾"	No.	
56.	Ball valve pegler 2"	No.	
57.	Ball valve pegler ½"	No.	
58.	Flashing handle High level - Metallic	No.	
59.	Flashing handle Low level – Heavy Duty	No.	
60.	Ball Valve ¾" – Pegler or equivalent	No.	
61.	1 ¼" Bottle Trap	No.	
62.	Boss white glue 100gms	No.	
63.	Hexagonal nipples ½"	No.	
64.	Hexagonal nipples ¾"	No.	
65.	1/2"x ¾" PVC reducer	No.	
66.	WC magic flex connector 4"	No.	
67.	Flex tube ½" heavy duty	No.	

68.	WC Rubber connector 1 1/2"	No.	
69.	PVC Tee 1/2"	No.	
70.	PVC Tee 3/4"	No.	
71.	GI union 1/2"	No.	
72.	Tangit glue 250 gm	tin	
73.	Tangit glue 100ml	tube	
74.	GI socket 2"	No.	
75.	Double drain double bowl kitchen sink	No.	
76.	Single drain Single bowl kitchen sink	No.	
77.	Ceramic Urinal Dividers	No.	
78.	Automatic Urinal Flushing Cistern	No.	
79.	Ceramic WC cistern	No.	
80.	Low level complete cistern – Fortec	No.	
81.	High level complete cistern - Fortec	No.	
82.	500 litres plastic tank roto	Pcs	
83.	3/4 "x 1/2 "GI T socket	Pcs	
84.	1"x 1/2 "GI T socket	Pcs	
85.	1/2" meter stand	Pcs	
86.	1/2 " stand pipe	Pcs	
87.	1/2 " PPR male adaptor	Pcs	
88.	1/2 " PPR elbow	Pcs	
89.	1/2" PPR female elbow	Pcs	
90.	3/4" PPR elbow	Pcs	
91.	3/4" PPR female elbow	Pcs	
92.	3/4" PPR male adapter	Pcs	
93.	2" PPR male adopter.	Pcs	
94.	2" PPR socket.	Pcs	
95.	2" PPR T socket	Pcs	

96.	2''GI T socket	Pcs	
97.	2'' PPR Female adaptor	No.	
98.	WC plastic seat cover complete-HARO	No.	
99.	¾ '' x ½ '' GI reducing bush	No.	
100.	½ PPR male adapter	No.	
101.	½ PPR female adapter	No.	
102.	1 ½'' Toilet flush valve-Docol or equivalent	No	
103.	Ceramic hand washing basin-medium	Pcs	
104.	1½'' Magic flex tube	Pcs	
105.	Shower roses ½''	Pcs	
106.	High level siphon fittings-fortec or equivalent	Pcs	
107.	Low level siphon fittings-fortec or equivalent	Pcs	
108.	2'' inspection T and plug	Pcs	
109.	1½'' inspection T and plug	Pcs	
110.	1¼'' inspection T and plug	Pcs	
111.	2'' pvc waste pipe – Heavy Duty	Pcs	
112.	1½'' pvc waste pipe – Heavy Duty	Pcs	
113.	1¼'' pvc waste pipe – Heavy Duty	Pcs	
114.	½'' Push Type Tap - Docol/ Vado or equivalent	Pcs	
115.	Close couple toilet complete with cistern-English type	No	
116.	500 ml tangit glue	Tin	
117.	Water meter ½'' Kent type	No	
118.	600*450mm cast iron manhole covers	No	
119.	450*450mm cast iron manhole covers	No	

**NB:**

- i. Prices should include all **the taxes and transport** to University of Embu
- ii. All the specifications stated above are mandatory.

Signature of tenderer \_\_\_\_\_

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 \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly 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 .....
Nature of Business .....	E mail .....
Registration Certificate No. ....	.....
Maximum value of business which you can handle at any one time – Kshs. ....	.....
Name of your bankers .....	Branch .....

	Part 2 (a) – Sole Proprietor			
Your name in full .....	Age .....			
Nationality .....	Country of origin .....			
	<ul style="list-style-type: none"> <li>• Citizenship details</li> <li>.....</li> <li>.....</li> <li>•</li> </ul>			
	Part 2 (b) Partnership			
Given details of partners as follows:				
	Name	Nationality	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	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.....	.....	.....	.....
	4.....	.....	.....	.....
	5.....	.....	.....	.....
Date .....	Signature of Candidate .....			

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

# **THE CODE OF ETHICS FOR PERSONS PARTICIPATING IN PUBLIC PROCUREMENT AND ASSET DISPOSAL ACTIVITIES IN KENYA**

## **PART I STATEMENT OF INTENT**

This Code of Ethics is made pursuant to the provisions of section 181 of the Public Procurement and Asset Disposal Act, 2015 and is intended to set minimum standards of ethical behavior for persons participating in public procurement and asset disposal activities in Kenya and to ensure compliance with the Act and the Regulations and the adoption of good business practices.

### **1. SCOPE OF APPLICATION.**

The Code of Ethics shall apply to persons participating in public procurement or disposal of public assets

### **2. OBJECTIVE OF THE CODE.**

The objective of the Code is to set minimum standards of ethical behavior for persons to ensure compliance with the Act and the Regulations and the adoption of good business practices.

### **3. COMMITMENT TO THE CODE**

A person shall sign and commit to this Code in the form set out in the First Schedule to this Code and submit to the procuring entity as part of the bid documents.

## **PART II—REQUIREMENTS OR OBLIGATIONS**

### **4. COMPLIANCE WITH THE CONSTITUTION, LAWS AND REGULATIONS**

A person participating in public procurement and asset disposal activities shall, among others, comply with the Constitution, the Act and its attendant regulations, this Code of Ethics, rules and practices relating to ethics and integrity, and other laws related to taxation, labour, health and safety standards as well as environmental protection.

### **5. PROFESSIONALISM**

- a) A person participating in public procurement and asset disposal activities shall comply with professional standards of their industry or of any professional body of which they are members.
- b) Where that person is a member of a professional body, the person shall uphold the code of ethics of the respective profession and be of good professional standing.
- c) A person who has been de-registered from a professional body shall not qualify for a tender or be engaged in public procurement.

### **6. ETHICS AND INTEGRITY**

A person shall at all times maintain unquestionable standards of ethics and integrity in the public procurement and disposal process.



## **7. COURTESY AND RESPECT**

A person participating in public procurement and disposal process shall accord respect and courtesy to the public officer(s) and other persons in all their dealings.

## **8. IMPARTIALITY**

A person shall not engage in any act that may promote or encourage patronage, tribalism, cronyism and nepotism or any other form of preferential treatment in the public procurement or disposal proceeding.

## **9. GIFTS, FAVORS AND OTHER BENEFITS**

A person shall not offer or give gifts of any kind to public entities or the employees except as may be authorized by law, regulations, policies and codes of conduct from time to time issued by the Authority or any other relevant agencies.

## **10. PROHIBITION AGAINST CORRUPT, FRAUDULENT, COERCIVE, COLLUSIVE AND UNETHICAL PRACTICES**

A person shall not —

- (a) contact, unduly influence or exert pressure on any member of a committee or any other employee, agent of a procuring entity to take a particular action which favors or tends to favor them;
- (b) engage in any form of corruption, collusive, coercive and or unethical practices;
- (c) engage in, nor be a party to, agreements, business practices or conduct that, as a matter of law, are anti-competition; or
- (d) directly or indirectly engage in any act that may interfere or have adverse effects on the procurement or disposal proceeding.

## **11. Conflict of interest and limitation to enter into contract**

( i) A person shall not enter into a contract with a procuring entity if the person

—

- (a) is an employee of the procuring entity or a member of a board or committee of the procuring entity;
  - (b) is a State officer or public officer or a member of a committee or board of that state organ or public entity, or an officer of that public entity or state organ; or
  - (c) has not satisfied eligibility requirements outlined in section 55 of the Act.
- (ii) A person shall not accept a contract whose performance would constitute a conflict of interest arising from any other previous or the subject contract.
  - (iii) A person shall disclose any potential or actual conflict of interest to a procuring entity using a format provided in the bid document.

## **12. PERFORMANCE OF DUTIES**

(i) A person shall—

- (a,) sign and commit to Code of Ethics in a tender, proposal or quotation submitted and failure to commit to the Code of Ethics shall lead to automatic disqualification;
- (b) obtain and submit bid documents in the manner prescribed in the tender or disposal notice and tender documents;
- (c) ensure that certified copies of all mandatory documents required in procurement or disposal proceeding such as certificates are availed; and
- (d) supply the right quantity and quality of the contracted item, deliver at the stipulated time(s) and perform the obligations of the contract.

(ii) A person shall —

- (a) ensure that competent persons carry out the contractual obligations of the person; and
- (b) accept full responsibility for all goods, works, services which have been provided.

## **13.COMMUNICATION OF INFORMATION**

A person shall —

- (a) observe communication requirements during the bidding process as provided for in the Act, Regulations, tender documents and practices;
- (b) respond promptly and courteously to all lawful requests for information, clarifications, and complaints in relation to the procurement or a contract;
- (c) ensure that all information provided to procuring entities is given in writing by authorized officers of the person; and
- (d) ensure that information given while participating in public procurement or disposal is true, accurate and fair, and not designed to mislead the procurement entity or the public.

## **14. DUTY TO DISCLOSE BUSINESS INFORMATION**

A person shall at the times of bidding, provide a list of directors, beneficial owners and any other relevant information regarding the business entity through which the person seeks to trade with a procuring entity as may from time be provided in the bid document.

## **15. DUTY NOT TO GIVE FALSE, MALICIOUS OR MISLEADING INFORMATION**

A person shall not give false, malicious or misleading information to a procuring entity, Authority or any other entity regarding any matter involving the procurement or disposal process or a person involved in the procurement or disposal process.

## **16. CONFIDENTIALITY OF INFORMATION**

- (i) A person shall not disclose any information obtained in the course of participation or performance of a procurement or disposal contract to any unauthorized person or use such information to further private interests.
- (ii) The obligation under paragraph C1) shall continue even after the business or contractual relationship with the procuring entity has come to an end.

## **17. DUTY TO REPORT IMPROPRIETY OR CORRUPTION**

- (i) A person shall reject and report to the Authority or the relevant agency any procurement or disposal practice which might be deemed to contrive the Constitution, laws, regulations and this Code.
- (ii) The report referred to under paragraph (1) shall be in the format prescribed under the Second Schedule.

## **PART III—COMPLIANCE AND MONITORING OF THE CODE**

### **18. COMPLIANCE WITH THE CODE**

A person shall at all times ensure compliance with all the requirements of this Code.

### **19. STRUCTURES FOR EMPLOYEES AND AGENTS**

A person shall put in place proper structures for its employees and agents that are in line with the Act, Regulations and this Code.

### **20. CO-OPERATION IN CONDUCTING OF DUE DILIGENCE**

A person shall cooperate and assist in conducting of due diligence, where a procuring entity conducts on-site evaluations and inspections of the person's facilities or project site, including those of their subcontracts and Joint Venture partners to review their compliance to this Code during execution of the Contract.

### **21. THE ROLE OF THE AUTHORITY IN ENFORCEMENT OF THE CODE**

- a) exercise oversight in the enforcement of this Code. Including taking remedial measures in case of breach of the Code;
- b) on its own motion or upon receipt of a complaint, inquire into the allegation of the violation of the Code of Ethics and take appropriate action including instituting debarment proceedings as provided under the Act and Regulations;
- c) establish a complaints management system for reporting and receiving of complaints on alleged violations of the Constitution, relevant laws, Regulations and the Code of Ethics.

### **22. PROHIBITION AGAINST OBSTRUCTION, HINDERANCE, ETC, TO AN OFFICER OF THE AUTHORITY**

A person shall not —

- (a) obstruct or hinder an officer of the Authority or any other authorized person from carrying out a duty or function or exercising a power relating to procurement and disposal laws; or

- (b) knowingly or in collusion with others lie to or mislead a person carrying out a duty or function or exercising a power relating to procurement and disposal laws.

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS  
COMMITMENT TO THE CODE OF ETHICS *(to be submitted as part of any quotation or tender or proposal)*

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

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

Name of Authorized signatory .....

Sign .....

Position .....

Office address .....

Telephone .....

E-mail

Name of the Firm/Company .....

Date .....

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

Witness Name .....

Sign .....

Date .....

**STAMP:** .....

### 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 OFFICER

**8.9 FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED  
UoEm

## **CRITERIA OF EVALUATON**

The lowest evaluated price for bidders who shall meet all the specification shall be considered for award as long as the prices are established to be within the prevailing market prices.