**REPUBLIC OF KENYA**

**COUNTY GOVERNMENT OF KIRINYAGA**

**P.O. BOX 260 - 10304,**

**KUTUS.**

**PRE-QUALIFICATION LIST UPDATING**

**REGISTRATION OF SUPPLIERS FOR SUPPLY AND DELIVERY OF ELECTRICAL APPLIANCES, FITTINGS AND OTHER ELECTRICAL RELATED MATERIALS**

**FOR**

**FINANCIAL YEARS 2022-2023/2023-2024**

**TENDER REGISTRATION NO : CGK/RG/005/2022-2023/2023-2024**

**TENDER CLOSING DATE: 16 TH NOVEMBER, 2023**

**TIME: 11:00AM**

**Table of Contents**

[REGISTRATION FORM 3](#_Toc118452229)

[INVITATION TO APPLY FOR REGISTRATION 5](#_Toc118452230)

[PART 1 - TENDERING PROCEDURES 6](#_Toc118452231)

[SECTION I: INSTRUCTIONS TO TENDERERS 7](#_Toc118452232)

[A General Provisions 7](#_Toc118452233)

[Section II - Registration Data Sheet (TDS) 26](#_Toc118452234)

[SECTION III - QUALIFICATION CRITERIA AND REQUIREMENTS 28](#_Toc118452235)

[STAGE 1. MANDATORY/PRELIMINARY REQUIREMENTS 29](#_Toc118452236)

[SECTION IV - REGISTRATION FORMS 30](#_Toc118452237)

[QUALIFICATION FORMS 30](#_Toc118452238)

[1. FORM PER-1: 31](#_Toc118452239)

[1. Declaration 32](#_Toc118452240)

[2.1 FORM ELI -1.1 33](#_Toc118452241)

[2.1 FORM ELI -1.2 34](#_Toc118452242)

[2.1 FORM CON – 2 35](#_Toc118452243)

[2.1 FORM FIN – 3.1: 37](#_Toc118452244)

[4.1 FORM EXP - 4.1 38](#_Toc118452245)

[4.2 FORM EXP - 4.2(a) 39](#_Toc118452246)

[TENDERER’S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE 40](#_Toc118452247)

[Instruction to Tenderer 40](#_Toc118452248)

[(a) Tenderer's details 40](#_Toc118452249)

[General and Speciﬁc Details 41](#_Toc118452250)

[(e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity. 41](#_Toc118452251)

[ii) Conﬂict of interest disclosure 41](#_Toc118452252)

[1. 42](#_Toc118452253)

[CERTIFICATE OF INDEPENDENT TENDER DETERMINATION 43](#_Toc118452254)

[SELF - DECLARATION FORMS 44](#_Toc118452255)

[FORM SD1 44](#_Toc118452256)

[FORM SD2 45](#_Toc118452257)

[SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE 45](#_Toc118452258)

[DECLARATION AND COMMITMENT TO THE CODE OF ETHICS 46](#_Toc118452259)

[B. APPENDIX 1- FRAUD AND CORRUPTION 47](#_Toc118452260)

[1. Purpose 47](#_Toc118452261)

[3. Requirements 47](#_Toc118452262)

[Appendix to Tender 49](#_Toc118452263)

[Schedule of Currency requirements 49](#_Toc118452264)

[PRICE SCHEDULE 49](#_Toc118452265)

# REGISTRATION FORM

**NAME OF THE FIRM …………………………………………………………………………**

**IFMIS. NO**……………………………………………………………………………….

**CATEGORY** …………………………………………………………………………………

**REFERENCE NO.………………………………………………………………………………**

**IF AGPO registered firm, please specify the category: -** **YOUTH \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WOMEN\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PWD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SUPPLIERS, CONTRACTORS & CONSULTANTS**

**FYs 2022-2023/2023-2024**

**PLEASE FILL ALL THE DETAILS IN THIS PAGE:**

1. **Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |
| --- | --- | --- |
| **2.** | **Physical Location** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **3.** | **PO Box** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

1. **Telephone No.(s)- Landline \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**5.Contact Person**

**Mobile**

**6.Category**

(This Registration Document is for use with a Standard Tender Document inviting for tenders)

# INVITATION TO APPLY FOR REGISTRATION

**REGISTRATION OF SUPPLIERS FOR SUPPLY AND DELIVERY OF ELECTRICAL APPLIANCES, FITTINGS AND OTHER ELECTRICAL RELATED MATERIALS FOR THE YEAR 2022-2023/2023-2024**

The County Government of Kirinyaga intends to register suppliers for supply and delivery of electrical appliances, fittings and other electrical related materials for the year 2022-2023/2023-2024.

Registration will be conducted through (National Tender) procedures using a standardized registration document and will be restricted to AGPO registered applicants who register.

Interested and eligible candidates may obtain detailed information and inspect the Registration Document at Kirinyaga County Headquarters, Kutus, **Supply Chain Management Office, Room B15** during normal working hours. Interested and eligible applicants may obtain further information from and inspect the registration documents at **Director Supply Chain Management Office, 1st Floor, Kirinyaga County Headquarters, Kutus during normal working hours.**

A complete set of registration documents may be obtained by interested bidders from the Public Procurement Information Portal website <http://tenders.go.ke> or the County website [www.kirinyaga.go.ke](http://www.kirinyaga.go.ke). Bidders who download the documents from the website **MUST** forward their particulars (Name, contacts, physical address and the tender no. / Description) immediately to [procurement@kirinyaga.go.ke](mailto:procurement@kirinyaga.go.ke) for recording and any further clarifications or addendums.

Tenderers shall ensure that the submitted bid (documents) is (are) serialized/paginated, and intact. (i.e., each page in the submitted bid shall have page numbers/serial identification).

Completed registration document **WITH** introductory letter should be enclosed in plain sealed envelopes marked with Registration reference number and be deposited in the Tender Box located at **1st Floor, County Government of Kirinyaga Headquarters, Kutus Town** or be addressed and mailed to:

**The County Secretary & Head of Public Service,**

**County Headquarters,**

**P.O Box 260 – 10304,**

**Kutus.**

so as to be received on or before,on or before ***Thursday 16 TH NOVEMBER, 2023 AT 11.00 AM***.

Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend the opening at The County Headquarters,3rd Floor, Conference Room.

Late bids **SHALL NOT** be accepted.

**Note:** This is a tender for registration of suppliers and **NOT** for Tender for supply and delivery of goods.

# PART 1 - TENDERING PROCEDURES

# SECTION I: INSTRUCTIONS TO TENDERERS

## A General Provisions

##### Scope of Tender

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

##### Fraud and Corruption

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

##### Eligible Tenderers

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

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

* 1. Public Ofﬁcers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and ﬁrms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Ofﬁcers are also not allowed to participate in any procurement proceedings.
  2. A Tenderer shall not have a conﬂict of interest. Any Tenderer found to have a conﬂict of interest shall be disqualiﬁed. A Tenderer may be considered to have a conﬂict of interest for the purpose of this Tendering process, if the Tenderer:
     1. directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
     2. receives or has received any direct or indirect subsidy from another Tenderer; or
     3. has the same - representative or ownership as another Tenderer; or
     4. has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to inﬂuence the Tender of another Tenderer, or inﬂuence the decisions of the Procuring Entity regarding this Tendering process; or
     5. or any of its afﬁliates participated as a consultant in the preparation of the design or technical speciﬁcations of the goods that are the subject of the Tender; or
     6. or any of its afﬁliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
     7. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project speciﬁed in the **TDS** ITT 1.1 that it provided or were provided by any afﬁliate that directly or indirectly controls, is controlled by, or is under common control with that ﬁrm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or speciﬁcations of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conﬂict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
  3. A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualiﬁed.
  4. A ﬁrm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualiﬁcation of all Tenders in which the ﬁrm is involved. A ﬁrm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
  5. A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
  6. A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred ﬁrms and individuals is available from the PPRA's website www.ppra.go.ke
  7. Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) ﬁnancially autonomous and not receiving any signiﬁcant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with ﬁrms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
  8. Tenderers may be ineligible if their countries of origin (a) as a matter of law or ofﬁcial regulations, Kenya prohibits commercial relations with that country, or(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
  9. 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.
  10. Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be deﬁned in the TDS
  11. The Competition Act of Kenya requires that ﬁrms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke.](http://www.cak.go.ke/)
  12. A Kenyan tenderer shall provide evidence of having fulﬁlled his/her tax obligations by producing a current tax clearance certiﬁcate or tax exemption certiﬁcate issued by the Kenya Revenue Authority.

##### Eligible Goods and Related Services

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

##### Sections of Tendering Document

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

##### PART 1: Tendering Procedures

1. Section I - Instructions to Tenderers (ITT)
2. Section II - Tendering Data Sheet (TDS)
3. Section III - Evaluation and Qualiﬁcation Criteria
4. Section IV - Tendering Forms

##### PART 2: Supply Requirements

1. Section V - Schedule of Requirements

##### PART 3: Contract

1. Section VI - General Conditions of Contract (GCC)
2. Section VII - Special Conditions of Contract (SCC)
3. Section VIII- Contract Forms
   1. The notice of Invitation to Tender or the notice to the prequaliﬁed Tenderers issued by the Procuring Entity is not part of the tendering document.
   2. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clariﬁcation, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.
   3. The Tenderer is expected to examine all instructions, forms, terms, and speciﬁcations in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

##### Clariﬁcation of Tendering Document

* 1. A Tenderer requiring any clariﬁcation of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address speciﬁed in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clariﬁcation, provided that such request is received no later than the period speciﬁed in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so speciﬁed in the **TDS,** the Procuring Entity shall also promptly publish its response at the web page identiﬁed in the **TDS.** Should the clariﬁcation result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.
  2. The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
  3. The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period speciﬁed in the **TDS** before the meeting.
  4. Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
  5. The Procuring Entity shall also promptly publish anonymized (*no names*)Minutes of the pre-Tender meeting at the web page identiﬁed **in the TDS**. Any modiﬁcation to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre- Tender meeting will not be a cause for disqualiﬁcation of a Tenderer.

##### Amendment of Tendering Document

* 1. At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
  2. Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.
  3. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

##### C. Preparation of Tenders

##### Cost of Tendering

* 1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

##### Language of Tender

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

##### Documents Comprising the Tender

* 1. The Tender shall comprise the following:
     1. Form of Tender prepared in accordance with ITT11;
     2. Price Schedules: completed in accordance with ITT 11 and ITT 13;
     3. Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
     4. Alternative Tender: if permissible, in accordance with ITT12;
     5. Authorization: written conﬁrmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
     6. Qualiﬁcations: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualiﬁcations to perform the Contract if its Tender is accepted;
     7. Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
     8. Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
     9. Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
     10. any other document required in the **TDS**.
  2. In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
  3. The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

##### Form of Tender and Price Schedules

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

##### Alternative Tenders

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

##### Tender Prices and discounts

* 1. The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements speciﬁed below.
  2. All lots (contracts) and items must be listed and priced separately in the Price Schedules.
  3. The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.
  4. The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.
  5. Prices quoted by the Tenderer shall be ﬁxed during the performance of the Contract and not subject to variation on any account, unless otherwise speciﬁed **in the TDS.** A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a ﬁxed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
  6. If speciﬁed in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise speciﬁed **in the TDS,** prices quoted shall correspond to 100 % of the items speciﬁed for each lot and to 100% of the quantities speciﬁed for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.
  7. The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
  8. Prices shall be quoted as speciﬁed in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:
     1. For Goods manufactured in Kenya:
        1. the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) ﬁnal destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  9. any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
  10. the price for inland transportation, insurance, and other local services required to convey the Goods to their ﬁnal destination speciﬁed **in the TDS.**
      1. For Goods manufactured outside Kenya, to be imported:

1. the price of the Goods, quoted CIP named place of destination, in Kenya, as speciﬁed **in the TDS;**
2. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their ﬁnal destination speciﬁed **in the TDS;**
   * 1. For Goods manufactured outside Kenya, already imported:
3. the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
4. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
5. any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
6. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their ﬁnal destination (Project Site) speciﬁed **in the TDS.**
   * 1. for Related Services, other than inland transportation and other services required to convey the Goods to their ﬁnal destination, whenever such Related Services are speciﬁed in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

##### Currencies of Tender and Payment

* 1. The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same**.**
  2. The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.
  3. The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

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

* 1. To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
  2. To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical speciﬁcations and standards speciﬁed in Section VII, Schedule of Requirements.
  3. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical speciﬁcation, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
  4. The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **speciﬁed in the TDS** following commencement of the use of the goods by the Procuring Entity.
  5. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers speciﬁed by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those speciﬁed in the Section VII, Schedule of Requirements.

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

* 1. To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
  2. The documentary evidence of the Tenderer qualiﬁcations to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
     1. that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
     2. that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Speciﬁcations; and
     3. that the Tenderer meets each of the qualiﬁcation criterion speciﬁed in Section III, Evaluation and Qualiﬁcation Criteria.

##### Period of Validity of Tenders

* 1. Tenders shall remain valid for the Tender Validity period speciﬁed **in the TDS**. The Tender Validity period starts from the date ﬁxed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
  2. In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.
  3. If the award is delayed by a period exceeding the number of days to be speciﬁed in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
     1. in the case of **ﬁxed price** contracts, the Contract price shall be the tender price adjusted by the factor speciﬁed **in the TDS**;
     2. in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

##### Tender Security

* 1. The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as speciﬁed **in the TDS,** in original form and, in the case of a Tender Security**,** in the amount and currency speciﬁed **in the TDS.**
  2. A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
  3. If a Tender Security is speciﬁed pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:

1. cash;
2. a bank guarantee;
3. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
4. a letter of credit; or
5. guarantee by a deposit taking micro-ﬁnance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
   1. If an unconditional guarantee is issued by a non-Bank ﬁnancial institution located outside Kenya, the issuing non-Bank ﬁnancial institution shall have a correspondent ﬁnancial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent ﬁnancial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty

(30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.

* 1. If a Tender Security is speciﬁed pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
  2. If a Tender Security is speciﬁed pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46.The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
  3. The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
  4. The Tender Security may be forfeited or the Tender Securing Declaration executed:
     1. if a Tenderer withdraws its Tender during the period of Tender validity speciﬁed by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
     2. if the successful Tenderer fails to:

1. sign the Contract in accordance with ITT 45; or
2. furnish a Performance Security in accordance with ITT 46.
   1. Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
   2. The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.
   3. A tenderer shall not issue a tender security to guarantee itself.

##### Format and Signing of Tender

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

##### D. Submission and Opening of Tenders

##### Sealing and Marking of Tenders

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

##### Deadline for Submission of Tenders

* 1. Tenders must be received by the Procuring Entity at the address and no later than the date and time speciﬁed **in the TDS.** When so speciﬁed **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures speciﬁed **in the TDS**.
  2. The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

##### Late Tenders

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

##### Withdrawal, Substitution, and Modiﬁcation of Tenders

* 1. A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modiﬁcation of the Tender must accompany the respective written notice. All notices must be:
     1. prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
     2. received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.
  2. Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.
  3. No Tender may be withdrawn, substituted, or modiﬁed in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity speciﬁed by the Tenderer on the Form of Tender or any extension thereof.

##### Tender Opening

* 1. Except as in the cases speciﬁed in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place speciﬁed **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any speciﬁc electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as speciﬁed **in the TDS.**
  2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” conﬁrming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
  3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
  4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modiﬁcation shall be permitted unless the corresponding modiﬁcation notice contains a valid authorization to request the modiﬁcation and is read out at Tender opening.
  5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modiﬁcation; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.
  6. Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be speciﬁed in the **TDS.**
  7. The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
  8. The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
     1. the name of the Tenderer and whether there is a withdrawal, substitution, or modiﬁcation;
     2. the Tender Price, per lot (contract) if applicable, including any discounts;
     3. any alternative Tenders;
     4. the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
     5. number of pages of each tender document submitted.
  9. The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

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

##### Conﬁdentiality

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

##### Clariﬁcation of Tenders

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

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

##### Deviations, Reservations, and Omissions

* 1. During the evaluation of Tenders, the following deﬁnitions apply:
     1. “Deviation” is a departure from the requirements speciﬁed in the Tendering document;
     2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements speciﬁed in the tendering document; and
     3. “Omission” is the failure to submit part or all of the information or documentation required in the tendering document.

##### Determination of Responsiveness

* 1. The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as deﬁned in ITT28.2.

1. A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
   1. if accepted, would:
      1. affect in any substantial way the scope, quality, or performance of the Goods and Related Services speciﬁed in the Contract; or
      2. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
   2. if rectiﬁed, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
   3. The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to conﬁrm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
   4. If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

##### Non-conformities, Errors and Omissions

* 1. Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.
  2. Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
  3. Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantiﬁable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reﬂect the price of a missing or non-conforming item or component in the manner speciﬁed **in the TDS**. The adjustment shall be based on the ***average*** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

##### Arithmetical Errors

* 1. The tender sum as submitted and read out during the tender opening shall be absolute and ﬁnal and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
  2. Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
     1. Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualiﬁcation of the tender as non-responsive .
     2. Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualiﬁcation of the tender as non-responsive. and
     3. if there is a discrepancy between words and ﬁgures, the amount in words shall prevail.
  3. Tenderers shall be notiﬁed of any error detected in their bid during the notiﬁcation of a ward.

##### Conversion to Single Currency

* 1. For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as speciﬁed **in the TDS.**

##### Margin of Preference and Reservations

* 1. A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold speciﬁed in the Regulations.
  2. For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:
     1. motor vehicles, plant and equipment which are assembled in Kenya;
     2. furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
     3. goods manufactured, mined, extracted or grown in Kenya.
  3. A margin of preference shall not be allowed unless it is speciﬁed so in the **TDS**.
  4. Contracts procured on basis of international competitive tendering shall not be subject to reservations to speciﬁc groups s as provided in ITT 32.5.
  5. Where it is intended to reserve a contract to a speciﬁc group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be speciﬁed in the **TDS**, a procuring entity shall ensure that the invitation to tender speciﬁcally indicates that only businesses or ﬁrms belonging to the speciﬁed group are eligible to tender as speciﬁed in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

##### Evaluation of Tenders

* 1. The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualiﬁcation criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualiﬁcation criteria and whose Tender has been determined to be:
     1. substantially responsive to the tender documents; and
     2. the lowest evaluated price.
  2. Price evaluation will be done for Items or Lots (contracts), as speciﬁed **in the TDS;** and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:
     1. price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
     2. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
     3. price adjustment due to quantiﬁable nonmaterial non-conformities in accordance with ITT 29.3; and
     4. any additional evaluation factors speciﬁed **in the TDS** and Section III, Evaluation and Qualiﬁcation Criteria.
  3. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
  4. Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be speciﬁed in Section III, Evaluation and Qualiﬁcation Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualiﬁcation Criteria Form for each Lot.
  5. The Procuring Entity's evaluation of a Tender will include and consider:
     1. in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
     2. in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;
  6. The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise speciﬁed in the **TDS** from amongst those set out in Section III, Evaluation and Qualiﬁcation Criteria. The additional criteria and methodologies to be used shall be as speciﬁed in ITT 33.2(d).

##### Comparison of Tenders

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

##### Abnormally Low Tenders

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

##### Abnormally High Tenders

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

##### Post-Qualiﬁcation of the Tenderer

* 1. The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria speciﬁed in Section III, Evaluation and Qualiﬁcation Criteria.
  2. The determination shall be based upon an examination of the documentary evidence of the Tenderer qualiﬁcations submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualiﬁcations of other ﬁrms such as the Tenderer subsidiaries, parent entities, afﬁliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other ﬁrm(s) different from the Tenderer.
  3. An afﬁrmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualiﬁcation of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualiﬁcations to perform satisfactorily.

##### Lowest Evaluated Tender

* 1. Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualiﬁcation Criteria and whose Tender has been determined to be:
     1. most responsive to the Tender document; and
     2. the lowest evaluated price.

##### Procuring Entity’s Right to Accept Any Tender, and to Reject Any or All Tenders.

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

##### F. Award of Contract

##### Award Criteria

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

##### Procuring Entity's Right to Vary Quantities at Time of Award

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

##### Notice of Intention to enter into a Contract

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

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

##### Standstill Period

* 1. The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisﬁed candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
  2. Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notiﬁcation of Intention to Enter into a Contract to the successful Tenderer.

##### Debrieﬁng by the Procuring Entity

* 1. On receipt of the Procuring Entity's Notiﬁcation of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debrieﬁng on speciﬁc issues or concerns regarding their tender. The Procuring Entity shall provide the debrieﬁng within ﬁve days of receipt of the request.
  2. Debrieﬁngs of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debrieﬁng meeting.

##### Letter of Award

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

##### Signing of Contract

* 1. Upon the expiry of the fourteen days of the Notiﬁcation of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
  2. Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
  3. The written contract shall be entered into within the period speciﬁed in the notiﬁcation of award and before expiry of the tender validity period.

##### Performance Security

* 1. Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent ﬁnancial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent ﬁnancial institution is not required.
  2. Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufﬁcient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.
  3. Performance security shall not be required for a contract, if so speciﬁed in the **TDS**.

##### Publication of Procurement Contract

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

1. name and address of the Procuring Entity;
2. name and reference number of the contract being awarded, a summary of its scope and the selection method used;
3. the name of the successful Tenderer, the ﬁnal total contract price, the contract duration.
4. dates of signature, commencement and completion of contract;
5. names of all Tenderers that submitted Tenders, and their Tender prices as read out at

Tender opening;

##### Procurement Related Complaints and Administrative Review

* 1. The procedures for making a Procurement-related Complaint are as speciﬁed in the **TDS**.
  2. A request for administrative review shall be made in the form provided under contract forms.

# Section II - Registration Data Sheet (TDS)

| **Reference to ITC Clause** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO APPLICANTS** |
| --- | --- |
| **A. General** | |
| **ITT 1.1** | The Procuring Entity is: **COUNTY GOVERNMENT OF KIRINYAGA**  The identification of the Invitation for Registration is: \_Registration of suppliers for supply and delivery of electrical appliances, fittings and other electrical related materials for the year **2022-2023/2023-2024**  **/2021-2022** |
| ITT 2.2 | The Information made available on competing firms is as follows:  The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. |
|  |  |
| **B. Contents of Tender Document** | |
| **ITT 7.1** | 1. The Applicants will submit any request for clarifications in writing at the Address \_\_\_\_\_   **The County Secretary & Head of Public Service,**  **County Headquarters,**  **P.O Box 260 – 10304,**  **Kutus**  to reach the Procuring Entity not later than ***Thursday 16 TH NOVEMBER, 2023 at 11.00AM***. |
| **ITT 7.3** | The Applicants will submit any questions in writing, to reach the Procuring Entity not later than Seven (7) days before submission date at Supply Chain Management  Offices, 1 st Floor, Kirinyaga County Headquarters during normal working hours. Any request for clarification done in writing must be addressed to:  **The County Secretary & Head of Public Service,**  **County Headquarters,**  **P.O Box 260 – 10304,**  **Kutus.**  **Tel: +254 20 21553369**  **Email: procurement@kirinyaga.go.ke** |
| **ITT 9.1** | For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity’s address is:  **COUNTY GOVERNMENT OF KIRINYAGA**  **1st Floor, County Government of Kirinyaga Headquarters, Kutus Town**  **Postal Address P.O Box 260 – 10304, Kutus.**  [**procurement@kirinyaga.go.ke**](mailto:procurement@kirinyaga.go.ke) |
|  | |
| **ITT 22.1** | (A) For Application submission purposes only, the Procuring Entity’s address is:  (1) Name of Procuring Entity: **COUNTY GOVERNMENT OF KIRINYAGA**  (2) Postal Address **P.O Box 260 – 10304, Kutus.**  (3) Physical address for hand Courier Delivery to an office or Tender Box 1st Floor, County Government of Kirinyaga Headquarters, Kutus Town  (4) Date and time for submission of Applications is ***Thursday* 16/11/2023 at 11.00 AM**  (5) Applications shall **submit** tenders Manually.  (6) Applicants **MUST** submit **TWO** copies of the Registration Document.( Original and one copy) |
| **ITT 25.1** | The Applications opening shall take place at the time and the address for Opening of Tenders provided below:  (1) Name of Procuring Entity: **COUNTY GOVERNMENT OF KIRINYAGA**  (2) Physical address: **1st Floor, County Government of Kirinyaga Headquarters, Kutus Town**)  (3) ***Thursday* 16/11/2023** |
| **E. Evaluation, and Comparison of Tenders** | |
| ITA 24.1 | A margin of preference [ “shall not”] apply. |
| ITA 25.1 | At this time the Procuring Entity [insert “intends” or “does not intend”] to execute certain specific parts of the Works by sub-contractors selected in advance. |
| **ITT 33.4** | The application is OPEN **to all eligible and qualified AGPO applicants.** |

# SECTION III - QUALIFICATION CRITERIA AND REQUIREMENTS

1. This section contains all the methods, criteria, and requirements that the Procuring Entity shall use to evaluate Applications, all in one Form “Eligibility and Qualification Criteria”. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the Form.

1. This form is generic and refers to registration of suppliers for supply and delivery of electrical appliances, fittings and other electrical related materials.

# 

# STAGE 1. MANDATORY/PRELIMINARY REQUIREMENTS

|  |  |  |
| --- | --- | --- |
| **NO.** | **MANDATORY REQUIREMENTS** | **YES/NO** |
|  |  |  |
| 1. | Valid Certificate of Incorporation/Business Registration |  |
| (Attach copy) |  |
|  |  |  |
| 2. | Valid Certificate of registration of Youth, Women and PWD owned |  |
| enterprises issued by the National Treasury (Attach copy) |  |
|  |  |  |
| 3. | Current/Valid Tax Compliance Certificate for the |  |
| group/enterprise (Attach copy) |  |
|  |  |  |
| 4. | Copy of Pin Certificate of firm/company/individual |  |
|  |  |  |
| 5. | Current/Valid Business Permit/License (Attach copy) |  |
|  |  |  |
| 6. | Current CR12 (Attach copy) |  |
|  |  |  |
| 7. | IFMIS NUMBER |  |
| 8. | Confidential Business Questionnaire correctly filled, signed & stamped |  |
| 9. | Application documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3……. n where n is the last page). |  |
| 10. | Attach Company profile |  |
|  |  |  |

# SECTION IV - REGISTRATION FORMS

## 

Resume and Declaration, Applicants Information Form, Tenderer's JV Information Form, Historical Contract Non-Performance, Pending Litigation and Litigation History,Sources of Finance, General Experience, Specific Experience

## QUALIFICATION FORMS

### FORM PER-1:

Resume and Declaration – Suppliers Representative and Key Personnel.

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |
| --- |
| **Name of Tenderer** |

|  |  |  |
| --- | --- | --- |
| Position [#*1*]: [*title of position from Form PER-1*] | | |
| Personnel information | Name: | Date of birth: |
|  | Address: | E-mail: |
|  |  |  |
|  | Professional qualifications: | |
|  | Academic qualifications: | |
|  | Language proficiency: *[language and levels of speaking, reading and writing skills]* | |
| Details |  | |
|  | Address of Procuring Entity: | |
|  | Telephone: | Contact (manager / personnel officer): |
|  | Fax: |  |
|  | Job title: | Years with present Procuring Entity: |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |  |
| --- | --- | --- | --- |
| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

### Declaration

I, ………………………………………………………………………………., certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualiﬁcations and my experience.

I conﬁrm that I am available as certiﬁed in the following table and throughout the expected time schedule for this position as provided in the Tender:

|  |  |
| --- | --- |
| **Commitment** | **Details** |
| Commitment to duration of contract: | *[insert period ]* |
| Time commitment: | *[insert period]* |

I understand that any misrepresentation or omission in this Form may:

1. be taken into consideration during Tender evaluation;
2. result in my disqualiﬁcation from participating in the Tender;
3. result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: [*insert name*]

Signature:

Date: (day month year): Countersignature of authorized representative of the Tenderer:

Signature: Date: (day month year):

## FORM ELI -1.1

Applicants Information Form

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

ITT No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  |
| --- |
| Applicant’s name |
| In case of Joint Venture (JV), name of each member: |
| Tenderer's actual or intended country of registration:  *[indicate country of Constitution]* |
| Tenderer's actual or intended year of incorporation: |
| Tenderer's legal address [in country of registration]: |
| Tenderer's authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Telephone/Fax numbers: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  E-mail address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5  🞎 In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Tenderer is not under the supervision of the Procuring Entity   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

**Note:**

Not Applicable in this Prequalification Tender Document

## FORM ELI -1.2

Tenderer's JV Information Form  
(to be completed for each member of Tenderer’s JV)

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

ITT No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  |
| --- |
| Tenderer’s JV name: |
| JV member’s name: |
| JV member’s country of registration: |
| JV member’s year of constitution: |
| JV member’s legal address in country of constitution: |
| JV member’s authorized representative information  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Telephone/Fax numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1. Attached are copies of original documents of  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.8.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

## FORM CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ITT No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  |  |  |  |
| --- | --- | --- | --- |
| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria | | | |
| 🞎 Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.  🞎 Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Procuring Entity: *[insert full name]*  Address of Procuring Entity: *[insert street/city/country]*  Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria | | | |
| 🞎 No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. | | | |
| 🞎 Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below. | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Year of dispute** | | **Amount in dispute (currency)** | | **Contract Identification** | **Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)** |
|  | |  | | Contract Identification: \_\_\_\_\_\_\_\_\_  Name of Procuring Entity: \_\_\_\_\_\_\_\_\_\_\_\_  Address of Procuring Entity: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |
|  | |  | | Contract Identification:  Name of Procuring Entity:  Address of Procuring Entity:  Matter in dispute:  Party who initiated the dispute:  Status of dispute: |  |
| Litigation History in accordance with Section III, Evaluation and Qualification Criteria | | | | | |
| 🞎 No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.  🞎 Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below. | | | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | | **Contract Identification** | | **Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | | Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Procuring Entity: *[insert full name]*  Address of Procuring Entity: *[insert street/city/country]*  Matter in dispute: *[indicate main issues in dispute]*  Party who initiated the dispute: *[indicate “Procuring Entity” or “Contractor”]*  Reason(s) for Litigation and award decision *[indicate main reason(s)]* | | *[insert amount]* |

## FORM FIN – 3.1:

Tenderer’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ITT No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**4.4.1 Sources of Finance**

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

|  |  |  |
| --- | --- | --- |
| **No.** | **Source of finance** | **Amount (Kenya Shilling equivalent)** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## FORM EXP - 4.1

General Experience

Tenderer’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ITT No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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

|  |  |  |  |
| --- | --- | --- | --- |
| Starting  Year | Ending  Year | Contract Identification | Role of  Tenderer |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the goods supplied by the  Tenderer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Procuring Entity: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the goods supplied by the  Tenderer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Procuring Entity: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the goods supplied by the  Tenderer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Procuring Entity: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |

## FORM EXP - 4.2(a)

**Specific Experience**

Tenderer’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ITT No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Similar Contract No.** | **Information** | | | | |
| Contract Identification |  | | | | |
| Award date |  | | | | |
| Completion date |  | | | | |
| Role in Contract | Prime Contractor 🞎 | | Member in  JV  🞎 | Management Contractor  🞎 | Sub-contractor 🞎 |
| Total Contract Amount |  | | | **Kenya Shilling** | |
| If member in a JV or sub-contractor, specify participation in total Contract amount |  |  | |  | |
| Procuring Entity's Name: |  | | | | |
| Address:  Telephone/fax number  E-mail: |  | | | | |

## TENDERER’S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

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

### (a) Tenderer's details

|  |  |  |
| --- | --- | --- |
|  | **ITEM** | **DESCRIPTION** |
| 1 | Name of the Procuring Entity |  |
| 2 | Reference Number of the Tender |  |
| 3 | Date and Time of Tender Opening |  |
| 4 | Name of the Tenderer |  |
| 5 | Full Address and Contact Details of the Tenderer. | 1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person. |
| 6 | Current Trade License Registration Number and Expiring date |  |
| 7 | Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency |  |
| 8 | Description of Nature of Business |  |
| 9 | Maximum value of business which the Tenderer handles. |  |
| 10 | State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of  state which stock exchange |  |

## General and Speciﬁc Details

1. **Sole Proprietor,** provide the following details.

Name in full Age Nationality Country of Origin Citizenship

1. **Partnership,** provide the following details.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Names of Partners** | **Nationality** | **Citizenship** | **% Shares owned** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |

1. **Registered Company,** provide the following details.
   1. Private or public Company
   2. State the nominal and issued capital of the Company Nominal Kenya Shillings (Equivalent)................................................................................. Issued Kenya Shillings (Equivalent).....................................................................................
   3. Give details of Directors as follows.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Names of Director** | **Nationality** | **Citizenship** | **% Shares owned** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |

### DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

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

If yes, provide details as follows.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Names of Person** | **Designation in the Procuring Entity** | **Interest or Relationship with Tenderer** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |

### Conﬂict of interest disclosure

|  | **Type of Conflict** | **Disclosure**  **YES OR NO** | **If YES provide details of the relationship with Tenderer** |
| --- | --- | --- | --- |
| 1 | Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer. |  |  |
| 2 | Tenderer receives or has received any direct or indirect subsidy from another tenderer. |  |  |
| 3 | Tenderer has the same legal representative as another tenderer |  |  |
| 4 | Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process. |  |  |
| 5 | Any of the Tenderer’s affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender. |  |  |
| 6 | Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specifiedin this Tender Document. |  |  |
| 7 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract. |  |  |
| 8 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract. |  |  |
| 9 | Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract. |  |  |

### 

**f) Certiﬁcation**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name Title or Designation

*(Signature) (Date)*

## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name Title Date

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

## SELF - DECLARATION FORMS

## FORM SD1

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENTAND ASSET DISPOSALACT 2015.**

I, ……………………………………., of Post Ofﬁce Box …….………………………. being a resident of

………………………………….. in the Republic of ……………………………. do hereby make a statement as follows: -

* 1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Ofﬁcer/Director of

………....……………………………….. *(insert name of the Company)* who is a Bidder in respect of Tender No.

………………….. for ……………………. *(insert tender title/description)* for ……………………. *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

* 1. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
  2. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

…………………………………. ………………………………. ……………………… (Title) (Signature) (Date)

Bidder Ofﬁcial Stamp

## FORM SD2

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

I, ……………………………………. of P. O. Box ……........................…………………. being a resident of

………………………………….. in the Republic of ………………. do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Ofﬁcer/Director of ………......................... *(insert name of the Company)* who is a Bidder in respect of Tender No. …................................………………. for

…………………….. *(insert tender title/description)* for ……………… *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

1. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……………………... *(insert name of the Procuring entity)* which is the procuring entity.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……………………. (name of the procuring entity)
3. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
4. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

………………………………… …………………….....……… ................……………………… (Title) (Signature) (Date)

Bidder's Ofﬁcial Stamp

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory…………………......................................................... Sign…………….....................

Position…………………………………………...................................................………...........................................

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

Email…………………………………………............................................................…....................................

Name of the Firm/Company…………………………….......................................................................................……

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

Witness

Name ………………………………………………………....... Sign................................................... Date……………………………………………………

## APPENDIX 1- FRAUD AND CORRUPTION

*(Appendix 1 shall not be modiﬁed)*

### Purpose

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

### Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conﬂicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior: -

* + - 1. a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conﬂicts of interest in any procurement or asset disposal proceeding;
      2. A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
      3. Without limiting the generality of the subsection (1) and (2), the person shall be: -
         1. disqualiﬁed from entering into a contract for a procurement or asset disposal proceeding; or
         2. if a contract has already been entered into with the person, the contract shall be voidable;
      4. The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
      5. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conﬂict of interest with respect to a procurement: -
         1. shall not take part in the procurement proceedings;
         2. shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
         3. shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
      6. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conﬂict of interest to the procuring entity;
      7. If a person contravenes subsection (1) with respect to a conﬂict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding ofﬁcer. Etc.
    1. In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

1. Deﬁnes broadly, for the purposes of the above provisions, the terms set forth below as follows:
   1. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to inﬂuence improperly the actions of another party;
   2. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain ﬁnancial or other beneﬁt or to avoid an obligation;
   3. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to inﬂuence improperly the actions of another party;
   4. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to inﬂuence improperly the actions of a party;
   5. “obstructive practice” is:
      * deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
      * acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
2. Deﬁnes more speciﬁcally, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to inﬂuence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artiﬁcial non-competitive levels and to deprive the procuring entity of the beneﬁts of free and open competition.

1. Rejects a proposal for award1 of a contract if PPRA determines that the ﬁrm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
2. Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a ﬁrm or individual, as applicable under the Acts and Regulations;
3. Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect2 all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
4. Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

## Appendix to Tender

### Schedule of Currency requirements

Summary of currencies of the registration for *[insert name of Section of the goods]*

|  |  |
| --- | --- |
| ***Name of currency*** | ***Amounts payable*** |
| Local currency: |  |
| Foreign currency #1: |  |
| Foreign currency #2: |  |
| Foreign currency #3: |  |
| Provisional sums expressed in local currency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | [To be entered by the Procuring Entity] |

### PRICE SCHEDULE

# TENDER NO. CGK/RG/005/2022-2023/2023-2024

# SUPPLY AND DELIVERY OF ELECTRICAL APPLIANCES, FITTINGS AND OTHER ELECTRICAL RELATED MATERIALS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **ITEM DESCRIPTION** | **UNIT OF ISSUE** | **UNIT PRICE (KSHS)** | **REMARKS** |
| 1. | (2.5mm 2 Twin/Earth) | rolls |  |  |
| 2. | (Swan neck fittings) | no |  |  |
| 3. | 1.5 mm 2 Twin /Earth | rolls |  |  |
| 4. | 1.5mm2 Twin flat | rolls |  |  |
| 5. | 100a contactors | no |  |  |
| 6. | 100atpn switch | no |  |  |
| 7. | 125w MV chokes | no |  |  |
| 8. | 125w MV lamp 3 pin | no |  |  |
| 9. | 125w MV lanterns | no |  |  |
| 10. | 12A switches | no |  |  |
| 11. | 160a tpn switch | no |  |  |
| 12. | 2 core armored cable 4mm2 | meters |  |  |
| 13. | 2 core armoured cable 6mm2 | “ |  |  |
| 14. | 2 core or 3 core fles wire | rolls |  |  |
| 15. | 2 pin lamp holder | no |  |  |
| 16. | 2.5mm2 PVC twin /earth | rolls |  |  |
| 17. | 2.5mm2 twin flat cable | “ |  |  |
| 18. | 2.5mm2 twin flat cable(blk)(g) | rolls |  |  |
| 19. | Cement | Bag |  |  |
| 20. | 20mm cables gland | no |  |  |
| 21. | 25mm complers | no |  |  |
| 22. | 25w,40w,60w,75w,100w light bulbs | no |  |  |
| 23. | 2mm2 two core armored cable 2.5mm2 | rolls |  |  |
| 24. | 3 pin lamp holder | no |  |  |
| 25. | 30a junction box | no |  |  |
| 26. | 30a strip connectors | dozen |  |  |
| 27. | 32 amp tpn switch | no |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 28. | 40w fluorescent choke | no |  |  |
| 29. | 5 ft earth rod | no |  |  |
| 30. | 6 way (consumer unit) | no |  |  |
| 31. | 6.0mm2 twin W/E | meters |  |  |
| 32. | 60a contactor unit | no |  |  |
| 33. | 60w bulkhead fittings | no |  |  |
| 34. | 60w swanneck fitting | no |  |  |
| 35. | 63amp tpn switch | no |  |  |
| 36. | 65w florescent chokes | no |  |  |
| 37. | 8” cooker coil | no |  |  |
| 38. | 80a micro gap switches | no |  |  |
| 39. | Assorted mcb’s | no |  |  |
| 40. | Assorted wiring clips | pkts |  |  |
| 41. | B c lamp holder4 | no |  |  |
| 42. | Ba screws | no |  |  |
| 43. | Ball heads fittings | no |  |  |
| 44. | Batter lamp holders | no |  |  |
| 45. | Nikkon fitting 400W | no |  |  |
| 46. | Nikkon Choke 400W | no |  |  |
| 47. | Black covers | no |  |  |
| 48. | Ceiling rose | no |  |  |
| 49. | Ceiling rose | no |  |  |
| 50. | CG Lamp holders | no |  |  |
| 51. | Cooker clips | no |  |  |
| 52. | Cooker coil gas filling |  |  |  |
| 53. | Cooker control unit | no |  |  |
| 54. | Cooker wire/asbestos | roll |  |  |
| 55. | Earth clips | pcs |  |  |
| 56. | Filament bulbs | cartons |  |  |
| 57. | Flash 125w beta 79 fitting | no |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 58. | Flash switches 1 gang | no |  |  |
| 59. | Flash switches 2 gang | no |  |  |
| 60. | Flash switches 3 gang | no |  |  |
| 61. | Fluorescent tubes | cartons |  |  |
| 62. | Gas filling |  |  |  |
| 63. | Heater element |  |  |  |
| 64. | Insulation tape | cartons |  |  |
| 65. | Intermediate switch | no |  |  |
| 66. | plug 13a top | no |  |  |
| 67. | Patres boxes | no |  |  |
| 68. | Photocell | no |  |  |
| 69. | PVC Connection |  |  |  |
| 70. | Saddles 25m |  |  |  |
| 71. | Sodium chokes | no |  |  |
| 72. | Sodium ignitors | “ |  |  |
| 73. | Sodium lamp 150 watt 100 watts | no |  |  |
| 74. | Sodium lamp fitting 150 w Philips | no |  |  |
| 75. | Sodium polycin lamp hold(big size screw type) | “ |  |  |
| 76. | Splitter switch 1x30a | no |  |  |
| 77. | Splitter switch 2x30a | no |  |  |
| 78. | Sterilizer element | pcs |  |  |
| 79. | Summer switch | no |  |  |
| 80. | 5 way consumer unit | no |  |  |
| 81. | Switch boxes | pcs |  |  |
| 82. | Tack nails | packets |  |  |
| 83. | Time switches | no |  |  |
| 84. | Torch | no |  |  |
| 85. | Two gang 1 way switch | no |  |  |
| 86. | Water heater switch | no |  |  |
| 87. | Wood screw pkt 11/2” 1” 2” | packets |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 88. | HPS Bulbs 400W | No. |  |  |
| 89. | 6 x 4 x 3 pole 13M | Metres |  |  |
| 90. | 4 x 3 pole 13M | Metres |  |  |
| 91. | 1.5 mm2 single core pvc cable red/  black/green | Roll |  |  |
| 92. | 2.5 mm2 single core pvc cable red/  black/green | Roll |  |  |
| 93. | 1.5 mm2 pvc insulated cable (twin with  E.C.C.) thin | Roll |  |  |
| 94. | 2.5 mm2 pvc insulated cable (twin with  E.C.C.) | Roll |  |  |
| 95. | 0.75mm2 core flexible core pvc insulated  and sheath | Roll |  |  |
| 96. | 2.5mm2 asbestos cable | Roll |  |  |
| 97. | E.C. cord rip lamp holder white ceramic | No |  |  |
| 98. | B.C straight battery lamp holder white ceramic | No |  |  |
| 99. | B.C angle battery lamp holder white  ceramic | No |  |  |
| 100. | 5A 1 way 1 gang (ivory switch) | No |  |  |
| 101. | 5A 2 way 2 gang (ivory switch) | No |  |  |
| 102. | 5A 1 way 2 gang switch ivory | No |  |  |
| 103. | 5A 2 way 3 gang switch ivory | No |  |  |
| 104. | 5A intermediate switch (ivory) | No |  |  |
| 105. | 5A cord operated ceiling switch (ivory) | No |  |  |
| 106. | 5A 1 way 1 gang switch (metal clad) | No |  |  |
| 107. | 5A 1 way 2 gang switch (metal clad) | No |  |  |
| 108. | 5A 2 way 2 gang switch (metal clad) | No |  |  |
| 109. | 5A 2 way 1 gang switch (metal clad) | No |  |  |
| 110. | 5A intermediate switch (metal clad) | No |  |  |
| 111. | 13A flush twin socket outlet (ivory) UK | No |  |  |
| 112. | 13A flush single socket outlet (ivory) UK | No |  |  |
| 113. | 13A flush socket outlet (metal clad) | No |  |  |
| 114. | 13A surface outlet ivory | No |  |  |
| 115. | 5 ft fluorescent fittings (Philips) | No |  |  |
| 116. | 4 ft fluorescent fittings (Philips) | No |  |  |
| 117. | 2 ft fluorescent fittings (Philips) | No |  |  |
| 118. | 2 ft fluorescent tube (Philips) | No |  |  |
| 119. | 4 ft fluorescent tube | No |  |  |
| 120. | 5ft fluorescent tube | No |  |  |
| 121. | 1.5 mm2 single core pvc cable red/ black/green as East African | Roll |  |  |
| 122. | 2.5 mm2 single core pvc cable red/  black/green as East African | Roll |  |  |
| 123. | 1.5 mm2 pvc insulated cable (twin with  E.C.C.) thin as East African | Roll |  |  |
| 124. | 2.5 mm2 pvc insulated cable (twin with E.C.C.) as East African | Roll |  |  |
| 125. | 0.75mm2 core flexible core pvc insulated  and sheath as East African | Roll |  |  |
| 126. | 2.5mm2 asbestos cable as East African | Roll |  |  |
| 127. | E.C. cord rip lamp holder white ceramic (MK) | No |  |  |
| 128. | B.C straight battery lamp holder white  ceramic | No |  |  |
| 129. | B.C angle battery lamp holder white  ceramic | No |  |  |
| 130. | 5A 1 way 1 gang (ivory switch)- (MK) | No |  |  |
| 131. | 5A 2 way 2 gang (ivory switch) - (MK) | No |  |  |
| 132. | 5A 1 way 2 gang switch ivory- (MK) | No |  |  |
| 133. | 5A 2 way 3 gang switch ivory- (MK) | No |  |  |
| 134. | 5A intermediate switch (ivory) - (MK) | No |  |  |
| 135. | 5A cord operated ceiling switch (ivory) - (MK) | No |  |  |
| 136. | 5A 1 way 1 gang switch (metal clad) -  (MK) | No |  |  |
| 137. | 5A 1 way 2 gang switch (metal clad) -  (MK) | No |  |  |
| 138. | 5A 2 way 2 gang switch (metal clad) - (MK) | No |  |  |
| 139. | 5A 2 way 1 gang switch (metal clad) -  (MK) | No |  |  |
| 140. | 5A intermediate switch (metal clad) -  (MK) | No |  |  |
| 141. | 13A flush twin socket outlet (ivory) UK | No |  |  |
| 142. | 13A flush single socket outlet (ivory) UK | No |  |  |
| 143. | 13A flush socket outlet (metal clad) -  (MK) | No |  |  |
| 144. | 13A surface outlet ivory- (MK) | No |  |  |
| 145. | 5 ft fluorescent fittings (Thorn) | No |  |  |
| 146. | 4 ft fluorescent fittings (Thorn) | No |  |  |
| 147. | 2 ft fluorescent fittings (Thorn) | No |  |  |
| 148. | 2 ft fluorescent tube (Philips) | No |  |  |
| 149. | 4 ft fluorescent tube(Philips) | No |  |  |
| 150. | 5ft fluorescent tube(Philips) | No |  |  |
| 151. | Fluorescent starter(Thorn) | No |  |  |
| 152. | Choke 20 -80 W (Thorn) | No |  |  |
| 153. | Fluorescent lamp holder(Thorn) | No |  |  |
| 154. | 60w Opal bow fittings bulk fittings(Thorn) | No |  |  |
| 155. | 60w Spherical fittings (Thorn) | No |  |  |
| 156. | 100w Spherical fittings (Thorn) | No |  |  |
| 157. | Well glass fittings c/w switch neck  (Thorn) | No |  |  |
| 158. | Floodlight fittings (500W) (Thorn) | No |  |  |
| 159. | 4 way consumers control (crabtree/  MEM) | No |  |  |
| 160. | 6 way consumers control switches as  Crabtree | No |  |  |
| 161. | Bulk head fitting (metal clad) | No |  |  |
| 162. | 9 way consumer control as Crabtree/  MEM | No |  |  |
| 163. | 12 way consumer control unit as  Crabtree/ MEM | No |  |  |
| 164. | Miniature circuit breakers 5A-30A  (crabtree (CBS) | No |  |  |
| 165. | Miniature circuit breakers 60A crabtree  single pole | No |  |  |
| 166. | Blanking cover | No |  |  |
| 167. | DP switch fuse 60/80A MEM | No |  |  |
| 168. | 2 way splitter switch (30A) MEM | No |  |  |
| 169. | Lucy cut out 60/80A MEM | No |  |  |
| 170. | 10A cartridge fuse MEM | No |  |  |
| 171. | 80A cartridge fuse MEM | No |  |  |
| 172. | 60A cartridge fuse MEM | No |  |  |
| 173. | 6A fuse element | No |  |  |
| 174. | Tack nails ½ , ¼ | No |  |  |
| 175. | Cable clips buckle type 1 ½ “ – 2 ½ “ | No |  |  |
| 176. | Double socket outlet box (metal) as MK | No |  |  |
| 177. | Double socket outlet box (ivory) as MK | No |  |  |
| 178. | Single socket outlet box (ivory) as MK | No |  |  |
| 179. | Single socket outlet box (metal) as MK | No |  |  |
| 180. | Switch pattress ivory as MK | No |  |  |
| 181. | Cable loop in box galvanized gauge 16 | No |  |  |
| 182. | Adaptor box (6 x 6 x 2) gauge 16 | No |  |  |
| 183. | Electrical bulbs x 240 volts (Philips) | No |  |  |
| 184. | Electrical bulbs x 12 volts (Solar - Philips) | No |  |  |
| 185. | 13A top plug as MK | No |  |  |
| 186. | Energy saver x 240 volts (AC) as Philips | No |  |  |
| 187. | Energy saver x 12 volts (DC) as Philips | No |  |  |
| 188. | Fluorescent starter socket as Philips | No |  |  |
| 189. | 20mm diameter PVC conduit (HG) | No |  |  |
| 190. | 20mm diameter PVC conduit (LG) | No |  |  |
| 191. | 32mm ø PVC conduit (HG) | No |  |  |
| 192. | 25mm ø PVC conduit (HG) | No |  |  |
| 193. | 25mm ø through PVC socket | No |  |  |
| 194. | 25mm ø recess switch PVC | No |  |  |
| 195. | 25mm ø cooker control unit | No |  |  |
| 196. | 25mm ø PVC glass (nails) | No |  |  |
| 197. | 20mm terminal box | No |  |  |
| 198. | PVC ega weld glue as TAGIT | Tube |  |  |
| 199. | Fluorescent tube 4 ft as Thorn | No |  |  |
| 200. | 60A -100A cartridge as MEM | No |  |  |
| 201. | 4.0mm2 single core PVC cable red / black  / green as East African | Roll |  |  |
| 202. | 6mm2 single core PVC cable red / black /  green | Roll |  |  |
| 203. | 4.0mm2 PVC insulated cable (twin with  earth) | Roll |  |  |
| 204. | 6.0mm2 PVC insulated cable (twin with  earth) | Roll |  |  |
| 205. | 0.75mm2 flexible cords (twin flat) | Roll |  |  |
| 206. | 2.5mm2 water heater cable PVC | Roll |  |  |
| 207. | 1.5mm2 asbestos cable | Roll |  |  |
| 208. | 240V electric bell | No |  |  |
| 209. | 240V bell switch | No |  |  |
| 210. | 20mm ø galvanized steel conduit | No |  |  |
| 211. | 32mm ø galvanized steel conduit | No |  |  |
| 212. | 4 way galvanized steel inspection box  (20mm) | No |  |  |
| 213. | 20 mm space bar saddle PVC | No |  |  |
| 214. | Self-tapping screws ½ “ -1” | Packet |  |  |
| 215. | 5ft copper earth electrode & clamp | No |  |  |
| 216. | 25 mm diameter galvanized steel conduit | Length |  |  |
| 217. | 6 way extension socket ( England) | No |  |  |
| 218. | 5 way extension socket ( England) | No |  |  |
| 219. | 4 way extension socket ( England) | No |  |  |
| 220. | 3 way extension socket ( England) | No |  |  |
| 221. | Multi plug | No |  |  |
| 222. | Ac – Dc adaptor 10A | No |  |  |
| 223. | Combination Pliers (England) | No |  |  |
| 224. | Side Cutting Pliers (England) | No |  |  |
| 225. | Long Nose Pliers (England) | No |  |  |
| 226. | Electrician Knife (England) | No |  |  |
| 227. | Phase Testers (England) | No |  |  |
| 228. | Hammers Ball Pen | No |  |  |
| 229. | Knock Out Punch Set | No |  |  |
| 230. | Measuring Tape 100ft | No |  |  |
| 231. | Micrometer Screwguage (England) | No |  |  |
| 232. | Pipe Stocks And Die (20mm) | No |  |  |
| 233. | Pipe Stocks And Die (25mm) | No |  |  |
| 234. | Pipe Stocks And Die (32mm) | No |  |  |
| 235. | Pipe Wrench (England) | No |  |  |
| 236. | Pipe Bending Spring Pvc (20mm) | No |  |  |
| 237. | Pipe Bending Spring Pvc (25mm) | No |  |  |
| 238. | Pipe Bending Spring Pvc (32mm) | No |  |  |
| 239. | Conduit Pvc | No |  |  |
| 240. | Allan Screws Set (England) | No |  |  |
| 241. | Brandawl | No |  |  |
| 242. | Climlet | No |  |  |
| 243. | Bending Machine | No |  |  |
| 244. | Bench Vice | No |  |  |
| 245. | Pipe Vices | No |  |  |
| 246. | Hand Drill | No |  |  |
| 247. | Row-Plug | No |  |  |
| 248. | Power Supply Unit | No |  |  |
| 249. | Ac/Dc/(0-240v) | No |  |  |
| 250. | Bell Indicator Boards | No |  |  |
| 251. | Blow lamp | No |  |  |
| 252. | Soldering Iron | No |  |  |
| 253. | Solder Pot | No |  |  |
| 254. | Hack Saw | No |  |  |
| 255. | Spirit Level | No |  |  |
| 256. | Scribers | No |  |  |
| 257. | 220/240V (50Hz) 63A Contactor as Telemechanic | No |  |  |
| 258. | 400W Sodium bulbs as NIKKON | No |  |  |
| 259. | 400W Mercury bulbs as NIKKON | No |  |  |
| 260. | 500W Halogen bulbs as NIKKON | No |  |  |
| 261. | 20A Photocell as Thorn | No |  |  |
| 262. | 220/240V (50Hz) 20A Timer as ORBIT | No |  |  |
| 263. | Electrical Insulation Tape as GLOBE | No. |  |  |
| 264. | 2.5mm2 3-core flexible cable as East African | M |  |  |
| 265. | 4.0mm2 3-core flexible cable as East African | M |  |  |
| 266. | 4.0mm2 4-core flexible cable as East African | M |  |  |
| 267. | 2.5mm2 twin/Earth | rolls |  |  |

**Note: Kindly attach catalogues and brochures where necessary.**