# COUNTY GOVERNMENT OF BARINGO

**TENDER NAME: SUPPLY OF MOTOR VEHICLE, MOTOR CYCLE AND PLANTS EQUIPMENT SPAREPARTS.**

**TENDER NO. CGB/TNR/2679781/2026-2027**

**ISSUED BY:**
**COUNTY GOVERNMENT OF BARINGO,**
**P.O. BOX 53 – 30400,**
**KABARNET – KENYA.**

**CLOSING DATE: 23RD NOVEMBER, 2026.**

**TIME INDICATED IN IFMIS**

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**INVITATIONTOTENDER**
**PROCURING ENTITY: COUNTY GOVERNMENT OF BARINGO,**

**P.O BOX 53-30400 KABARNET**.

**CONTRACT NAME AND DESCRIPTION:**

Supply of Motor Vehicle, Motor Cycle and Plants Equipment Spare Parts.

1. Tenderingwillbeconductedunderopencompetitivemethod(National)usingastandardizedtenderdocument.Tenderingisopentoallqualifiedandinterested Tenderers.

2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during officehours (8.00 AM - 5.00 PM at the address given below. Supply Chain Management office located at the AFC BUILDING during normal working hours or visit our website at www.baringo.go.ke

3. Tender documents may be obtained electronically from the Websitewww.baringo.go.keTenderdocumentsobtainedelectronicallywillbefreeofcharge.

4. Tenderdocumentsmaybeviewedanddownloadedforfreefromthewebsitewww.baringo.go.keTendererswhodownloadthetenderdocumentmustforwardtheirparticularsimmediatelytoBaringo County Government box 53 - 30400, Kabarnetto facilitate any further clarification or addendum.

5. TheTendershallchronologicallyserializeallpagesofthetenderdocumentssubmitted.

6. Completed tenders must be delivered to tender box situated at County Treasury Public Works Building , along Kabarnet – Iten Road, Kabarnet

7. Tenderswillbeopenedimmediatelyafterthedeadlinedateandtimespecifiedaboveoranydeadlinedateandtimespecifiedlater.Tenderswillbepubliclyopenedinthepresenceofthe Tenderers'designatedrepresentativeswhochoosetoattendattheaddressbelow.

8. Late tenders will be rejected.

9. The addresses referred to above are:

**Address for obtaining further in formation and for purchasing tender documents**

1) Name of Procuring Entity: County Government of Baringo

2) Postal Address box 53-30400 Kabarnet

Address for Submission of Tenders.

3) Director, Supply Chain Management

Baringo County Government,

P.O Box 53-30400,

Kabarnet

**B. PHYSICAL ADRESS: Supply Chain Management office located at the Public Works Building, Kabarnet, along Kabarnet – Iten Road, during normal working hours or visit our website at www.baringo.go.ke**

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

1) Opening of tenders shall be done on the same date of closing 23rd November, 2026 at PUBLIC WORKS Building Kabarnet

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***[Authorized Official (name, designation, Signature and date)]***

Name
(*Official of the Procuring Entity issuing the invitation)*

Designation

Signature

Date

# PART1-TENDERINGPROCEDURES

## SECTIONI:INSTRUCTIONSTOTENDERERS

### A General Provisions

### 1. Scope of Tender

1.1 TheProcuringEntityasdefinedintheTDSinvitestendersforsupplyofgoodsand,ifapplicable,anyRelatedServicesincidentalthereto,asspecifiedinSectionV,SupplyRequirements.Thename,identification,andnumberoflots(contracts)ofthisTenderDocumentarespecifiedintheTDS.

1.2 Throughout this tendering document:

a) theterm"inwriting"meanscommunicatedinwrittenform(e.g.bymail,e-mail,fax,includingifspecifiedintheTDS,distributedorreceivedthroughtheelectronic-procurementsystemusedbytheProcuringEntity)withproofofreceipt;

b) ifthecontextsorequires,"singular"means"plural"andviceversa;

c) "Day"meanscalendarday,unlessotherwisespecifiedas"BusinessDay".ABusinessDayisanydaythatisanofficialworkingdayoftheProcuringEntity.Itexcludesofficialpublicholidays.

### 2. Fraud and Corruption

2.1 TheProcuringEntityrequirescompliancewiththeprovisionsofthePublicProcurementandAssetDisposalAct,2015,Section62"Declarationnottoengageincorruption".Thetendersubmittedbyapersonshallincludeadeclarationthatthepersonshallnotengageinanycorruptorfraudulentpracticeandadeclarationthatthepersonorhisorhersub-contractorsarenotdebarredfromparticipatinginpublicprocurementproceedings.

2.2 TheProcuringEntityrequirescompliancewiththeprovisionsoftheCompetitionAct2010,regardingcollusivepracticesincontracting.Anytendererfoundtohaveengagedincollusiveconductshallbedisqualifiedandcriminaland/orcivilsanctionsmaybeimposed.Tothiseffect,Tendersshallberequiredtocompleteandsignthe"CertificateofIndependentTenderDetermination"annexedtotheFormofTender.

2.3 UnfairCompetitiveAdvantage-Fairnessandtransparencyinthetenderprocessrequirethatthefirmsortheir Affiliatescompetingforaspecificassignment donotderiveacompetitiveadvantagefromhavingprovidedconsultingservicesrelatedtothistender.Tothatend,theProcuringEntityshallindicateinthe**DataSheet**andmakeavailabletoallthefirmstogetherwiththistenderdocumentallinformationthatwouldinthatrespectgivesuchfirmanyunfaircompetitiveadvantageovercompetingfirms.

### 3. Eligible Tenderers

3.1 ATenderermaybeafirmthatisaprivateentity,anindividual,astate-ownedenterpriseorinstitutionsubjecttoITT3.7,oranycombinationofsuchentitiesintheformofajointventure(JV)underanexistingagreementorwiththeintenttoenterintosuchanagreementsupportedbyaletterofintent.Publicemployeesandtheircloserelatives*(spouses,children,brothers,sistersandunclesandaunts)*arenoteligibletoparticipateinthetender.

Inthecaseofajointventure,allmembersshallbejointlyandseverallyliablefortheexecutionoftheentireContractinaccordancewiththeContractterms.TheJVshallnominateaRepresentativewhoshallhavetheauthoritytoconductallbusinessforandonbehalfofanyandallthemembersoftheJVduringtheTenderingprocessand,intheeventtheJVisawardedtheContract,duringcontractexecution.ThemaximumnumberofJVmembersshallbespecifiedinthe**TDS.**

3.2 PublicOfficersoftheProcuringEntity,theirSpouses,Child,Parent,BrothersorSister.Child,Parent,BrotherorSisterofaSpousetheirbusinessassociatesoragentsandfirms/organizationsinwhichtheyhaveasubstantialorcontrollinginterestshallnotbeeligibletotenderorbeawardedacontract.PublicOfficersarealsonotallowedtoparticipateinanyprocurementproceedings.

3.3 ATendershallnothaveaconflictofinterest.AnyTendererfoundtohaveaconflictofinterestshallbedisqualified.ATenderermaybeconsideredtohaveaconflictofinterestforthepurposeofthisTenderingprocess,iftheTenderer:

a) directlyorindirectlycontrols,iscontrolledbyorisundercommoncontrolwithanotherTenderer;or

b) receivesorhasreceivedanydirectorindirectsubsidyfromanotherTenderer;or

c) hasthesame-representativeorownershipasanotherTenderer;or

d) hasarelationshipwithanotherTenderer,directlyorthroughcommonthirdparties,thatputsitinapositiontoinfluencetheTenderofanotherTenderer,orinfluencethedecisionsoftheProcuringEntityregardingthisTenderingprocess;or

e) oranyofitsaffiliatesparticipatedasaconsultantinthepreparationofthedesignortechnicalspecificationsofthegoodsthatarethesubjectoftheTender;or

f) oranyofitsaffiliateshasbeenhired(orisproposedtobehired)bytheProcuringEntityorProcuringEntityfortheContractimplementation;or

g) wouldbeprovidinggoods,works,ornon-consultingservicesresultingfromordirectlyrelatedtoconsultingservicesforthepreparationorimplementationoftheprojectspecifiedintheTDSITT1.1thatitprovidedorwereprovidedbyanyaffiliatethatdirectlyorindirectlycontrols,iscontrolledby,orisundercommoncontrolwiththatfirm;orhasaclosebusinessorfamilyrelationshipwithaprofessionalstaffoftheProcuringEntity(oroftheprojectimplementingagency,who:(i)aredirectlyorindirectlyinvolvedinthepreparationofthetenderingdocumentorspecificationsoftheContract,and/ortheTenderevaluationprocessofsuchContract;or(ii)wouldbeinvolvedintheimplementationorsupervisionofsuchContractunlesstheconflictstemmingfromsuchrelationshiphasbeenresolvedinamanneracceptabletotheProcuringEntity throughouttheTenderingprocessandexecutionoftheContract.

3.4 Atenderershallnotbeinvolvedincorrupt,coercive,obstructive,collusiveorfraudulentpractice.Atendererthatisproventohavebeeninvolvedinanyofthesepracticesshallbeautomaticallydisqualified.

3.5 AfirmthatisaTenderer(eitherindividuallyorasaJVmember)shallnotsubmitmorethanoneTender,exceptforpermittedalternativeTenders.Thisincludesparticipationasasubcontractor.Suchparticipationshallresultinthedisqualificationofall Tendersinwhichthefirmisinvolved.AfirmthatisnotaTendereroraJVmember,mayparticipateasasubcontractorinmorethanoneTender.Membersofajointventuremaynotalsomakeanindividualtender,beasubcontractorinaseparatetenderorbepartofanotherjointventureforthepurposesofthesameTender.

3.6 ATenderermayhavethenationalityofanycountry,subjecttotherestrictionspursuanttoITT3.9.ATendershallbeemedtohavethenationalityofacountryiftheTendererisconstituted,incorporatedorregisteredinandoperatesinconformitywiththeprovisionsofthelawsofthatcountry,asevidencedbyitsarticlesofincorporation(orequivalentdocumentsofconstitutionorassociation)anditsregistrationdocuments,asthecasemaybe.ThiscriterionalsoshallapplytothedeterminationofthenationalityofproposedsubcontractorsorsubconsultantsforanypartoftheContractincludingrelatedServices.

3.7 ATendererthathasbeendebarredbythePPRAfromparticipatinginpublicprocurementshallbeineligibletotenderorbeawardedacontract.Thelistofdebarredfirmsandindividualsisavailablefromthe PPRA's website www.ppra.go.ke

3.8 Tendersthatarestate-ownedenterprisesorinstitutionsmaybeeligibletocompeteandbeawardedaContract(s)onlyiftheyare(i)alegalpublicentityofthestateGovernmentand/orpublicadministration,(ii)financiallyautonomousandnotreceivinganysignificantsubsidiesorbudgetsupportfromanypublicentityorGovernment,and(iii)operatingundercommerciallawandvestedwithlegalrightsandliabilitiessimilartoanycommercialenterprisetoenableitcompetewithfirmsintheprivate sectoronanequalbasis.Publicemployeesandtheircloserelativesarenoteligibletoparticipateinthetender.

3.9 Tendersmaybeineligibleiftheircountriesoforigin(a)asamatteroflaworofficialregulations,Kenyaprohibitscommercialrelationswiththatcountry,or(b)byanactofcompliancewithadecisionoftheUnitedNationsSecurityCouncil takenunderChapterVIIoftheCharteroftheUnitedNations,Kenyaprohibitsanyimportofgoodsorcontractingforsupplyofgoodsorservicesfromthatcountry,oranypaymentstoanycountry,person,orentityinthatcountry.Atenderershallprovidesuchdocumentaryevidenceofeligibilitysatisfactorytothe ProcuringEntity,astheProcuringEntityshall reasonablyrequest.

3.10 Tenderersshallprovidethequalificationinformationstatementthatthetenderer(includingallmembersofajointventureandsubcontractors)isnotassociated,orhavebeenassociatedinthepast,directlyorindirectly,withafirmoranyofitsaffiliateswhichhavebeenengagedbytheProcuringentitytoprovideconsultingservicesforthepreparationofthedesign,specifications,andotherdocumentstobeusedfortheprocurementofthegoodsunderthisInvitationfortenders.

**3.11** Wherethelawrequirestendererstoberegisteredwithcertainauthoritiesin Kenya,suchregistrationrequirementsshallbedefinedinthe**TDS**

3.12 TheCompetitionActofKenyarequiresthatfirmswishingtotenderasJointVentureundertakingswhichmayprevent, distortorlessencompetitioninprovisionofservicesareprohibitedunlesstheyareexemptinaccordancewiththeprovisionsofSection25oftheCompetitionAct,2010.JVswillberequiredtoseekforexemptionfromtheCompetitionAuthority.Exemptionshallnotbeaconditionfortender,butitshallbeaconditionofcontractawardandsignature.AJVtende

rershallbegivenopportunitytoseeksuchexemptionasaconditionofawardandsignatureofcontract.Applicationforexemptionfromthe CompetitionAuthorityofKenyamaybeaccessedfromthewebsitewww.cak.go.ke.

3.13 AKenyantenderershallprovideevidenceofhavingfulfilledhis/hertaxobligationsbyproducingacurrenttaxclearancecertificateortaxexemptioncertificateissuedbytheKenyaRevenueAuthority.

## 4. Eligible Goods and Related Services

4.1 AlltheGoodsandRelatedServicestobesuppliedunderthe Contractshallhavetheiroriginineanycountrythatiseligibleinaccordancewith ITT3.9.

4.2 ForpurposesofthisITT,theterm"goods"includescommodities,rawmaterial,machinery,equipment,andindustrialplants;and"relatedservices"includeservicessuchasinsurance,installation,training,andinitialmaintenance.

4.3 Theterm"origin"meansthecountrywherethegoodshavebeenmined,grown,cultivated,produced,manufacturedorprocessed;or,throughmanufacture,processing,orassembly,anothercommerciallyrecognizedarticleresultsthatdifferssubstantiallyinitsbasiccharacteristicsfromitscomponents.

4.4 Aprocuringentityshallensurethattheitemslistedbelowshallbesourcedfrom Kenyaandthereshallbenosubstitutionsfromforeignsources.Theaffecteditemsare:

a) motorvehicles,plantandequipmentwhichareassembledinKenya;
b) furniture,textile,foodstuffs,oilandgas,informationcommunicationtechnology,steel,cement,leather,agro-processedproducts,sanitaryproducts,andothergoodsmadeinKenya;or
c) goodsmanufactured,mined,extractedorgrowninKenya.

4.5 Anygoods,worksandproductionprocesseswithcharacteristicsthathavebeendeclaredbytherelevantnationalenvironmentalprotectionagencyorbyothercompetentauthorityasharmfultohumanbeingsandtotheenvironmentshallnotbeeligibleforprocurement.

## 5. Sections of Tendering Document

5.1 ThetenderingdocumentconsistofParts1,2,and3,whichincludeallthesectionsindicatedbelow,andshouldbereadinconjunctionwithanyAddendaissuedinaccordancewithITT8.

**PART: Tendering Procedures**

i) SectionI-InstructionstoTenderers(ITT)
ii) SectionII-TenderingDataSheet(TDS)
iii) SectionIII-EvaluationandQualificationCriteria
iv) SectionIV-TenderingForms

**PART2: Supply Requirements**

v) Section V – Schedule of Requirements

**PART3Contract**

vi) SectionVI-GeneralConditionsofContract(GCC)

vii) SectionVII-SpecialConditionsofContract(SCC)

viii) SectionVIII-ContractForms

5.2 ThenoticeofInvitationtoTenderorthenoticetotheprequalifiedTenderersissuedbytheProcuringEntityisnotpartofthetenderingdocument.

5.3 UnlessobtaineddirectlyfromtheProcuringEntity,theProcuringEntityisnotresponsibleforthecompletenessofthedocument,responsestorequestsforclarification,theminutesofthepre-tendermeeting(ifany),oraddendatothetenderingdocumentinaccordancewithITT7.

5.4 TheTendererisexpectedtoexamineallinstructions,forms,terms,andspecificationsinthetenderingdocumentandtofurnishwithitsTenderallinformationordocumentationasisrequiredbythetenderingdocument.

## 6. ClarificationofTenderingDocument

6.1 ATendererrequiringanyclarificationoftheTenderDocumentshallcontacttheProcuringEntityinwritingattheProcuringEntity'saddressspecifiedinthe**TDS**orraiseitsenquiriesduringthepre-

Tendermeetingifprovidedforinaccordancewith 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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. Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

## 7. Amendment of Tendering Document

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

7.2 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.

7.3 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

## 8. Cost of Tendering

8.1 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.

## 9. Language of Tender

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

## 10. Documents Comprising the Tender

10.1 The Tender shall comprise the following:

a) Form of Tender prepared in accordance with ITT 11;

b) Price Schedules: completed in accordance with ITT 11 and ITT 13;

c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;

d) Alternative Tender: if permissible, in accordance with ITT 12;

e) Authorization:writtenconfirmationauthorizingthesignatoryoftheTendertocommittheTenderer,inaccordancewithITT19.3;

f) Qualifications:documentaryevidenceinaccordancewithITT16.2establishingtheTendererqualificationstoperformtheContractifitsTenderisaccepted;

g) TendererEligibility:documentaryevidenceinaccordancewithITT16.1establishingtheTenderereligibilitytotender;

h) EligibilityofGoodsandRelatedServices:documentaryevidenceinaccordancewithITT15,establishingtheeligibilityoftheGoodsandRelatedServicestobesuppliedbytheTenderer;

i) Conformity:documentaryevidenceinaccordancewithITT15.2thattheGoodsandRelatedServicesconformtothetenderdocument;and

j) anyotherdocumentrequiredintheTDS.

10.2 InadditiontotherequirementsunderITT10.1,TenderssubmittedbyaJVshallincludeacopyoftheJointVentureAgreemententeredintobyallmembers.Alternatively,aletterofintenttoexecuteaJointVentureAgreementintheeventofasuccessfulTendershallbesignedbyallmembersandsubmittedwiththeTender,togetherwithacopyoftheproposedAgreement.

10.3 TheTendershallfurnishintheFormofTenderinformationoncommissionsgratuities,andfees,ifany,paidortobepaidtoagentsoranyotherpartyrelatingtothisTender.

## 11. FormofTenderandPriceSchedules

11.1 TheFormofTenderandPriceSchedulesshallbepreparedusingtherelevantformsfurnishedinSectionIV,TenderingForms.Theformsmustbecompletedwithoutanyalterationstothetext.Allblankspacesshallbefilledinwiththeinformationrequested.TheTendershallchronologicallyserialisepagesofalltenderdocumentssubmitted.

## 12. AlternativeTenders

12.1 Unlessotherwisespecified**intheTDS,**alternativeTendersshallnotbeconsidered.

## 13. Tender Prices and discounts

13.1 ThepricesquotedbytheTendererintheFormofTenderandinthePrice,Schedulesshallconformtotherequirementsspecifiedbelow.

13.2 Alllots(contracts)anditemsmustbelistedandpricedseparatelyinthePriceSchedules.

13.3 ThepricetobequotedintheFormofTenderinaccordancewithITT10.1shallbethetotalpriceoftheTender,includinganydiscountsoffered.

13.4 TheTendershallquoteanydiscountsandindicatethemethodologyfortheirapplicationintheformoftender.Conditionaldiscountswillberejected.

13.5 PricesquotedbytheTendershallbefixedduringtheperformanceoftheContractandnotsubjecttovariationonanyaccount,unlessotherwisespecified**intheTDS.**ATendersubmittedwithanadjustablepricequotationshallbetreatedasnon-responsiveandshallberejected,pursuanttoITT28.However,ifinaccordancewith**theTDS**,pricesquotedbytheTendershallbesubjecttoadjustmentduringtheperformanceoftheContract,aTendersubmittedwithafixedpricequotationshallnotberejected,butthepriceadjustmentshallbetreatedaszero.

13.6 IfspecifiedinITT1.1,Tendersarebeinginvitedforindividuallots(contracts)orforanycombinationoflots(packages).Unlessotherwisespecified**intheTDS,**pricesquotedshallcorrespondto100%oftheitemsspecifiedforeachlotandto100%ofthequantitiesspecifiedforeachitemofalot.Tendererswishingtoofferdiscountsfortheawardofmorethanone Contractshallspecifyintheir Tenderthepricereductionsapplicabletoeachpackage,oralternatively,toindividual Contractswithinthepackage.Discountsshallbesubmittedinaccordancewith ITT13.4providedtheTendersforalllots(contracts)areopenedatthesametime.

13.7 ThetermsEXW,CIP,CIF,DDPandothersimilartermsshallbegovernedbytherulesprescribedinthecurrenteditionofIncoterms,publishedbytheInternationalChamberofCommerce.

13.8 PricesshallbequotedasspecifiedineachPriceScheduleincludedinSectionIV,TenderingForms.Thedisaggregation

ofpricecomponentsisrequiredsolelyforthepurposeoffacilitatingthecomparisonofTendersbytheProcuringEntity. Thisshallnotinanywaylimittheprocuringentity'srighttocontractonanyofthetermsoffered.Inquotingprices,theTenderershallbefreetousetransportationthroughcarriersregisteredinanyeligiblecountry.Similarly,theTenderermayobtaininsuranceservicesfromanyeligiblecountryinaccordancewithITT3.6,EligibleTenders.Pricesshallbeenteredinthefollowingmanner:

a) ForGoodsmanufacturedinKenya:

I) thepriceoftheGoodsquotedEXW(ex-works,ex-factory,exwarehouse,exshowroom,oroff-the-shelf,asapplicable)finaldestinationpointindicatedinthe**TDS**,includingallcustomsdutiesandsalesandothertaxesalreadypaidorpayableonthecomponentsandrawmaterialusedinthemanufactureorassemblyoftheGoods;

ii) anysalestaxandothertaxeswhichwillbepayableinKenyaontheGoodsiftheContractisawardedtotheTenderer;and

**iii)** thepriceforinlandtransportation,insurance,andotherlocalservicesrequiredtoconveytheGoodstotheirfinaldestinationspecified**intheTDS.**

b) For Goods manufactured outside Kenya, to be imported:

**i)** thepriceoftheGoods,quotedCIPnamedplaceofdestination,inKenya,asspecified**intheTDS;**

**ii)** thepriceforinlandtransportation,insurance,andotherlocalservicesrequiredtoconveytheGoodsfromthenamedplaceofdestinationtotheirfinaldestinationspecified**intheTDS;**

c) ForGoodsmanufacturedoutsideKenya,alreadyimported:

i) thepriceoftheGoods,includingtheoriginalimportvalueoftheGoods;plus,anymark-up(orrebate);plus,anyotherrelatedlocalcost,andcustomdutiesandotherimporttaxesalreadypaidortobepaidontheGoodsalreadyimported;

ii) thecustomdutiesandotherimporttaxesalreadypaid(needtobesupportedwithdocumentaryevidence)ortobepaidontheGoodsalreadyimported;

iii) anysalesandothertaxesleviedinKenyawhichwillbepayableontheGoodsiftheContractisawardedtotheTenderer;and

**iv)** thepriceforinlandtransportation,insurance,andotherlocalservicesrequiredtoconveytheGoodsfromthenamedplaceofdestinationtotheirfinaldestination(ProjectSite)specified**intheTDS.**

d) forRelatedServices,otherthaninlandtransportationandotherservicesrequiredtoconveytheGoodstotheirfinaldestination,wheneversuchRelatedServicesarespecifiedintheScheduleofRequirements,thepriceofeachitemcomprisingtheRelatedServices(inclusiveofanyapplicabletaxes).

**14. CurrenciesofTenderandPayment**

**14.1** Thecurrency(ies)oftheTender,thecurrency(ies)ofawardandthecurrency(ies)ofcontractpaymentsshallbethesame.

14.2 TheTenderershallquoteinKenyashillings.Ifallowedinthe**TDS**,theTenderermayexpresstheTenderpriceinanycurrency,provideditshallusenomorethantwoforeigncurrenciesinadditiontotheKenyaShilling.

14.3 TheratesofexchangetobeusedbytheTenderershallbebasedontheexchangeratesprovidedbytheCentralBankofKenyaonthedate30dayspriortotheactualdateoftenderopening.

**15. DocumentsEstablishingtheEligibilityandConformityoftheGoodsandRelatedServices**

15.1 ToestablishtheeligibilityoftheGoodsandRelatedServicesinaccordancewithITT15,Tenderersshallcompletethecountryoforigindeclarationsinthe PriceScheduleForms,includedinSectionIV,TenderingForms.

15.2 ToestablishtheconformityoftheGoodsandRelatedServicestothetenderingdocument,theTenderershallfurnishaspartofitsTenderthedocumentaryevidencethattheGoodsconformtothetechnicalspecificationsandstandardsspecifiedinSectionVII,ScheduleofRequirements.

15.3 Thedocumentaryevidencemaybeintheformofliterature,drawingsordata,andshallconsistofadetailedescriptionoftheessentialtechnicalandperformancecharacteristicsoftheGoodsandRelatedServices,demonstratingsubstantialresponsivenessoftheGoodsandRelatedServicestothetechnicalspecification,andifapplicable,astatementofdeviationsandexceptionstotheprovisionsoftheSectionVII,ScheduleofRequirements.

15.4 TheTenderershallalsofurnishalistgivingfullparticulars,includingavailablesourcesandcurrentpricesofspareparts,specialtools,etc.,necessaryfortheproperandcontinuingfunctioningoftheGoodsduringtheperiod**specifiedinthe TDS**followingcommencementoftheuseofthegoodsbytheProcuringEntity.

15.5 Standardsforworkmanship,process,material,andequipment,aswellasreferencestobrandnamesorcataloguenumbersspecifiedbytheProcuringEntityintheScheduleofRequirements,areintendedtobedescriptiveonlyandnotrestrictive.TheTenderermayofferotherstandardsofquality,brandnames,and/orcataloguenumbers,providedthatitdemonstrates,totheProcuringEntity'ssatisfaction,thatthesubstitutionsensuresubstantialequivalenceoraresuperiortothosespecifiedintheSectionVII,ScheduleofRequirements.

**16. DocumentsEstablishingtheEligibilityandQualificationsoftheTenderer**

16.1 ToestablishTendereligibilityinaccordancewithITT4,TenderersshallcompletetheFormofTender,includedinSectionIV,TenderingForms.

16.2 ThedocumentaryevidenceoftheTendererqualificationstoperformtheContractifitsTenderisacceptedshallestablishtotheProcuringEntity'ssatisfaction:

a) that,ifrequired**intheTDS**,aTendererthatdoesnotmanufactureorproducetheGoodsitofferstosupplyshallsubmittheManufacturer'sAuthorizationusingtheformincludedinSectionIV,TenderingFormstodemonstratethatithasbeendulyauthorizedbythemanufacturerorproduceroftheGoodstosupplytheseGoodsinKenya;

b) that,ifrequired**intheTDS**,incaseofaTenderernotdoingbusinesswithintheKenya,theTendererisorwillbe(ifawardedtheContract)representedbyanAgentinthecountryequippedandabletocarryouttheSupplier'smaintenance,repairandspareparts-stockingobligationsprescribedintheConditionsofContractand/orTechnicalSpecifications;and

c) thattheTenderermeetseachofthequalificationcriterionspecifiedinSectionIII,EvaluationandQualificationCriteria.

**17. PeriodofValidityofTenders**

17.1 TendersshallremainvalidfortheTenderValidityperiodspecified**intheTDS**.TheTenderValidityperiodstartsfromthedatefixedfortheTendersubmissiondeadline(asprescribedbytheProcuringEntityinaccordancewithITT21.1).ATendervalidforashorterperiodshallberejectedbytheProcuringEntityasnon-responsive.

17.2 Inexceptionalcircumstances,priortotheexpirationoftheTendervalidityperiod,theProcuringEntitymayrequestTendererstoextendtheperiodofvalidityoftheirTenders.Therequestandtheresponsesshallbemadeinwriting.IfaTenderSecurityisrequestedinaccordancewithITT18,itshallalsobeextendedforacorrespondingperiod.ATenderermayrefusetherequestwithoutforfeitingitsTenderSecurity.ATenderergrantingtherequestshallnotberequiredorpermittedtomodifyitsTender,exceptasprovidedinITT17.3.

17.3 Iftheawardisdelayedbyaperiodexceedingthenumberofdaystobespecifiedinthe**TDS**daysbeyondtheexpiryofthe initialtendervalidityperiod,theContractpriceshallbedeterminedasfollows:

a) inthecaseof**fixedprice**contracts,theContractpriceshallbethetenderpriceadjustedbythefactorspecified**intheTDS**;

b) inthecaseof**adjustableprice**contracts,noadjustmentshallbemade;orinanycase,tenderevaluationshallbebasedonthetenderpricewithouttakingintoconsiderationtheapplicablecorrectionfromthoseindicatedabove.

**18. Tender Security**

**18.1** TheTenderershallfurnishaspartofitsTender,eitheraTender-SecuringDeclarationoraTenderSecurity,asspecified**intheTDS,**inoriginalformand,inthecaseofaTenderSecurity**,** intheamountandcurrencyspecified**intheTDS.**

18.2 ATenderSecuringDeclarationshallusetheformincludedinSectionIV,TenderingForms.

18.3 IfaTenderSecurityisspecifiedpursuanttoITT18.1,theTenderSecurityshallbeademandguaranteeinanyofthefollowingformsattheTendereroption:

i) cash;
ii) abankguarantee;
iii) aguaranteebyaninsurancecompanyregisteredandlicensedbytheInsuranceRegulatoryAuthoritylistedbytheAuthority;or
iv) aletterofcredit;or
v) guaranteebyadeposittakingmicro-financeinstitution,Saccosociety,theYouthEnterpriseDevelopmentFundortheWomenEnterpriseFund.

18.4 Ifanunconditionalguaranteeisissuedbyanon-BankfinancialinstitutionlocatedoutsideKenya,theissuingnon-BankfinancialinstitutionshallhaveacorrespondentfinancialinstitutionlocatedinKenyatomakeitenforceableunlesstheProcuringEntityhasagreedinwriting,priortoTendersubmission,thatacorrespondentfinancialinstitutionisnotrequired.IntheCaseofabankguarantee,theTenderSecurityshallbesubmittedeitherusingtheTenderSecurityFormincludedinSectionIV,TenderingForms,orinanothersubstantiallysimilarformatapprovedbytheProcuringEntitypriortoTendersubmission.TheTenderSecurityshallbevalidforthirty (30)daysbeyondtheoriginalvalidityperiodoftheTender,orbeyondanyperiodofextensionifrequestedunderITT17.2.

18.5 IfaTenderSecurityisspecifiedpursuanttoITT18.1,anyTendernotaccompaniedbyasubstantiallyresponsiveTender

Securityshallberejectedbythe ProcuringEntityasnon-responsive.

18.6 IfaTenderSecurityisspecifiedpursuanttoITT18.1,theTenderSecurityofunsuccessfulTenderersshallbereturnedas promptlyaspossibleuponthesuccessfulTenderersigningtheContractandfurnishingthePerformanceSecuritypurs uanttoITT46.TheProcuringEntityshallalsopromptlyreturnthetendersecuritytothetenderswheretheprocureme ntproceedingsareterminated,alltendersweredeterminednon-responsiveorabidderdeclinestoextendtendervalidityperiod.

TheTenderSecurityofthesuccessfulTendershallbereturnedaspromptlyaspossibleoncethesuccessfulTendererhassignedtheCont ractandfurnishedtherequiredPerformanceSecurity.

18.7 TheTenderSecuritymaybeforfeitedortheTenderSecuringDeclarationexecuted:
a) ifaTendererwithdrawsitsTenderduringtheperiodofTendervalidityspecifiedbytheTendererintheFormofTe nder,oranyextensionthereto providedbytheTenderer;or
b) ifthesuccessfulTendererfailsto:
i) signtheContractinaccordancewithITT45;or
ii) furnishaPerformanceSecurityinaccordancewithITT46.

18.8 WheretendersecuringdeclarationisexecutedtheProcuringEntityshallrecommendtothePPRAthatPPRAdebarsth eTendererfromparticipatinginpublicprocurementasprovidedinthelaw.

18.9 TheTenderSecurityorTender-SecuringDeclarationofaJVmustbeinthenameoftheJVthatsubmitstheTender.IftheJVhasnotbeenlegallyconstitut edintoalegallyenforceableJVatthetimeofTendering,theTenderSecurityorTender-SecuringDeclarationshallbeinthenamesofallfuturemembersasnamedintheletterofintentreferredtoinITT3.1andI TT10.2.

18.10 Atenderershallnotissueatendersecuritytoguaranteeitself.

**19. Format and Signing of Tender**

19.1 TheTenderershallprepareoneoriginalofthedocumentscomprisingtheTenderasdescribedinITT11andclearlymar kit“ORIGINAL.”AlternativeTenders,ifpermittedinaccordancewithITT12,shallbeclearlymarked“ALTERNAT IVE.”Inaddition,theTenderershallsubmitcopiesoftheTender,inthenumber**specifiedintheTDS**andclearlymarkth em“COPY.”Intheeventofanydiscrepancybetweentheoriginalandthecopies,theoriginalshallprevail.

19.2 Tenderersshallmarkas“CONFIDENTIAL”informationintheirTenderswhichisconfidentialtotheirbusiness.This mayincludeproprietaryinformation,tradesecrets,orcommercialorfinanciallysensitiveinformation.

19.3 TheoriginalandallcopiesoftheTendershallbetypedorwritteninindelibleinkandshallbesignedbyapersondulyauth orizedtosignonbehalfoftheTenderer.Thisauthorizationshallconsistofawrittenconfirmation**asspecifiedintheTD S**andshallbeattachedtotheTender.Thenameandpositionheldbyeachpersonsigningtheauthorizationmustbetyped orprintedbelowthesignature.AllpagesoftheTenderwhereentriesoramendmentshavebeenmadeshallbesignedori nitialledbythepersonsigningtheTender.

19.4 IncasetheTendererisaJV,theTendershallbesignedbyanauthorizedrepresentativeoftheJVonbehalfoftheJV,andso astobelegallybindingonallthemembersasevidencedbyapowerofattorneysignedbyeachmembers'legallyauthoriz edrepresentatives.

19.5 Anyinter-lineation,erasures,oroverwritingshallbevalidonlyiftheyaresignedorinitialledbythepersonsigningtheTender.

**D. SubmissionandOpeningofTenders**

**20 SealingandMarkingofTenders**

20.1 Dependingonthesizesorquantitiesorweightofthetenderdocuments,atenderermayuseanenvelope,packageorcont ainer.TheTenderershalldelivertheTenderinasinglesealedenvelope,orinasinglesealedpackage,orinasinglesealed containerbearingthenameandReferencenumberoftheTender,addressedtotheProcuringEntityandawarningnotto openbeforethetimeanddateforTenderopeningdate.Withinthesingleenvelope,packageorcontainer,theTenderers hallplacethefollowingseparate,sealedenvelopes:
a) inanenvelopeorpackageorcontainermarked“ORIGINAL”,alldocumentscomprisingtheTender,asdescribe dinITT11;and
b) inanenvelopeorpackageorcontainermarked“COPIES”,allrequiredcopiesoftheTender;and
c) ifalternativeTendersarepermittedinaccordancewithITT12,andifrelevant:
i) inanenvelopeorpackageorcontainermarked“ORIGINAL–

ALTERNATIVETENDER",thealternativeTender;and

ii) intheenvelopeorpackageorcontainermarked"COPIES-ALTERNATIVETENDER",allrequiredcopiesofthealternativeTender.

Theinnerenvelopesorpackagesorcontainersshall:

d) bearthenameandaddressoftheProcuringEntity.

e) bearthenameandaddressoftheTenderer;and

f) bearthenameandReferencenumberoftheTender.

20.2 Whereatenderpackageorcontainercannotfitinthetenderbox,theprocuringentityshall:

a) SpecifyintheTDSwheresuchdocumentsshouldbereceived.

b) maintainarecordoftendersreceivedandissueacknowledgementreceiptnotetoeachtendererspecifyingtimeanddateofreceipt.

c) Ensurealltendersreceivedarehandedovertothetenderopeningcommitteeforopeningatthespecifiedopening placeandtime.

20.3 Ifanenvelopeorpackageorcontainerisnotsealedandmarkedasrequired,the*ProcuringEntity*willassumenoresponsibilityforthemisplacementorprematureopeningoftheTender.Tendersmisplacedoropenedprematurelywillnotbeaccepted.

## 21. DeadlineforSubmissionofTenders

21.1 TendersmustbereceivedbytheProcuringEntityattheaddressandnolaterthanthedateandtimespecifiedintheTDS. WhensospecifiedintheTDS,TendererssubmittingTenderselectronically.TendererssubmittingTenderselectronicallyshallfollowtheelectronicTendersubmissionproceduresspecifiedintheTDS.

21.2 TheProcuringEntitymay,atitsdiscretion,extendthedeadlineforthesubmissionofTendersbyamendingthetenderingdocumentinaccordancewithITT7,inwhichcaseallrightsandobligationsoftheProcuringEntityandTendererspreviouslysubjecttothedeadlineshallthereafterbesubjecttothedeadlineasextended.

## 22. LateTenders

22.1 TheProcuringEntityshallnotconsideranyTenderthatarrivesafterthedeadlineforsubmissionofTenders.AnyTenderreceivedbytheProcuringEntityafterthedeadlineforsubmissionofTendersshallbedeclaredlate,rejected,andreturnedunopenedtotheTenderer.

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

23.1 ATenderermaywithdraw,substitute,ormodifyitsTenderafterithasbeensubmittedbysendingawrittennotice,dulysignedbyanauthorizedrepresentative,andshallincludeacopyoftheauthorization(thepowerofattorney)inaccordancewithITT19.3,(exceptthatwithdrawalnoticesdonotrequirecopies).Thecorrespondingsubstitutionormodificationoftheshallaccompanytherespectivewrittennotice.Allnoticesmustbe:

a) preparedandsubmittedinaccordancewithITT20and21(exceptthatwithdrawalnoticesdonotrequirecopies), andinaddition,therespectiveenvelopesshallbeclearlymarked"WITHDRAWAL,""SUBSTITUTION,"or" MODIFICATION;"and

b) receivedbytheProcuringEntitypriortothedeadlineprescribedforsubmissionofTenders,inaccordancewithITT22.

23.3 TendersrequestedtobewithdrawninaccordancewithITT23.1shallbereturnedunopenedtotheTenderers.

23.4 NoTendermaybewithdrawn,substituted,ormodifiedintheintervalbetweenthedeadlineforsubmissionofTendersandtheexpirationoftheperiodofTendervalidityspecifiedbytheTendererontheFormofTenderoranyextensionthereof.

## 24. TenderOpening

24.1 ExceptasinthecasesspecifiedinITT23,theProcuringEntityshall,attheTenderopening,publiclyopenandreadoutall Tendersreceivedbythedeadlineatthedate,timeandplacespecifiedintheTDSinthepresenceofTenderers'designatedrepresentativeswhochoosetoattend,includingtoattendanyspecificelectronictenderopeningproceduresifelectronictenderingispermittedinaccordancewithITT21.1,shallbeasspecifiedintheTDS.

24.2 First,envelopesmarked“WITHDRAWAL”shallbeopenedandreadoutandtheenvelopewiththecorrespondingTen dershallnotbeopened,butreturnedtotheTenderer.Ifthewithdrawalenvelopedoesnotcontainacopyofthe“powerofa ttorney”confirmingthesignatureasapersondulyauthorizedtosignonbehalfoftheTenderer,thecorrespondingTend erwillbeopened.NoTenderwithdrawalshallbepermittedunlessthecorrespondingwithdrawalnoticecontainsavali dauthorizationtorequestthewithdrawalandisreadoutatTenderopening.

24.3 Next,envelopesmarked“SUBSTITUTION”shallbeopenedandreadoutandexchangedwiththecorrespondingTen derbeingsubstituted,andthesubstitutedTendershallnotbeopened,butreturnedtotheTenderer.NoTendersubstitutio nshallbepermittedunlessthecorrespondingsubstitutionnoticecontainsavalidauthorizationtorequestthesubstituti onandisreadoutatTenderopening.

24.4 Next,envelopesmarked“MODIFICATION”shallbeopenedandreadoutwiththecorrespondingTender.NoTender modificationshallbepermittedunlessthecorrespondingmodificationnoticecontainsavalidauthorizationtorequest themodificationandisreadoutatTenderopening.

24.5 Next,allremainingenvelopesshallbeopenedoneatatime,readingout:thenameoftheTendererandwhetherthereisa modification;thetotalTenderPrices,perlot(contract)ifapplicable,includinganydiscountsandalternativeTenders;t hepresenceorabsenceofaTenderSecurity,ifrequired;andanyotherdetailsastheProcuringEntitymayconsiderappr opriate.

**24.6** OnlyTenders,alternativeTendersanddiscountsthatareopenedandreadoutatTenderopeningshallbeconsideredfurt herforevaluation.TheFormofTenderandpagesoftheBillsofQuantitiesaretobeinitialedbythemembersofthetender openingcommitteeattendingtheopening.Thenumberofrepresentativesoftheprocuringentitytosignshallbespeci fiedintheTDS.

24.7 TheProcuringEntityshallneitherdiscussthemeritsofanyTendernorrejectanyTender(exceptforlateTenders,inacc ordancewithITT22.1).

24.8 TheProcuringEntityshallpreparearecordoftheTenderopeningthatshallinclude,asaminimum:
a) thenameoftheTendererandwhetherthereisawithdrawal,substitution,ormodification;
b) theTenderPrice,perlot(contract)ifapplicable,includinganydiscounts;
c) anyalternativeTenders;
d) thepresenceorabsenceofaTenderSecurityorTender-SecuringDeclaration,ifonewasrequired;
e) numberofpagesofeachtenderdocumentsubmitted.

24.9 TheTenderers'representativeswhoarepresentshallberequestedtosigntherecord.TheomissionofaTenderersignat ureontherecordshallnotinvalidatethecontentsandeffectoftherecord.Acopyofthetenderopeningregistershallbeis suedtoaTendereruponrequest.

## E. Evaluation and Comparison of Tenders

### 25. Confidentiality

25.1 InformationrelatingtotheevaluationofTendersandrecommendationofcontractaward,shallnotbedisclosedtoTend ererseranyotherpersonsnotofficiallyconcernedwiththetenderingprocessuntiltheinformationonIntentiontoAwar dtheContractistransmittedtoallTenderersinaccordancewithITT41.

25.2 AnyeffortbyaTenderertoinfluencetheProcuringEntityintheevaluationorcontractawarddecisionsmayresultinthe rejectionofitsTender.

25.3 NotwithstandingITT25.2,fromthetimeofTenderopeningtothetimeofContractAward,ifanyTendererwishestocon tacttheProcuringEntityonanymatterrelatedtotheTenderingprocess,itshoulddosoinwriting.

### 26. Clarification of Tenders

26.1 Toassistintheexamination,evaluation,comparisonoftheTenders,andqualificationoftheTenderers,theProcuringE ntitymay,atitsdiscretion,askanyTendererforaclarificationofitsTender.AnyclarificationsubmittedbyaTenderer in respecttoitsTenderandthatisnotinresponsetoarequestbytheProcuringEntityshallnotbeconsidered.TheProcuring Entity'srequestforclarificationandtheresponseshallbeinwriting.No

change,includinganyvoluntaryincreaseordecrease,inthepricesorsubstanceoftheTendershallbesought,offered,or permittedexcepttoconfirmthecorrectionofarithmeticerrorsdiscoveredbytheProcuringEntityintheEvaluationoft heTenders,inaccordancewithITT30.

IfaTendererdoesnotprovideclarificationsofitsTenderbythedateandtimesetintheProcuringEntity'srequestforclari fication,itsTendermayberejected.

## 27. Deviations, Reservations, and Omissions

27.1 DuringtheevaluationofTenders,thefollowingdefinitionsapply:

a) "Deviation"isadeparturefromherequirementsspecifiedintheTenderingdocument;

b) "Reservation"isthesettingoflimitingconditionsorwithholdingfromcompleteacceptanceoftherequirement sspecifiedinthetenderingdocument;and

c) "Omission"isthefailuretosubmitpartorallofthe informationordocumentationrequiredinthetenderingdocu ment.

## 28. Determination of Responsiveness

28.1 TheProcuringEntity'sdeterminationofaTender'sresponsivenessistobebasedonthecontentsoftheTenderitself,asd efinedinITT28.2.

28. AsubstantiallyresponsiveTenderisonethatmeetstherequirementsofthetenderingdocumentwithoutmaterialdevia tion,reservation,oromission.Amaterialdeviation,reservation,oromissionisonethat:

a) ifaccepted,would:

i) affectinanysubstantialwaythescope,quality,orperformanceoftheGoodsandRelatedServicesspecifiedi ntheContract;or

ii) limitinanysubstantialway,inconsistentwiththetenderingdocument,theProcuringEntity'srightsortheT endererobligationsundertheContract;or

b) ifrectified,wouldunfairlyaffectthecompetitivepositionofotherTendererspresentingsubstantiallyresponsiv eTenders.

28.2 TheProcuringEntityshallexaminethetechnicalaspectsoftheTendersubmittedinaccordancewithITT15andITT16, inparticular,toconfirmthatallrequirementsofSectionVII,ScheduleofRequirementshavebeenmetwithoutanymat erialdeviationorreservation,oromission.

28.3 IfaTenderisnotsubstantiallyresponsivetotherequirementsoftenderingdocument,itshallberejectedbytheProcurin gEntityandmaynotsubsequentlybemaderesponsivebycorrectionofthematerialdeviation,reservation,oromission.

## 29. Non-conformities, Errors and Omissions

29.1 ProvidedthataTenderissubstantiallyresponsive,theProcuringEntitymaywaiveanynon-conformitiesintheTender.

29.2 ProvidedthataTenderissubstantiallyresponsive,theProcuringEntitymayrequestthattheTendersubmitthenecess aryinformationordocumentation,withinareasonableperiodoftime,torectifynonmaterialnon-conformitiesoromissionsintheTenderrelatedtodocumentationrequirements.Suchomissionshallnotberelatedtoan yaspectofthepriceoftheTender.FailureoftheTenderertocomplywiththerequestmayresultintherejectionofitsTend er.

29.3 ProvidedthataTenderissubstantiallyresponsive,theProcuringEntityshallrectifyquantifiablenonmaterialnon-conformitiesrelatedtotheTenderPrice.Tothiseffect,theTenderPriceshallbeadjusted,forcomparisonpurposesonly, toreflectthepriceofamissingornon-conformingitemorcomponentinthemannerspecified**intheTDS**.Theadjustmentshallbebasedonthe***average***priceo ftheitemorcomponentasquotedinothersubstantiallyresponsiveTenders.Ifthepriceoftheitemorcomponentcannot bederivedfromthepriceofothersubstantiallyresponsiveTenders,theProcuringEntityshalluseitsbestestimate.

## 30. Arithmetical Errors

30.1 Thetendersumassubmittedandreadoutduringthetenderopeningshallbeabsoluteandfinalandshallnotbethesubject ofcorrection,adjustmentoramendmentinanywaybyanypersonorentity.

30.2 ProvidedthattheTenderissubstantiallyresponsive,theProcuringEntityshallhandleerrorsonthefollowingbasis:

a) Anyerrordetectedifconsideredamajordeviationthataffectsthesubstanceofthetender,shallleadtodisqualific ationofthetenderasnon-responsive.

b) Anyerrorsinthesubmittedtenderarisingfromamiscalculationofunitprice,quantity,subtotalandtotalbidprice shallbeconsideredasamajordeviationthataffectsthesubstanceofthetenderandshallleadtodisqualificationof thetenderasnon-responsive.and

c) ifthereisadiscrepancybetweenwordsandfigures,theamountinwordsshallprevail.

30.2Tenderersshallbenotifiedofanyerrordetectedintheirbidduringthenotificationofaward.

## 31. Conversion to Single Currency

**31.1** Forevaluationandcomparisonpurposes,thecurrency(ies)oftheTendershallbeconvertedinasinglecurrencyasspeci fied**intheTDS.**

## 32. Margin of Preference and Reservations

32.1 Amarginofpreferencemaybeallowedonlocallymanufacturedgoodsonlywhenthecontractisopentointernationalte ndering,wherethetenderislikelytoattractforeigngoodsandwherethecontractexceedsthethresholdspecifiedinthe Regulations.

32.2 Forpurposesofgrantingamarginofpreferenceonlocallymanufacturedgoodsunderinternationalcompetitivetender ing,aprocuringentityshallnotsubjecttheitemslistedbelowtointernationaltenderandhencenomarginofpreferences hallbeallowed.Theaffecteditemsare:

a) motorvehicles,plantandequipmentwhichareassembledinKenya;

b) furniture,textile,foodstuffs,oilandgas,informationcommunicationtechnology,steel,cement,leatheragro-processing,sanitaryproducts,andothergoodsmadeinKenya;or

c) goodsmanufactured,mined,extractedorgrowninKenya.

32.3 AmarginofpreferenceshallnotbeallowedunlessitisspecifiedsointheTDS.

32.4 Contractsprocuredonbasisofinternationalcompetitivetenderingshallnotbesubjecttoreservationstospecificgroup ssasprovidedinITT32.5.

32.5 Whereitisintendedtoreserveacontracttoaspecificgroupofbusinesses(thesegroupsareSmallandMediumEnterpris es,WomenEnterprises,YouthEnterprisesandEnterprisesofpersonslivingwithdisability,asthecasemaybe),andwh oareappropriatelyregisteredassuchbytheauthoritytobespecifiedintheTDS,aprocuringentityshallensurethatthein vitationtotenderspecificallyindicatesthatonlybusinessesorfirmsbelongingtothespecifiedgroupareeligibletotend erasspecifiedintheTDS.Notendershallbereservedtomorethanonegroup.IfnotsostatedintheTenderdocuments,th einvitationtotenderwillbeopentoallinterestedtenderers.

## 33. EvaluationofTenders

33.1 TheProcuringEntityshallusethecriteriaandmethodologieslistedinthisITTandSectionIII,EvaluationandQualific ationcriteria.Nootherevaluationcriteriaormethodologiesshallbepermitted.Byapplyingthecriteriaandmethodolo gies,theProcuringEntityshalldeterminetheLowestEvaluatedTender.ThisistheTenderoftheTendererthatmeetsthe qualificationcriteriaandwhoseTenderhasbeendeterminedtobe:

a) substantiallyresponsivetothetenderdocuments;and

b) thelowestevaluatedprice.

33.2 PriceevaluationwillbedoneforItemsorLots(contracts),asspecified**intheTDS;**andtheTenderPriceasquotedinaccordancewithITT14.ToevaluateaTender,theProcuringEntityshallconsiderthefollowing:
a) priceadjustmentduetounconditionaldiscountsofferedinaccordancewithITT13.4;
b) convertingtheamountresultingfromapplying(a)and(b)above,ifrelevant,toasinglecurrencyinaccordancewithITT31;
c) priceadjustmentduetoquantifiablenonmaterialnon-conformitiesinaccordancewithITT29.3;and
d) anyadditionalevaluationfactorsspecified**intheTDS**andSectionIII,EvaluationandQualificationCriteria.

33.3 TheestimatedeffectofthepriceadjustmentprovisionsoftheConditionsofContract,appliedovertheperiodofexecutionoftheContract,shallnotbeconsideredinTenderevaluation.

33.4 WherethetenderinvolvesmultiplelotsorcontractS,thetendererwillbeallowedtotenderforoneormorelots(contracts).EachlotorcontractwillbeevaluatedinaccordancewithITT33.2.Themethodologytodeterminethelowestevaluatedtendererortenderersbasedonelot(contract)orbasedonacombinationoflots(contracts),willbespecifiedinSectionIII,EvaluationandQualificationCriteria.InthecaseofmultiplelotsorcontractS,tendererwillbewillberequiredtopreparetheEligibilityandQualificationCriteriaFormforeachLot.

33.5 TheProcuringEntity'sevaluationofaTenderwillincludeandconsider:
a) inthecaseofGoodsmanufacturedinKenya,salesandothersimilartaxes,whichwillbepayableonthegoodsifacontractisawardedtotheTenderer;
b) inthecaseofGoodsmanufacturedoutsideKenya,alreadyimportedortobeimported,customsdutiesandotherimporttaxesleviedontheimportedGood,salesandothersimilartaxes,whichwillbepayableontheGoodsifthecontractisawardedtotheTenderer;

33.6 TheProcuringEntity'sevaluationofaTendermayrequiretheconsiderationofotherfactors,inadditiontotheTenderPricequotedinaccordancewithITT14.Thesefactorsmayberelatedtothecharacteristics,performance,andtermsandconditionsofpurchaseoftheGoodsandRelatedServices.Theeffectofthefactorsselected,ifany,shallbeexpressedinmonetarytermstofacilitatecomparisonofTenders,unlessotherwisespecifiedinthe**TDS**fromamongstthosesetoutinSectionIII,EvaluationandQualificationCriteria.TheadditionalcriteriaandmethodologiestobeusedshallbeasspecifiedinITT33.2(d).

## 34. ComparisonofTenders

34.1 TheProcuringEntityshallcomparetheevaluatedcostsofallsubstantiallyresponsiveTendersestablishedinaccordancewithITT33.2todeterminetheTenderthathasthelowestevaluatedcost.Thecomparisonshallbeonthebasisoftotalcost(placeoffinaldestination)pricesforallgoodsandallprices,pluscostofinlandtransportationandinsurancetoplaceofdestination,forgoodsmanufacturedwithintheKenya,togetherwithpricesforanyrequiredinstallation,training,commissioningandotherservices.

## 35. AbnormallyLowTenders

35.1 AnAbnormallyLowTenderisonewheretheTenderprice,incombinationwithotherconstituentelementsoftheTender,appearsunreasonablylowtotheextentthattheTenderpriceraisesmaterialconcernswiththeProcuringEntityastothecapabilityoftheTenderertoperformtheContractfortheofferedTenderprice.

35.2 IntheeventofidentificationofapotentiallyAbnormallyLowTenderbytheevaluationcommittee,theProcuringEntityshallseekwrittenclarificationfromtheTenderer,includingadetailedpriceanalysesofitsTenderpriceinrelationtothesubjectmatterofthecontract,scope,deliveryschedule,allocationofrisksandresponsibilitiesandanyotherrequirementsofthetenderingdocument.

35.3 Afterevaluationofthepriceanalysis,intheeventthattheProcuringEntitydeterminesthattheTendererhasfailedtodemonstrateitscapabilitytoperformthecontractfortheofferedTenderprice,theProcuringEntityshallrejecttheTender.

## 36. AbnormallyHighTenders

36.4 Anabnormallyhighpriceisonewherethetenderprice,incombinationwithotherconstituentelementsofthe

Tender,appearsunreasonablytoohightotheextentthattheProcuringEntityisconcernedthatit(theProcuringEntity)maynotbegettingvalueformoneyoritmaybepayingtoohighapriceforthecontractcomparedwithmarketpricesorthatgenuinecompetitionbetweenTenderersiscompromised.

36.5 Incaseofanabnormallyhightenderprice,theProcuringEntityshallmakeasurveyofthemarketprices,checkiftheestimatedcostofthecontractiscorrectandreviewtheTenderDocumentstocheckifthespecifications,scopeofworkandconditionsofcontractarecontributorytotheabnormallyhightenders.TheProcuringEntitymayalsoseekwrittenclarificationfromthetendereronthereasonforthehightenderprice.TheProcuringEntityshallproceedasfollows:

i) Ifthetenderpriceisabnormallyhighbasedonwrongestimatedcostofthecontract,theProcuringEntitymayacceptornotacceptthetenderdependingontheProcuringEntity'sbudgetconsiderations.

ii) Ifspecifications,scopeofworkand/orconditionsofcontractarecontributorytotheabnormallyhightenderprices,theProcuringEntityshallrejectalltendersandmayretenderforthecontractbasedonrevisedestimates,specifications,scopeofworkandconditionsofcontract,asthecasemaybe.

36.6 IftheProcuringEntitydeterminesthattheTenderPriceisabnormallytoohighbecausegenuinecompetitionbetweentenderersiscompromised(*oftenduetocollusion,corruptionorothermanipulations*),theProcuringEntityshallrejectallTendersandshallinstituteorcauserelevantGovernmentAgenciestoinstituteaninvestigationonthecauseofthecompromise,beforeretendering.

## 37. PostQualificationoftheTenderer

37.1 TheProcuringEntityshalldetermine,toitssatisfaction,whethertheeligibleTendererthatisselectedashavingsubmittedthelowestevaluatedcostandsubstantiallyresponsiveTender,meetsthequalifyingcriteriaspecifiedinSectionIII,EvaluationandQualificationCriteria.

37.2 ThedeterminationshallbebaseduponanexaminationofthedocumentaryevidenceoftheirqualificationssubmittedbytheirpursuanttoITT15and16.Thedeterminationshallnottakeintoconsiderationthequalificationsofotherfirmssuchastheirsubsidiaries,parententities,affiliates,subcontractors(otherthanspecializedsubcontractorsifpermittedinthetenderingdocument),oranyotherfirm(s)differentfromtheirs.

37.3 Anaffirmativedeterminationshallbeaprerequisiteforawardofthecontracttotheirs.Anegativedeterminationshallresultindisqualificationoftheirs,inwhicheventtheProcuringEntityshallproceedtotheirwhooffersasubstantiallyresponsiveTenderwiththenextlowestevaluatedcosttomakeasimilardeterminationofthatTenderersqualificationstoperformsatisfactorily.

## 38. LowestEvaluatedTender

38.1 HavingcomparedtheevaluatedpricesofTenders,theProcuringEntityshalldeterminetheLowestEvaluatedTender.TheLowestEvaluatedTenderistheTenderoftheTendererthatmeetstheQualificationCriteriaandwhoseTenderhasbeendeterminedtobe:

a) MostresponsivetotheTenderdocument;and

b) thelowestevaluatedprice.

## 39. ProcuringEntity'sRighttoAcceptAnyTender,andtoRejectAnyorAllTenders.

39.1 TheProcuringEntityreservestherighttoacceptorrejectanyTender,andtoannultheTenderingprocessandrejectallTendersatanytimepriortonotificationAward,withouttherebyincurringanyliabilitytoTenderers.Incaseofannulment,allTenderersshallbenotifiedwithreasonsandallTenderssubmittedandspecifically,tendersecurities,shallbepromptlyreturnedtotheirTenderers.

# F. AwardofContract

## 40. AwardCriteria

TheProcuringEntityshallawardtheContracttothesuccessfultendererwhosetenderhasbeendeterminedtobethe**LowestEvaluatedTender**inaccordancewithproceduresinSection3:EvaluationandQualificationCriteria.

**41. NoticeofIntentiontoenterintoaContract**

UponawardofthecontractandPriortotheexpiryoftheTenderValidityPeriodtheProcuringEntityshallissueaNotification ofIntentiontoEnterintoaContract/Notificationofawardtoalltendererswhichshallcontain,ataminimum,thefollowinginformation:

a) thenameandaddressoftheTenderersubmittingthesuccessfultender;

b) theContractpriceofthesuccessfultender;

c) astatementofthereason(s)thetenderoftheunsuccessfultenderertowhomtheletterisaddressedwasunsuccessful,unlessthepriceinformationin(c)abovealreadyrevealsthereason;

d) theexpirydateoftheStandstillPeriod;and

e) instructionsonhowtorequestadebriefingand/orsubmitacomplaintduringthestandstillperiod;

**42. StandstillPeriod**

42.1 TheContractshallnotbeawardedearlierthantheexpiryofaStandstillPeriodof14daystoallowanydissatisfiedcandidatetolaunchacomplaint.WhereonlyoneTenderissubmitted,theStandstillPeriodshallnotapply.

42.2 Wherestandstillperiodapplies,itshallcommencewhentheProcuringEntityhastransmittedtoeachTendertheNotificationofIntentiontoEnterintoaContracttothesuccessfulTenderer.

**43. DebriefingbytheProcuringEntity**

43.1 OnreceiptoftheProcuringEntity'sNotificationofIntentiontoEnterintoaContractreferredtoinITT41,anunsuccessfultenderermaymakeawrittenrequesttotheProcuringEntityforadebriefingonspecificissuesorconcernsregardingtheirtender.TheProcuringEntityshallprovidethedebriefingwithinfivedaysofreceiptoftherequest.

43.2 DebriefingsofunsuccessfulTenderersmaybedoneinwritingorverbally.TheTendershallbearitsowncostsofattendingsuchadebriefingmeeting.

**44. LetterofAward**

PriortotheexpiryoftheTenderValidityPeriodanduponexpiryoftheStandstillPeriodspecifiedinITT42,uponaddressingacomplaintthathasbeenfiledwithintheStandstillPeriod,theProcuringEntityshalltransmittheLetterofAwardtothesuccessfulTenderer.Theletterofawardshallrequestthesuccessfultenderertofurnishthe PerformanceSecurity within21daysofthedateoftheletter.

**45. SigningofContract**

45.1 Upontheexpiryofthefourteendaysofthe NotificationofIntentiontoenterintocontractanduponthepartiesmeetingtheirrespectivestatutoryrequirements,theProcuringEntityshallsendthesuccessfulTenderertheContractAgreement.

45.2 Withinfourteen(14)daysofreceiptoftheContractAgreement,thesuccessfulTendershallsign,date,andreturnittotheProcuringEntity.

45.3 Thewrittencontractshallbeenteredintowithintheperiodspecifiedinthenotificationofawardandbeforeexpiryofthetendervalidityperiod.

**46. PerformanceSecurity**

46.1 Withintwenty-one(21)daysofthereceiptofLetterofAcceptancefromtheProcuringEntity,thesuccessfulTenderer,ifrequired,shallfurnishthePerformanceSecurityinaccordancewiththeGCC18,usingforthatpurposethePerformanceSecurityFormincludedinSectionX,ContractForms.IfthePerformanceSecurityfurnishedbythesuccessfulTendererisintheformofabond,itshallbeissuedbyabondingorinsurancecompanythathasbeendeterminedbythesuccessfulTenderertobeacceptabletotheProcuringEntity.AforeigninstitutionprovidingabondshallhaveacorrespondentfinancialinstitutionlocatedinKenya,unlesstheProcuringEntityhasagreedinwritingthatacorrespondentfinancialinstitutionisnotrequired.

46.2 FailureofthesuccessfulTenderertosubmittheabove-mentionedPerformanceSecurityorsigntheContractshallconstitutesufficientgroundsfortheannulmentoftheawardandforfeitureoftheTenderSecurity.InthateventtheProcuringEntitymayawardtheContracttotheTendererofferingthenextlowestEvaluatedTender.

46.3 PerformancesecurityshallnotberequiredforacontractifsospecifiedintheTDS.

**47. PublicationofProcurementContract**

Withinfourteendaysaftersigningthecontract,theProcuringEntityshallpublishandpublicizetheawardedcontractatitsnoticeboards,entitywebsite;andontheWebsiteoftheAuthorityinmannerandformatprescribedbytheAuthority.Attheminimum,thenoticeshallcontainthefollowinginformation:

a) nameandaddressoftheProcuringEntity;

b) nameandreferencenumberofthecontractbeingawarded,asummaryofitsscopeandtheselectionmethodused;

c) thenameofthesuccessfulTenderer,thefinaltotalcontractprice,thecontractduration.

d) datesofsignature,commencementandcompletionofcontract;

e) namesofallTendersthatsubmittedTenders,andtheirTenderpricesasreadoutatTenderopening;

**48. ProcurementRelatedComplaint**

TheproceduresformakingaProcurement-relatedComplaintareasspecifiedintheTDS.

**SECTIONII–TENDERDATASHEET(TDS)**

Thefollowingspecificdatashallcomplement,supplement,oramendtheprovisionsintheInstructionstoTenderers(ITT).Whenevertherеisaconflict,theprovisionshereinshallprevailoverthoseinITT.

| ITT Reference | A. General |
|---|---|
| ITT 1.1 | The reference number of the Invitation for Tenders is:***[insert reference number of the Request for Tenders]***_____<br>The Procuring Entity is: ***[insert name of the Procuring Entity]***_____<br>The name of the Contract is: ***[insert name of the ITT]***_____<br>The number and identification of lots (contracts)comprising this Invitation for Tenders is: ***[insert number and identification of lots (contracts)]***_____ |
| ITT 1.2(a) | *[delete if not applicable]*<br>**Electronic –Procurement System**<br>The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process:<br>***[insert name of the e-system and full address or link]***<br>The electronic-procurement system shall be used to manage the following aspects of the Tendering process:<br>***[list aspects here and modify the relevant parts of the TDS accordingly e.g., issuing Tendering document, submissions of Tenders, opening of Tenders]*** |
| ITT 2.3 | The Information made available on competing firms is as follows:<br>_____<br>_____ |
| ITT 2.4 | The firms that provided consulting services for the contract being tendered for are: |
| ITT 3.1 | Maximum number of members in the Joint Venture (JV) shall be: ***[insert a number]*** |
| ITT3.7 | A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke |
| ITT 3.11 | Tenderers shall be required to be to be registered with ---------- |
| | **B. Contents of Tendering Document** |
| ITT 6.1 | (a) Address where to send enquiries is _____(*provide postal and email addresses)* to reach the Procuring Entity not later than_____(*specify date and time*).<br>(b) The Procuring Entity publish its response at the website _____ |
| ITT 6.2 | A pre-tender conference will **be held/not be held** (*select one*) on _____ (*specify date and time*) at _____ (*specify city, street, building, floor and room)* |
| ITT 6.3 | The questions to reach the Procuring Entity not later than _____ (*specify date and time*). |
| ITT 6.5 | The Minutes of the Pre-Tender meeting shall be published on the at the website _____. |
| | **C. Preparation of Tenders** |
| ITT 13.5 | The prices quoted by the Tenderer **[insert "shall "or "shall not"]** _____be subject to adjustment during the performance of the Contract. |
| ITT 13.6 | Prices quoted for each lot (contract) shall correspond at least **to *[insert figure]*** percent of the items specified for each lot (contract).<br>Prices quoted for each item of a lot shall correspond at least to ***[insert figure]***percent of the quantities specified for this item of a lot. |

| | |
|---|---|
| **ITT 13.8 (a) (i) and (iii)** | Place of final destination: ***[insert named place of destination]*** |
| **ITT 13.8 (a) (iii)** | Final Destination (Project Site): [*insert final destination/project site, if different from named place of destination*] |
| **ITT 13.8 (b) (i)** | Named place of destination, in Kenya is _____ |
| **ITT 13.8 (b) (ii)** | The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is _____ |
| **13.8 (c) (iv)** | The place of final destination (Project Site) is _____. |
| **ITT 14.2** | Foreign currency requirements **allowed/not allowed.** |
| **ITT 15.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***[insert duration]*** |
| **ITT 16.2 (a)** | Manufacturer's authorization is: ***[insert "required" or "not required"]*** |
| **ITT 16.2 (b)** | After sales service is: ***[insert "required" or "not required"]*** |
| **ITT 17.1** | The Tender validity period shall be ***[insert a number of days that is a multiple of seven counting as of the deadline for Tender submission]*** days. |
| **ITT 17.3** | (a) The Number of days beyond the expiry of the initial tender validity period will be _____days.<br>(b) The Tender price shall be adjusted by the following percentages of the tender price:<br>(i) By _____% of t*he local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and*<br>*(ii) By_____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.* |
| **ITT 18.1** | ***[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]***<br>A *Tender Security* ***[insert "shall be" or "shall not be"]*** required.<br>A Tender-Securing Declaration **[*insert "shall be" or "shall not be*"]** required.<br>If a Tender Security shall be required, the amount and currency of the Tender Security shall be ___<br>***[If a Tender Security is required, insert amount and currency of the Tender Security. Otherwise insert "Not Applicable".][In case of lots, please insert amount and currency of the Tender Security for each lot]***<br>*[Note: Tender Security is required for each lot as per amounts indicated against each lot].* |
| **ITT 19.1** | In addition to the original of the Tender, the number of copies is**: *[insert number of copies]*** |
| **ITT 19.3** | The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**: *[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender].*** |
| | **D. Submission and Opening of Tenders** |
| **ITT 20.3** | A tender package or container that cannot fit in the tender box shall be received as follows: _____<br>_____ |

| | |
|---|---|
| **ITT 21.1** | For **Tender submission purposes** only, the Procuring Entity's address is: ***[This address may be the same as or different from that specified under provision ITT 7.1 for clarifications]***<br>Attention: *[ [insert full name of person, if applicable]*<br>Postal Address: *[insert address]*<br>Physical Address: City, Street, Building name, Floor Number and Room number.<br>Telephone: *[insert telephone number, including country and city codes]*<br>Electronic mail address: *[insert email address, if applicable]*<br><br>**The deadline for Tender submission is:**<br>Date:***[insert day, month, and year, e.g. 15 June, 2008]***<br>Time: ***[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]***<br>*[Note: The date and time should be the same as those provided in the Specific Procurement Notice - Request for Tenders, unless subsequently amended pursuant to ITT 22.2.]*<br>tenderers **[*insert "shall" or "shall not"*]** have the option of submitting their Tenders electronically.<br>*[Note: The following provision should be included and the required corresponding information inserted only if tenderers have the option of submitting their Tenders electronically. Otherwise omit.]*<br>The electronic Tendering submission procedures shall be: ***[insert a description of the electronic Tendering submission procedures]*** |
| **ITT 24.1** | The Tender opening shall take place at:<br>Attention: *[ [insert full name of person, if applicable]*<br>Postal Address: *[insert address]*<br>Physical Address: City, Street, Building name, Floor Number and Room number.<br>Date:***[insert day, month, and year, e.g. 15 June, 2008]***<br>Time: ***[insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.] [Date and time should be the same as those given for the deadline for submission of Tenders (ITT 22).]***<br>*[Note: The following provision should be included and the required corresponding information inserted only if tenderers have the option of submitting their Tenders electronically. Otherwise omit.]*<br>The electronic Tender opening procedures shall be: ***[insert a description of the electronic Tender opening procedures.]*** |
| **ITT 24.6** | The number of representatives of the Procuring Entity to sign is _____. |
| **E. Evaluation and Comparison of Tenders** | |
| **ITT 29.3** | The manner of rectify quantifiable nonmaterial nonconformities described below:<br>_____ |
| **ITT 31.1** | The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: ***[Insert name of currency]***<br>The source of exchange rate shall be: ***[Insert name of the source of exchange rates (e.g., the Central Bank in Kenya.]***<br>The date for the exchange rate shall be*:* ***[insert day, month and year, e.g. 15 June, 2008 not earlier than 30 days prior to the deadline for submission of the Tenders, nor later than the original date for the expiry of Tender validity period].*** |
| **ITT 32.3** | A margin of preference and/or reservation ***[insert either "shall" or "shall not"]***apply and specify the details.<br>If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria. |

| | |
|---|---|
| **ITT 32.5** | The invitation to tender is extended to the following group that qualify for Reservations _____<br>_____ who shall be duly registered with_____<br><br>*(These groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be; describe precisely which group qualifies).* |
| **ITT 33.2** | Price evaluation will be done for _____ (*specify Items or Lots (contracts*) |
| **ITT 33.2 (d)** | Additional evaluation factors are _____ |
| **ITT 33.6** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]***<br><br>**(a)** Deviation in Delivery schedule: ***[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]***<br>**(b)** Deviation in payment schedule: ***[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]***<br>**(c)** the cost of major replacement component, mandatory spare parts, and service: ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]***<br>**(d)** the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]***<br>**(e)** Life cycle costs: the costs during the life of the goods or equipment ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]***<br>**(f)** the performance and productivity of the equipment offered; *[Insert* ***Yes or No. If yes, insert the Methodology and criteria]***<br>**(g)** ***[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]*** |
| | **F. Award of Contract** |
| **ITT 46.3** | Performance security if so required shall be in the sum of _____ |
| **ITT 47** | The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke.<br><br>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:<br>For the attention: *[insert full name of person receiving complaints]*<br>Title/position: *[insert title/position]*<br>Procuring Entity: *[insert name of Procuring Entity]*<br>Email address*: [insert email address]*<br>In summary, a Procurement-related Complaint may challenge any of the following:<br>**1.** the terms of the Tendering Documents; and<br>**2.** the Procuring Entity's decision to award the contract. |

## SECTIONIII-EVALUATIONANDQUALIFICATIONCRITERIA

### 1. GeneralProvisions

**1.1** WhereveraTendererisrequiredtostateamonetaryamount,TenderersshouldindicatetheKenyaShillingequivalentusingtherateofexchangedeterminedasfollows:

**a)** Forbusinessturnoverorfinancialdatarequiredforeachyear-Exchangerateprevailingonthelastdayoftherespectivecalendaryear(inwhichtheamountsforthatyearistobeconverted)wasoriginallyestablished.

**b)** Valueofsinglecontract-Exchangerateprevailingonthedateofthecontractsignature.

**c)** Exchangeratesshallbetakenfromthepubliclyavailablesourceidentifiedin**theITT14.3.**Anyerrorindetermingtheexchangeratesin theTendermaybecorrectedbytheProcuringEntity.

**1.2** ThissectioncontainsthecriteriathattheProcuringEntityProcuringEntityshallusetoevaluatetenderandqualifytenderers.Nootherfactors,methodsorcriteriashallbeusedotherthanthosespecifiedinthistenderdocument.TheTenderershallprovideallthe informationrequestedintheformsincludedinSectionIV,TenderingForms.TheProcuringEntityshouldusetheStandardTenderEvaluationReportforGoodsandWorksforevaluatingTenders.

### 2. EvaluationofTenders(ITT33)

### 2.1 SuccessfulTenderorTenders

TheProcuringEntityshallusethecriteriaandmethodologieslistedinthisSectiontoevaluateTenders.Byapplyingthesecriteriaandmethodologies,theProcuringEntityshalldeterminethesuccessfulTenderorTenderswhichhas/haveendeterminedto:

**a)** besubstantiallyresponsivetothetenderdocuments;

**b)** offerthelowestevaluatedcosttotheProcuringEntityforallitemsofGoodstobeprocuredbasedoneitherasingleContractorallmultipleContractscombined,asthecasemaybe,inaccordancewiththeITT13.6invitingTenderpricesanddiscounts,andprovisionsmadeoftheTenderDocumentforevaluationoftendersandawardofcontract(s);and

**c)** beofferedbyTendererorTenderersthatsubstantiallymeetthequalificationcriteriaapplicableforContractorcombinedContractsforwhichtheyareselected.

### 2.2 EvaluationofTenders

**PreliminaryexaminationforDeterminationofResponsiveness**

TheProcuringEntitywillstartbyexaminingalltenderstoensuretheymeetinallrespectstheeligibilitycriteriaandothermandatoryrequirementsintheITT,andthatthetenderiscompleteinallaspectsinmeetingtherequirementsprovidedfortheprelimin aryevaluationcriteriaoutlinedbelow.TheStandardTenderEvaluationReportDocumentforGoodsandWorksforevaluatingTendersprovidesveryclearguideonhowtodealwithreviewoftheserequirements.Tenderst hatdonotpassthePreliminaryExaminationwillbeconsiderednon-responsiveandwillnotbeconsideredfurther.

## EVALUATION CRITERIA

| INSTRUCTIONS TO TENDERERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|---|---|
| 23 | ***SECTION A).*** **MANDATORY REQUIREMENTS** |
| | M1. MUST Attach Certificate of Incorporation or Business Name Registration |
| | M2. Attach Valid Tax Compliance Certificate. |
| | M3. MUST Attach dully fill business questionnaire |
| | M4. MUST attach current company CR12 certificate. |
| | M5. MUST Attach dully fill Anti-corruption declaration form |
| | M6. Attach Valid Business permit |

| | |
|---|---|
| | M7. Dully filled form of tender |
| | **Note: Failure to meet the above requirements shall render the tenderer none responsive and shall not proceed to technical stage of evaluation.** |
| **2.1.1** | **OPEN TENDER.** |
| **2.18.1** | **TENDER CLOSING DATE: MONDAY 23RD NOVEMBER 2026 AS INDICATED IN IFMIS.** |

**PRICEEVALUATION**

ConsistentwithandinadditiontothecriterialistedinITT33.3andITT29.3;andITT34anditssubparagraphsthefollowingcriteriashallapply:

**22.1 Evaluation of Technical aspects of the Tender**

TheProcuringEntityshallevaluatetheTechnicalaspectsoftheTendertodeterminecompliancewiththeProcuringEntity'srequirementsunderSectionV'ScheduleofRequirement'andwhethertheTendersaresubstantiallyresponsivetotheTechnicalSpecificationsandotherRequirements.

## TECHNICAL EVALUATION CRITERIA

**Technical Evaluation shall comprise scoring of bidders under various attributes in the table below – Table of Scoring Matrix.** To earn maximum scores, a bidder must (1) provide supporting documents as per criteria (2) provide very precise/specific and relevant information as per criteria (3) provide as many/much information as possible to earn more points. **A bidder must score a minimum of 34 points to be considered for Financial Evaluation**

Table of Scoring Matrix

| s/no | Sub-Factor | Requirement | Maximum score | Awarded score |
|---|---|---|---|---|
| 1. | Financial Situation | | | |
| | Audited financial reports for the past two years (2024, & 2025) | Audited financial report for 2024 | 10 | |
| | | Audited financial report for 2025 | 10 | |
| | | | | |
| | Financial Capacity | | 20 | |
| 2. | EXPERIENCE | | | |
| | Contract implemented & completed in the past five (5) years on goods/services (2021 to 2025) | Information on past supplies and deliveries of goods/services. Bidders MUST provide (1) Offers Letters or Contract Letters/LPOs clearly stipulating the contract value/amounts in question, Qualification Information Form (choose either of the qualification below): | | |
| | | Contracts value above KES 2M | 20 | |
| | | Contracts value up to KES 0.5-2M | 10 | |
| | | Contracts below to KES 0.5 M | 5 | |
| | PAST & SPECIFIC EXPERIENCE | | 20 | |
| 3. | Dully filled and stamped Price list/specifications | | 20 | |
| 4. | Manufacturer's Authorization | Dully filled and stamped Manufacturer's Authorization | N/A | |
| | TOTAL SCORES | | 75 | |

***NOTE: Only tenders that score 40% on technical evaluation will qualify to have their proposals for financials evaluated. Those scoring below 40% will be disqualified at this stage. Award will be given to the lowest evaluated responsive bidder.***

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

**22 Evaluation Criteria (Other Factors) (ITT33.6)**

The Procuring Entity's evaluation of a Tender may take into account, inaddition to the Tender Price quoted in accordance with ITT13.8, one or more of the following factors as specified in ITT33.2 (d) and in TDSITT33.6**,** using the following criteria and methodologies.

a) **Delivery schedule**.

TheGoodsspecifiedintheListofGoodsarerequiredtobedeliveredwithintheacceptabletimerange(aftertheearliestandbeforethefinaldate,bothdatesinclusive)specifiedinSectionV,ScheduleofRequirements.Nocreditwillbegiventodeliveriesbeforetheearliestdate,andTendersofferingdeliveryafterthefinaldateshallbetreatedasnon-responsive.Withinthisacceptableperiod,anadjustmentof[insertheadjustmentfactor],willbeadded,forevaluationpurposesonly,totheTenderpriceofTendersofferingdelivieslaterthanthe"EarliestDeliveryDate"specifiedinSectionV,ScheduleofRequirements.

*b)* **Deviationinpaymentschedule**.

i) tenderersshallstatetheirTenderpriceforthepaymentscheduleoutlinedintheSCC.Tendersshallbeevaluatedonthebasisofthisbaseprice.tenderersare,however,permittedtostateanalternativepaymentscheduleandindicatethereductioninTenderpricetheywishtoofferforsuchalternativepaymentschedule.TheProcuringEntitymayconsiderthealternativepaymentscheduleandthereducedTenderpriceofferedbythetendererselectedonthebasisofthebasepriceforthepaymentscheduleoutlinedintheSCC.

c) **Cost of major replacement components**,

Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered indicatingforeachitemofsparepart therecommendedquantityandunit,andtotalCIPfinaldestination prices required during the initial period of operation specified in the TDS 15.4.The prices offered shall notexceedtheprevailingpriceschargedtootherpartiesbytheTenderer.Thecostofsuchsparepartswill not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare partstotheTendererthatissuccessfulforthesupplyofGoods,byselectingatitsoption,fromtheTender's listofrecommendedspareparts,suchitemsandquantitiesagainsteachastheProcuringEntitymaydeem appropriate at the unit prices indicated by the Tenderer but not exceeding ----% (present) of the cost of Goods[normallynotmorethan10%or15%.]

**AvailabilityinKenya**ofsparepartsandaftersalesservicesforequipmentofferedin the Tender. Anadjustmentequaltothecosttothe ProcuringEntityofestablishingtheminimumservicefacilitiesandpartsinventoriesifquotedseparately,shallbeaddedtotheTenderprice,forevaluationpurposesonly.

Specific additional criteria

[Otherspecificadditionalcriteriatobeconsideredintheevaluation,andtheevaluationmethodshallbedetailedinTDS34.6][If specific**sustainableprocurementtechnicalrequirements**havebeenspecifiedinSectionVII-Specification,**either**statethat(i)thoserequirementswillbeevaluatedonapass/fail(compliancebasis)**or**otherwise(ii)inadditiontoevaluatingthoserequirementsonapass/fail(compliancebasis),ifapplicable,specifythemonetaryadjustmentstobeappliedtoTenderPricesforcomparisonpurposesonaccountofTendersthatexceedthespecifiedminimumsustainableprocurementtechnicalrequirements.]

**224. MultipleContracts(ITT33.4)**

MultiplecontractswillbepermittedinaccordancewithITT33.4.TenderersareevaluatedonbasisofLotsandthelowestevaluatedtendereridentifiedforeachLot.TheProcuringEntitywillselectoneOptionofthetwoOptionslistedbelowforawardofContracts.

**OPTION1**

i) IfatendererwinsonlyoneLot,thetendererwillbeawardedacontractforthatLot,providedthetenderermeetsthe

EligibilityandQualificationCriteriaforthatLot.

ii) IfatendererwinsmorethanoneLot,thetenderwillbeawardedcontractsforallwonLots,providedthetenderermeetstheaggregateEligibilityandQualificationCriteriaforalltheLots.Thetendererwillbeawardedthecombinationof Lotsforwhichthetendererqualifiesandtheotherswillbeconsideredforawardtosecondlowestthetenderers.

**OPTION2**

TheProcuringEntitywillconsiderallpossiblecombinationsofwonLots[contract(s)]anddeterminethecombinationswiththelowestevaluatedprice.TenderswillthenbeawardedtotheTendererorTenderersinthecombinationsprovidedthetenderermeetstheaggregateEligibilityandQualificationCriteriaforallthewonLots.

**2.25. Alternative Tenders**

**(ITT13.1)**

"ATenderermaysubmitanalternativeTenderonlywithaTenderforthebasecase.TheProcuringEntityshallonlyconsiderthealternativeTendersofferedbytheTendererwhoseTenderforthebasecasewasdeterminedtobethe LowestEvaluatedTender."

**3. MARGINOFPREFERENCE**

**3.1** IftheTDSsospecifies,theProcuringEntitywillgrantamarginofpreferenceof15%(fifteenpercent)toTenderersofferinggoodsmanufactured,mined,extracted,grown,assembledorsemi-processedinKenya.Goodsassembledorsemi-processedinKenyashallhavealocalcontentofnotlessthan40%.

**3.2** Themarginofpreferencewillbeappliedinaccordancewith,andsubjectto,thefollowingprovisions:

**a)** Tenderersapplyingforsuchpreferenceongoodsofferedshallprovide,aspartofthedataforqualification,suchinformation,includingdetailsofthegoodsproducedinKenya,soastodeterminewhether,accordingtotheclassification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.

**b)** AfterTendershavebeenreceivedandreviewedbytheProcuringEntity,goodsofferedintheresponsiveTendersshallbeassessedtoascertaintheyaremanufactured,mined,extracted,grown,assembledorsemi-processedinKenya.Responsivetendersshallbeclassifiedintothefollowinggroups:

i) **GroupA:**TendersofferinggoodsmanufacturedinKenya,forwhich(a)labour,rawmaterials,andcomponentsfromwithinKenyaaccountformorethanforty(40)percentoftheEx-Worksprice;and (b)theproductionfacilityinwhichtheywillbemanufacturedorassembledhasbeenengagedinmanufacturingorassemblingsuchgoodsatleastsincethedateofTendersubmissiondate;

ii) **GroupB:**AllotherTendersofferingGoodsmanufacturedinKenya;

*iii)* **GroupC:**TendersofferingGoodsmanufacturedoutsideKenyathathavebeenalreadyimportedorthatwillbeimported.

**c)** TofacilitatethisclassificationbytheProcuringEntity,theTendershallcompletewhicheverversionofthePriceScheduleincludedintheTenderDocumentsisappropriate.IncorrectclassificationmayrendertheTendernon-responsiveasnoreclassificationwillbepermittedafterTenderopening.Tenderersshallprovidecorrectinformationespeciallywithrespecttoduties,taxesetc.paidonpreviouslyimportedGoodsandpercentageoflocallabour,materialsandcomponentsforGoodsmanufacturedinKenyaasanyfalseinformationwhichcannotbesupportedbydocumentationmayrendertheTendernon-responsivebesidesothersanctionsforprovidingfalsifiedinformation.

**d)** TheProcuringEntitywillfirstreviewtheTenderstoconfirmtheappropriatenessoftheTendergroupclassificationtowhichTenderersassignedtheirTendersinpreparingtheirTenderFormsandPriceSchedules.

**e)** AllevaluatedTendersineachgroupwillthenbecomparedtodeterminethelowestevaluatedTenderofeachgroup.SuchlowestevaluatedTendersshallbecomparedwitheachotherandifasaresultofthiscomparisonaTenderfromGroupAorGroupBisthelowest,itshallbeselectedfortheaward.

**f)** IfasaresultoftheprecedingcomparisonthelowestevaluatedTenderisaTenderfromGroupC,allTendersfromGroupCshallbefurthercomparedwiththelowestevaluatedTenderfromGroupAafteraddingtotheevaluatedpriceofgoodsofferedineachTenderfromGroupC,forthepurposeofthisfurthercomparisononly,anamountequalto15%(fifteenpercent)oftherespectiveCIPTenderpriceforgoodstobeimportedandalreadyimportedgoods.Bothpricesshallincludeunconditionaldiscountsandbecorrectedforarithmeticalerrors.IftheTenderfromGroupAisthelowest,itshallbeselectedforaward.Ifnot,thelowestevaluatedTenderfromGroupCshallbeselectedasperparagraph(e)above."

**3.3 Post-QualificationCriteria(ITT37.1)**

Incasethetenderwasnotsubjecttopre-qualification,thetenderthathasbeendeterminedtobethelowestevaluatedtenderershallbeconsideredforcontractaward,subjecttomeetingeachofthefollowingconditions(postqualificationCriteriaappliedonaGO/NOGObasis).TheProcuringEntityshallcarryoutthepost-qualificationoftheTenderinaccordancewithITT37,usingonlytherequirementsspecifiedherein.RequirementsnotincludedinthetextbelowshallnotbeusedintheevaluationoftheTenderer'squalifications.Theminimumqualificationrequirementsformultiplecontractswillbethesumoftheminimumrequirementsforrespectiveindividualcontracts,unlessotherwisespecified.

**3.4 IftheTendererisamanufacturer**

**a) FinancialCapability**

i) TheTendershalldemonstratethatithasaccessto,orhasavailable,liquidassets,unencumberedrealassets,linesofcredit,andotherfinancialmeans(independentofanycontractualadvancepayment)sufficienttomeetthesupplycashflowofKenyaShillings _____[or equivalent].

ii) MinimumaverageannualsupplyturnoverofKenyaShillings _____*[insertamount,specifyafigureabout2.5timesthetotalTenderprice)]or*equivalentcalculatedastotalcertifiedpaymentsreceivedforcontractsofgoodsmanufacturedandsuppliedwithinthelast_____ _____*[insertnumberofyears)*.Incaseofmultiplecontracts,limitationwillbeplacedonthenumberofitem(s)thatwillbeawardedtotheTenderer.

**b) ExperienceandTechnicalCapacity**

TheTendershallfurnishdocumentaryevidencetodemonstratethatitmeetsthefollowingexperiencerequirement(s)usingtheformprovidedinSectionIV.IncasetheTendererisaJV,experienceanddemonstratedtechnicalcapacityofonlytheJVshallbetakenintoaccountandnotofindividualmembersnortheirindividualexperience/capacitywillbeaggregatedunlessallmembersoftheJVhavebeenmanufacturingandsupplyingGoodsofferedintheTendertothesametechnology,processing,design,materials,specifications,modelnumber,etc.inallrespectssuchthatGoodsmanufacturedhavethesamefunctionalcharacteristics,performanceparameters,outputsandotherguaranteesandfullyinterchangeablewhichshallbedocumentedalongwithotherrequireddocumentsdemonstratingcapacitytothesatisfactionoftheProcuringEntityincaseindividualmembersclaimexperience.Otherwise,documentsevidencingexperienceandtechnicalcapacityshallbeinthenameoftheJVthatsubmittedtheTender.WherevertheWords“SimilarGoods”havebeenuseditincludesupgrades,latestandimprovedversionsormodelsofsimilarspecificationsandtechnology.RefertoFormExp-1toprovidetherequiredinformation.

(Optional)DocumentaryEvidenceofUsageofGoods(Whenappropriate)
TheTendershallfurnishdocumentaryevidencesatisfactorytotheProcuringEntitytodemonstratethatsimilarGoodsasofferedintheTenderhavebeeninsuccessfuluseoroperation.
IftheTendererisaJV,theevidenceofdemonstratedusageofGoodssuppliedinthepastshallbeinthenameoftheJV.

**3.5 IfTendererisaSupplier:**

IfaTendererisaSupplierofferingtheGoodsonbehalfoforfromaManufacturerunderManufacturer'sAuthorizationForm(SectionIV,TenderingForms),theManufacturershalldemonstratetheabovequalifications4.2(b)(i),(ii),and(iii)andtheTendershalldemonstrateitmeetsthefollowingcriteria.

i) TheTendershalldemonstratethatithasaccessto,orhasavailable,liquidassets,unencumberedrealassets,linesofcredit,andotherfinancialmeans .

ii) Hassatisfactorilyandsubstantiallycompletedcontract(s)ofasimilarnatureeitherwithinKenya,theEastAfricanCommunityorabroad,asaprimesupplierorajointventuremember.

iii) Tenderer(Supplieror/andmanufacturer,andeachmemberofJVincasetheTendererisaJV,shalldemonstratethatNon-performanceofacontractdidnotoccurasaresultofthedefaultoftheTenderer,manufacturerorthememberofJVasthecasemaybe,inthelast 5years.ThereqTuiredinformationshallbefurnishedasperformCON-2].

**3.6 PendingLitigation**

Financialpositionandprospectivelong-termprofitabilityoftheSingleTenderer,andinthecasetheTendererisaJV,ofeachmemberoftheJV,shallremainsoundaccordingtocriteriaestablishedwithrespecttoFinancialCapabilityunderparagraphI(i)aboveassumingthatallpendinglitigationwillberesolvedagainsttheTenderer.Tenderershallprovideinformationonpendinglitigationsasper FormCON-2.

4.6. **LitigationHistory**

Thereshallbenoconsistenthistoryofcourt/arbitralawarddecisionsagainsttheTenderer,inthelast 5 years.Allpartiestothecontractshallfurnishtheinformationontherelated Form(CON-2)aboutanylitigationorarbitrationresultingfromcontractscompletedorongoingunderitsexecutionovertheyearsspecified.AconsistenthistoryofawardsagainsttheTendereroranymemberofa JVmayresultinrejectionofthetender.

6 SECTIONIV-TENDERINGFORMS

FormofTenderTendererInformationFormTendererJVMembersInformationForm

PriceSchedule:GoodsManufacturedOutsideKenya,tobeImportedPriceSchedule:GoodsManufacturedOutsideKenya,alreadyimportedPriceSchedule:GoodsManufacturedinKenyaPriceandCompletionSchedule –

RelatedServicesFormofTenderSecurity – DemandGuaranteeFormofTenderSecurity(TenderBond)

FormofTender-SecuringDeclarationManufacturer'sAuthorizationForm

## FORMOFTENDER

***INSTRUCTIONSTOTENDERERS***

*i) TheTenderermustprepare thisFormofTenderonstationerywithitsletterheadclearlyshowingtheTenderer'scomplet enameandbusinessaddress.*

*ii) AllitalicizedtextistohelpTendererinpreparingthisform.*

*iii) TenderermustcompleteandsignCERTIFICATEOFINDEPENDENTTENDERDETERMINATIONandtheSELF DECLARATIONOFTHETENDERERattachedtothisFormofTender.*

**DateofthisTendersubmission**:.....*[insertdate(asday,monthandyear)ofTendersubmission]***TenderN**

**ameandIdentification**:.....*[insertidentification]***AlternativeNo.**:.....*[i*

*nsertidentificationNoifthisisaTenderforanalternative]*

To: Baringo county Governmentp.o Box 53-30400 kabarnet

a) **Noreservations:**WehaveexaminedandhavenoreservationstotheTenderingdocument,includingAddendaissuedi naccordancewithInstructionstotenderers(ITT7);

b) **Eligibility**:WemeettheeligibilityrequirementsandhavenoconflictofinterestinaccordancewithITT3;

c) **Tender/Proposal-SecuringDeclaration**:WehavenotbeensuspendednordeclaredineligiblebytheProcuringEntitybasedonexecutio nofaTender-SecuringDeclaration.
or
Proposal-SecuringDeclarationinKenyainaccordancewithITT3.6;

d) **Conformity:**WeoffertosupplyinconformitywiththeTenderingdocumentandinaccordancewiththeDeliverySche dulesspecifiedintheScheduleofRequirementsthefollowingGoods:[*insertabriefdescriptionoftheGoodsandRelat edServices*];

e) **TenderPrice**:ThetotalpriceofourTender,excludinganydiscountsofferedinitem (f)belowis:

Option1,incaseofonelot:Totalpriceis:*[insertthetotalpriceoftheTenderinwordsandfigures,indicatingthevariousa mountsandtherespectivecurrencies]:*

or

Option2,incaseofmultiplelots:(a)Totalpriceofeachlot[*insertthetotalpriceofeachlotinwordsandfigures,indicatin gthevariousamountsandtherespectivecurrencies*];and(b)Totalpriceofalllots(sumofalllots)[*insertthetotalpriceo falllotsinwordsandfigures,indicatingthevariousamountsandtherespectivecurrencies*];

f) **Discounts**:Thediscountsofferedandthemethodologyfortheirapplicationare:

i) Thediscountsofferedare:[*Specifyindetaileachdiscountoffered.*]

ii) Theexactmethodofcalculationstodeterminethenetpriceafterapplicationofdiscountsareshownbelow:[*Spec ifyindetailthemethodthatshallbeusedtoapplythediscounts*];

g) **TenderValidityPeriod**:OurTendershallbevalidfortheperiodspecifiedinTDS17.1(asamended,ifapplicable)from thedatefixedfortheTendersubmissiondeadlinespecifiedinTDS21.1(asamended,ifapplicable),anditshallremainb indinguponusandmaybeacceptedatanytimebeforetheexpirationofthatperiod;

**(h)**

**PerformanceSecurity**:IfourTenderisaccepted,wecommittoobtainaperformancesecurityinaccordance withtheTenderingdocument;

i) **OneTenderpertenderer**:WearenotsubmittinganyotherTender(s)asanindividualtenderer,andwearenotparticipatinginanyotherTender(s)asaJointVenturemember,orasasubcontractor,andmeettherequirementsofITT3.9,otherthanalternativeTenderssubmittedinaccordancewithITT12;

j) **SuspensionandDebarment**:We,alongwithanyofoursubcontractors,suppliers,consultants,manufacturers,orserviceprovidersforanypartofthecontract,arenotsubjectto,andnotcontrolledbyanyentityorindividualthatissubjectto,atemporarysuspensionoradebarmentimposedbytheProcuringEntity.Further,wearenotineligibleundertheKenyalawsorofficialregulationsorpursuanttoadecisionoftheUnitedNationsSecurityCouncil;

*k)* **State-ownedenterpriseorinstitution**:*[selecttheappropriateoptionanddeletetheother][Wearenotastate-ownedenterpriseorinstitution]/[Weareastate-ownedenterpriseorinstitutionbutmeettherequirementsofITT3.7];*

*l)* **Commissions,gratuities,fees:**Wehavepaid,orwillpaythefollowingcommissions,gratuities,orfeeswithrespecttotheTenderingprocessorexecutionoftheContract:*[insertcompletenameofeachRecipient,itsfulladdress,thereasonforwhicheachcommissionorgratuitywaspaidandtheamountandcurrencyofeachsuchcommissionorgratuity]*

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

(Ifnonehasbeenpaidoristobepaid,indicate“none.”)

m) **BindingContract**:WeunderstandthatthisTender,togetherwithyourwrittenacceptancethereofincludedinyourLetterofAcceptance,shallconstituteabindingcontractbetweenus,untilaformalcontractispreparedandexecuted;

n) **ProcuringEntityNotBoundtoAccept**:WeunderstandthatyouarenotboundtoacceptthelowestevaluatedcostTender,theBestEvaluatedTenderoranyotherTenderthatyoumayreceive;and

o) **FraudandCorruption**:WeherebycertifythatwehavetakenstepstoensurethatnopersonactingforusoronourbehalfengagesinanytypeofFraudandCorruption.

(p) **CodeofEthicalConduct**:WeundertaketoadherebytheCodeofEthicsforPersonsParticipatinginPublicProcurementandAssetDisposal,copyavailablefrom_____(*specifywebsite*)duringtheprocurementprocessandtheeexecutionofanyresultingcontract.

(q) **Collusivepractices**:Weherebycertifyandconfirmthatthetenderisgenuine,non-collusiveandmadewiththeintentionofacceptingthecontractifawarded.Tothiseffectwehavesignedthe“CertificateofIndependenttenderDetermination”attachedbelow.

(r) We,theTenderer,havecompletedfullyandsignedthefollowingFormsaspartofourTender:

a) Tenderer'sEligibility;ConfidentialBusinessQuestionnaire–toestablishwearenotinanyconflicttointerest.

b) CertificateofIndependentTenderDetermination–todeclarethatwecompletedthetenderwithoutcolludingwithothertenderers.

c) Self-DeclarationoftheTenderer–todeclarethatwewill,ifawardedacontract,notengageinanyformoffraudandcorruption.

d) DeclarationandcommitmenttotheCodeofEthicsforPersonsParticipatinginPublicProcurementandAssetDisposal.

Further,weconfirmthatwehavereadandunderstoodthefullcontentandscopeoffraudandcorruptionasinformedin **“Appendix1-FraudandCorruption**”attachedtotheFormofTender.

**Nameofthetenderer**:*[*insertcompletenameofthetenderer*]

**NameofthepersondulyauthorizedtosigntheTenderonbehalfofthetenderer**:**[*insertcompletenameofpersondulyauthorizedtosigntheTender*]

**TitleofthepersonsigningtheTender**:[*insertcompletetitleofthepersonsigningtheTender*]**Signatureoftheperso**

**nnamedabove**:[*insertsignatureofpersonwhosenameandcapacityareshownabove*]**Datesigned**[*insertdateofsig*

*ning*]**dayof**[*insertmonth*],[*insertyear*]

*:InthecaseoftheTendersubmittedbyaJointVenturespecifythenameoftheJointVentureastenderer.

**:PersonsigningtheTendershallhavethepowerofattorneygivenbythetenderer.Thepowerofattorneyshallbeattachedwith theTenderSchedules.

## CERTIFICATEOFINDEPENDENTTENDERDETERMINATION

I,theundersigned,insubmittingtheaccompanyingLetterofTendertothe_____
_____*[NameofProcuringEntity]*for:
_____*[Nameandnumberoftender]*inres
ponsetotherequestfortendersmadeby:_____
_____*[NameofTenderer]*doherebymake
thefollowingstatementsthatIcertifytobetrueandcompleteineveryrespect:

Icertify,onbehalfof_____*[NameofTenderer]*that:

1. IhavereadandIunderstandthecontentsofthisCertificate;

2. IunderstandthattheTenderwillbedisqualifiedifthisCertificateisfoundnottobetrueandcompleteineveryrespect;

3. Iamtheauthorizedrepresentativeofthe Tendererwithauthoritytosignthis Certificate,andtosubmittheTenderonbeha lfoftheTenderer;

4. ForthepurposesofthisCertificateandtheTender,Iunderstandthattheword“competitor”shallincludeanyindividualo rorganization,otherthantheTenderer,whetherornotaffiliatedwiththeTenderer,who:
   a) hasbeenrequestedtosubmitaTenderinresponsetothisrequestfortenders;
   b) couldpotentiallysubmitatenderinresponsetothisrequestfortenders,basedontheirqualifications,abilitiesore xperience;

5. TheTendererdisclosesthat[checkoneofthefollowing,asapplicable]:
   a) TheTendererhasarrivedattheTenderindependentlyfrom,andwithoutconsultation,communication,agreem entorarrangementwith,anycompetitor;
   b) theTendererhasenteredintoconsultations,communications,agreementsorarrangementswithoneormoreco mpetitorsregardingthisrequestfortenders,andtheTendererdiscloses,intheattacheddocument(s),completed etailsthereof,includingthenamesofthecompetitorsandthenatureof,andreasonsfor,suchconsultations,com munications,agreementsorarrangements;

6. Inparticular,withoutlimitingthegeneralityofparagraphs(5)(a)or(5)(b)above,therehasbeennoconsultation,comm unication,agreementorarrangementwithanycompetitorregarding:
   a) prices;
   b) methods,factorsorformulasusedtocalculateprices;
   c) theintentionordecisiontosubmit,ornottosubmit,atender;or
   d) thesubmissionofatenderwhichdoesnotmeetthespecificationsoftherequestfor Tenders;exceptasspecifically disclosedpursuanttoparagraph(5)(b)above;

7. Inaddition,therehasbeennoconsultation,communication,agreementorarrangementwithanycompetitorregardingt hequality,quantity,specificationsordeliveryparticularsoftheworksorservicestowhichthisrequestfortendersrelate s,exceptasspecificallyauthorizedbytheprocuringauthorityorasspecificallydisclosedpursuanttoparagraph(5)(b)a bove;
8. thetermsoftheTenderhavenotbeen,andwillnotbe,knowinglydisclosedbytheTenderer,directlyorindirectly,toanyc ompetitor,priortothedateandtimeoftheofficialtenderopening,oroftheawardingoftheContract,whichevercomesfir st,unlessotherwiserequiredbylaworasspecificallydisclosedpursuanttoparagraph(5)(b)above.

Name

_____

Title

_____

Date_____

**SELF-DECLARATIONFORMS**

## FORM SD1

## SELFDECLARATIONTHATTHEPERSON/TENDERERISNOTDEBARREDINTHEMATTER OFTHEPUBLICPROCUREMENT ANDASSETDISPOSAL ACT2015.

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/Directorof .....*(insert name of the Company)* who is a Bidder in respect of **Tender No.** .....for.....*(insert tender title/description)* for.....*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been cak
3. red from participating in procurementproceedingunderPartIVoftheAct.

4. THATwhatisdeponedtohereinaboveistruetothebestofmyknowledge,informationandbelief.

| | | |
|---|---|---|
| ……. | ……..…. | ..... …… |
| (Title) | (Signature) | (Date) |

Bidder Official Stamp

## FORM SD2

**SELFDECLARATIONTHATTHEPERSON/TENDERERWILLNOTENGAGEINANYCORRUPTORFRAUDULENTPRACTICE**

I,.....ofP.O.Box.....beingaresidentof.....intheRepublicof.....doherebymakeastatementasfollows:-

1. THATIamtheChiefExecutive/ManagingDirector/PrincipalOfficer/Directorof..... …..……..……*(insertnameoftheCompany)*whoisaBidderinrespectof**TenderNo**.....for.....*(inserttendertitle/description)* for.....*(insertnameoftheProcuringentity)*anddulyauthorizedandcompetenttomakethisstatement.

2. THATtheaforesaidBidder,itsservantsand/oragents/subcontractorswillnotengageinanycorruptorfraudulentpracticeandhasnotbeenrequestedtopayanyinducementtoanymemberoftheBoard,Management,Staffand/oremployeesand/oragentsof……..*(insertnameoftheProcuringentity)*whichistheprocuringentity.

3. THATtheaforesaidBidder,itsservantsand/oragents/subcontractorshavenotofferedanyinducementtoanymemberoftheBoard,Management,Staffand/oremployeesand/oragentsof……..*(nameoftheprocuringentity)*.

4. THATtheaforesaidBidderwillnotengage/hasnotengagedinanycorrosivepracticewithotherbiddersparticipatinginthesubjecttender.

5. THATwhatisdeponedtohereinaboveistruetothebestofmyknowledgeinformationandbelief.

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

Bidder'sOfficialStamp

## DECLARATIONANDCOMMITMENTTOTHECODEOFETHICS

I.....(person) onbehalfof***(Nameofthe Business/Company/Firm***).....declarethatIhavereadandfullyunderstoodthecontentsofthePublicProcurement&AssetDisposalAct,2015,RegulationsandtheCodeofEthicsforpersonsparticipatinginPublicProcurementandAssetDisposalandmyresponsibilitiesundertheCode.

IdoherebycommittoabidebytheprovisionsoftheCodeofEthicsforpersonsparticipatinginPublicProcurementandAssetDisposal.

NameofAuthorizedsignatory.....

Sign…….....

Position.....

Officeaddress……Telephone…….....…….

E-mail…….....……

NameoftheFirm/Company…….....……

Date…….....……

**(CompanySeal/RubberStampwhereapplicable)**

WitnessName…….....……

…….

Sign…….....……

Date…….....……

## APPENDIX1-FRAUDANDCORRUPTION

*(Appendix1shallnotbemodified)*

### 1. Purpose

1.1 TheGovernmentofKenya'sAnti-CorruptionandEconomicCrimelawsandtheirsanction'spoliciesandprocedures,PublicProcurementandAssetDisposalAct*(no.33of2015)*anditsRegulation,andanyotherKenya'sActsorRegulationsrelatedtoFraudandCorruption,andsimilaroffences,shallapplywithrespecttoPublicProcurementProcessesandContractsthataregovernedbythelawsofKenya.

### 2. Requirements

2.1 TheGovernmentofKenyarequiresthatallpartiesincludingProcuringEntities,Tenderers,(applicants/proposers),Consultants,ContractorsandSuppliers;anySub-contractors,Sub-consultants,ServiceprovidersorSuppliers;anyAgents(whetherdeclaredornot);andanyoftheirPersonnel,involvedandengagedinprocurementunderKenya'sLawsandRegulation,observethehigheststandardofethicsduringtheprocurementprocess,selectionandcontractexecutionofallcontracts,andrefrainfromFraudandCorruptionandfullycomplywithKenya'slawsandRegulationsasperparagraphs1.1above.

2.2 Kenya'spublicprocurementandassetdisposalact*(no.33of2015)*underSection66describesrulestobefollowedandactionstobetakenindealingwithCorrupt,Coercive,Obstructive,CollusiveorFraudulentpractices,andConflictsofInterestinprocurementincludingconsequencesforoffencescommitted.Afewoftheprovisionsnotedbelowhighlight Kenya'spolicyofnotoleranceforsuchpracticesandbehavior:

1) apersontowhomthisActappliesshallnotbeinvolvedinanycorrupt,coercive,obstructive,collusiveorfraudulentpractice;orconflictsofinterestinanyprocurementorassetdisposalproceeding;
2) Apersonreferredtoundersubsection(1)whocontravenestheprovisionsofthatsub-sectioncommitsanoffence;
3) Withoutlimitingthegeneralityofthesubsection(1)and(2),thepersonshallbe—
   a) disqualifiedfromenteringintoacontractforaprocurementorassetdisposalproceeding;or
   b) ifacontracthasalreadybeenenteredintowiththeperson,thecontractshallbevoidable;
4) Thevoidingofacontractbytheprocuringentityundersubsection(7)doesnotlimitanylegalremedytheprocuringentitymayhave;
5) Anemployeeoragentoftheprocuringentityoramemberoftheboardorcommitteeoftheprocuringentitywhohasaconflictofinterestwithrespecttoaprocurement:-
   a) shallnottakepartintheprocurementproceedings;
   b) shallnot,afteraprocurementcontracthasbeenenteredinto,takepartinanydecisionrelatingtotheprocurementorcontract;and
   c) shallnotbeasubcontractorforthebiddertowhomwasawardedcontract,oramemberofthegroupofbidderstowhomthecontractwasawarded,butthesubcontractorappointedshallmeetalltherequirementsofthisAct.

6) Anemployee,agentormemberdescribedinsubsection(1)whorefrainsfromdoinganythingprohibitedunderthatsubsection,butforthatsubsection,wouldhavebeenwithinhisorherdutiesshalldisclosetheconflictofinteresttotheprocuringentity;

7) Ifapersoncontravenessubsection(1)withrespecttoaconflictofinterestdescribedinsubsection(5)(a)andthecontractisawardedtothepersonorhisrelativeortoanotherpersoninwhomoneofthemhadadirectorindirectpecuniaryinterest,thecontractshallbeterminatedandallcostsincurredbythepublicentityshallbemadegoodbytheawardingofficer.Etc.

2.3 IncompliancewithKenya'slaws,regulationsandpoliciesmentionedabove,theProcuringEntity:

a) Definesbroadly,forthepurposesoftheaboveprovisions,thetermssetforthbelowasfollows:
   i) “corruptpractice”istheoffering,giving,receiving,orsoliciting,directlyorindirectly,ofanythingofvaluetoinfluenceimproperlytheactionsofanotherparty;

ii) “fraudulentpractice”isanyactoromission,includingmisrepresentation,thatknowinglyorrecklesslymisleads,orattemptstomislead,apartytoobtainfinancialorotherbenefitortoavoidanobligation;

iii) “collusivepractice”isanarrangementbetweentwoormorepartiesdesignedtoachieveanimproperpurpose,includingtoinfluenceimproperlytheactionsofanotherparty;

iv) “coercivepractice”isimpairingorharming,orthreateningtoimpairorharm,directlyorindirectly,anypartyorthepropertyofthepartytoinfluenceimproperlytheactionsofaparty;

v) “obstructivepractice”is:

- deliberatelydestroying,falsifying,altering,orconcealingofevidencematerialtotheinvestigationormakingfalsestatementstoinvestigatorsinordertomateriallyimpedeinvestigationbyPublicProcurementRegulatoryAuthority(PPRA)oranyotherappropriateauthorityappointedbyGovernmentofKenyaintoallegationsofacorrupt,fraudulent,coercive,orcollusivepractice;and/orthreatening,harassing,orintimidatinganypartytopreventitfromdisclosingitsknowledgeofmattersrelevanttotheinvestigationorfrompursuingtheinvestigation;or

- actsintendedtomateriallyimpedetheexerciseofthePPRA'sortheappointedauthority'sinspectionandauditrightsprovidedforunderparagraph2.3e.below.

b) Definesmorespecifically,inaccordancewiththeaboveprocurementActprovisionssetforthforfraudulentandcollusivepracticesasfollows:

"fraudulentpractice"includesamisrepresentationoffactinordertoinfluenceaprocurementordisposalprocessortheexerciseofacontracttothedetrimentoftheprocuringentityorthetendererorthecontractor,andincludescollusivepracticesamongsttendererspriortooraftertendersubmissiondesignedtoestablishtenderpricesatartificialnon-competitivelevelsandtodeprivetheprocuringentityofthebenefitsoffreeandopencompetition.

c) Rejectsaproposalforaward[1]ofacontractifPPRAdeterminesthatthefirmorindividualrecommendedforaward,anyofitspersonnel,oritsagents,oritssub-consultants,sub-contractors,serviceproviders,suppliersand/ortheiremployees,has,directlyorindirectly,engagedincorrupt,fraudulent,collusive,coercive,orobstructivepracticesincompetingforthecontractinquestion;

d) PursuanttotheKenya'sabovestatedActsandRegulations,maysanctionordebarorrecommendtoappropriateauthority(ies)forsanctioninganddebarmentofafirmorindividual,asapplicableundertheActsandRegulations;

e) RequiresthataclausebeincludedinTenderdocumentsandRequestforProposaldocumentsrequiring(i)Tenderers(applicants/proposers),Consultants,Contractors,andSuppliers,andtheirSub-contractors,Sub-consultants,Serviceproviders,Suppliers,Agentspersonnel,permitthePPRAoranyotherappropriateauthorityappointedbyGovernmentofKenyatoinspect[2]allaccounts,recordsandotherdocumentsrelatingtotheprocurementprocess,selectionand/orcontractexecution,andtohavethemauditedbyauditorsappointedbythePPRAoranyotherappropriateauthorityappointedbyGovernmentofKenya;and

f) PursuanttoSection62oftheaboveAct,requiresApplicants/Tendererstosubmitalongwiththeir Applications/Tenders/Proposalsa“Self-DeclarationForm”asincludedintheprocurementdocumentdeclaringthattheyandallpartiesinvolvedintheprocurementprocessandcontractexecutionhavenotengaged/willnotengageinanycorruptorfraudulentpractices.

**TENDERERINFORMATIONFORM**

*[Thetendershallfillinthisforminaccordancewiththeinstructionsindicatedbelow.Noalterationstoitsformatshallbepermittedandnosubstitutionsshallbeaccepted.]*

Date:.....*[insertdate(asday,monthandyear)ofTendersubmission*]

**TenderNameandIdentification**:.....[*insertidentification*

AlternativeNo.:.....*[insertidentificationNoifthisisaTenderforanalternative]*Pag

e_____of_____pages

| |
|---|
| 1.Tenderer'sName*[insert Tenderer's legal name]* |
| 2.In case of JV, legal name of each member:*[insert legal name of each member in JV]* |
| 3.Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4.Tenderer'syear of registration: *[insert Tenderer's year of registration]* |
| 5.Tenderer'sAddress in country of registration: *[insert Tenderer's legal address in country of registration]* |
| 6.Tenderer's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*<br>☐ For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority in accordance with ITT 3.14.<br>☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT3.4.<br>☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1.<br>☐ In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:<br>(i) Legal and financial autonomy<br>(ii) Operation under commercial law<br>(iii) Establishing that the tenderer is not under the supervision of the Procuring Entity<br><br>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

## TENDERER'SELIGIBILITY-CONFIDENTIALBUSINESSQUESTIONNAIREFORM

a) InstructiontoTenderer

Tenderisinstructedtocompletetheparticularsrequiredin thisForm,*oneformforeachentityifTenderisaJV.*Tendererisfurther remindedthatitisanoffencetogivefalseinformationonthisForm.

### A. Tenderer'sdetails

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

**GeneralandSpecificDetails**

b) SoleProprietor,providethefollowingdetails.

Nameinfull_____Age

_____Nationality____CountryofOrigin

_____Citizenship_____

_____

c) Partnership,providethefollowingdetails.

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

(d) RegisteredCompany,providethefollowingdetails.

i) PrivateorpublicCompany_____

ii) StatethenominalandissuedcapitaloftheCompany:-

NominalKenyaShillings(Equivalent).....I

ssuedKenyaShillings(Equivalent).....

iii) GivedetailsofDirectorsasfollows.

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

e) DISCLOSUREOFINTEREST-InterestoftheFirminthe ProcuringEntity.

i) Arethereanyperson/personsin.....(*NameofProcuringEntity)* whohasaninterestorrelationshipinthisfirm?Yes/No.....Ify

es,providedetailsasfollows.

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

**ii) Conflictofinterestdisclosure**

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

OnbehalfoftheTenderer,Icertifythattheinformationgivenaboveiscorrect.

FullName

_____

TitleorDesignation

*(Signature)* *(Date)*

## TENDERER'SJVMEMBERS INFORMATIONFORM

*[Thetendershallfillinthis Forminaccordancewiththeinstructionsindicatedbelow.Thefollowingtableshallbefilledinfor thetendererandforeachmemberofaJointVenture]].*

Date:.....*[insertdate(asday,monthandyear)ofTendersubmission]*.

**TenderNameandIdentification**:.....*[insertidentification*AlternativeNo.:.....*[insertidentifi cationNoifthisisaTenderforanalternative]*.

Page_____of_____pages

| |
|---|
| 1. Tenderer's Name: *[insert Tenderer's legal name]* |
| 2. Tenderer's JV Member's name: *[insert JV's Member legal name]* |
| 3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]* |
| 4. Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]* |
| 5. Tenderer's JV Member's legal address in country of registration:*[insert JV's Member legal address in country of registration]* |
| 6. Tenderer's JV Member's authorized representative information<br>Name: *[insert name of JV's Member authorized representative]*<br>Address: *[insert address of JV's Member authorized representative]*<br>Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]*<br>Email Address: *[insert email address of JV's Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation (or equivalent documents of constitutionorassociation),and/orregistration documents of the legal entity named above, in accordance with ITT 4.4.<br>☐ 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 ITT4.6.<br>8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

## PriceScheduleForms

*[Thetenderershallfillinthese**PriceSchedule**Formsinaccordancewiththeinstructionsindicated.Thelistoflineitemsincolumn1of**the**PriceSchedules**shallcoincidewiththeListofGoodsandRelatedServicesspecifiedbytheProcuringEntityintheScheduleofRequirements.]*

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

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | Date: _____<br>_____<br>Alternative No: _____<br>PageN° _____of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Line Item N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price CIP *[insert place of destination]* in accordance with ITT 14.8(b)(i) | CIP Priceper line item (Col. 5x6) | Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination specified in TDS | Total Price perLine item (Col.7+8) |
| *[insert number of the item]* | *[insertnameof good]* | *[insert countryof originof the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price CIP per unit]* | *[insert total CIP price per line item]* | *[insert the corresponding price per line item]* | *[insert total price of the line item]* |
| | | | | | | | | |
| | | | | | | | Total Price | |

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

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

| (Group C Tenders, Goods already imported)<br>Currencies in accordance with ITT 15 | | | | | | | | | Date: _____<br>ITT No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Line Item N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) | Custom Duties and Import Taxes paid per unit in accordance with ITT 14.8(c)(ii), [to be supported by documents] | Unit Price net of custom duties and import taxes, in accordance with ITT 14.8 (c) (iii) (Col. 6 minus Col.7) | Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) (Col. 5×8) | Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 14.8 (c)(v) | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 14.8(c)(iv) | Total Price per line item (Col. 9+10) |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per unit]* | *[insert custom duties and taxes paid per unit]* | *[insert unit price net of custom duties and import taxes]* | *[ insert price per line item net of custom duties and import taxes]* | *[insert price per line item for inland transportation and other services required in* Kenya*]* | *[insert sales and other taxes payable per item if Contract is awarded]* | *[insert total price per line item]* |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | Total Tender Price | |

**Price Schedule: Goods Manufactured in Kenya**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Kenya<br>_____<br>Nameoftenderer.....*[insertcompletenameoftenderer]*.....Signatureoftenderer.....*[signatureofpersonsigningtheTender]*Date..... | | | | (Group A and B Tenders)<br>Currencies in accordance with ITT15 | | | | Date:<br>_____<br>ITT No: *[insertdate]*<br>Alternative No:<br>_____<br>Page N° _____ of _____ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Line Item N° | Description of Goods | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price EXW | Total EXW price per line item (Col. 4×5) | Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination | Cost of local labor, raw materials and components from with origin in Kenya % of Col. 5 | Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.8(a)(ii) | Total Price per line item (Col. 6+7) |
| *[insert number of theitem]* | *[insert name of Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert EXW unit price]* | *[insert total EXW price per line item]* | *[insert the corresponding price per line item]* | *[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]* | *[insert sales and other taxes payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | Total Price | |

**Price and Completion Schedule – Related Services**

| Currencies in accordance with ITT15 | | | | | Date: _____<br>ITTNo: _____<br>AlternativeNo: _____<br>PageN° _____of _____ | |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N° | Description of Services (excludes inland transportation and other services required in Kenya to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6 or estimate) |
| *[insert number of the Service]* | *[insert name of Services]* | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert total price per item]* |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Tender Price | | |

Nameoftenderer.....*[insertcompletenameoftenderer]*Signatureoftenderer.....*[signatureofpersonsigningtheTender]*Date.....*[insertdate]*

**FORMOFTENDERSECURITY-DEMANDBANKGUARANTEE**

**Beneficiary:**_____

**ITTNo:**_____

**Date:**_____

**TENDERGUARANTEENo.:**_____

**Guarantor:**_____

1. Wehavebeeninformedthat (hereinaftercalled"theApplicant")hassubmittedorwillsubmittotheBeneficiaryitsTender(hereinaftercalled"theTender")fortheexecutionof_____underRequestforTendersNo._ (“theITT”).

2. Furthermore,weunderstandthat,accordingtotheBeneficiary'sconditions,TendersmustbesupportedbyaTenderguarantee.

3. AttherequestoftheApplicant,we,asGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumorsumsnotexceedingintotalanamountof_____*(* )uponreceiptbyusoftheBeneficiary'scomplyingdemand,supportedbytheBeneficiary'sstatement,whetherinthedemanditselforaseparatesigneddocumentaccompanyingoridentifyingthedemand,statingthateithertheApplicant:
   a) haswithdrawnitsTenderduringtheperiodofTendervaliditysetforthintheApplicant'sLetterofTender(“theTenderValidityPeriod”),oranyextensiontheretoprovidedbytheApplicant;or
   b) havingbeennotifiedoftheacceptanceofitsTenderbytheBeneficiaryduringtheTenderValidityPeriodoranyextensiontheretoprovidedbytheApplicant,(i)hasfailedtoexecutethecontractagreement,or(ii)hasfailedtofurnishthePerformance.

4. Thisguaranteewillexpire:(a)iftheApplicantisthesuccessfulTenderer,uponourreceiptofcopiesofthecontractagreementsignedbytheApplicantandthePerformanceSecurityand,or(b)iftheApplicantisnotthesuccessfulTenderer,upontheearlierof(i)ourreceiptofacopyoftheBeneficiary'snotificationtotheApplicantoftheresultsoftheTenderingprocess;or(ii)twenty-eightdaysaftertheendoftheTenderValidityPeriod.

5. Consequently,anydemandforpaymentunderthisguaranteemustbereceivedbyusattheofficeindicatedaboveonorbeforethatdate.

_____

*[signature(s)]*

**FORMOFTENDERSECURITY(TENDERBOND)**

*[TheSuretyshallfillinthisTenderBondForminaccordancewiththeinstructionsindicated.]*

BONDNO._____

1. BYTHISBOND.....*[nameoftenderer]*asPrincipal(hereinaftercalled"thePrincipal"),and..... .....*[name,legaltitle,andaddressofsurety],***authorizedtotransactbusinessin***[nameofcountryofProcuringEntity],*asSurety(hereinaftercalled"theSurety"),areheldandfirmlyboundunto.....*[nameofProcuringEntity]*asObligee(hereinaftercalled"theProcuringEntity")inthesumof.....*[amountofBond][1][amountinwords]*,forthepaymentofwhichsum,wellandtrulytobemade,we,thesaidPrincipalandSurety,bindourselves,oursuccessorsandassigns,jointlyandseverally,firmlybythesepresents.

2. WHEREASthePrincipalhassubmittedorwillsubmitawrittenTendertotheProcuringEntitydatedthe _____day_____of_____,20_____,forthesupplyof _____*[nameofContract]*(hereinaftercalledthe"Tender").

3. NOW,THEREFORE,THECONDITIONOFTHISOBLIGATIONissuchthatifthePrincipal:

   a) haswithdrawnitsTenderduringtheperiodofTendervaliditysetforthinthePrincipal'sLetterofTender("theTenderValidityPeriod"),oranyextensiontheretoprovidedbythePrincipal;or

   b) havingbeennotifiedoftheacceptanceofitsTenderbytheProcuringEntityduringtheTenderValidityPeriodoranyextensiontheretoprovidedbythePrincipal;(i)failedtoexecutetheContractagreement;or (ii)hasfailedtofurnishthePerformanceSecurity,inaccordancewiththeInstructionstotenderers("ITT")oftheProcuringEntity'sTenderingdocument.

   thentheSuretyundertakestoimmediatelypaytotheProcuringEntityuptotheaboveamountuponreceiptoftheProcuringEntity'sfirstwrittendemand,withouttheProcuringEntityhavingtosubstantiateitsdemand,providedthatinitsdemandtheProcuringEntityshallstatethatthedemandarisesfromtheoccurrenceofanyoftheaboveevents,specifyingwhichevent(s)hasoccurred.

4. TheSuretyherebyagreesthatitsobligationwillremaininfullforceandeffectuptoandincludingthedate30daysafterthedateofexpirationoftheTenderValidityPeriodsetforthinthePrincipal'sLetterofTenderoranyextensiontheretoprovidedbythePrincipal.

5. INTESTIMONYWHEREOF,thePrincipalandtheSuretyhavecausedthesepresentstobeexecutedintheirrespective namesthis_____dayof_____20_____.

Principal:__CorporateSeal(whereappropriate)  Surety:_____

_____  _____

*(Signature)*  *(Signature)*

*(Printednameandtitle)*  *(Printednameandtitle)*

[1]TheamountoftheBondshallbedenominatedinthecurrencyKenyashillingsortheequivalentamountinafreelyconvertiblecurrency.

## FORMOFTENDER-SECURINGDECLARATION

*[TheBiddershallcompletethisForminaccordancewiththeinstructionsindicated]*

Date:. . . . . *[insertdate(asday,monthandyear)ofTenderSubmission]*

TenderNo.:.....*[insertnumberoftenderingprocess]*

To:.....*[insertcompletenameofPurchaser]*I

/We,theundersigned,declarethat:

1. I/Weunderstandthat,accordingtoyourconditions,bidsmustbesupportedbyaTender-SecuringDeclaration.

2. I/WeacceptthatI/wewillautomaticallybesuspendedfrombeingeligiblefortenderinginanycontractwiththePurchaserfortheperiodoftimeof.....*[insertnumberofmonthsoryears]*startingon.....*[insertdate]*,ifweareinbreachofourobligation(s)underthebidconditions,becausewe–
(a)havewithdrawnourtenderduringtheperiodoftendervalidityspecifiedbyusintheTenderingDataSheet;or(b)havingbeennotifiedoftheacceptanceofourBidbythePurchaserduringtheperiodofbidvalidity,(i)failorrefusetoexecutetheContract,ifrequired,or(ii)failorrefusetofurnishthePerformanceSecurity,inaccordancewiththeinstructionstotenders.

3. I/WeunderstandthatthisTenderSecuringDeclarationshallexpireifwearenotthesuccessfulTenderer(s),upontheearlierof:
   a) ourreceiptofacopyofyournotificationofthenameofthesuccessfulTenderer;or
   b) thirtydaysaftertheexpirationofourTender.

4. I/WeunderstandthatifIam/weare/inaJointVenture,theTenderSecuringDeclarationmustbeinthenameoftheJointVenturethatsubmitsthebid,andtheJointVenturehasnotbeenlegallyconstitutedatthetimeofbidding,theTenderSecuringDeclarationshallbeinthenamesofallfuturepartnersasnamedintheletterofintent.

Signed:……..…….....

Capacity/title(directororpartnerorsoleproprietor,etc.)…….…….....

Name:…….....

Dulyauthorizedtosignthebidforandonbehalfof:.....*[insertcompletenameofTenderer]*.Datedon.

.....dayof.....*[Insertdateofsigning]*.

Sealorstamp.

## MANUFACTURER'SAUTHORIZATIONFORM

*[ThetendershallrequiretheManufacturertofillinthisForminaccordancewiththeinstructionsindicated.Thisletterofauthorizationshouldbeontheletterhead oftheManufacturerandshouldbesignedbyapersonwiththeproperauthoritytosigndocumentsthatarebindingontheManufacturer.Thetendershallincludeitinits Tender,ifsoindicatedinthe**TDS.**]*

Date:.....*[insertdate(asday,monthandyear)ofTendersubmission]*

ITTNo.:.....*[insertnumberofITTprocess]*AlternativeNo.:.....*[inserti*

*dentificationNoifthisisaTenderforanalternative]*

To:.....*[insertcompletenameofProcuringEntity]*

WHEREAS

We.....*[insertcompletenameofManufacturer],*whoareofficialmanufacturersof.....*[inserttypeofgoodsmanufactured],*havingfactoriesat[insertfulladdressofManufacturer'sfactories],doherebyauthorize*[insertcompletenameoftenderer]*tosubmitaTenderthepurposeofwhichistoprovidethefollowingGoods,manufacturedbyus.....*...[insertnameandorbriefdescriptionoftheGoods],*andtosubsequentlynegotiateandsigntheContract.

WeherebyextendourfullguaranteeandwarrantyinaccordancewithClause28oftheGeneralConditionsofContract,withrespecttotheGoodsofferedbytheabovefirm.

Signed:.....*[insertsignature(s)ofauthorizedrepresentative(s)oftheManufacturer]*

Name:.....*[insertcompletename(s)ofauthorizedrepresentative(s)oftheManufacturer]*

Title:.....*[inserttitle]*

Datedon_____dayof_____,_____*[insertdateofsigning]*

# PART2: SUPPLYREQUIREMENTS

## Section V-Schedule of Requirements

### Notes for Preparing the Schedule of Requirements

TheScheduleofRequirementsshallbeincludedintheTenderingdocumentbytheProcuringEntity,andshallcover,ataminimum,adescriptionofthegoodsandservicestobesuppliedandthedeliveryschedule.

TheobjectiveoftheScheduleofRequirementsistoprovidesufficientinformationtoenabletendererstopreparetheirTenders efficientlyandaccurately,inparticular,thePriceSchedule,forwhichaformisprovidedinSectionIV.Inaddition,theSchedule ofRequirements,togetherwiththePriceSchedule,shouldserveasabasisintheeventofquantityvariationatthetimeofawardo fcontractpursuanttoITT42.1.

Thedateorperiodfordeliveryshouldbecarefullyspecified,takingintoaccount(a)theimplicationsofdeliverytermsstipulate dintheInstructionstotendererspursuanttothe*Incoterms*rulesthat“delivery”takesplacewhengoodsaredelivered**tothefina lplaceofdelivery**,and(b)thedateprescribedhereinfromwhichtheProcuringEntity'sdeliveryobligationsstart(i.e.,noticeof award,contractsignature,openingorconfirmationoftheletterofcredit).

## 1. ListofGoodsandDeliverySchedule

| LineItem N° | Description of Goods | Quantity | Physical unit | Final Destination as specified in TDS | Delivery(as per Incoterms) Date | | |
|---|---|---|---|---|---|---|---|
| | | | | | Earliest Delivery Date | Latest Delivery Date | Tenderer's offered Delivery date [*to be provided by the tenderer*] |
| | | | | | | | |
| 1. | Supply of Motor Vehicle, Motor Cycle and Plants Equipment Spare Parts. | AWR | AS PER THE PROVIDED SPECIFICATIOS | BARINGO COUNTY GOVERNMENT (ALL DEPT'S) | AS PER THE CONTRACT SIGNED AGREEMENT | AS PER CONTRACT SIGNED AGREEMENT | |

## 2. Technical Specifications

2.1 ThepurposeoftheTechnicalSpecifications(TS),istodefinethetechnicalcharacteristicsoftheGoodsandRelatedServicesrequiredbytheProcuringEntity.TheProcuringEntityshallpreparethedetailedTSconsiderthat:

i) TheTSconstitutethebenchmarksagainstwhichtheProcuringEntitywillverifythetechnicalresponsivenessofTendersandsubsequentlyevaluatetheTenders.Therefore,well-definedTSwillfacilitatepreparationofresponsiveTendersbytenderers,aswellasexamination,evaluation,anddcomparisonoftheTendersbytheProcuringEntity.

ii) TheTSshallrequirethatallgoodsandmaterialstobeincorporatedinthegoodsbenew,unused,andofthemostrecentorcurrentmodels,andthattheyincorporateallrecentimprovementsindesignandmaterials,unlessprovidedforotherwiseinthecontract.

iii) TheTSshallmakeuseofbestpractices.SamplesofspecificationsfromsuccessfulsimilarprocurementsinthesamecountryorsectormayprovideasoundbasisfordraftingtheTS.

iv) ThePPRAencouragestheuseofmetricunits.

v) Standardizingtechnicalspecificationsmaybeadvantageous,dependingonthecomplexityofthegoodsandtherepetitivenessofthetypeofprocurement.TechnicalSpecificationsshouldbebroadenoughtoavoidrestrictionsonworkmanship,materials,andequipmentcommonlyusedinmanufacturingsimilarkindsofgoods.

vi) Standardsforequipment,materials,andworkmanshipspecifiedintheTenderingdocumentshallnotberestrictive.Recognizedinternationalstandardsshouldbespecifiedasmuchaspossible.Referencetobrandnames,catalogueenumbers,orotherdetailsthatlimitanymaterialsoritemstoaspecificmanufacturershouldbeavoidedasfaraspossible.Whereunavoidable,suchitemdescriptionshouldalwaysbefollowedbythewords“orsubstantiallyequivalent.”WhenotherparticularstandardsorcodesofpracticearereferredtointheTS,whetherfromtheProcuringEntity'sorfromothereligiblecountries,astatementshouldfollowotherauthoritativestandardsthatensureatleastasubstantiallyequalquality,thenthestandardsmentionedintheTSwillalsobeacceptable.

vii) Referencetobrandnamesandcataloguenumbersshouldbeavoidedasfaraspossible;whereunavoidablethewords“oratleastequivalent”shallalwaysfollowsuchreferences.

viii) TechnicalSpecificationsshallbefullydescriptiveoftherequirementsinrespectof,butnotlimitedto,thefollowing:

a) StandardsofmaterialsandworkmanshiprequiredfortheproductionandmanufacturingoftheGoods.

b) Anysustainableprocurementtechnicalrequirementsshallbeclearlyspecified.

2.2 Toencouragetenderers'innovationinaddressingsustainableprocurementrequirements,aslongastheTenderevaluationcriteriaspecifythemechanismformonetaryadjustmentsforthepurposeofTendercomparisons,tenderersmaybeinvitedtoofferGoodsthatexceedsthespecifiedminimumsustainableprocurementrequirements.

i) Detailedtestsrequired(typeandnumber).

ii) Otheradditionalworkand/orRelatedServicesrequiredtoachievefulldelivery/completion.

iii) DetailedactivitiestobeperformedbytheSupplier,andparticipationoftheProcuringEntitythereon.

iv) ListofdetailedfunctionalguaranteescoveredbytheWarrantyandthespecificationoftheliquidateddamagesto beappliedintheeventthatsuchguaranteesarenotmet.

2.3 TheTSshallspecifyallessentialtechnicalandperformancecharacteristicsandrequirements,includingguaranteedor acceptablemaximumorminimumvalues,asappropriate.Whenevernecessary,theProcuringEntityshallincludeana dditionalad-hocTenderingform(tobeanAttachmenttotheLetterofTender),wherethetenderershallprovidedetailedinformation onsuchtechnicalperformancecharacteristicsinrespecttothecorrespondingacceptableorguaranteedvalues.

WhentheProcuringEntityrequeststhatthetendererprovidesinitsTenderapartoralloftheTechnicalSpecifications,techn icalschedules,orothertechnicalinformation,theProcuringEntityshallspecifyindetailthenatureandextentoftherequire dinformationandthemannerinwhichithastobepresentedbythetendererinitsTender.

2.4 IfasummaryoftheTechnicalSpecifications(TS)hastobeprovided,theProcuringEntityshallinsertinformationinthet ablebelow.Thetendershallprepareasimilartabletojustifycompliancewiththerequirements.

**SummaryofTechnicalSpecifications:**TheGoodsandRelatedServicesshallcomplywithfollowingTechnicalSpecific ationsandStandards:

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

**DetailedTechnicalSpecificationsandStandards**

## SUPPLY OF MOTOR VEHICLE, MOTOR CYCLE AND PLANTS EQUIPMENT SPARE PARTS.

### CATEGORY NO. 1: - TOYOTA LAND CRUISER HZJ79-71

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 2: - TOYOTA D/CAB KUN 25R

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | cylinder | | | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 3: - TOYOTA D/CAB LAN /66

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | kit | | | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | cylinder | | | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
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## CATEGORY NO.4: - NISSAN E 24, NISSAN MDHB ALMERA, NISSAN QASHQAI SJNJBA (1w)

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 5: - LAND ROVERS BUMA/110 (GENUINE PARTS)

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 6: - TOYOTA SALOON E42 – E52

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 7: - PEUGEOT 504 SALOON

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|

## CATEGORY NO. 8: - MITSUBISHI PAJERO MODEL V 32 VNDR

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 9: - PEUGEOT 504 S/WAGON

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 10: - NISSAN NAVARA D/CAB SE

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 11: - FORT RANGER D/C

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Air cleaner | No. | AWR | | | | | | |
| 2. | Oil filter | No. | AWR | | | | | | |
| 3. | Fuel filter | No. | AWR | | | | | | |
| 4. | Water pump | No. | AWR | | | | | | |
| 5. | Turbo Charger | No. | AWR | | | | | | |
| 6. | Brake pads | No. | AWR | | | | | | |
| 7. | Brake lining | No. | AWR | | | | | | |
| 8. | Starter | No. | AWR | | | | | | |
| 9. | Alternator | No. | AWR | | | | | | |
| 10. | Side lamps | No. | AWR | | | | | | |
| 11. | Head lights | No. | AWR | | | | | | |
| 12. | Clutch plate | No. | AWR | | | | | | |
| 13. | Pressure Plate | No. | AWR | | | | | | |
| 14. | Release bearing | No. | AWR | | | | | | |
| 15. | Tie-rod ends | No. | AWR | | | | | | |
| 16. | Rack ends | No. | AWR | | | | | | |
| 17. | Shock absorber front | No. | AWR | | | | | | |
| 18. | Rear shock absorbers | No. | AWR | | | | | | |
| 19. | Hand brake cable | No. | AWR | | | | | | |
| 20. | Rear mud guards | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 21 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 12: - DOZER SHANTUI SDZZ

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Air cleaner | No. | AWR | | | | | | |
| 2. | Oil filter | No. | AWR | | | | | | |
| 3. | Fuel filter | No. | AWR | | | | | | |
| 4. | Transmission filter | No. | AWR | | | | | | |
| 5. | Hydraulic filter | No. | AWR | | | | | | |
| 6. | Cutting blades | No. | AWR | | | | | | |
| 7. | End bit bolts | No. | AWR | | | | | | |
| 8. | Cutting blade boils | No. | AWR | | | | | | |
| 9. | Roller (Double) | No. | AWR | | | | | | |
| 10. | Roller (Single) | No. | AWR | | | | | | |
| 11. | Dozer lift cylinder seal | No. | AWR | | | | | | |
| 12. | Tilt arm seal | No. | AWR | | | | | | |
| 13. | Hydraulic pump | No. | AWR | | | | | | |
| 14. | Transmission pump | No. | AWR | | | | | | |
| 15. | Injector Nozzle | No. | AWR | | | | | | |
| 16. | Radiator cap | No. | AWR | | | | | | |
| 17. | Anticorrosion filter | No. | AWR | | | | | | |
| 18. | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 13:-MOTOR GRADER KOMATSU GD 555

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Air cleaner | No. | AWR | | | | | | |
| 2. | Oil filter | No. | AWR | | | | | | |
| 3. | Fuel filter | No. | AWR | | | | | | |
| 4. | Hydraulic filter | No. | AWR | | | | | | |
| 5. | Transmission filter | No. | AWR | | | | | | |
| 6. | Cutting blades | No. | AWR | | | | | | |
| 7. | Fan belt | No. | AWR | | | | | | |
| 8. | Cutting blade bolt | No. | AWR | | | | | | |
| 9. | Cutting blade | No. | AWR | | | | | | |
| 10. | End bits | No. | AWR | | | | | | |
| 11. | Nozzles | No. | AWR | | | | | | |

## CATEGORY NO. 14:-SHACMAN TIPPER LORRIES

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Air cleaner | No. | AWR | | | | | | |
| 2. | Oil filter | No. | AWR | | | | | | |
| 3. | Fuel filter primary | No. | AWR | | | | | | |
| 4. | Fuel filter Secondary | No. | AWR | | | | | | |
| 5. | Fan belt | No. | AWR | | | | | | |
| 6. | Wheel stands front | No. | AWR | | | | | | |
| 7. | Wheel stands rear | No. | AWR | | | | | | |
| 8. | Rear Hub oil seal | No. | AWR | | | | | | |
| 9. | Front Hub oil seal | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 10. | Brake lining front +Rivets | No. | AWR | | | | | | |
| 11. | Brake lining rear+ Rivets | No. | AWR | | | | | | |
| 12. | Brake chambers | No. | AWR | | | | | | |
| 13. | Main leaf spring | No. | AWR | | | | | | |
| 14. | 2nd leaf spring | No. | AWR | | | | | | |
| 15. | 3rd leaf spring | No. | AWR | | | | | | |
| 16. | Tail lamp | No. | AWR | | | | | | |
| 17 | Front side Lamp | No. | AWR | | | | | | |
| 18 | Head lights assembly | No. | AWR | | | | | | |
| 19 | Spring bushes | No. | AWR | | | | | | |
| 20 | Front shock absorbers | No. | AWR | | | | | | |
| 21 | Tie-rod end | No. | AWR | | | | | | |
| 22 | Stabilizer bushes | No. | AWR | | | | | | |
| 23. | Starter assembly | No. | AWR | | | | | | |
| 24. | Starter brushes | No. | AWR | | | | | | |
| 25 | Alternator brushes | No. | AWR | | | | | | |
| 26. | Rear mud guards | No. | AWR | | | | | | |
| 27 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 15.-TATA NOVUS DAEWOO PRIME MOVER

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Air cleaner Assembly | No. | AWR | | | | | | |
| 2. | Oil filter | No. | AWR | | | | | | |
| 3 | Fuel filter primary | No. | AWR | | | | | | |
| 4 | Fuel filter Secondary | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 5 | Brake linings front | No. | AWR | | | | | | |
| 6. | Brake lining Rear | No. | AWR | | | | | | |
| 7 | Brake cleansers | No. | AWR | | | | | | |
| 8. | Brake master cylinder | No. | AWR | | | | | | |
| 9 | Clutch plate | No. | AWR | | | | | | |
| 10 | Pressure Plate | No. | AWR | | | | | | |
| 11 | Release bearing | No. | AWR | | | | | | |
| 12 | Tie-rod ends | No. | AWR | | | | | | |
| 13 | Front shock absorber | No. | AWR | | | | | | |
| 14 | Rear shock absorbers | No. | AWR | | | | | | |
| 15 | Front main leaf spring | No. | AWR | | | | | | |
| 16 | 2nd leaf spring | No. | AWR | | | | | | |
| 17 | 3rd leaf spring | No. | AWR | | | | | | |
| 18 | 4th leaf spring | No. | AWR | | | | | | |
| 19 | Wheel cylinder front | No. | AWR | | | | | | |
| 20 | Wheel cylinder rear | No. | AWR | | | | | | |
| 21 | Tail lamps | No. | AWR | | | | | | |
| 22 | Front side lamp | No. | AWR | | | | | | |
| 23 | Head lights | No. | AWR | | | | | | |
| 24 | Front | No. | AWR | | | | | | |
| 25 | Rear mud guards | No. | AWR | | | | | | |
| 26 | Fan belt | No. | AWR | | | | | | |
| 27 | Steering pump | No. | AWR | | | | | | |
| 28. | Rear mud guards | No | AWR | | | | | | |
| 29. | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 16.-ROLLER

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Air cleaner | No. | AWR | | | | | | |
| 2. | Oil filter | No. | AWR | | | | | | |
| 3 | Fuel filter | No. | AWR | | | | | | |
| 4 | Transmission filter | No. | AWR | | | | | | |
| 5 | Brake | No. | AWR | | | | | | |
| 6 | Hydraulic filter | No. | AWR | | | | | | |

## CATEGORY NO. 17.-MITSUBISHI FUSO FJ TRUCKS

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Air cleaner | No. | AWR | | | | | | |
| 2. | Oil filter | No. | AWR | | | | | | |
| 3 | Fuel filter | No. | AWR | | | | | | |
| 4 | Brake linings front | No. | AWR | | | | | | |
| 5 | Brake lining Rear | No. | AWR | | | | | | |
| 6 | Brake master cylinder | No. | AWR | | | | | | |
| 7 | Clutch master cylinder | No. | AWR | | | | | | |
| 8 | Front shock absorbers | No. | AWR | | | | | | |
| 9 | Front main leaf spring | No. | AWR | | | | | | |
| 10 | 2nd leaf spring | No. | AWR | | | | | | |
| 11 | 3rd leaf spring | No. | AWR | | | | | | |
| 12 | 4th leaf spring | No. | AWR | | | | | | |
| 13 | Centre bolt | No. | AWR | | | | | | |
| 14 | Brake cleanser | No. | AWR | | | | | | |
| 15 | Wheel cylinder front seal | No. | AWR | | | | | | |
| 16 | Wheel cylinder | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | rear | | | | | | | | |
| 17 | Rear shock absorbers | No. | AWR | | | | | | |
| 18 | Spring bushes | No. | AWR | | | | | | |
| 19 | Pin bush | No. | AWR | | | | | | |
| 20 | Fan belt | No. | AWR | | | | | | |
| 21 | Tie-rod ends | No. | AWR | | | | | | |
| 22 | Clutch plate | No. | AWR | | | | | | |
| 23 | Pressure plate | No. | AWR | | | | | | |
| 24 | Release bearing | No. | AWR | | | | | | |
| 25 | Nozzle injector | No. | AWR | | | | | | |
| 26 | Power steering pump | No. | AWR | | | | | | |
| 27 | Head light | No. | AWR | | | | | | |
| 28 | Front side lamp | No. | AWR | | | | | | |
| 29 | Rear Tail lamps | No. | AWR | | | | | | |
| 30 | Rear Hub seals | No. | AWR | | | | | | |
| 31 | Stabilizer bushes | No. | AWR | | | | | | |
| 32. | Rear mud guards | No | AWR | | | | | | |
| 33 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 18: - KOMATSU &65 EX

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Air cleaner | No. | AWR | | | | | | |
| 2. | Oil filter | No. | AWR | | | | | | |
| 3. | Fuel filter | No. | AWR | | | | | | |
| 4. | Transmission filter | No. | AWR | | | | | | |
| 5. | Hydraulic filter | No. | AWR | | | | | | |
| 6. | Cutting blades | No. | AWR | | | | | | |
| 7. | End bit bolts | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 8. | Cutting blade boils | No. | AWR | | | | | | |
| 9. | Roller (Double) | No. | AWR | | | | | | |
| 10. | Roller (Single) | No. | AWR | | | | | | |
| 11. | Dozer lift cylinder seal | No. | AWR | | | | | | |
| 12. | Tilt arm seal | No. | AWR | | | | | | |
| 13. | Hydraulic pump | No. | AWR | | | | | | |
| 14. | Transmission pump | No. | AWR | | | | | | |
| 15. | Injector Nozzle | No. | AWR | | | | | | |
| 16. | Radiator cap | No. | AWR | | | | | | |
| 17. | Anticorrosion filter | No. | AWR | | | | | | |

## CATEGORY NO. 19: -TOYOTA CORROLA SALOON( E42-E52)

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Oil filter | No. | AWR | | | | | | |
| 2. | Fuel filter | No. | AWR | | | | | | |
| 3. | Air cleaner | No. | AWR | | | | | | |
| 4. | Brake pads (front) | No. | AWR | | | | | | |
| 5. | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6. | Ball joints lower and upper | No. | AWR | | | | | | |
| 7. | Tie rod ends | No. | AWR | | | | | | |
| 8. | Suspension bushes kit | No. | AWR | | | | | | |
| 9. | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 21: - SUBARU FORESTER

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Oil filter | No. | AWR | | | | | | |
| 2. | Fuel filter | No. | AWR | | | | | | |
| 3. | Air cleaner | No. | AWR | | | | | | |
| 4. | Brake pads (front) | No. | AWR | | | | | | |
| 5. | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6. | Ball joints lower and upper | No. | AWR | | | | | | |
| 7. | Tie rod ends | No. | AWR | | | | | | |
| 8. | Suspension bushes kit | No. | AWR | | | | | | |
| 9. | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | & lower | | | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 54 | ABS unit Assy. | No. | AWR | | | | | | |
| 55 | Air bag coil | No. | AWR | | | | | | |
| 56 | Steering Ruck | No. | AWR | | | | | | |
| 57 | Side mirror | No. | AWR | | | | | | |
| 58 | Rear lights grill | No. | AWR | | | | | | |
| 59 | Brake lining | No. | AWR | | | | | | |
| 60. | Front brake discs | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 61. | Hub oil seal front | No. | AWR | | | | | | |
| 62. | Hub oil seal Rear | No. | AWR | | | | | | |
| 63. | Main leaf spring | No. | AWR | | | | | | |
| 64. | Head light | No. | AWR | | | | | | |
| 65. | Tail Lamp | No. | AWR | | | | | | |
| 66. | Starter motor | No. | AWR | | | | | | |
| 67. | Alternator | No. | AWR | | | | | | |
| 68. | Rear mud guards | No. | AWR | | | | | | |
| 69. | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 21: - TOYOTA D/CAB LAN /66

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper &lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53. | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 22: -NISSAN X TRAIL

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 23: - TOYOTA -HIACE

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Oil filter | No. | AWR | | | | | | |
| 2. | Fuel filter | No. | AWR | | | | | | |
| 3. | Air cleaner | No. | AWR | | | | | | |
| 4. | Brake pads (front) | No. | AWR | | | | | | |
| 5. | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6. | Ball joints lower and upper | No. | AWR | | | | | | |
| 7. | Tie rod ends | No. | AWR | | | | | | |
| 8. | Suspension bushes kit | No. | AWR | | | | | | |
| 9. | Wiper blades | No. | AWR | | | | | | |
| 10. | Van belt | No. | AWR | | | | | | |
| 11. | Timing belt | No. | AWR | | | | | | |
| 12. | Universal joint. | No. | AWR | | | | | | |
| 13. | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14. | Heater plugs | No. | AWR | | | | | | |
| 15. | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16. | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjusterlock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO.24: - TOYOTA FORTUNER

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO.25: -MITSUBISHI L200

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 26: - EXCAVATOR SHANTUI-SE 220/SE220LC

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Air cleaner | No. | AWR | | | | | | |
| 2. | Oil filter | No. | AWR | | | | | | |
| 3. | Fuel filter | No. | AWR | | | | | | |
| 4. | Transmission filter | No. | AWR | | | | | | |
| 5. | Hydraulic filter | No. | AWR | | | | | | |
| 6. | Cutting blades | No. | AWR | | | | | | |
| 7. | End bit bolts | No. | AWR | | | | | | |
| 8. | Cutting blade boils | No. | AWR | | | | | | |
| 9. | Roller (Double) | No. | AWR | | | | | | |
| 10. | Roller (Single) | No. | AWR | | | | | | |
| 11. | Dozer lift cylinder seal | No. | AWR | | | | | | |
| 12. | Tilt arm seal | No. | AWR | | | | | | |
| 13. | Hydraulic pump | No. | AWR | | | | | | |
| 14. | Transmission pump | No. | AWR | | | | | | |
| 15. | Injector Nozzle | No. | AWR | | | | | | |
| 16. | Radiator cap | No. | AWR | | | | | | |
| 17. | Anticorrosion filter | No. | AWR | | | | | | |

## CATEGORY NO. 27: - BACK HOE HYUNDAI (H 940S)

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Air cleaner | No. | AWR | | | | | | |
| 2. | Oil filter | No. | AWR | | | | | | |
| 3. | Fuel filter | No. | AWR | | | | | | |
| 4. | Transmission filter | No. | AWR | | | | | | |
| 5. | Hydraulic filter | No. | AWR | | | | | | |
| 6. | Cutting blades | No. | AWR | | | | | | |
| 7. | End bit bolts | No. | AWR | | | | | | |
| 8. | Cutting blade boils | No. | AWR | | | | | | |
| 9. | Roller (Double) | No. | AWR | | | | | | |
| 10. | Roller (Single) | No. | AWR | | | | | | |
| 11. | Dozer lift cylinder seal | No. | AWR | | | | | | |
| 12. | Tilt arm seal | No. | AWR | | | | | | |
| 13. | Hydraulic pump | No. | AWR | | | | | | |
| 14. | Transmission pump | No. | AWR | | | | | | |
| 15. | Injector Nozzle | No. | AWR | | | | | | |
| 16. | Radiator cap | No. | AWR | | | | | | |
| 17. | Anticorrosion filter | No. | AWR | | | | | | |

## CATEGORY NO.28: - TOYOTA PRADO

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | cylinder | | | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 29: -MERCEDEZ BENZ (SPRINTR).

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Oil filter | No. | AWR | | | | | | |
| 2 | Fuel filter | No. | AWR | | | | | | |
| 3 | Air cleaner | No. | AWR | | | | | | |
| 4 | Brake pads (front) | No. | AWR | | | | | | |
| 5 | Brake shoe lining (Rear) | No. | AWR | | | | | | |
| 6 | Ball joints lower and upper | No. | AWR | | | | | | |
| 7 | Tie rod ends | No. | AWR | | | | | | |
| 8 | Suspension bushes kit | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 9 | Wiper blades | No. | AWR | | | | | | |
| 10 | Van belt | No. | AWR | | | | | | |
| 11 | Timing belt | No. | AWR | | | | | | |
| 12 | Universal joint. | No. | AWR | | | | | | |
| 13 | Shock absorber, front and rear | No. | AWR | | | | | | |
| 14 | Heater plugs | No. | AWR | | | | | | |
| 15 | Arm bushes upper & lower | No. | AWR | | | | | | |
| 16 | Spring bushes | No. | AWR | | | | | | |
| 17 | Rim (wheel) | No. | AWR | | | | | | |
| 18 | Tensioner | No. | AWR | | | | | | |
| 19 | Rear Hub bearing | No. | AWR | | | | | | |
| 20 | Front Hub bearing | No. | AWR | | | | | | |
| 21 | Centre bearing | No. | AWR | | | | | | |
| 22 | Idler | No. | AWR | | | | | | |
| 23 | Bearings | No. | AWR | | | | | | |
| 24 | A/C filter | No. | AWR | | | | | | |
| 25 | Rack ends | No. | AWR | | | | | | |
| 26 | Clutch plate | No. | AWR | | | | | | |
| 27 | Pressure plate | No. | AWR | | | | | | |
| 28 | upper arm bushes | No. | AWR | | | | | | |
| 29 | Spring bushes | No. | AWR | | | | | | |
| 30 | Upper& lower ball joints | No. | AWR | | | | | | |
| 31 | Pressing bushes | No. | AWR | | | | | | |
| 32 | Lower arm bushes | No. | AWR | | | | | | |
| 33 | Release bearing | No. | AWR | | | | | | |
| 34 | Wheel cylinder. | No. | AWR | | | | | | |
| 35 | Adjuster lock | No. | AWR | | | | | | |
| 36 | brake master cylinder | No. | AWR | | | | | | |
| 37 | brake master cylinder | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 38 | ABS unit Assy. | No. | AWR | | | | | | |
| 39 | Air bag coil | No. | AWR | | | | | | |
| 40 | Steering Ruck | No. | AWR | | | | | | |
| 41 | Side mirror | No. | AWR | | | | | | |
| 42 | Rear lights grill | No. | AWR | | | | | | |
| 43 | Brake lining | No. | AWR | | | | | | |
| 44 | Front brake discs | No. | AWR | | | | | | |
| 45 | Hub oil seal front | No. | AWR | | | | | | |
| 46 | Hub oil seal Rear | No. | AWR | | | | | | |
| 47 | Main leaf spring | No. | AWR | | | | | | |
| 48 | Head light | No. | AWR | | | | | | |
| 49 | Tail Lamp | No. | AWR | | | | | | |
| 50 | Starter motor | No. | AWR | | | | | | |
| 51 | Alternator | No. | AWR | | | | | | |
| 52 | Rear mud guards | No. | AWR | | | | | | |
| 53 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 30: ISUZU-FVZ LORRY WATER BOWSER.

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Air cleaner | No. | AWR | | | | | | |
| 2. | Oil filter | No. | AWR | | | | | | |
| 3 | Fuel filter | No. | AWR | | | | | | |
| 4 | Brake linings front | No. | AWR | | | | | | |
| 5 | Brake lining Rear | No. | AWR | | | | | | |
| 6 | Brake master cylinder | No. | AWR | | | | | | |
| 7 | Clutch master cylinder | No. | AWR | | | | | | |
| 8 | Front shock absorbers | No. | AWR | | | | | | |
| 9 | Front main leaf | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | spring | | | | | | | | |
| 10 | 2nd leaf spring | No. | AWR | | | | | | |
| 11 | 3rd leaf spring | No. | AWR | | | | | | |
| 12 | 4th leaf spring | No. | AWR | | | | | | |
| 13 | Centre bolt | No. | AWR | | | | | | |
| 14 | Brake cleanser | No. | AWR | | | | | | |
| 15 | Wheel cylinder front seal | No. | AWR | | | | | | |
| 16 | Wheel cylinder rear | No. | AWR | | | | | | |
| 17 | Rear shock absorbers | No. | AWR | | | | | | |
| 18 | Spring bushes | No. | AWR | | | | | | |
| 19 | Pin bush | No. | AWR | | | | | | |
| 20 | Fan belt | No. | AWR | | | | | | |
| 21 | Tie-rod ends | No. | AWR | | | | | | |
| 22 | Clutch plate | No. | AWR | | | | | | |
| 23 | Pressure plate | No. | AWR | | | | | | |
| 24 | Release bearing | No. | AWR | | | | | | |
| 25 | Nozzle injector | No. | AWR | | | | | | |
| 26 | Power steering pump | No. | AWR | | | | | | |
| 27 | Head light | No. | AWR | | | | | | |
| 28 | Front side lamp | No. | AWR | | | | | | |
| 29 | Rear Tail lamps | No. | AWR | | | | | | |
| 30 | Rear Hub seals | No. | AWR | | | | | | |
| 31 | Stabilizer bushes | No. | AWR | | | | | | |
| 32 | Rear mud guards | No. | AWR | | | | | | |
| 33 | Rim (wheel) | No. | AWR | | | | | | |

## CATEGORY NO. 31: - GENERAL CONSUMABLES

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| 1. | Engine oil diesel s15wd40 approved by sae. | Ltrs | AWR | | | | | | |
| | a) | | | | | | | | |
| | b) | | | | | | | | |
| | c) | | | | | | | | |
| 2. | Brake fluid | Ltrs | AWR | | | | | | |
| | a) | | | | | | | | |
| | b) | | | | | | | | |
| | c) | | | | | | | | |
| 3. | Grease | Kgs | AWR | | | | | | |
| | a) | | | | | | | | |
| | b) | | | | | | | | |
| | c) | | | | | | | | |
| 4. | Battery water | Ltrs | AWR | | | | | | |
| 5. | Gasoline engine oil sea APPROVED. 7000 | Ltrs | AWR | | | | | | |
| | a) | | | | | | | | |
| | b) | | | | | | | | |
| | c) | | | | | | | | |
| | d) | | | | | | | | |
| | e) | | | | | | | | |
| 6. | Service tags | No. | AWR | | | | | | |
| | **Motor Vehicle Batteries** | | | | | | | | |
| 7. | N 100 Wet Cell | No. | AWR | | | | | | |
| 8. | N 100 Dry Cell | No. | AWR | | | | | | |
| 9. | N 70 Wet Cell | No. | AWR | | | | | | |
| 10. | N 70 Dry Cell | No. | AWR | | | | | | |
| 11. | N 50 Wet Cell | No. | AWR | | | | | | |
| 12. | N 50 Dry Cell | No. | AWR | | | | | | |
| 13. | N 100 Wet Cell Maintenance | No. | AWR | | | | | | |

| ITEM Nº | SIZE | UNIT OF ISSUE | QUANTITY | BRAND NAME | COUNTRY OF ORIGIN | MODEL | PR | UNIT PRICE (KSHS.) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | Free | | | | | | | | |
| 14. | N 70 Wet Cell Maintenance Free | No. | AWR | | | | | | |
| 15. | N 50 Wet Cell Maintenance Free | No. | AWR | | | | | | |
| 16. | Dash board spray | No. | AWR | | | | | | |
| 17. | Radiator coolant | No. | AWR | | | | | | |
| 18. | Seat covers Toyota D/Cabin | No. | AWR | | | | | | |
| 19. | Floor covers Toyota D/Cabin | No. | AWR | | | | | | |

# PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

## SECTIONVI-GENERALCONDITIONSOFCONTRACT

### 1. Definitions

IntheConditionsofContract("theseConditions"),whichincludeSpecialConditions,PartsAandB,andtheseGeneral Conditions,thefollowingwordsandexpressionsshallhavethemeaningsstated.Wordsindicatingpersonsorpartiesin cludecorporationsandotherlegalentities,exceptwherethecontextrequiresotherwise.

a) "Contract"meanstheContractAgreemententeredintobetweentheProcuringEntityandtheSupplier,together withtheContractDocumentsreferredtotherein,includingallattachments,appendices,andalldocumentsinco rporatedbyreferencetherein.

b) "ContractDocuments"meansthedocumentslistedintheContractAgreement,includinganyamendmentsther eto.

c) "ContractPrice"meansthepricepayabletotheSupplierasspecifiedintheContractAgreement,subjecttosucha dditionsandadjustmentstheretoordeductionstherefrom,asmaybemadepursuanttotheContract.

d) "Day"meanscalendarday.

e) "Completion"meansthefulfilmentoftheRelatedServicesbytheSupplierinaccordancewiththetermsandcon ditionssetforthintheContract.

f) "GCC"meanstheGeneralConditionsofContract.

g) "Goods"meansallofthecommodities,rawmaterial,machineryandequipment,and/orothermaterialsthattheS upplierisrequiredtosupplytotheProcuringEntityundertheContract.

**h)** "ProcuringEntity"meanstheProcuringEntitypurchasingtheGoodsandRelatedServices,as**specifiedintheS CC.**

i) "RelatedServices"meanstheservicesincidentaltothesupplyofthegoods,suchasinsurance,delivery,installat ion,commissioning,trainingandinitialmaintenanceandothersuchobligationsoftheSupplierundertheContra ct.

j) "SCC"meanstheSpecialConditionsofContract.

k) "Subcontractor"meansanyperson,privateorgovernmententity,oracombinationoftheabove,towhomanypar toftheGoodstobesuppliedorexecutionofanypartoftheRelatedServicesissubcontractedbytheSupplier.

l) "Supplier"meanstheperson,privateorgovernmententity,oracombinationoftheabove,whoseTendertoperfor mtheContracthasbeenacceptedbytheProcuringEntityandisnamedassuchintheContractAgreement.

m) **"BaseDate"**meansadate30daypriortothesubmissionoftenders.

n) **"Laws"**meansallnationallegislation,statutes,ordinances,andregulationsandby-lawsofanylegallyconstitutedpublicauthority.

o) **"LetterofAcceptance"**meanstheletterofformalacceptance,signedbythecontractor.ProcuringEntity,inclu dinganyannexedmemorandacomprisingagreementsbetweenandsignedbybothParties.

p) **"ProcuringEntity"**meanstheEntitynamedintheSpecialConditionsofContract.

### 2. Interpretation

2.1. Ifthecontextsorequiresit,singularmeanspluralandviceversa.

2.2. Incoterms

a) Unlessinconsistentwithanyprovisionof theContract**,**themeaningofanytradetermandtherightsandobligations ofpartiesthereundershallbeasprescribedbyIncoterms**specifiedintheSCC**.

b) ThetermsEXWandCIPandothersimilarterms,whenused,shallbegovernedbytherulesprescribedinthecurrent editionofIncotermsspecifiedin**the SCC**andpublishedbytheInternationalChamberofCommerceinParis,France.

## 3. ContractDocuments

Subjecttotheorderofprecedencesetforthin theContractAgreement,alldocumentsformingtheContract(andallpartsthereof)areintendedtobecorrelative,complementary,andmutuallyexplanatory.TheContractAgreementshallbereadasawhole.ThedocumentsformingtheContractshallbeinterpretedinthefollowingorderofpriority:

a) theContractAgreement,
b) theLetterofAcceptance,
c) theGeneralConditionsofContract
d) SpecialConditionsofContract
e) theFormofTender,
f) theSpecificationsandSchedulesoftheDrawings(ifany),and
g) theSchedulesofRequirements,PriceScheduleandanyotherdocumentsformingpartoftheContract.

## 4. FraudandCorruption

3.1 Thesuppliershallcomplywithanti-corruptionlawsandguidelinesandtheprevailingsanctions,policiesandproceduresassetforthintheLawsofKenya.

3.2 TheSuppliershalldiscloseanycommissions,gratuityorfeesthatmayhavebeenpaidoraretobepaidtoagentsoranyotherpersonwithrespecttotheTenderingprocessorexecutionoftheContract.Theinformationdisclosedmustincludeatleastthenameandaddressoftheagentorotherparty,theamountandcurrency,andthepurposeofthecommission,gratuityorfee.

### 4.1 EntireAgreement

4.3.1 TheContractconstitutestheentireagreementbetweentheProcuringEntityandtheSupplierandsupersedesallcommunications,negotiationsandagreements(whetherwrittenororal)ofthepartieswithrespecttheretomadepriortothedateofContract.

### 4.2 Amendment

NoamendmentorothervariationoftheContractshallbevalidunlessitisinwriting,isdated,expresslyreferstotheContract,andissignedbyadulyauthorizedrepresentativeofeachpartythereto.

### 4.3 Non-waiver

a) SubjecttoGCCSub-Clause4.5(b)below,norelaxation,forbearance,delay,orindulgencebyeitherpartyinenforcinganyoftheterms andconditionsoftheContractorthegrantingoftimebyeitherpartytotheothershallprejudice,affect,orrestrictthe rightsofthatpartyundertheContract,neithershallanywaiverbyeitherpartyofanybreachofContractoperateas awaiverofanysubsequentorcontinuingbreachofContract.

b) Anywaiverofaparty'srights,powers,orremediesundertheContractmustbeinwriting,dated,andsignedbyan authorizedrepresentativeofthepartygrantingsuchwaiver,andmustspecifytherightandtheextenttowhichitisbeingwaived.

### 4.4 Severability

IfanyprovisionorconditionoftheContractisprohibitedorrenderedinvalidorunenforceable,suchprohibition,invalidityorunenforceabilityshallnotaffectthevalidityorenforceabilityofanyotherprovisionsandconditionsoftheContract.

## 5. Language

5.1 TheContractaswellasallcorrespondenceanddocumentsrelatingtotheContractexchangedbytheSupplierandthePr ocuringEntity,shallbewritteninthe**EnglishLanguage.**Supportingdocumentsandprintedliteraturethatarepartofth eContractmaybeinanotherlanguageprovidedtheyareaccompaniedbyanaccurateandcertifiedtranslationoftherele vantpassagesinthe**EnglishLanguage,**inwhichcase,forpurposesofinterpretationoftheContract,theEnglishlangu ageistranslationshallgovern.

5.2 TheSuppliershallbearallcostsoftranslationtothegoverninglanguageandallrisksoftheaccuracyofsuchtranslation, fordocumentsprovidedbytheSupplier.

## 6. JointVenture,ConsortiumorAssociation

6.1IftheSupplierisajointventure,consortium,orassociation,allofthepartiesshallbejointlyandseverallyliabletothePrcuri ngEntityforthefulfilmentoftheprovisionsoftheContractandshalldesignateonememberofthejointventure,consort ium,orassociationtoactasaleaderwithauthoritytobindthejointventure,consortium,orassociation.Thecompositio northeconstitutionofthejointventure,consortium,orassociationshallnotbealteredwithoutthepriorwrittenconsent oftheProcuringEntity.

## 7. Eligibility

7.1 TheSupplieranditsSubcontractorsshallhavethenationalityofaneligiblecountry.ASupplierorSub- contractorshallbedeemedtohavethenationalityofacountryifitisacitizenorconstituted,incorporated,orregistered, andoperatesinconformitywiththeprovisionsofthelawsofthatcountry.

7.2 AllGoodsandRelatedServicestobesuppliedundertheContractshallhavetheiroriginineligibleCountries.Forthepu rposeofthisClause,originmeansthecountrywherethegoodshavebeengrown,mined,cultivated,produced,manufac tured,orprocessed;orthroughmanufacture,processing,orassembly,anothercommerciallyrecognizedarticleresult sthatdifferssubstantiallyinitsbasiccharacteristicsfromitscomponents.

7.3 TheTenderer,ifaKenyanfirm,mustsubmitwithitstenderavalidtaxcompliancecertificatefromtheKenyaRevenueA uthority.

## 8. Notices

8.1 AnynoticegivenbyonepartytotheotherpursuanttotheContractshallbeinwritingtotheaddressspecifiedinthe**SCC.** Theterm“inwriting”meanscommunicatedinwrittenformwithproofofreceipt.

8.2 Anoticeshallbeeffectivewhendeliveredoronthenotice'seffectivedate,whicheverislater.

## 9. GoverningLaw

9.1 TheContractshallbegovernedbyandinterpretedinaccordancewiththelawsofKenya.

9.2 ThroughouttheexecutionoftheContract,theSuppliershallcomplywiththeimportofgoodsandservicesprohibitions inKenya:

a) where,asamatteroflaw,complianceorofficialregulations,Kenyaprohibitscommercialrelationswiththatcou ntryoranyimportofgoodsfromthatcountryoranypaymentstoanycountry,person,orentityinthatcountry;or

b) byanactofcompliancewithadecisionoftheUnitedNationsSecurityCounciltakenunderChapterVIIoftheCha rteroftheUnitedNations,Kenyaprohibitsanyimportofgoodsfromthatcountryoranypaymentstoanycountry, person,orentity.

## 10. SettlementofDisputes

10.1 TheProcuringEntityandtheSuppliershallmakeeveryefforttoresolveamicablybydirectnegotiationanydisagreeme ntordisputearisingbetweenthemunderorinconnectionwiththeContract.

10.2 If,afterthirty(30)days,thepartieshavefailedtoresolvetheirdisputeordifferencebysuchmutualconsultation,theneit hertheProcuringEntityortheSuppliermaygivenoticetotheotherpartyofitsintentiontocommence

arbitration,ashereinafterprovided,astothematterindispute,andnoarbitrationinrespectofthismattermaybecommencedunlesssuchnoticeisgiven.AnydisputeordifferenceinrespectofwhichanoticeofintentiontocommencearbitrationhasbeengiveninaccordancewiththisClauseshallbefinallysettledbyarbitration.Arbitrationmaybecommencedpriortoorafterdeliveryofthe GoodsunderthecContract.

**10.2 Arbitrationproceedingsshallbeconductedasfollows:**

10.2.1 AnyclaimordisputebetweenthePartiesarisingoutoforinconnectionwiththeContractnotsettledamicablyinaccordancewithSub-Clause10.1shallbefinallysettledbyarbitration.

10.2.2 Noarbitrationproceedingsshallbecommencedonanyclaimordisputewherenoticeofaclaimordisputehasnotbeengivenbytheapplyingpartywithinthirtydaysoftheoccurrenceordiscoveryofthematterorissuegivingrisetothedispute.

10.2.3 Notwithstandingtheissueofanoticeasstatedabove,thearbitrationofsuchaclaimordisputeshallnotcommenceunlessanattempthasinthefirstinstancebeenmadebythepartiestosettlesuchclaimordisputeamicablywithorwithouttheassistanceofthirdparties.Proofofsuchattemptshallberequired.

10.2.4 TheArbitratorshall,withoutprejudicetothegeneralityofhispowers,havepowerstodirectsuchmeasurements,computations,orvaluationsasmayinhisopinionbedesirableinordertodeterminetherightsofthepartiesandassessandawardanysumswhichoughttohavebeenthesubjectoforincludedinanyduepayments.

10.2.5 NeitherPartyshallbelimitedintheproceedingsbeforethearbitratorstotheevidence,ortothereasonsforthedisputegiveninitsnoticeofaclaimordispute.

10.2.6 Arbitrationmaybecommencedpriortoorafterdeliveryofthegoods.TheobligationsofthePartiesshallnotbealteredbyreasonofanyarbitrationbeingconducteduringtheprogressofthedeliveryofgoods.

10.2.7 Thetermsoftheremunerationofeachoralltheme mbersofArbitrationshallbemutuallyagreeduponbythePartieswhenagreeingthetermsofappointment.EachPartyshallberesponsibleforpayingone-halfofthisremuneration.

**10.3 ArbitrationProceedings**

10.3.1 ArbitrationproceedingswithnationalsupplierswillbeconductedinaccordancewiththeArbitrationLawsofKenya.Incaseofanyclaimordispute,suchclaimordisputeshallbenotifiedinwritingbyeitherpartytotheotherwitharequesttosubmitittoarbitrationandtoconcurintheappointmentofanArbitratorwithinthirtydaysofthenotice.Thedisputeshallbereferredtothearbitrationandfinaldecisionofapersonorpersonstobeagreedbetweentheparties.Failingagreementtoconcurintheappointmentofan Arbitrator,theArbitratorshallbeappointed,ontherequestoftheapplyingparty,bytheChairmanorViceChairmanofanyofthefollowingprofessionalinstitutions;

i) KenyaNationalChamberofCommerce

ii) CharteredInstituteofArbitrators(KenyaBranch)

iii) TheLawSocietyofKenya

10.3.2 Theinstitutionwrittentofirstbytheaggrievedpartyshalltakeprecedenceoverallotherinstitutions.

**10.3.3 AlternativeArbitrationProceedings**

Alternatively,thePartiesmayreferthemattertotheNairobiCentreforInternationalArbitration(NCIA)whichoffersaneutralvenuefortheconductofnationalandinternationalarbitrationwithcommitmenttoprovidinginstitutionalsupporttothearbitralprocess.

**10.4 ArbitrationwithForeignSuppliers**

10.4.1 ArbitrationwithforeignsuppliersshallbeconductedinaccordancewiththearbitrationrulesoftheUnitedNationsCommissiononInternationalTradeLaw(UNCITRAL);orwithproceedingsadministeredbytheInternationalChamberofCommerce(ICC)andconductedundertheICCRulesofArbitration;byoneormorearbitratorsappointedinaccordancewithsaidarbitrationrules.

10.4.2 Theplaceofarbitrationshallbealocationspecifiedinthe**SCC;**andthearbitrationshallbeconductedinthelanguagefo rcommunicationsdefinedinSub-Clause1.4[LawandLanguage].

**10.5 AlternativeArbitrationProceedings**

Alternatively,thePartiesmayreferthemattertotheNairobiCentreforInternationalArbitration(NCIA)whichoffers aneutralvenuefortheconductofnationalandinternationalarbitrationwithcommitmenttoprovidinginstitutionalsu pporttothearbitralprocess.

**10.6 FailuretoComplywithArbitrator'sDecision**

10.6.1 TheawardofsuchArbitratorshallbefinalandbindinguponthepartie s.

10.6.1 IntheeventthataPartyfailstocomplywithafinalandbindingArbitrator'sdecision,thentheotherPartymay,withoutprejud icetoanyotherrightsitmayhave,referthemattertoacompetentcourtoflaw.

**10.7 Contractoperationscontinue**

Notwithstandinganyreferencetoarbitrationherein,

a) thepartiesshallcontinuetoperformtheirrespectiveobligationsundertheContractunlesstheyotherwiseagree; and

b) theProcuringEntityshallpaytheSupplieranymoniesduetheSupplier.

**11. InspectionsandAuditbytheProcuringEntity**

11.1 TheSuppliershallkeep,andshallcauseitsSubcontractorstokeep,accurateandsystematicaccountsandrecordsinres pectoftheGoodsinsuchformanddetailsaswillclearlyidentifyrelevanttime,changesandcosts.

11.2 Pursuanttoparagraph2.2ofInstructiontoTenderers,theSuppliershallpermitandshallcauseitssubcontractorstoper mit,theProcuringEntityand/orpersonsappointedbytheProcuringEntityorbyotherstatutorybodiesoftheGovernm enttoinspecttheSiteand/ortheaccountsandrecordsrelatingtotheprocurementprocess,selectionand/orcontractexe cution,andtohavesuchaccountsandrecordsauditedbyauditorsappointedbytheProcuringEntity.TheSupplier'sand itsSubcontractors'attentionisdrawntoSub-Clause3.1whichprovides,interalia,thatactsintendedtomateriallyimpedetheexerciseoftheProcuringEntity'sinsp ectionandauditrightsconstituteaprohibitedpracticesubjecttocontracttermination,aswellastoadeterminationofin eligibility.

**12. ScopeofSupply**

12.1 TheGoodsandRelatedServicestobesuppliedshallbeasspecifiedintheScheduleofRequirements.

**3. DeliveryandDocuments**

13.1 SubjecttoGCCSub-Clause33.1,thedeliveryoftheGoodsandcompletionoftheRelatedServicesshallbeinaccordancewiththeListofGo odsandDeliveryScheduleSpecifiedintheSupplyRequirements.Thedetailsofshippingandotherdocumentstobefur nishedbytheSupplierarespecifiedinthe**SCC.**

**4. Supplier'sResponsibilities**

14.1 TheSuppliershallsupplyalltheGoodsandRelatedServicesincludedintheScopeofSupplyinaccordancewit hGCCClause12,andtheDeliveryandCompletionSchedule,asperGCCClause13.

**5. ContractPrice**

**15.1** PriceschargedbytheSupplierfortheGoodssuppliedandtheRelatedServicesperformedundertheContractshallnot varyfromthepricesquotedbytheSupplierinitsTender,withtheexceptionofanypriceadjustmentsauthorizedinthe**S CC.**

15.2 Wherethecontractpriceisdifferentfromthecorrectedtenderprice,inordertoensurethesupplierisnotpaidlessormor erelativetothecontractprice(*whichwouldbethetenderprice*),anypartialpaymentvaluationbased

onratesintheschedule ofpricesintheTender,willbeadjustedbyaplusorminuspercentage.Thepercentagealreadywo rkedoutduringtenderevaluationisworkedoutasfollows:*(correctedtenderprice–tenderprice)/tenderpriceX100*.

## 6. TermsofPayment

16.1 TheSuppliershallrequestforpaymentbysubmittinginvoice(s),deliverynote(s)andanyotherrelevantdocumentsas specifiedintheSCCtotheProcuringEntity.

16.2 PaymentsshallbemadepromptlybytheProcuringEntity,butnotlaterthanthirty(30)daysaftersubmissionofaninvoi cebytheSupplier,andafterttheProcuringEntityhasacceptedit.

16.3 WhereaProcuringEntityrejectsGoodsandRelatedServices,inpartorwholly,theprocuringEntityshallpromptlyinf ormtheSuppliertocollect,replaceorrectifyasappropriateandgivereasonsforrejection.TheSuppliershallsubmitafr eshinvoice,deliverynoteandanyotherrelevantdocumentsasspecifiedintheSCC.

16.4 ThecurrenciesinwhichpaymentsshallbemadetotheSupplierunderthisContractshallbethoseinwhichtheTenderpr iceisexpressed.

16.5 IntheeventthattheProcuringEntityfailstopaytheSupplieranypaymentbyitsduedateorwithintheperiodsetforthint he**SCC,**theProcuringEntitymaypaytotheSupplierinterestontheamountofsuchdelayedpaymentattherateshowni ntthe**SCC,**fortheperiodofdelayuntilpaymenthasbeenmadeinfull,whetherbeforeorafterjudgmentorarbitrageawa rd.

## TaxesandDuties

17.1 TheSuppliershallbeentirelyresponsibleforalltaxes,duties,licensefees,andothersuchleviesincurredtodelivertheGoo dsandRelatedServicestotheProcuringEntityatthefinaldeliverypoint.

17.3 Ifanytaxexemptions,reductions,allowancesorprivilegesmaybeavailabletotheSupplierinKenya,theSuppliershallin formtheProcuringEntityandtheProcuringEntityshalluseitsbesteffortstoenabletheSuppliertobenefitfromanysuc htaxsavingstothemaximumallowableextent.

## 7. PerformanceSecurity

**18.1** IfrequiredasspecifiedintheSCC,theSuppliershall,withintwenty-eight(28)daysofthenotificationofcontractaward,provideaperformancesecurityfortheperformanceoftheContrac tintheamountspecifiedinthe**SCC.**

18.2 TheproceedsofthePerformanceSecurityshallbepayabletotheProcuringEntityascompensationforanylossresulti ngfromtheSupplier'sfailuretocompleteitsobligationsundertheContract.

18.3 Asspecifiedin**theSCC**,thePerformanceSecurity,ifrequired,shallbedenominatedinthecurrency(ies)oftheContra ct,orinafreelyconvertiblecurrencyacceptabletotheProcuringEntity;andshallbeinoneoftheformatsstipulatedbyt heProcuringEntityin**theSCC**,orinanotherformatacceptabletotheProcuringEntity.

**18.4** ThePerformanceSecurityshallbedischargedbytheProcuringEntityandreturnedtotheSuppliernotlaterthanthirty( 30)daysfollowingthedateofCompletionoftheSupplier'sperformanceobligationsundertheContract,includingan ywarrantyobligations,unlessspecifiedotherwiseinthe**SCC.**

## 8. Copyright

19.1 Thecopyrightinalldrawings,documents,andothermaterialscontainingdataandinformationfurnishedtotheProcuring EntitybytheSupplierhereinshallremainvestedintheSupplier,or,iftheyarefurnishedtotheProcuringEntitydirectly orthroughtheSupplierbyanythirdparty,includingsuppliersofmaterials,thecopyrightinsuchmaterialsshallremain vestedinsuchthirdparty.

## 9. ConfidentialInformation

20.1 TheProcuringEntityandtheSuppliershallkeepconfidentialandshallnot,withoutthewrittenconsentoftheotherpart yhereto,divulgetoanythirdpartyanydocuments,data,orotherinformationfurnisheddirectlyorindirectlybytheothe rpartyheretoinconnectionwiththeContract,whethersuchinformationhasbeenfurnishedpriorto,duringorfollowin gcompletionorterminationoftheContract.Notwithstandingtheabove,theSuppliermayfurnishtoitsSub-Suppliersuchdocuments,data,andotherinformationitreceivesfromtheProcuringEntitytotheextentrequiredforth

eSubSuppliertoperformitsworkundertheContract,inwhicheventtheSuppliershallobtainfromsuchSubSupplieru ndertakingofconfidentialitysimilartothatimposedontheSupplierunderGCCClause20.

20.2 TheProcuringEntityshallnotusesuchdocuments,data,andotherinformationreceivedfromtheSupplierforanypurp osesunrelatedtothecontract.Similarly,theSuppliershallnotusesuchdocuments,data,andotherinformationreceiv edfromtheProcuringEntityforanypurposeotherthantheperformanceoftheContract.

20.3 TheobligationofapartyunderGCCSub-Clauses20.1and20.2above,however,shallnotapplytoinformationthat:

**a)** theProcuringEntityorSupplierneedtosharewithotherarmsofGovernmentorotherbodiesparticipatinginthe financingoftheContract;suchpartiesshalldedisclosedin**theSCC;**

b) noworhereafterentersthepublicdomainthroughnofaultofthatparty;

c) canbeproventohavebeenpossessedbythatpartyatthetimeofdisclosureandwhichwasnotpreviouslyobtained ,directlyorindirectly,fromtheotherparty;or

d) otherwiselawfullybecomesavailabletothatpartyfromathirdpartythathasnoobligationofconfidentiality.

20.4 TheaboveprovisionsofGCCClause20shallnotinanywaymodifyanyundertakingofconfidentialitygivenbyeither ofthepartiesheretopriortothedateoftheContractinrespectoftheSupplyoranyparthereof.

20.5 TheprovisionsofGCCClause20shallsurvivecompletionortermination,forwhateverreason,oftheContract.

## 10. Subcontracting

21.1 TheSuppliershallnotifytheProcuringEntityinwritingofallsubcontractsawardedundertheContractifnotalreadysp ecifiedintheTender.Suchnotification,intheoriginalTenderorlatershallnotrelievetheSupplierfromanyofitsobligat ions,duties,responsibilities,orliabilityundertheContract.

21.2 SubcontractsshallcomplywiththeprovisionsofGCCClauses3and7.

## 11. SpecificationsandStandards

22.1 TechnicalSpecificationsandDrawings

a) TheGoodsandRelatedServicessuppliedunderthisContractshallconformtothetechnicalspecificationsandst andardsmentionedinSectionVI,ScheduleofRequirementsand,whennoapplicablestandardismentioned,the standardshallbeequivalentorsuperiortotheofficialstandardswhoseapplicationisappropriatetotheGoods'co untryoforigin.

b) TheSuppliershallbeentitledtodisclaimresponsibilityforanydesign,data,drawing,specificationorotherdocu ment,oranymodificationthereofprovidedordesignedbyoronbehalfoftheProcuringEntity,bygivinganoticeo fsuchdisclaimertotheProcuringEntity.

c) WhereverreferencesaremadeintheContracttocodesandstandardsinaccordancewithwhichitshallbeexecute d,theeditionortherevisedversionofsuchcodesandstandardsshallbethosespecifiedintheScheduleofRequire ments.DuringContractexecution,anychangesinanysuchcodesandstandardsshallbeappliedonlyafterappro valbytheProcuringEntityandshallbetreatedinaccordancewithGCCClause33.

## 12. PackingandDocuments

23.1 TheSuppliershallprovidesuchpackingoftheGoodsasisrequiredtopreventtheirdamageordeteriorationduringtran sittotheirfinaldestination,asindicatedintheContract.Duringtransit,thepackingshallbesufficienttowithstand,wit houtlimitation,roughhandlingandexposuretoextremetemperatures,saltandprecipitation,andopenstorage.Packi ngcasesizeandweightsshalltakeintoconsideration,whereappropriate,theremotenessofthegoods'finaldestination andtheabsenceofheavyhandlingfacilitiesatallpointsintransit.

23.2 Thepacking,marking,anddocumentationwithinandoutsidethepackagesshallcomplystrictlywithsuchspecialrequirementsasshallbeexpresslyprovidedforintheContract,includingadditionalrequirements,ifany,specified**inthe SCC**,andinanyotherinstructionsorderedbytheProcuringEntity.

## 13. Insurance

24.1 Unlessotherwisespecifiedin**the SCC,**theGoodssuppliedundertheContractshallbefullyinsured—inafreelyconvertiblecurrencyfromaneligiblecountry—againstlossordamageincidentaltomanufactureoracquisition,transportation,storage,anddelivery,inaccordancewiththeapplicableIncotermsorinthemannerspecifiedin**the SCC.**

## 14. TransportationandIncidentalServices

25.1 Unlessotherwisespecifiedin**the SCC,**responsibilityforarrangingtransportationoftheGoodsshallbeinaccordancewiththespecifiedIncoterms.

**25.2** TheSuppliermayberequiredtoprovideanyoralloftheFollowingservices,includingadditionalservices,ifany,specified**in SCC:**

a) performanceorsupervisionofon-siteassemblyand/orstart-upofthesuppliedGoods;

b) furnishingoftoolsrequiredforassemblyand/ormaintenanceofthesuppliedGoods;

c) furnishingofadetailedoperationsandmaintenancemanualforeachappropriateunitofthesuppliedGoods;

d) performanceorsupervisionormaintenanceand/orrepairofthesuppliedGoods,foraperiodoftimeagreedbytheparties,providedthatthisserviceshallnotrelievetheSupplierofanywarrantyobligationsunderthisContract;and

e) trainingoftheProcuringEntity'spersonnel,attheSupplier'splantand/oron-site,inassembly,start-up,operation,maintenance,and/orrepairofthesuppliedGoods.

25.3 PricechargedbytheSupplierforincidentalservices,ifnotincludedintheContractPricefortheGoods,shallbeagreeduponinadvancebythepartiesandshallnotexceedtheprevailingrateschargedtootherpartiesbytheSupplierforsimilarservices

## 15. InspectionsandTests

**26.1** TheSuppliershallatitsownexpenseandatnocosttotheProcuringEntitycarryoutallsuchtestsand/orinspectionsoftheGoodsandRelatedServicesasarespecifiedin**the SCC.**

26.2 Theinspectionsandtestsmaybeconductedonthepremisesofthe**Supplier**oritsSubcontractor,atpointofdelivery,and/orattheGoods'finaldestination,orinanotherplaceinKenyaasspecifiedin**the SCC.**SubjecttoGCCSub-Clause26.3,ifconductedonthepremisesofthe**Supplier**oritsSubcontractor,allreasonablefacilitiesandassistance,includingaccesstodrawingsandproductiondata,shallbefurnishedtotheinspectorsatnochargetotheProcuringEntity.

26.3 TheProcuringEntityoritsdesignatedrepresentativeshallbeentitledtoattendthetestsand/orinspectionsreferredtoinGCCSub-Clause26.2,providedthattheProcuringEntitybearallofitsowncostsandexpensesincurredinconnectionwithsuchattendanceincluding,butnotlimitedto,alltravellingandboardandlodgingexpenses.

26.4 WhenevertheSupplierisreadytocarryoutanysuchtestandinspection,itshallgiveareasonableadvancenotice,includingtheplaceandtime,totheProcuringEntity.TheSuppliershallobtainfromanyrelevantthirdpartyormanufacturerannynecessarypermissionorconsenttoenabletheProcuringEntityoritsdesignatedrepresentativetoattendthetestand/orinspection.

26.5 TheProcuringEntitymayrequiretheSuppliertocarryoutanytestand/orinspectionnotrequiredbytheContractbutdeemednecessarytoverifythatthecharacteristicsandperformanceoftheGoodscomplywiththetechnicalspecificationscodesandstandardsundertheContract,providedthattheSupplier'sreasonablecostsandexpensesincurredintheCarryingoutofsuchtestand/orinspectionshallbeaddedtotheContractPrice.Further,ifsuchtestand/orinspectionimpedestheprogressofmanufacturingand/ortheSupplier'sperformanceofitsotherobligationsundertheContract,dueallowancewillbemadeinrespectoftheDeliveryDatesandCompletionDatesandtheotherobligationssoaffected.

26.6 TheSuppliershallprovidetheProcuringEntitywithareportoftheresultsofanysuchtestand/orinspection.

26.7 TheProcuringEntitymayrejectanyGoodsoranyparttherefofthatfailtopassanytestand/orinspectionordonotconformtothespecifications.TheSuppliershalleitherrectifyorreplacesuchrejectedGoodsorpartsthereoformakealterationsnecessarytomeetthespecificationsatnocosttotheProcuringEntity,andshallrepeatthetestand/orinspection,atnocosttotheProcuringEntity,upongivinganoticepursuanttoGCCSub-Clause26.4.

26.8 TheSupplieragreesthatneithertheexecutionofatestand/orinspectionoftheGoodsoranyparttherefof,northeattendancebytheProcuringEntityoritsrepresentative,northeissueofanyreportpursuanttoGCCSub-Clause26.6,shallreasetheSupplierfromanywarrantiesorotherobligationsundertheContract.

## 16. LiquidatedDamages

27.1 ExceptasprovidedunderGCCClause32,iftheSupplierfailstodeliveranyorallofftheGoodsbytheDate(s)ofdeliveryorperformtheRelatedServiceswithintheperiodspecifiedintheContract,theProcuringEntitymaywithoutprejudicetoallitsotherremediesundertheContract,deductfromtheContractPrice,asliquidateddamages,asumequivalenttothepercentagespecifiedinthe**SCC**ofthedeliveredpriceofthedelayedGoodsorunperformedServicesforeachweekorpartthereofofdelayuntilactualdeliveryorperformance,uptoamaximumdeductionofthepercentagespecifiedinthose **SCC.**Oncethemaximumisreached,theProcuringEntitymayterminatetheContractpursuanttoGCCClause35.

## 28. Warranty

28.1 TheSupplierwarrantsthatalltheGoodsarenew,unused,andofthemostrecentorcurrentmodels,andthattheyincorporateallrecentimprovementsindesignandmaterials,unlessprovidedotherwiseintheContract.

28.2 SubjecttoGCCSub-Clause22.1(b),theSupplierfurtherwarrantsthattheGoodsshallbefreefromdefectsarisingfromanyactoromissionoftheSupplierorarisingfromdesign,materials,andworkmanship,undernormaluseintheconditionsprevailinginthecountryoffinaldestination.

28.3 Unlessotherwisespecifiedinthe**SCC,**thewarrantyshallremainvalidfortwelve(12)monthsaftertheGoods,oranyportionthereofasthecasemaybe,havebeendeliveredtoandacceptedatthefinaldestinationindicatedinthe**SCC,**orforeighteen(18)monthsafterthedateofshipmentfromtheportorplaceofloadinginthecountryoforigin,whicheverperiodconcludesearlier.

28.4 TheProcuringEntityshallgivenoticetotheSupplierstatingthenatureofanysuchdefectstogetherwithallavailableevidencethereof,promptlyfollowingthediscoverythereof.TheProcuringEntityshallaffordallreasonableopportunityfortheSuppliertoinspectsuchdefects.

28.5 Uponreceiptofsuchnotice,theSuppliershall,withintheperiodspecifiedinthe**SCC,**expeditiouslyrepairorreplacethedefectiveGoodsorpartsthereof,atnocosttotheProcuringEntity.

28.6 Ifhavingbeennotified,theSupplierfailstoremedythedefectwithintheperiodspecifiedinthe**SCC,**theProcuringEntitymayproceedtotakewithinareasonableperiodsuchremedialactionasmaybenecessary,attheSupplier'sriskandexpenseandwithoutprejudicetoanyotherrightswhichtheProcuringEntitymayhaveagainsttheSupplierundertheContract.

## 29. PatentIndemnity

29.1 TheSuppliershall,subjecttotheProcuringEntity'scompliancewithGCCSub-Clause29.2,indemnifyandholdharmlesstheProcuringEntityanditsemployeesandofficersfromandagainstanyandallsuits,actionsoradministrativeproceedings,claims,demands,losses,damages,costs,andexpensesofanynature,includingattorney'sfeesandexpenses,whichtheProcuringEntitymaysufferasaresultofanyinfringementorallegedinfringementofanypatent,utilitymodel,registereddesign,trademark,copyright,orotherintellectualpropertyrightregisteredorotherwiseexistingatthedateoftheContractbyreasonof:

a) theinstallationoftheGoodsbytheSupplierortheuseoftheGoodsinthecountrywheretheSiteislocated;and
b) thesaleinanycountryoftheproductsproducedbytheGoods.

SuchindemnityshallnotcoveranyuseoftheGoodsoranypartthereofotherthanforthepurposeindicatedbyorto bereasonablyinferredfromtheContract,neitheranyinfringementresultingfromtheuseoftheGoodsoranypart thereof,oranyproductsproducedtherebyinassociationorcombinationwithanyotherequipment,plant,ormate rialsnotsuppliedbytheSupplier,pursuanttotheContract.

29.2 IfanyproceedingsarebroughtoranyclaimismadeagainsttheProcuringEntityarisingoutofthemattersreferredtoin GCCSub-Clause29.1,theProcuringEntityshallpromptlygivetheSupplieranoticethereof,andtheSuppliermayatitsownexpe nseandintheProcuringEntity'snameconductsuchproceedingsorclaimandanynegotiationsforthesettlementofany suchproceedingsorclaim.

29.3 IftheSupplierfailstonotifytheProcuringEntitywithintwenty-eight(28)daysafterreceiptofsuchnoticethatitintendstoconductanysuchproceedingsorclaim,thentheProcuringE ntityshallbefreetoconductthesameonitsownbehalf.

29.4 TheProcuringEntityshall,attheSupplier'srequest,affordallavailableassistancetotheSupplierinconductingsuchp roceedingsorclaim,andshallbereimbursedbytheSupplierforallreasonableexpensesincurredinsodoing.

29.5 TheProcuringEntityshallindemnifyandholdharmlesstheSupplieranditsemployees,officers,andSubcontractorsf romandagainstanyandallsuits,actionsoradministrativeproceedings,claims,demands,losses,damages,costs,and expensesofanynature,includingattorney'sfeesandexpenses,whichtheSuppliermaysufferasaresultofanyinfringe mentorallegedinfringementofanypatent,utilitymodel,registereddesign,trademark,copyright,orotherintellectua lpropertyrightregisteredorotherwiseexistingatthedateoftheContractarisingoutoforinconnectionwithanydesign, data,drawing,specification,orotherdocumentsormaterialsprovidedordesignedbyoronbehalfoftheProcuringEnti ty.

## 30. LimitationofLiability

30.1 Exceptincasesofcriminalnegligenceorwillfulmisconduct,

a) theSuppliershallnotbeliabletotheProcuringEntity,whetherincontract,tort,orotherwise,foranyindirectorco nsequentiallossordamage,lossofuse,lossofproduction,orlossofprofitsorinterestcosts,providedthatthisexclusion shallnotapplytoanyobligationoftheSuppliertopayliquidateddamagestotheProcuringEntity,and

b) theaggregateliabilityoftheSuppliertotheProcuringEntity,whetherundertheContract,intortorotherwise,sha llnotexceedthetotalContractPrice,providedthatthislimitationshallnotapplytothecostofrepairingorreplacingdef ectiveequipment,ortoanyobligationofthesuppliertoindemnifytheProcuringEntitywithrespecttopatentinfringe ment.

## 31. ChangeinLawsandRegulations

31.1 UnlessotherwisespecifiedintheContract,ifafterthedateof30dayspriortodateofTendersubmission,anylaw,regula tion,ordinance,orderorbylawhavingtheforceoflawisenacted,promulgated,abrogated,orchangedinKenya(whic hshallbedeemedtoincludeanychangeininterpretationorapplicationbythecompetentauthorities)thatsubsequentl yaffectstheDeliveryDateand/ortheContractPrice,thensuchDeliveryDateand/orContractPriceshallbecorrespon dinglyincreasedordecreased,totheextentthattheSupplierhastherebybeenaffectedintheperformanceofanyofitso bligationsundertheContract.Notwithstandingtheforegoing,suchadditionalorreducedcostshallnotbeseparatelyp aidorcreditedifthesamehasalreadybeenaccountedforinthepriceadjustmentprovisionswhereapplicable,inaccord ancewithGCCClause15.

## 32. ForceMajeure

32.1 TheSuppliershallnotbeliableforforfeitureofitsPerformanceSecurity,liquidateddamages,orterminationfordefau ltifandtotheextentthatitsdelayinperformanceorotherfailuretoperformitsobligationsundertheContractistheresul tofaneventofForceMajeure.

32.2 ForpurposesofthisClause,"ForceMajeure"meansaneventorsituationbeyondthecontroloftheSupplierthatisnotfo reseeable,isunavoidable,anditsoriginisnotduetonegligenceorlackofcareonthepartoftheSupplier.Sucheventsma yinclude,butnotbelimitedto,actsoftheProcuringEntityinitssovereigncapacity,warsorrevolutions,fires,floods,ep idemics,quarantinerestrictions,andfreightembargoes.

32.3 IfaForceMajeuresituationarises,theSuppliershallpromptlynotifytheProcuringEntityinwritingofsuchconditiona ndthecausethereof.UnlessotherwisedirectedbytheProcuringEntityinwriting,theSuppliershallcontinuetoperfor mitsobligationsundertheContractasfarasisreasonablypractical,andshallseekallreasonablealternativemeansforp erformancenotpreventedbytheForceMajeureevent.

**33. ChangeOrdersandContractAmendments**

33.1 TheProcuringEntitymayatanytimeordertheSupplierthroughnoticeinaccordanceGCCClause8,tomakechanges withinthegeneralscopeoftheContractinanyoneormoreofthefollowing:

a) drawings,designs,orspecifications,whereGoodstobefurnishedundertheContractaretobespecificallymanuf acturedfortheProcuringEntity;

b) themethodofshipmentorpacking;

c) theplaceofdelivery;and

d) theRelatedServicestobeprovidedbytheSupplier.

33.2 Ifanysuchchangecausesanincreaseordecreaseinthecostof,orthetimerequiredfor,theSupplier'sperformanceofan yprovisionsundertheContract,anequitableadjustmentshallbemadeintheContractPriceorintheDelivery/Complet ionSchedule,orboth,andtheContractshallaccordinglybeamended.AnyclaimsbytheSupplierforadjustmentunder thisClausemustbeassertedwithintwenty-eight(28)daysfromthedateoftheSupplier'sreceiptoftheProcuringEntity'schangeorder.

33.3 PricestobechargedbytheSupplierforanyRelatedServicesthatmightbeneededbutwhichwerenotincludedintheCo ntractshallbeagreeduponinadvancebythepartiesandshallnotexceedtheprevailingrateschargedtootherpartiesbyt heSupplierforsimilarservices.

33.4 **ValueEngineering:**TheSuppliermayprepare,atitsowncost,avalueengineeringproposalatanytimeduringtheperf ormanceofthecontract.Thevalueengineeringproposalshall,ataminimum,includethefollowing;

a) theproposedchange(s),andadescriptionofthedifferencetotheexistingcontractrequirements;

b) afullcost/benefitanalysisoftheproposedchange(s)includingadescriptionandestimateofcosts(includinglife cyclecosts)theProcuringEntitymayincurinimplementingthevalueengineeringproposal;and

c) adescriptionofanyeffect(s)ofthechangeonperformance/functionality.

33.5 TheProcuringEntitymayacceptthevalueengineeringproposaliftheproposaldemonstratesbenefitsthat:

a) acceleratesthedeliveryperiod;or

b) reducestheContractPriceorthelifecyclecoststotheProcuringEntity;or

c) improvesthequality,efficiencyorsustainabilityoftheGoods;or

d) yieldsanyotherbenefitstotheProcuringEntity,withoutcompromisingthenecessaryfunctionsoftheFacilities.

33.6 Ifthevalueengineeringproposalisapprovedbytheprocuringentityandresultsin:

a) areductionoftheContractPrice;theamounttobepaidtotheSuppliershallbethepercentagespecified**intheSCC** ofthereductionintheContractPrice;or

b) anincreaseintheContractPrice;butresultsinareductioninlifecyclecostsduetoanybenefitdescribedin (a) to(d)above,theamounttobepaidtotheSuppliershallbethefullincreaseintheContractPrice.

33.7 Subjecttotheabove,novariationinormodificationofthetermsoftheContractshallbemadeexceptbywrittenamend mentsignedbytheparties.

**34. ExtensionsofTime**

34.1 IfatanytimeduringperformanceoftheContract,theSupplieroritssubcontractorsshouldencounterconditionsimpedingtimelydeliveryoftheGoodsorcompletionofRelatedServicespursuanttoGCCClause13,theSuppliershallpromptlynotifytheProcuringEntityinwritingofthedelay,itslikelyduration,anditscause.Assoonaspracticableafterreceiptof theSupplier'snotice,theProcuringEntityshallevaluatethesituationandmayatitsdiscretionextendtheSupplier'stimeforperformance,inwhichcasetheextensionshallberatifiedbythepartiesbyamendmentoftheContract.

34.2 ExceptincaseofForceMajeure,asprovidedunderGCCClause32,adelaybytheSupplierintheperformanceofitsDeliveryandCompletionobligationsshallrendertheSupplierliabletotheimpositionofliquidateddamagespursuanttoGCCClause26,unlessanextensionoftimeisagreedupon,pursuanttoGCCSub-Clause34.1.

**7. Termination**

35.1 TerminationforDefault

a) TheProcuringEntity,withoutprejudicetoanyotherremedyforbreachofContract,bywrittennoticeofdefaultsenttotheSupplier,mayterminatetheContractinwholeorinpart:
   i) iftheSupplierfailstodeliveranyoralloftheGoodswithintheperiodspecifiedintheContract,orwithinanyextensionthereofgrantedbytheProcuringEntitypursuanttoGCCClause34;
   ii) iftheSupplierfailstoperformanyotherobligationundertheContract;or
   iii) iftheSupplier,inthejudgmentoftheProcuringEntityhasengagedinFraudandCorruption,asdefinedinparagraph2.2aoftheAppendixtotheGCC,incompetingfororinexecutingtheContract.

b) IntheeventtheProcuringEntityterminatestheContractinwholeorinpart,pursuanttoGCCClause35.1(a),theProcuringEntitymayprocure,uponsuchtermsandinsuchmannerasitdeemsappropriate,GoodsorRelatedServicessimilartothoseundeliveredornotperformed,andtheSuppliershallbeliabletotheProcuringEntityforanyadditionalcostsforsuchsimilarGoodsorRelatedServices.However,theSuppliershallcontinueperformanceoftheContracttotheextentnotterminated.

35.2 TerminationforInsolvency.

TheProcuringEntitymayatanytimeterminatetheContractbygivingnoticetotheSupplieriftheSupplierbecomesbankruptorotherwiseinsolvent.Insuchevent,terminationwillbewithoutcompensationtotheSupplier,providedthatsuchterminationwillnotprejudiceoraffectanyrightofactionorremedythathasaccruedorwillaccruethereaftertotheProcuringEntity

35.2 TerminationforConvenience.

a) TheProcuringEntity,bynoticesenttotheSupplier,mayterminatetheContract,inwholeorinpart,atanytimefor itsconvenience.ThenoticeofterminationshallspecifythatterminationisfortheprocuringEntity'sconvenience,theextenttowhichperformanceoftheSupplierundertheContractisterminated,andthedateuponwhichsuchterminationbecomeseffective.

b) TheGoodsthatarecompleteandreadyforshipmentwithintwenty-eight(28)daysaftertheSupplier'sreceiptofnoticeofterminationshallbeacceptedbytheProcuringEntityatthe Contracttermsandprices.FortheremainingGoods,theProcuringEntitymayelect:
   i) tohaveanyportioncompletedanddeliveredattheContracttermsandprices;and/or
   ii) tocanceltheremainderandpaytotheSupplieranagreedamountforpartiallycompletedGoodsandRelatedServicesandformaterialsandpartspreviouslyprocuredbytheSupplier.

**8. Assignment**

36.1 NeithertheProcuringEntitynortheSuppliershallassign,inwholeorinpart,theirobligationsunderthisContract,exceptwithpriorwrittenconsentoftheotherparty.

**9. ExportRestriction**

37.1 Notwithstandinganyobligationunderthe Contracttocompleteallexportformalities,anyexportrestrictionsattributabletotheProcuringEntity,toKenya,ortotheuseoftheproducts/goods,systemsorservicestobesupplied,whicharisefromtraderegulationsfromacountrysupplyingthoseproducts/goods,systemsorservices,andwhichsubstantiallyimpedetheSupplierfrommeetingitsobligationsundertheContract,shallreleasetheSupplierfromtheobligationtoprovidedeliveriesorservices,alwaysprovided,however,thattheSuppliercandemonstratetothesatisfactionoftheProcuringEntitythatithascompletedallformalitiesinatimelymanner,includingapplyingforpermits,authorizationsandlicensesnecessaryfortheexportoftheproducts/goods,systemsorservicesunderthetermsoftheContract.TerminationoftheContractonthisbasisshallbefortheProcuringEntity'sconveniencepursuanttoSub-Clause35.3.

## SECTIONVII-SPECIALCONDITIONSOFCONTRACT

ThefollowingSpecialConditionsofContract(SCC)shallsupplementand/oramendtheGeneralConditionsofContract(GCC).Whenever thereisaconflict,theprovisionshereinshallprevailoverthoseintheGCC.

*[TheProcuringEntityshallselectinserttheappropriatewordingusingthesamplesbeloworotheracceptablewording,anddeletethetextinitalics].*

| | |
|---|---|
| **GCC1.1(j)** | The Procuring Entity is: *[Insert complete legal name of the Procuring Entity]* |
| **GCC 28.3** | The Final Destination(s) is/are: *[Insert name(s) and detailed informationon the location(s) of the site(s)]* |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms]* |
| **GCC4.2(b)** | The version edition of Incoterms shall be *INCOTERMS 2015* |
| **GCC8.1** | For **notices**, the Procuring Entity's address shall be:<br>Attention: *[ insert full name of person, if applicable]*<br>Postal address (full postal address)<br>Physical Address (fullLocation *insertcity,streetname,Buildingnamed floor number, room number)*<br>Telephone: *[include telephone number, including country and city codes]*<br>Electronic mail address*: [insert e-mail address, if applicable]* |
| **GCC10.4.2** | The place of arbitration shall be --(specify City and Country). |
| **GCC13.1** | Details of Shipping and other Documents to be furnished by the Supplier are *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.]*.<br>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **GCC15.1** | The prices charged for the Goods supplied and therelatedServicesperformed*[insert "shall" or "shall not," as appropriate]* be adjustable.<br>If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]* |

| | |
|---|---|
| **GCC16.1** | ***Sampleprovision***<br>GCC16.1-<br>ThemethodandconditionsofpaymenttobemadetotheSupplierunderthisContractshallbeasfollows:<br>**A.PaymentforGoodssuppliedfromabroad:**<br>Paymentofforeigncurrencyportionshallbemadein*[insertcurrencyoftheContractPrice}* inthefollowingmanner:<br>(i)**AdvancePayment:**Ten(10)percentoftheContractPriceshallbepaidwithinthirty (30)daysofsigningoftheContract,anduponsubmissionofclaimandabankguaranteeforequivalentamountvaliduntiltheGoodsaredeliveredand,intheform,providedintheTenderingdocumentoranotherformacceptabletotheProcuringEntity.<br>(ii) **OnShipment:**Eighty(80)percentoftheContractPriceoftheGoodsshippedshallbepaidthroughirrevocableconfirmedletterofcreditopenedinfavouroftheSupplierinabankinitscountry,uponsubmissionofdocumentsspecifiedinGCCClause12.<br>(iii) **OnAcceptance:**Ten(10)percentoftheContractPriceofGoodsreceivedshallbepaidwithinthirty(30)daysofreceiptoftheGoodsuponsubmissionofclaimsupportedbytheacceptancecertificateissuedbytheProcuringEntity.<br>B. **Paymentoflocalcurrencyportionofaforeign<u>Suppliershallbemadein</u>**<u>Kenyashillings</u>withinthirty(30)daysofpresentationofclaimsupportedbyacertificatefromtheProcuringEntitydeclaringthattheGoodshavebeendeliveredandthatallothercontractedServiceshavebeenperformed.<br>**C. PaymentforGoodsandServicessuppliedfromwithinKenya:**<br>PaymentforGoodsandServicessuppliedfromwithinKenyashallbemadein *[currency],*asfollows:<br>(i)**AdvancePayment:**Ten(10)percentoftheContractPriceshallbepaidwithinthirty (30)daysofsigningoftheContractagainstaninvoiceandabankguaranteefortheequivalentamountandintheformprovidedintheTenderingdocumentoranotherformacceptabletotheProcuringEntity.<br>(ii) **OnDelivery:**Eighty(80)percentoftheContractPriceshallbepaidonreceiptoftheGoodsandupons ubmissionofthedocumentsspecifiedinGCCClause13.Thebankguaranteeshallthenbereleased.<br>(iii) **OnAcceptance:**Theremainingten(10)percentoftheContractPriceshallbepaidtotheSupplierwithinthirty(30)daysafterthedateoftheacceptancecertificatefortherespectivedeliveryissuedbytheProcuringEntity. |
| **GCC16.5** | Thepayment-delayperiodafterwhichtheProcuringEntityshallpayinteresttothesuppliershallbe*[insertnumber]*days.<br>Theinterestratethatshallbeappliedis*[insertnumber}*% |
| **GCC18.1** | APerformanceSecurity*[insert"shall"or"shallnot"berequired}*<br>*[IfaPerformanceSecurity*is*required,insert"theamountofthePerformanceSecurityshallbe:[insertamount]*<br>*[TheamountofthePerformanceSecurity*is*usuallyexpressedasapercentageoftheContractPrice.Thepercentagevariesaccordingtothe*ProcuringEntity*'sperceivedriskandimpactofnon-performancebytheSupplier.A10%percentage*is*usedundernormalcircumstances**]*** |
| **GCC18.3** | lfrequired,thePerformanceSecurityshallbeintheformof:*[insert"aDemandGuarantee"or"aPerformanceBond"}*<br>lfrequired,thePerformancesecurityshallbedenominatedin*[insert"afreelyconvertiblecurrencyacceptabletotheProcuringEntity"or"thecurrenciesofpaymentoftheContract,inaccordancewiththeirportionsoftheContractPrice"}* |

| | |
|---|---|
| **GCC 18.4** | Discharge of the Performance Security shall take place: *[ insert date if different from the one indicated in sub clause GCC 18.4]* |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be: *[insert in detail the type of packing required, the markings in the packing and all documentation required]* |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms.<br>If not in accordance with Incoterms, insurance shall be as follows:<br>*[insert specific insurance provisions agreed upon, including coverage, currency and amount]* |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms.<br>If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within* Kenya, *defined as the Project Site, transport to such place of destination in* Kenya, *including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]* |
| **GCC 25.2** | Incidental services to be provided are:<br>*[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]* |
| **GCC 26.1** | The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]* |
| **GCC 26.2** | The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]* |
| **GCC 27.1** | The liquidated damage shall be: *[insert number]* % per week |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: *[insert number]* % |
| **GCC 28.3** | The period of validity of the Warranty shall be: *[insert number]* days<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>*[insert name(s) of location(s)]*<br>***Sample provision*** -<br>GCC 28.3- In partial modification of the provisions, the warranty period shallbe__ hours ofoperationor____ months from date of acceptance of the Goodsor*(* )months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion,either:<br>**(a)** make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,**or**<br>(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be().<br>*[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(!)]* |

| | |
|---|---|
| **GCC28.5, GCC28.6** | Theperiodforrepairorreplacementshallbe:*[insertnumber(s)J*days. |
| **GCC33.4** | IfthevalueengineeringproposalisapprovedbytheProcuringEntitytheamounttobepaidtotheSupp liershallbe_% (insertappropriatepercentage.<br>Thepercentageisnormallyupto50%)ofthereductionintheContractPrice. |

## SECTIONVIII-CONTRACTFORMS

ThisSectioncontainsformswhich,oncecompleted,willformpartoftheContract.TheformsforPerformanceSecurityandAdvancePaymentSecurity,whenrequired,shallonlybecompletedbythesuccessfultendereraftercontractaward.

## FORMNo1:NOTIFICATIONOFINTENTIONTOAWARD

ThisNotificationofIntentiontoAwardshallbesenttoeachTendererthatsubmittedaTender.SendthisNotificationtotheTenderer'sAuthorizedRepresentativenamedintheTenderInformationFormontheformatbelow.

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**FORMAT**

1. FortheattentionofTenderer'sAuthorizedRepresentative

   *I)* Name:_____*[insertAuthorizedRepresentative'sname]*

   *ii)* Address:_____*[insertAuthorizedRepresentative'sAddress]*

   *iii)* Telephone:_____*[insertAuthorizedRepresentative'stelephone/faxnumbers]*

   *iv)* EmailAddress:_____*[insertAuthorizedRepresentative'semailaddress]*

   *[IMPORTANT:insertthedatethatthisNotificationistransmittedtoTenderers.TheNotificationmustbesenttoallTendererssimultaneously.Thismeansonthesamedateandasclosetothesametimeaspossible.]*

2. Dateoftransmission:_____[*email*]on[*date*]_____(localtime)

   ThisNotificationissentby_____(*Nameanddesignation*)_____

3. NotificationofIntentiontoAward

   *I)* Employer:_____*[insertthenameoftheEmployer]*

   *ii)* Project:_____*[insertnameofproject]*

   *iii)* Contracttitle:_____*[insertthenameofthecontract]*

   *iv)* Country:_____*[insertcountrywhereITTisissued]*

   *v)* ITTNo:_____*[insertITTreferencenumberfromProcurementPlan]*

   ThisNotificationofIntentiontoAward(Notification)notifiesyouofourdecisiontoawardtheabovecontract.Thetransmissionofthis NotificationbeginstheStandstillPeriod.DuringtheStandstillPeriod,youmay:

4. Requestadebriefinginrelationtotheevaluationofyourtender

   SubmitaProcurement-relatedComplaintinrelationtothedecisiontoawardthecontract.

   a) Thesuccessfultenderer

      i) NameofsuccessfulTender_____

      ii) AddressofthesuccessfulTender_____

      iii) ContractpriceofthesuccessfulTenderKenyaShillings_____(inwords _____)

   b) OtherTenderers

   NamesofallTendersthatsubmittedaTender.IftheTender'spricewasevaluatedincludetheevaluatedpriceaswellastheTenderpriceasreadout.ForTendersnotevaluated,giveonemainreasontheTenderwasunsuccessful.

| S/No | Name of Tender | Tender Price as readout | Tender's evaluated price (Note a) | One Reason Why Not Evaluated |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| | | | | |

*(Notea)StateNEifnotevaluated*

5. Howtorequestadebriefing

a) DEADLINE:Thedeadlinetorequestadebriefingexpiresatmidnighton[*insertdate*](*localtime*).

b) YoumayrequestadebriefinginrelationtotheresultsoftheevaluationofyourTender.Ifyoudecidetorequestadebriefingyourwrittenrequestmustbemadewithinthree(5)BusinessDaysofreceiptofthisNotificationofIntentiontoAward.

c) Providethecontractname,referencenumber,nameoftheTenderer,contactdetails;andaddresstherequestfordebriefingasfollows:

I) Attention:_____[*insertfullnameofperson,ifapplicable*]

ii) Title/position:_____[*inserttitle/position*]

ii) Agency:_____[*insertnameofEmployer*]

iii) Emailaddress:_____[*insertemailaddress*]

d) Ifyourrequestforadebriefingisreceivedwithinthe3Daysdeadline,wewillprovidethedebriefingwithinfive(3)BusinessDaysofreceiptofyourrequest.Ifweareunabletoprovidethedebriefingwithinthisperiod,theStandstillPeriodshallbeextendedbyfive(3)Daysafterthedatethatthedebriefingisprovided.Ifthishappens,wewillnotifyyouandconfirmthedatethattheextendedStandstillPeriodwillend.

e) Thedebriefingmaybeinwriting,byphone,videoconferencecallorinperson.Weshallpromptlyadviseyouinwritinghowthedebriefingwilltakeplaceandconfirmthedateandtime.

f) Ifthedeadlinetorequestadebriefinghasexpired,youmaystillrequestadebriefing.Inthiscase,wewillprovidethedebriefingassoonaspracticable,andnormallynolaterthanfifteen(15)Daysfromthedateofpublicationofthe ContractAwardNotice.

6. Howtomakeacomplaint

a) Period:Procurement-relatedComplaintchallengingthedecisiontoawardshallbesubmittedbymidnight,[*insertdate*](localtime).

b) Providethecontractname,referencenumber,nameoftheTenderer,contactdetails;andaddresstheProcurement-relatedComplaintasfollows:

I) Attention:_____[*insertfullnameofperson,ifapplicable*]

ii) Title/position:_____[*inserttitle/position*]

iii) Agency:_____[*insertnameofEmployer*]

iv) Emailaddress:_____[*insertemailaddress*]

c) AtthispointintheprocurementprocessyoumaysubmitaProcurement-relatedComplaintchallengingthedecisiontoawardthecontract.Youdonotneedtohaverequested,orreceived,adebriefingbeforemakingthiscomplaint.Yourcomplaintmustbesubmittedwithin theStandstillPeriodandreceivedbyusbeforetheStandstillPeriodends.

d) Furtherinformation:ForfurtherinformationrefertothePublicProcurementandDisposalsAct2015anditsRegulationsavailablefromtheWebsitewww.ppra.go.keoremailcomplaints@ppra.go.ke.

Youshouldreadthesedocumentsbeforepreparingandsubmittingyourcomplaint.

e) Therearefouressentialrequirements:

i) Youmustbean'interestedparty'.Inthiscase,thatmeansaTendererwhosubmittedaTenderinthistenderingprocess,andistherecipientofaNotificationofIntentiontoAward.

ii) Thecomplaintcanonlychallengethedecisiontoawardthecontract.

iii) Youmustsubmitthecomplaintwithintheperiodstatedabove.

iv) Youmustinclude,inyourcomplaint,alloftheinformationrequiredtosupportyourcomplaint.

**7. <u>StandstillPeriod</u>**

i) DEADLINE:TheStandstillPeriodisduetoendatmidnighton[*insertdate*](localtime).

ii) TheStandstillPeriodlaststen(14)DaysafterthedateoftransmissionofthisNotificationofIntentiontoAward.

iii) TheStandstillPeriodmaybeextendedasstatedinparagraphSection5(d)above.

IfyouhaveanyquestionsregardingthisNotificationpleasedonothesitatetocontactus.

OnbehalfoftheEmployer:

**Signature:**

_____

**Name:** _____

_____

**Title/position:** _____

_____

**Telephone:** _____

_____

**Email:** _____

**FORMNO2:NOTIFICATIONOFAWARD-LETTEROFACCEPTANCE**

*[letterheadpaperoftheEmployer]*

_____*[date]*

To_____*[nameandaddressoftheContractor]*

ThisistonotifyyouthatyourTenderdated_____*[date]*forexecutionofthe _____*[nameoftheContractandidentificationnumber,asgiveninthe ContractData]*fortheAcceptedContractAmount _____*[amountinnumbersandwords][nameofcurrency]*,ascorrect edandmodifiedinaccordancewiththeInstructionstoTenderers,isherebyacceptedby_____ _____*(nameofEmployer)*.

YouarerequestedtofurnishthePerformanceSecuritywithin30daysinaccordancewiththeConditionsofContract,using,for thatpurpose,oneofthePerformanceSecurityFormsincludedinSectionVIII,ContractForms,oftheTenderDocument.

AuthorizedSignature:

_____

NameandTitleofSignatory:

_____

NameofEmployer:

_____

Attachment:*ContractAgreement:*_____

**NOTIFICATIONOFAWARD-LETTEROFACCEPTANCE**

*[useletterheadpaperoftheProcuringEntity]*

_____*[date]*

To:_____*[nameandaddressoftheSupplier]*

Subject:_____***NotificationofAwardContractNo.***.....

ThisistonotifyyouthatyourTenderdated_____***[insertdate]***forexecutionofthe _____***[insertnameofthecontractandidentificationnumber,asgivenintheSCC]***fortheAccepted ContractAmountof _____***[insertamountinnumbersandwordsandnameofcurrency]***,ascorrectedandmodifiedinacc ordancewiththeInstructionstotenderersisherebyacceptedbyourAgency.

YouarerequestedtofurnishthePerformanceSecuritywithin30daysinaccordancewiththeConditionsofContract,usingfort hatpurposetheofthePerformanceSecurityFormincludedinSectionX,ContractForms,oftheTenderingdocument.

AuthorizedSignature:

_____

NameandTitleofSignatory:

_____

NameofAgency:_____

**Attachment:ContractAgreement**

## FORMNO3-CONTRACTAGREEMENT

*[Thesuccessfultenderershallfillinthisforminaccordancewiththeinstructionsindicated]*

THISAGREEMENTmadethe_____*[insert:**number**]*dayof_____
_____*[insert:**month**],[insert:**year**]*.BETWEEN(1)_____
_____*[insertcompletenameofProcuringEntity*andhavingitsprincipalplaceofbusinessat*[insert:addres sofProcuringEntity]*(hereinaftercalled"ProcuringEntity"),oftheonepart;and(2)
_____*[insertnameofSupplier**]***,acorporationincorporatedunderthelawsof*[insert:countryofSupplier**]***an dhavingitsprincipalplaceofbusinessat
_____*[insert:addressofSupplier]*(hereinaftercalled"theSupplier"),oftheotherpart.

3. WHEREAStheProcuringEntityinvitedTendersforcertainGoodsandancillaryservices,viz.,

   _____

   *[insertbriefdescriptionofGoodsandServices]*andhasacceptedaTenderbytheSupplierforthesupplyofthoseGoodsan dServices,theProcuringEntityandtheSupplieragreeasfollows:

   i) InthisAgreementwordsandexpressionsshallhavethesamemeaningsasare respectivelyassignedtothemintheContractdocumentsreferredto.

   ii) Thefollowingdocumentsshallbedeemedtoformandbereadandconstruedaspartofthis Agreement.ThisAgre ementshallprevailoverallothercontractdocuments.

      a) theLetterofAcceptance

      b) theLetterofTender

      c) theAddendaNos._____(ifany)

      d) SpecialConditionsofContract

      e) GeneralConditionsofContract

      f) theSpecification(includingScheduleofRequirementsandTechnicalSpecifications)

      g) thecompletedSchedules(includingPriceSchedules)

      h) anyotherdocumentlistedinGCCasformingpartoftheContract

   iii) Inconsiderationofthepaymentstobemadebytheprocuringentitytothesupplierasspecifiedinthis Agreement, theSupplierherebycovenantswiththeProcuringEntitytoprovidetheGoodsandServicesandtoremedydefects thereininconformityinallrespectswiththeprovisionsoftheContract.

4. TheProcuringEntityherebycovenantstopaytheSupplierinconsiderationoftheprovisionoftheGoodsandServicesa ndtheremedyingofdefectstherein,theContractPriceorsuchothersumasmaybecomepayableundertheprovisionsoft heContractatthetimesandinthemannerprescribedbytheContract.

5. INWITNESSwhereofthepartieshereto havecausedthisAgreementtobeexecutedinaccordancewiththelawsofKen yaontheday,monthandyearindicatedabove.

**Forandonbehalfoftheprocuringentity**

Signed:_____*[insertsignature]*

inthecapacityof

_____*[inserttitleorotherappropriatedesignation]*I

nthepresenceof_____

_____*[insertidentificationofofficialwitness]***Foran**

**donbehalfofthesupplier**

Signed:

_____ *[insertsignatureofauthorizedrepresentative(s)oftheSupplier]* in

thecapacityof_____

_____ *[inserttitleorotherappropriatedesignation]* inthepresenceof

_____ *[insertidentificationofofficialwitness]*

**FORMNO.4-PERFORMANCESECURITY[Option1-UnconditionalDemandBankGuarantee]**

*[Guarantorletterhead]*

**Beneficiary:**_____

_____*[insertnameandAddressof*Employer*]***Dat**

**e:**_____*[Insertdateofissue]*

**Guarantor:**_____***[****Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]*

1. Wehavebeeninformedthat _____(hereinafter called"theContractor")hasenteredintoContractNo._____dated _____with*(nameofEmployer)*_____ _____(theEmployerastheBeneficiary),fortheexecutionof _____(hereinaftercalled"theContract").

2. Furthermore,weunderstandthat,accordingtotheconditionsoftheContract,aperformanceguaranteeisrequired.

3. AttherequestoftheContractor,weasGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumorsumsnotexceedingintotalanamountof _____(*inwords*),[1]suchsumbeingpayableinthetypesandproportionsofcurrenciesinwhichtheContractPriceispayable,uponreceiptbyusoftheBeneficiary'scomplyingdemandsupportedbytheBeneficiary'sstatement,whetherinthedemanditselforinaseparatesigneddocumentaccompanyingoridentifyingthedemand,statingthattheApplicantisinbreachofitsobligation(s)undertheContract,withouttheBeneficiaryneedingtoproveortoshowgroundsforyourdemandorthesumspecifiedtherein.

4. Thisguaranteeshallexpire,nolaterthanthe….Dayof……,2...…[2],andanydemandforpaymentunderitmustbereceivedbyusattheofficeindicatedaboveonorbeforethatdate.

5. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed*[sixmonths][oneyear],*inresponsetotheBeneficiary'swrittenrequestforsuchextension,suchrequesttobepresentedtotheGuarantorbeforetheexpiryoftheguarantee."

_____

*[NameofAuthorizedOfficial,signature(s)andseals/stamps*]

**FORMNo.5-PERFORMANCESECURITY[Option2–PerformanceBond]**

**Beneficiary:**_____

_____*[insertnameandAddressof*Employer*]***Date:**

_____*[Insertdateofissue]*

**PERFORMANCEBONDNo.:**_____

**Guarantor:**_____*[Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]*

1. BythisBond_____asPrincipal(hereinaftercalled"theContractor")and_____ _____ _____]asSurety(hereinaftercalled"theSurety"),areheldandfirmlyboundunto _____]asObligee(hereinaftercalled"theEmployer")intheamountof _____forthepaymentofwhichsumwellandtrulytobemadeinthetypesandproportionsofcurrenciesinwhichth eContractPriceispayable,theContractorandtheSuretybindthemselves,their heirs,executors,administrators,succe ssorsandassigns,jointlyandseverally,firmlybythesepresents.

2. WHEREAStheContractorhasenteredintoawrittenAgreementwiththeEmployerdatedthe _____dayof,20_____,for _____inaccordancewiththedocuments,plans,specifications,andamendmentsthereto,whichtotheextentherei nprovidedfor,arebyreferencemadeparthereofandarehereinafterreferredtoastheContract.

3. NOW,THEREFORE,theConditionofthisObligationissuchthat,iftheContractorshallpromptlyandfaithfullyperfo rmthesaidContract(includinganyamendmentsthereto),thenthisobligationshallbenullandvoid;otherwise,itshallr emaininfullforceandeffect.WhenevertheContractorshallbe,anddeclaredbytheEmployertobe,indefaultunderthe Contract,theEmployerhavingperformedtheEmployer'sobligationsthereunder,theSuretymaypromptlyremedyth edefault,orshallpromptly:

   1) completetheContractinaccordancewithitstermsandconditions;or

   2) obtainatenderortendersfromqualifiedtenderersforsubmissiontotheEmployerforcompletingtheContractin accordancewithitstermsandconditions,andupondeterminationbytheEmployerandtheSuretyofthelowestre sponsiveTenderers,arrangeforaContractbetweensuchTenderer,andEmployerandmakeavailableasworkpr ogresses(eventhoughthereshouldbeadefaultorasuccessionofdefaultsundertheContractorContractsofcom pletionarrangedunderthisparagraph)sufficientfundstopaythecostofcompletionlesstheBalanceoftheContr actPrice;butnotexceeding,includingothercostsanddamagesforwhichtheSuretymaybeliablehereunder,the amountsetforthinthefirstparagraphhereof.Theterm"BalanceoftheContractPrice,"asusedinthisparagraph,s hallmeanthetotalamountpayablebyEmployertoContractorundertheContract,lesstheamountproperlypaidb yEmployertoContractor;or

   3) paytheEmployertheamountrequiredbyEmployertocompletetheContractinaccordancewithitstermsandcon ditionsuptoatotalnotexceedingtheamountofthisBond.

4. TheSuretyshallnotbeliableforagreatersumthanthespecifiedpenaltyofthisBond.

5. AnysuitunderthisBondmustbeinstitutedbeforetheexpirationofoneyearfromthedateoftheissuingoftheTaking-OverCertificate.Norightofactionshallaccrueonthis BondtoorfortheuseofanypersonorcorporationotherthantheE mployernamedhereinortheheirs,executors,administrators,successors,andassignsoftheEmployer.

6. Intestimonywhereof,theContractorhashereuntosethishandandaffixedhisseal,andtheSuretyhascausedthesepresen ntstobesealedwithhiscorporatesealdulyattestedbythesignatureofhislegalrepresentative,thisday_____of_____20 _____.

SIGNEDON_____onbehalfofBy

_____inthecapacityofI

nthepresenceof

SIGNEDON_____onbehalfof

By

_____inthecapacityofI

nthepresenceof

**FORMNO.6-ADVANCEPAYMENTSECURITY[DemandBankGuarantee]**

*[Guarantorletterhead]*

**Beneficiary:**_____

_____*[InsertnameandAddressof*Employer*]***Date:**

_____*[Insertdateofissue]*

**ADVANCEPAYMENTGUARANTEENo.:**

_____*[Insertguaranteereferencenumber]***Guarantor:**

_____***[***Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]*

1. Wehavebeeninformedthat_____(hereinaftercalled"theContractor")hasenteredintoContractNo. _____*dated*_____withtheBeneficiary,fortheexecutionof _____(hereinaftercalled"theContract").

2. Furthermore,weunderstandthat,accordingtotheconditionsoftheContract,anadvancepaymentinthesum _____(*inwords*)istobemadeagainstanadvancepaymentguarantee.

3. AttherequestoftheContractor,weasGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumorsums notexceedingintotalanamountof_____(*inwords* _____)[1]uponreceiptbyusoftheBeneficiary'scomplyingdemandsupportedbytheBeneficiary'sstatement,whetherinthedemanditselforinaseparatesigneddocumentaccompanyingoridentifyingthedemand,statingeitherthattheApplicant:

   a) hasusedtheadvancepaymentforpurposesotherthanthecostsofmobilizationinrespectofthegoods;or

   b) hasfailedtorepaytheadvancepaymentinaccordancewiththeContractconditions,specifyingtheamountwhichtheApplicanthasfailedtorepay.

4. AdemandunderthisguaranteemaybepresentedasfromthepresentationtotheGuarantorofacertificatefromtheBeneficiary'sbankstatingthattheadvancepaymentreferredtoabovehasbeencreditedtotheContractoronitsaccountnumber_____at_____

5. Themaximumamountofthisguaranteeshallbeprogressivelyreducedbytheamountoftheadvancepaymentrepaidby theContractorasspecifiedincopiesofinterimstatementsorpaymentcertificateswhichshallbepresentedtous.Thisguaranteeshallexpire,atthelatest,uponourreceiptofacopyoftheinterimpaymentcertificateindicatingthatninety(90)percentoftheAcceptedContractAmount,lessprovisionalsums,hasbeen certifiedforpayment,oronthe_____dayof_____,2____,[2]whicheverisearlier. Consequently,anydemandforpaymentunderthisguaranteemustbereceivedbyusatthisofficeonorbeforethatdate.

6. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed*[sixmonths][oneyear],*inresponsetotheBeneficiary'swritten_____requestforsuchextension,suchrequesttobepresentedtotheGuarantorbeforetheexpiryoftheguarantee.

*[NameofAuthorizedOfficial,signature(s)andseals/stamps*]