



**KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH
HOSPITAL
(KUTRRH)**

INVITATION TO TENDER

FOR

**SUPPLY AND DELIVERY OF BUILDING MATERIALS FOR A PERIOD
OF TWO YEARS.**

TENDER NO:

KUTRRH /TNR/G/029/SDBM/2020-2022

**TENDER CLOSING DATE & TIME: WEDNESDAY 20TH
JANUARY, 2021 AT 10:00 A.M.**

**(ALL TENDERERS ARE ADVISED TO READ THE TENDER DOCUMENT CAREFULLY
BEFORE MAKING ANY BID)**

**The Chief Executive Officer,
Kenyatta University Teaching, Referral and Research Hospital
P.O. BOX 7674 - 00100
NAIROBI, KENYA**

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SECTION I - INVITATION TO TENDER.

12th January, 2021

TENDER REF NO. KUTRRH /TNR/G/029/SDBM/2020-2022.

TENDER NAME: SUPPLY AND DELIVERY OF BUILDING MATERIALS.

- 11 Kenyatta University Teaching, Referral and Research Hospital (KUTRRH) invites sealed tenders from eligible bidders for: *Supply and Delivery of Building Materials*.
- 12 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenyatta University Teaching, Referral & Research Hospital, Procurement Department.
- 13 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **(One thousand shillings only) Kshs. 1,000/=** to be deposited in: -

Bank Name: Kenya Commercial Bank (KCB)

Branch: Thika Road Mall

Account Name: Kenyatta University Teaching, Referral & Research Hospital (KUTRRH)

Account Number: 1258637243

OR

Download free of charge from KUTRRH Website at www.kutrrh.go.ke Bidders who opt to download MUST send their contacts details to procurement@kutrrh.go.ke. Those who buy the tenders are advised to take the banking slip to **KUTRRH (Finance – Cash Office)** for an official receipt thereafter you can collect the tender documents from the Procurement Office.

- 14 Prices quoted should be net, inclusive of **all taxes**, and **delivery costs**, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.
- 15 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **(Kenyatta University Teaching, Referral & Research Hospital –Procurement Department)** or be addressed to **(Kenyatta University Teaching, Referral & Research Hospital P.O. Box 7674-00100GPO Nairobi)** so as to be received on or before, **Wednesday 20th January, 2021 at 10:00 a.m.**
- 16 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at **(Kenyatta University Teaching, Referral & Research Hospital - Boardroom)**.

The Chief Executive Officer

Kenyatta University Teaching, Referral and Research Hospital

P.O. Box 7674 – 00100, GPO

NAIROBI.

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is Open as described in the instructions to tenderers. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The tender document shall be charged Kshs.1, 000/= (One thousand).

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. Contents of the Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Bid Securing Declaration Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender Document may notify the Procuring entity in writing or by post at the Entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than four (4) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

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

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
 - (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

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

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28.

2.15 Validity of Tenders

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

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Wednesday 20th January ,2021 at 10:00 a.m.**

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

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

2.18 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Wednesday 20th January ,2021 at 10:00 a.m.**

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday 20th January ,2021 at 10:00 a.m.** and in the location specified in the Invitation to Tender.

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

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

2.20.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.21 Clarification of Tenders

2.21.3 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.4 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) Award Criteria

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

2.28 Procuring entity's Right to Vary quantities

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

2.29 Procuring entity's Right to accept or reject any or all Tenders

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

2.30 Notification of Award

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

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

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

2.31 Signing of Contract

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

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

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

2.32 Performance Security

2.32.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance

Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.32.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.33 Corrupt or Fraudulent Practices

2.33.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.33.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.33.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

Instructions to tenderers(ITT)	Particulars of appendix to instructions to tenderers
2.3	Cost of Tendering
2.3.1	Price for the Hard Copy of the Tender document will be charged Kshs. 1,000.00. Downloaded and Soft Copies of the Tender document from KUTRRH website at www.kutrrh.go.ke will be free of charge.
2.14	Tender Security
2.14.2	Submission original bid bond of Ksh 200,000/- in form of bank or Insurance guarantee approved by Public Procurement and Regulatory Authority (PPRA) valid for 150 days from the date of tender opening
2.15	Validity of Tender Document
2.15.1	Tender Validity will be 120 days from date of opening of tenders.
2.16	Format and Signing of Tenders
2.16.1	Bidders Must Submit One (1) original and One(1) Copy
2.17	Sealing and Marking of Tenders
2.17.2	The Tender submission address is: The Chief Executive Officer, Kenyatta University Teaching, Referral & Research Hospital, P. O. Box 7674-00100 Nairobi
2.20	Opening of Tender
2.20.1	Tenders will be opened on in the presence of bidders who choose to attend on Wednesday 20th January ,2021 at 10:00 a.m. at Kenyatta University Teaching, Referral & Research Hospital Boardroom
2.23	Rates of exchange
2.23.1	The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank of Kenya ruling on the date for the submission of tenders.
2.30	Notification of Award
2.30.2	The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.34	New Clause (Conflicts Between the Tender Document and the PPAD ACT 2015)
	Conflicts between the Tender terms and Public Procurement Assets and Disposal Act 2015. In such cases The Public Procurement Assets and Disposal Act, 2015 will stand.
	The Price validity period of the tender shall be one year from the date of signing the contract
	The Hospital reserves the right to award the contract in whole or in part without any change in the unit price

NOTE:

- 1) Orders will be given **as and when required(AWR)**.
- 2) Prices should be inclusive of loading, delivery and unloading at the hospital.
- 3) Prices quoted **WILL NOT** be varied (changed) within the first twelve (12) months of contract.
- 4) Contract period: **Two (2) years**, commencing on the date of contract signing.
- 5) All certified documents **MUST** be done by Commissioner of Oath.
- 6) The Hospital may subject the Mandatory required documents to a check on the relevant platform, for example, Tax Compliance Certificate (KRA website) National Construction Authority (NCA website).

APPENDIX B – EVALUATION CRITERIA

PRELIMINARY EVALUATION/MANDATORY EVALUATION

EVALUATION CRITERIA – SUPPLY AND DELIVERY OF BUILDING MATERIALS

The method of evaluation will be Merit Point System

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

A.	MANDATORY REQUIREMENTS	POINTS
A1	Valid Copy of Company Tax Compliance Certificate	YES/NO
A2	Current Business Permit/License (Valid)	YES/NO
A3	Valid copy Certificate of Incorporation/Business Registration	YES/NO
A4	Submit tender security Kshs 200,000.00 Payable to KUTRRH	YES/NO
A5	Complete mandatory Business Questionnaire	YES/NO
A6	Bid documents submitted in two copies clearly marked “Original” and “Copy”	YES/NO
A7	Complete Oaths and Statutory Declaration Form	YES/NO
B.	GENERAL REQUIREMENTS	
B1.	Maximum accumulative Volume of Business in a year handled in the last two years 2019, 2020 (Attach Evidence eg. LPOs OR Delivery Notes) <ul style="list-style-type: none"> - Above 10 million (20) - Below 10 but above 5 million (5) - Below 5m but above 2 million (3) - Below 2 million (1) 	20
B2.	Attach three (3) letters of recommendation from referees two of whom must be current customers within 2019 and 2020 -----5 points for each valid letter	15
C	TECHNICAL REQUIREMENTS	
C1.	If your company a manufacturer or Authorized Agents list items of specialization <ul style="list-style-type: none"> - Manufacturer (8) - Agent (7) 	8
C3.	Does your company have own transport? (Attach evidence and capacity) <ul style="list-style-type: none"> - Own Transport (5) - Hire (4) 	5
C4.	State on your company’(s) letterhead how long your prices will hold without changing <ul style="list-style-type: none"> Above 4 Months (10) Between 2 – 4 Months (8) Between 1 – 2 Months (5) Below 1 month (0) 	10
C5.	Delivery Period (attach copies of LPO/Contract and delivery notes as evidence) <ul style="list-style-type: none"> - 1 – 3 Days (10) - 4 – 7 Days (7) - Over 1 week (4) 	10

C6.	Does your firm have any litigation history? Yes () or No () If yes state the nature of litigation.....	2
C8	Presentation of the document	5
	GRAND TOTAL (Pass Mark 70 Points)	80

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing,

pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

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

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.82 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.83 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.84 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.85 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.91 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.92 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

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

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

(b) if the tenderer fails to perform any other obligation(s) under the Contract.

- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.17 Termination of insolvency

3.17.1 The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.18 Termination for convenience

3.18.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.18.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.19 Liquidated Damages

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

3.20 Resolution of Disputes

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

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

3.21 Language and Law

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

3.22 Force Majeure

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

3.23 Notices

3.23.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

3.23.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured.

In preparing Section IV, the following aspects should be taken into consideration.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference.	Special conditions of contract
3.10	<p>Delivery: This will be on an as-and- when required(AWR) basis. Delivery place: Kenyatta University Teaching, Referral & Research Hospital, Kahawa West, Northern Bypass Road.</p>
3.12	<p>Specify method Payments: Payment: will be made on Inspection and Acceptance of the goods.</p> <p>Payment terms are within 60 days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and are in accordance with the specifications and the contract.</p>
3.13	Specify price adjustments allowed. None
3.20	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.21	Specify applicable law. Laws of Kenya
3.23	<p>Indicate addresses of both parties. Client: The Chief Executive Officer Kenyatta University Teaching, Referral & Research Hospital P.O Box 7674 - 00100. Nairobi, Kenya</p>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product.

SECTION VI - SCHEDULE OF REQUIREMENTS.
NAME OF TENDER: SUPPLY & DELIVERY OF BUILDING MATERIALS.
TENDER NO: KUTRRH/TNDR/G/029/SDBM/2020-2022.

CONSTRUCTION MATERIALS

S/NO.	DESCRIPTION	UNIT OF ISSUE	AWR	UNIT COST
1	Clean river sand	Ton	AWR	
2	Machine cut stones 390 x 190 x 190mm blocks (4")	Pcs.	AWR	
3	Machine cut stones 390 x 190 x 140mm blocks (6")	Pcs.	AWR	
4	Machine cut stones 390 x 190 x 90mm blocks (9")	Pcs.	AWR	
5	Ordinary Portland cement (50kg/bag)	Bag	AWR	
6	Ceramic wall tiles 250mm x 400mm	Sm	AWR	
7	Non-slip ceramic floor tiles 300mm x 300mm -APS	Sm	AWR	
8	Non-slip ceramic floor tiles 600mm x 600mm -APS	Sm	AWR	
9	Hoop iron reinforcement ; 20kg/roll	Roll	AWR	
10	Backfill (murrum)	Ton	AWR	
11	Hardcore	Ton	AWR	
12	Quarry dust	Ton	AWR	
13	Natural quarry stones	Ft.	AWR	
14	1/2" x 3/4" ballast	Ton	AWR	
15	Gyproac filler (25kg)	Bag	AWR	
16	Grouting cement (3kg)	No.	AWR	
17	2" x 2" cypress timber (min. 8ft)	Ft.	AWR	
18	4" x 2" cypress timber (min. 8ft)	Ft.	AWR	
19	6" x 1" cypress timber (min. 8ft)	Ft.	AWR	
20	8mm ø re-bar 12M Long	Pcs.	AWR	
21	10mm ø re-bar 12M Long	Pcs.	AWR	
22	12mm ø re-bar 12M Long	Pcs.	AWR	
23	16mm ø re-bar 12M Long	Pcs.	AWR	
24	20mm ø re-bar 12M Long	Pcs.	AWR	
25	25mm ø re-bar 12M Long	Pcs.	AWR	
26	Steel nails 2"	pkt	AWR	
27	Steel nails 3"	pkt	AWR	
28	Steel nails 4"	pkt	AWR	
29	Ordinary nails 2"	Kg.	AWR	
30	Ordinary nails 3"	Kg.	AWR	
31	Ordinary nails 4"	Kg.	AWR	

32	Brc a142 mesh	Roll	AWR	
33	Brc a98 mesh	Roll	AWR	
34	Binding wire	Roll	AWR	
35	Dpm gauge1000	Roll	AWR	
	Dpc 1Mx7M	Roll	AWR	
36	Marine board 8ft x 4ft	Pcs.	AWR	
37	Styrofoam 25mm	Pcs.	AWR	
38	Mdf board (aps) 1200 x 2400 x 12mm	Pcs.	AWR	
39	Heavy duty stainless steel mortise lock (a.p.s)	No.	AWR	
40	Heavy duty black double action steel spring hinge 8"	Pair	AWR	
41	Heavy duty stainless steel door hinges 4"	Pair	AWR	
42	Full size mirrors complete with fitting accessories	Pcs.	AWR	
43	Edge lipping	Lm	AWR	
44	Conta glue (4kg)	Tin	AWR	
45	Ordinary nails 1"	Kg.	AWR	
46	Ordinary nails 1 1/2"	Kg.	AWR	
47	Gypsum board (1200mm x 2400mm x 12mm)	Pcs.	AWR	
48	Gypsum board screws (1")	Pkts.	AWR	
49	Sand p80	Roll	AWR	
50	Sand p100	Roll	AWR	
51	Sand p120	Roll	AWR	
52	600 x 600mm skirting ceramic tile	Sm	AWR	
53	Emulsion paint 4ltrs	Tin	AWR	
54	Emulsion paint 20ltrs	Tin	AWR	
55	Silk paint 4ltrs	Tin	AWR	
56	Silk paint 20ltrs	Tin	AWR	
57	Matt paint 4ltrs	Tin	AWR	
58	Matt paint 20ltrs	Tin	AWR	
59	Acrylic undercoat 4ltrs	Tin	AWR	
60	Acrylic undercoat 20ltrs	Tin	AWR	
61	Permaplast 4ltrs	Tin	AWR	
62	Permaplast 20ltrs	Tin	AWR	
63	Weather guard 4ltrs	Tin	AWR	
64	Weather guard 20ltrs	Tin	AWR	
65	Supergloss 4ltrs	Tin	AWR	

66	Supergloss 20ltrs	Tin	AWR	
67	White spirit 4 ltrs	Ltr.	AWR	
68	White spirit 20ltrs	Ltr.	AWR	
69	Road marking paint 4ltr.	Tin	AWR	
70	Road marking paint 20ltr.	Tin	AWR	
71	Road marking thinner 4ltr.	Tin	AWR	
72	Road marking thinner 20ltr.	Tin	AWR	
73	Painting brush 2"	No.	AWR	
74	Painting brush 4"	No.	AWR	
75	Painting brush 4"	No.	AWR	
76	Painting rollers	No.	AWR	
77	Clear varnish 4ltrs	No.	AWR	
78	3" x 2" cypress timber (min. 8ft)	Ft.	AWR	
79	Acoustic ceiling material which includes ceiling grid, main tee, ceiling grid cross tee, ceiling grid wall angle, threaded rod, armstrong ceiling tiles 600mm x 600mm and wire hanger	Sm	AWR	
80	Plywood (1200 x 24 x 12mm)	Pcs.	AWR	
81	Stainless steel drawer locks	Pcs.	AWR	
82	Mulpha hinges	Pcs.	AWR	
83	Wood glue 1ltr	Tin	AWR	
84	Welding rods	Pkts.	AWR	
85	Grinding discs 4"	Pcs.	AWR	
86	Cutting discs 4"	Pcs.	AWR	
87	Steel casement doors 900 x 2100mm and 1200 x 2100mm	No.	AWR	
88	Steel casement windows 2000 x 1200mm	No.	AWR	
89	Square hollow sections (square tubes) of various sizes			
a.	¾" x 1mm x 20g	No.	AWR	
b.	¾" x 1mm x 18g	No.	AWR	
c.	¾" x 1mm x 16g	No.	AWR	
d.	¾" x 1mm x 14g	No.	AWR	
e.	1" x 1" mm x 20g	No.	AWR	

f.	1" x 1"mm x 18g	No.	AWR	
g.	1" x 1"mm x 16g	No.	AWR	
h.	1" x 1"mm x 14g	No.	AWR	
i.	1¼" x 1mm x 20g	No.	AWR	
j.	1¼" x 1mm x 18g	No.	AWR	
k.	1¼" x 1mm x 16g	No.	AWR	
l.	1¼" x 1mm x 14g	No.	AWR	
m.	1½" x 1mm x 20g	No.	AWR	
n.	1½" x 1mm x 18g	No.	AWR	
o.	1½" x 1mm x 16g	No.	AWR	
p.	1½" x 1mm x 14g	No.	AWR	
q.	2" x 1mm x 20g	No.	AWR	
r.	2" x 1mm x 18g	No.	AWR	
s.	2" x 1mm x 16g	No.	AWR	
t.	2" x 1mm x 14g	No.	AWR	
u.	1" x 3mm	No.	AWR	
v.	1¼" x 3mm	No.	AWR	
w.	1½" x 3mm	No.	AWR	
x.	3mm x 3mm	No.	AWR	
y.	2" x 3mm	No.	AWR	
z.	3mm x 4mm	No.	AWR	
aa.	3mm x 6mm	No.	AWR	
bb.	4mm x 3mm	No.	AWR	
cc.	4mm x 4mm	No.	AWR	
dd.	4mm x 6mm	No.	AWR	
90	Rectangular hollow sections of various sizes			
a.	40 x 25 x1mm	No.	AWR	
b.	40 x 25 x 1.2mm	No.	AWR	
c.	40 x 25 x 1.6mm	No.	AWR	
d.	40 x 25 x 2mm	No.	AWR	
e.	40 x 25 x 3mm	No.	AWR	
f.	50 x 25 x 1mm	No.	AWR	
g.	50 x 25 x 1.2mm	No.	AWR	
h.	50 x 25 x 1.6mm	No.	AWR	
i.	50 x 25 x 2mm	No.	AWR	
j.	50 x 25 x 3mm	No.	AWR	
k.	75 x 50 x 2mm	No.	AWR	
l.	75 x 50 x 2.5mm	No.	AWR	

m.	75 x 50 x 3mm	No.	AWR	
n.	75 x 50 x 4mm	No.	AWR	
o.	100 x 50 x 2.5mm	No.	AWR	
p.	75 x 50 x 3mm	No.	AWR	
q.	75 x 50 x 4mm	No.	AWR	
91	Black pipe of various sizes			
a.	½”	No.	AWR	
b.	¾”	No.	AWR	
c.	1”	No.	AWR	
d.	1¼”	No.	AWR	
e.	1½”	No.	AWR	
f.	2”	No.	AWR	
g.	3”	No.	AWR	
h.	4”	No.	AWR	
92 a.	Zed bar 3mm	Pcs.	AWR	
b.	Zed bar 6mm	Pcs.	AWR	
c.	Zed bar 8mm	Pcs.	AWR	
93	Angle line of various sizes			
a.	20x20x3.0mm	Pcs.	AWR	
b.	25x25x3.0mm	Pcs.	AWR	
c.	30x30x3.0mm	Pcs.	AWR	
d.	40x40x3.0mm	Pcs.	AWR	
e.	50x50x3.0mm	Pcs.	AWR	
f.	25x25x4.0mm	Pcs.	AWR	
g.	30x30x4.0mm	Pcs.	AWR	
h.	40x40x4.0mm	Pcs.	AWR	
i.	50x50x4.0mm	Pcs.	AWR	
j.	25x25x6.0mm	Pcs.	AWR	
k.	30x30x6.0mm	Pcs.	AWR	
l.	40x40x6.0mm	Pcs.	AWR	
m.	50x50x6.0mm	Pcs.	AWR	
n.	75x75x6.0mm	Pcs.	AWR	
o.	100x100x6.0mm	Pcs.	AWR	
p.	60x60x6.0mm	Pcs.	AWR	
q.	30x30x5.0mm	Pcs.	AWR	
r.	50x50x5.0mm	Pcs.	AWR	
s.	70x70x6.0mm	Pcs.	AWR	
94	Black sheet	Pcs.	AWR	

95.	Premix concrete class 25 complete with boom pump	CM	AWR	
96	HCP Blocks 380 x 190 x 230mm deep	Pcs.	AWR	
97	HCP Blocks 380 x 190 x 150mm deep	Pcs.	AWR	
98	390 x 190 x 30mm thick grey bush-hammered cladding	SM	AWR	
	Blue stone cladding 400mm length x100mm width	SM		
	Blue stone cladding 400mm length x200mm width	SM		
99	Grinding discs 9"	Pcs.	AWR	
100	9" diamond cutting disc	Pcs.	AWR	
101	150 x 25mm gum poles with minimum girth 4" and minimum length 6m long	Pcs.	AWR	

ELECTRICAL MATERIALS

1.	1500mm(5ft) LED daylight fittings c/w T8 Tubes	Pcs.		
2.	1200mm (4ft)LED daylight fittings c/w T8 tubes	Pcs.		
3.	600mm (2ft) single LED batten fitting c/w LED T8 tubes daylight	Pcs.		
4.	LED Spherical ball fitting c/w LED energy saver pin type bulb with 10,000 hrs	Pcs.		
5.	LED floodlight fitting type ALFL70W enclosed with flat glass sealed to IP 65	Pcs.		
6.	PL - L 18W 4 pin in line tube with 5000 hours	Pcs.		
7.	300W X 240V E27 clear filament bulb	Pcs.		
8.	15W screw type energy saver bulb with up to 10000 operating hours.	Pcs.		
9.	12W screw type energy saver bulb with upto 10,000 operating hours	Pcs.		
10.	E40 porcelain lamp holder 240V	Pcs.		
11.	Ceiling rose complete with pendant cord and B.C lamp holder to IEC	Pcs.		
12.	Electric cordless drill 18V as MAKITA or equal	No.		
13.	Electric Drills 750 Watts- hammer/drill 1.5mm to 13mm Chuck , rotation selector & ON lock facility as Dewalt or Equal	Pcs.		

14.	Digital Multimeters- : 750volts ac/ 1000volts.Max. Current 20A(30sec.), 10A(continuous); micro& milli Ampere provision AS BENNING MM2 or EQUAL	Pcs.		
15.	5A, 1way 1 gang Bakelite white enamel plate	Pcs.		
16.	5A, 2way 1 gang Bakelite white enamel plate switch	Pcs.		
17.	5A, 2 way 2 gang Bakelite white enamel plate switch	Pcs.		
18.	5A, 2 way 3 gang Bakelite switch as MK	Pcs.		
19.	Bakelite deep single pattress	Pcs.		
20.	Bakelite deep twin pattress	Pcs.		
21.	Bakelite shallow single pattress	Pcs.		
22.	Bakelite blanking single cover plates	Pcs.		
23.	Bakelite blanking twin cover plates	Pcs.		
24.	13A square pin top plug	Pcs.		
25.	13A fused and switched spur units with neon	Pcs.		
26.	Bakelite shallow twin pattress	Pcs.		
27.	45A 1 gang DP water heater switch with neon indicator to BS 3676	Pcs.		
28.	45A cooker control unit with switched socket outlet	Pcs.		
29.	RCD twin gang 13A surge protected socket outlet as MEM cat No.1562 RLD C/W pattress to BS 7288	Pcs.		
30.	20A ceramic toggle switch 240V	Pcs.		
31.	6¼" radiant coil as red spot or red ring (cooker coil)	Pcs.		
32.	8" radiant coil as red spot or red ring (cooker coil)	Pcs.		
33.	13A Bakelite single switched socket outlet as MK	Pcs.		
34.	13A Bakelite twin switched socket outlet as MK	Pcs.		
35.	13A twin splash proof socket outlet	Pcs.		
36.	13A single splash proof socket outlet	Pcs.		
37.	Masonry drill bits heavy duty (5,7,8,10,12)mm sizes per set	Pcs.		
38.	600ml Rustola penetrating oil	pcs		
39.	25A TP 240V AC contactor with 2NO/2NC auxiliaries	Pcs.		

40.	20A TP 240V AC contactor with 2NO/2NC auxiliaries	Pcs.		
41.	40A-TP 240V AC contactor with 2NO/2NC auxiliaries	Pcs.		
42.	50A TP 240V AC contactor with 2NO/2NC auxiliaries	Pcs.		
43.	80A TP 240V AC contactor with 2NO/2NC auxiliaries	Pcs.		
44.	10A pvc strip connector block	Pcs.		
45.	30A pvc strip connector block	Pcs.		
46.	60A pvc strip connector block	Pcs.		
47.	80A pvc strip connector block	Pcs.		
48.	witchlite Multi PIR Presence Detectors. will detect over an area up to 8 metres & C/W 3M lead As thorn Multi PIR, Adjustment time relay 4-30minute.	Pcs.		
49.	Electrical Crimping Tool 25sq.mm - 150sq.mm	No.		
50.	Electrical crimping tool 1.5mm ² -16mm ² capacity	No.		
51.	12 feet adjustable aluminium ladder 2 slide	No.		
52.	Inspection Lamp splash proof complete with 4-way extension sockets and 50 metres cable reel on drum.	Pcs.		
53.	20A 240V Cooker oven switches c/w capillary	Pcs.		
54.	Photocell control switch as Thorn or equal	Pcs.		
55.	32A TP DIN Mounted MCB	Pcs.		
56.	63A TP DIN Mounted MCB	Pcs.		
57.	13A cartridge fuses	Pcs.		
58.	5A cartridge electronic fuses	pcs		
59.	Tower clips 8mm, 10mm, 12mm, 14mm	pcs		
60.	0.75mm ² twin white flex cable in 100m roll	rolls		
61.	6.0mm ² TWE CU cable 100m roll as EA cables	rolls		
62.	4.0mm ² 4 core round flex cable 100m roll	rolls		
63.	10mm ² SC copper cable 100m roll as EA cables - assorted colours	rolls		
64.	2.5mm ² SC copper cable 100m roll as EA cables - assorted colours	rolls		
65.	1.5mm ² SC copper cable 100m roll as EA cables - assorted colours	rolls		
66.	1" X ½" X 4m PVC white mini trunking	pcs		

67.	soft grip general duty pliers			
68.	Flame detector Model Landis & Gyr QRB3	pcs		
69.	Cable termination lugs 2.5mm ² , pin type, insulated terminal	pkts		
70.	Cembre crimp terminals 2.5mm ² , insulated terminal	pkts		
71.	Heavy gauge Plastic conduits (a) 20mm (b) 25mm (c) 32mm (d) 50mm	pcs		

	Fix and twist type fluorescent tube holders	pcs		
	Fixed spring tension fluorescent tube holders	pcs		
	Free run type fluorescent tube holders	pcs		

Signature of tenderer _____

Notes:

- a. Awards will be made to the lowest responsive evaluated bidder(s).

Section viii - standard forms

1. Form of Tender
2. Contract Form
3. Confidential Questionnaire Form
4. Bid Securing Declaration Form
5. Performance Security Form
6. Bank Guarantee Form
7. Notification of Intention to Award
8. Litigation History Form
9. Integrity Declaration
10. Anti-Corruption Declaration
11. Dealership/Manufacturer's Authorization Form
12. Form RB1

FORM 2

CONTRACT FORM (TO BE SIGNED BY THE WINNING TENDERER AND KUTRRH)

THIS AGREEMENT made theday of2021 between.....
[Name of procurement entity] of [country of Procurement entity]
(hereinafter called “the Procuring entity”) of the one part and..... [name of
tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of
the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares.
Viz..... [brief description of materials and spares] and has accepted a tender
by the tenderer for the supply of those materials and spares in the sum of
..... [contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

FORM 3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

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

Part _____ General:

Business Name.....

Location of Business Premises

.....

Plot No. Street/Road

Postal Address Tel./No.....

.....

Fax Email

Nature of business

Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs:

Name of your bankers Branch

.....

Part 2(a) – Sole Proprietor:

Your name in fullAge

NationalityCountry of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company:–

Nominal Kshs:

Issued Kshs:

Give details of all directors as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Stamp.....

FORM 4

PERFORMANCE SECURITY FORM (TO BE PROVIDED AFTER SIGNING OF CONTRACT)

To:..... [name of the Procuring entity]

WHEREAS.....[name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____[reference number of the contract] dated _____20____to supply..... [Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20_____

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

FORM 5

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To.....[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,.....[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of[amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors _____

[name of bank or financial institution]

[address] _____ [date]

FORM 6

NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.
4. Please note that this Notification does not constitute a Contract.
5. You will be required to give a 10% performance bond in form of a Bank Guarantee from a bank registered in Kenya, prior to Contract signing.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM 7

LITIGATION HISTORY FORM

Bidders must provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award for or against	Name of client, cause of litigation and matter in dispute	Disputed amount (current value, Kshs. Equivalent)
2020			
2019			
2018			
2017			
2016			
2015			
2014			
2013			

Signature & Stamp.....

Date.....

FORM 8

INTEGRITY DECLARATION

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate Senior Corporate Officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate Senior Corporate Officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

3. Tenders which do not conform to these requirements shall not be considered.
4. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
5. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
6. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

FORM 9

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 62 of the PPAD Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

AuthorizedSignature.....

Name and Title of Signatory.....

FORM 10

DEALERSHIP/MANUFACTURER'S AUTHORIZATION FORM

To [*name of the Procuring entity*]

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

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....of.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED..... (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED
Board Secretary