



**THIKA WATER AND SEWERAGE COMPANY LIMITED  
(THIWASCO)**

**TENDER NO: THIWASCO-025-2020-2022**

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**PROJECT: SUPPLY AND DELIVERY OF  
ELECTRICAL FITTINGS AND  
EQUIPMENT**

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**MANAGING DIRECTOR  
THIKA WATER AND SEWERAGE COMPANY LTD,  
P.O. BOX 6103 - 00100, THIKA – KENYA.**

**(2020-2022)**

**CLOSING DATE:23<sup>RD</sup> JUNE 2020 AT 11.00AM**

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### SECTION I INVITATION TO TENDER

TENDER REF NO. **THIWASCO 025-2020-2022**

**TENDER NAME                    SUPPLY AND DELIVERY OF ELECTRICAL  
FITTINGS AND EQUIPMENT**

- 1.1 The Thika Water & Sewerage Company invites sealed bids from eligible candidates for supply of electrical fittings and Equipment
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Thika Water Company located at Thika procurement office from 8am-1pm and 2pm to 5pm from Monday to Friday excluding public holidays.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees (*Kshs.1,000.00*) through bank deposit to;  
**(THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH).***Tender documents code-027* or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website [www.thikawater.co.ke](http://www.thikawater.co.ke). Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to [procurement@thikawater.co.ke](mailto:procurement@thikawater.co.ke).
- 1.4** Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Thika Water Company located outside the procurement office or be addressed to Thika Water Company P.O. Box 6103-01000 Thika so as to be received on or before ***Tuesday 23<sup>rd</sup> June 2020 at 11.00am***
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Thika Water main Office.
- 1.7 Bidders must serialize their bid documents in the format of 1,2,3,4.....

**SECTION II - INSTRUCTIONS TO TENDERERS**

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## **2.1 Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

## **2.2 Eligible Goods**

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

## **2.3 Cost of Tendering**

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

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

#### 2.4. **The Tender Document**

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

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

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

#### 2.5 **Clarification of Documents**

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

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

## **2.6 Amendment of Documents**

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

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

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

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

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



- supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

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

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

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

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the

time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

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

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

### **2.13 Goods Eligibility and Conformity to Tender Documents**

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

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

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

## **2.14 Tender Security**

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

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

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

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;  
or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27  
or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses 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,” (day, date and time of closing)

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

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

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (day, date and time of closing).

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

## **2.19 Modification and Withdrawal of Tenders**

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

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

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

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

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

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

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ( *time, day and date of closing*) and in the location specified in the Invitation to Tender.

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender

security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

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

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

## **2.22 Preliminary Examination**

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

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

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

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

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

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

## **2.23 Conversion to Single Currency**

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

## **2.24 Evaluation and Comparison of Tenders**

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

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

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

## **2.25 Preference**

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

## **2.26 Contacting the Procuring entity**

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



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

## **2.27 Award of Contract**

### **(a) Post-qualification**

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

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

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

### **(b) Award Criteria**

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

### **(c) Procuring entity's Right to Vary quantities**

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

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

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

## **2.28 Notification of Award**

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

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

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

## **2.29 Signing of Contract**

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

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

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

## **2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

### **2.31 Corrupt or Fraudulent Practices**

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

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

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

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

ITT	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Eligible Particulars of eligible tenderers: <b>Open</b>
2.3.2	may be obtained by interested candidates upon payment of a non- refundable fee of (Kshs.1,000.00) ( <b>THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH</b> ).Tender documents <b>code-027</b> or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website <a href="http://www.thikawater.co.ke">www.thikawater.co.ke</a> . Bidders who download the documents from the website <b>MUST</b> also forward their particulars immediately for records via email to <a href="mailto:procurement@thikawater.co.ke">procurement@thikawater.co.ke</a> .
2.10.4	Validity of tender prices shall be 120days from the date of tender opening
2.14.1	Tender security Tenderers shall furnish a tender security of Kshs.20,000.00
2.15.1	Validity of tenders shall be 120 days from the date of tender opening
2.16.1	Submission of tenders shall be Two copies, one original and copy
2.17.2 (b)	Day, Date and time of closing :Tuesday 23 <sup>rd</sup> June 2020 at 11.00am
2.18.1	Deadline for submission of tenders: 23 <sup>rd</sup> June 2020 at 11.00am

2.20	Opening of tenders: 23 <sup>rd</sup> June 2020 at 11.00am																																																								
2.24	<p>Evaluation and comparison of tenders-as indicated bellow</p> <p style="text-align: center;"><b><u>Evaluation Criteria</u></b></p> <p>1. Preliminary/Mandatory Criteria</p> <p>Bidders should submit copies of the following documents as indicated bellow</p> <table border="1"> <thead> <tr> <th>S/No.</th> <th>REQUIRMENTS</th> <th>YES</th> <th>NO</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Proof of legal existence (Certificate of registration/incorporation)</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>Valid relevant Business permit</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>Valid Tax compliance certificate from KRA (i.e. not more than 12 months with effect from date of submission of bids)</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>Certificate of Confirmation of Directors and Shareholding (upto date CR12) for limited company or/ an ID Card for Sole Proprietorship/partnership</td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td>Dully filled, signed and stamped confidential business</td> <td></td> <td></td> </tr> <tr> <td>6.</td> <td>Tender Security of Kshs.20,000.00 provided by insurance companies approved by PPRA or other financial institutions.</td> <td></td> <td></td> </tr> <tr> <td>7.</td> <td>Dully filled, signed and stamped price schedule.</td> <td></td> <td></td> </tr> <tr> <td>8.</td> <td>Bid documents must be submitted in two copies marked “<b>original and Copy</b>”</td> <td></td> <td></td> </tr> </tbody> </table> <p><b>Note: Noncompliance with any MANDATORY requirement will automatically result in disqualification.</b></p> <p><b>2. TECHNICAL EVALUATION</b></p> <table border="1"> <tbody> <tr> <td><b>2</b></td> <td><b>Technical Evaluation Stage-Evaluation requirements</b></td> <td></td> </tr> <tr> <td><b>1.</b></td> <td><b>Financial Status of the Company</b></td> <td></td> </tr> <tr> <td>a)</td> <td>Analysis of the provided audited accounts for the last two (2) financial years <b>2017-2018,2019-2020</b></td> <td style="text-align: center;"><b>15</b></td> </tr> <tr> <td>b)</td> <td>Provide letter of authority to seek references from tenderer’s bank (letters addressed to specific Banks giving authority to the Client to verify the bank statement).</td> <td style="text-align: center;"><b>15</b></td> </tr> <tr> <td><b>2.</b></td> <td><b>Experience of Work</b></td> <td></td> </tr> <tr> <td>a)</td> <td>No. of Years in supply of Galvanized pipes and fittings  5 years and above = 10 marks  Others prorated at:</td> <td style="text-align: center;"><b>10</b></td> </tr> </tbody> </table>			S/No.	REQUIRMENTS	YES	NO	1.	Proof of legal existence (Certificate of registration/incorporation)			2.	Valid relevant Business permit			3.	Valid Tax compliance certificate from KRA (i.e. not more than 12 months with effect from date of submission of bids)			4.	Certificate of Confirmation of Directors and Shareholding (upto date CR12) for limited company or/ an ID Card for Sole Proprietorship/partnership			5.	Dully filled, signed and stamped confidential business			6.	Tender Security of Kshs.20,000.00 provided by insurance companies approved by PPRA or other financial institutions.			7.	Dully filled, signed and stamped price schedule.			8.	Bid documents must be submitted in two copies marked “ <b>original and Copy</b> ”			<b>2</b>	<b>Technical Evaluation Stage-Evaluation requirements</b>		<b>1.</b>	<b>Financial Status of the Company</b>		a)	Analysis of the provided audited accounts for the last two (2) financial years <b>2017-2018,2019-2020</b>	<b>15</b>	b)	Provide letter of authority to seek references from tenderer’s bank (letters addressed to specific Banks giving authority to the Client to verify the bank statement).	<b>15</b>	<b>2.</b>	<b>Experience of Work</b>		a)	No. of Years in supply of Galvanized pipes and fittings  5 years and above = 10 marks  Others prorated at:	<b>10</b>
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	No. of years × 10 marks/5years	
b)	No. of business done in supply of Galvanized pipes and fittings in 2017, 2018 and 2019. (LPOs/Contracts/Completion letters) 5 LPO/Contracts/Completion letters and above =10 marks  Others prorated at: No. of LPOs/Contracts/Completion letters ×10 marks/5marks	<b>10</b>
c)	Magnitude of businesses done in supply of Galvanized pipes and fittings in the year 2017, 2018 and 2019 5 million and above =10 marks  others prorated at:  value of businesses × 10 marks/5million	<b>10</b>
<b>3.</b>	Manufacture authorization certificate or letter	<b>10</b>
<b>4.</b>	<b>Delivery period</b>	
	Delivery period -1-3 days = 5 -4-7 days = 3 -over 1 week = 2	<b>5</b>
<b>5.</b>	<b>Credit period</b>	
	Indicate the credit line period you intend to give to the company 90 days and above = 12 60 days and below = 9 30 day and below = 6 Less than 30 days = 3	<b>12</b>
<b>6.</b>	Eligibility & Disclosure of litigation history	<b>8</b>
<b>7.</b>	Document conformity/arrangements of documents	<b>5</b>
<b>Total</b>		<b>100</b>

	<p><b>Note:</b></p> <p>(i) Bidders must meet all the mandatory requirements to qualify for general and technical requirements.</p> <p>(ii) To qualify for financial evaluation, the bidder must score a minimum of 70 points (70%)  Any information provided by the bidder may be verified by the company as part of due diligence and if information is found to be false, the company may be disqualified</p>
2.27(b)	Award Criteria: Award will be made to the lowest evaluated bidder per line item
2.30	Particulars of performance security: None

**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” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

## **3.2 Application**

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

## **3.3 Country of Origin**

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

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

## **3.4 Standards**

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

## **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

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

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

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

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

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

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

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

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

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a

contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance security - <b>None</b>
3.8	Inspection and tests the procuring entity, the bidder shall bare the cost of inspection and test done by external purchase;
3.12	Modes of payment-100% payment upon delivery and inspection and acceptance. Payments shall be made 90 days from the date of invoice and shall be upon delivery and acceptance
3.13	Prices should be inclusive of V.A.T
3.18	Arbitration laws of Kenya

## **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
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.



## 5.2 PARTICULARS

ELECTRICAL MATERIALS DESCRIPTION
Cable reel 10A x 4 socket 30mts
changeover switch 100A
LED flood light 150 wts
Switch fuse 200 AMPS MEM/BILL
1.0MM2 core flexible cord
10 mm extra heavy-duty pistol drill (reversible)
10" D iron
100 A power meters
1000 wts coil less inverters
100Dpo3-570fg 100 LED flood light
10"Shuckle insulators
12.5 KVAR capacitors
120 mm2 x 4 core P.V.C/SWA/PVC CABLE
1200mm LED lamp (18DP 1013C)
120mm range hydraulic clamping tool
122-piece service engineering kit
12VTS/240VTS x 30A inverter
13ft Extension step ladder aluminum
100 wts LED flood light
1500 wts Digital inverters
1500MM copper earth rods
1500mm LED lamps
18 Volts cordless torque adjustable impact drill
195 wts photo Voltaic solar modules
2.5 mm2 3core flexible cord
2.5mm2 single core flexible cable
200 Ahr maintenance free batteries (deep cycle)
208-piece apprentice Engineers tool kit AET 200 (stainless)
20mm Galvanized conduits
22 kwts Energy efficient EF 3 motor
240 Vts submersible pump 54m head
240mm range hydraulic clamping tool kit
25 Kvar capacitor bank
25 pieces set TCD 025
25mm Galvanized conduit
30 wts LED flood lights
300A MC cut outs C/W fuse
300A neutral links

ELECTRICAL MATERIALS DESCRIPTION
4.0 MM2X2 CORE PVC/SWA PVC copper cable
400 A MEM switch fuse
40FT Extension ladder (light wood Kenya Power Co. type)
50 wts LED flood lights
500 A hr maintenance free batteries
5000 Wts coil-less inverters
50MM Single copper cable (double insulated)
50mm2 single copper cable
55kw High efficiency meter (EFFI)
6 wts LED bulbs (PIN)
6 wts LED bulbs (screw)
6.0mm2 single core flexible cable
6.5 kwt Petrol driven silent generators (battery start)
60 DP -720LD63 120 LED street lights
60 KM radius siren C/W beacon light and power unit
9 PC pro- Torque precision screw drivers
95MM squared 4 core armored cable
9M treated wooden pole
AC/DV voltmeter 600vL/X 360TRF
BF 125contactors 240v coil
BF 50 contactors 240 v coil
Blade fuse 100A
Blade fuse 250A
Blade fuse 400A
Blade fuse 600A
Bottle fuse 25A
Bottle fuse 35 A
Bottle fuse 63 A
Buckle clips 2
Bulk head fittings 100 wts
2 core armored cable U/G 6 MM2
cable staples
Cable staples (2.5mm) pkt
Cctv rotating cameras 100mts range
Chrome vanadium metric socket set
Circuit breaker MCB (single)
Compact florescent lamps
Complete -(area flooding) light with bulbs 400 wts
Complete set box spanners (chrome)
contactor 100A 3 PHASE ASEA or equivalent
Contactor 150A 3 phase ASEA or equivalent

ELECTRICAL MATERIALS DESCRIPTION
Contactors 25/30A Stromberg
contactors 25A 1 phase
Contactors 60A 3 phase ASEA or equivalent
Contactors 60/63A 1 phase
Contactors coil 240V /25-30A
Contactors coil lovato type BF 50 240
Contactors EH 100 ASEA or equivalent
Contactors EH 40 ASEA or equivalent
Copper earth electrode 16mm x150mm
Cord grip lamp holder
Couplers with bushes heavy gauge
Couplers with bushes heavy gauge 20mm
cut out twin (Henley)80A
Deep patreses
Digital Multimeter 5000vts range
Electronic water pressure gauges
3 Phase distribution board 8 way
DP-720 LD60w
Dual level relay 230 V AC
Manual clamping tool
Electric door lock
Electrical Tool box(5 COMPARTMENT)
Electricians safety boots rubber)
Electricians VDE tool bag & kit (16piece)
Electronic /Digital flow meters
Electronic Ballast florescent fittings(2twin)
Electronic Ballast florescent fittings (4" single)
Electronic Ballast florescent fittings(4" twin)
Electronic Igniter SX76
Electronic Igniter SN 57/58
Energy saving bulb 250wts
Energy saving flood lights (3 bulb) IP65
Expert Soldering kit
Extension ladder (aluminum) 15 ft
Extension ladder (wooden 20 ft)
Flat twin cable 1.0 mm <sup>2</sup> (square)
Flat twin with earth cable 16 MM (square)
Fluorescent fitting single complete 1200mm
Fluorescent fitting single complete 1500mm

ELECTRICAL MATERIALS DESCRIPTION
Fluorescent fittings 600mm complete
Fluorescent tubes 40 wts 1200mm
Fluorescent tubes 65 wts 1500mm
Fluorescent tubes 80 wts
Fluorescent tubes starters 40 wts
6 Way extension power sockets with surge protection
H V safety gloves rubber
Heavy Duty tool bag
High efficiency EF 3 motors 15kwts
Insulation tape 1"
Interval timer 8- 180s (w-RE-SET)
IP65 400wts flood lights
IP65 400wts flood lights
Joint junction box (large)
Lamp holder 2 pin porcelain
Lamp holder 2 pin porcelain
70 wts Led flood light c/w motion sensor
LED head Lamp (3 levels)
MCCB 400A
megger battery driven (IR Tester)
mega earth loop impedance tester
Mercury bulbs 125 (Pins)HMPV
mercury bulbs 125(screw)HMPV
50 wts high compact fluorescent bulbs(screw)
mercury bulbs 160 wts HMPV
mercury fitting complete with 125 wts bulb
Metal halide MH 400
Mini trucking
Multi-tester size 12D SANWA/HIO
Overload relay 100A ASEA
panel pins 1/2"
Phase detector (R Y B)
Heavy duty transformer
Phase failure relay
40A charging controller
phase tester
photo cell 1000 Wts
Plastic conduits (heavy gauge) 20mm
Pole climber shoes \$ safety Belt
Post top light fitting (gamma six at NO. QGB1125) (energy efficient bulb)
Power logger
PVC conduit 25 MM (H.G)
PVC conduit 32mm H.G)
PVC conduit 50mm

ELECTRICAL MATERIALS DESCRIPTION
PVC flat twin w/e 1.5 mm <sup>2</sup>
PVC single core cable insulated 2.5 (square)
20A ac/dc transformers
PVC twin with earth flat sheath 2.5m(square)
Telephone sets
Range fixed cctv cameras 100mts
Rechargeable lamp ILR 330
Rechargeable lantern ERS002
Screw type porcelain lamp holder for 400 watts bulb
100A solar charged battery (deep cycle)
16mm <sup>2</sup> single core cable
Security alarms c/w beacon light and stand by battery 240vts
Single core cable 6mm <sup>2</sup>
Single core heat resistive 1.5mm <sup>2</sup> cable
Slide fuse 5A
Slide fuse 25A
Socket outlet 15A twin metal clad
sockets outlets surface 13 A mk
sockets outlets surface 5 A mk
10mm <sup>2</sup> single cable
CCTV video/power cable
Soft starters 200 A
Soft starters 40 A
Solar charged lanterns 100 wts
25mm <sup>2</sup> single core cable
Head mounted spot lights
Standard Vinear Calipers
Star delta starter 10 HP
star delta starter 40 HP
16 channel digital DVR
24 channel digital DVR
Video balloons
Street luminaries SGS102SON C/W100NT BULB
Swan neck fittings 100 wts
Switch fuse 100AMPS MEM/BILL
120mm 4 core underground armored cable joint kits
240mm <sup>2</sup> underground armored cable joint kit
Voltage synchronizing relay
Data cable

ELECTRICAL MATERIALS DESCRIPTION
Hand held industrial blower(240vts)
1 Terabyte hard disk
2 Terabyte hard disk
Back-back computer cable
40A change over switch
150-meter range cctv camera (10mega pixel)
T 5 florescent 1200mm
Tachometer
Time switch 30A
Tong tester
Tong tester (clamp on meters)
40A power control circuits
Electric drilling machine
10 mega pixel 50m range cctv cameras
Volt stick
Metal crow bar
12 vts electronic relays
Kenwood ck2000 radio complete with all std accessories
Design & install a 5KW solar lighting systems
Supply and install 1200A Auto Transfer Switch (auto change-over)
Rewinding of 22kwt electric induction motor
Rewinding of 15kwt electric induction motor
7.5kwt 150m <sup>3</sup> /h electric motor driven submersible disludging pump
2kwt submersible pump
16mm <sup>2</sup> 4core copper flex cable
10mm <sup>2</sup> 4core copper flex cable
10way 3-phase distribution board
Water Level Relays
Phase Failure
200Wts Flood Lights
50Wts Flood Lights
10Wts c/w motion sensors
11Wts LED bulbs (screw type)
11Wts LED bulbs (2pin type)
14pin 240V round mini contactor relays
200A 3pole contactors (ABB/Siemens or equivalent)
24VDC 11pin mini contactor relays
Coupling rubber size130
Coupling rubber size70
FX 70 coupling rubber
FX 80 coupling rubber
36Wts fluorescent tubes (Osram or equivalent)
Fluorescent starters
Motor/pump couplings as per sample

ELECTRICAL MATERIALS DESCRIPTION
----------------------------------

4 Way extension sockets c/w surge protection
--

1-inch insulating tapes (globe or equivalent)
---

## SECTION VI - SCHEDULE OF REQUIREMENTS

ELECTRICAL MATERIALS DESCRIPTION	QUANTITY	UNIT OF ISSUE
Cable reel 10A x 4 socket 30mts		Each
changeover switch 100A		Each
LED flood light 150 wts		Each
Switch fuse 200 AMPS MEM/BILL		Each
1.0MM2 core flexible cord		Roll
10 mm extra heavy-duty pistol drill (reversible)		Each
10" D iron		Each
100 A power meters		Each
1000 wts coil less inverters		Each
100Dpo3-570fg 100 LED flood light		Each
10"Shuckle insulators		Each
12.5 KVAR capacitors		Each
120 mm <sup>2</sup> x 4 core P.V.C/SWA/PVC CABLE		Metre
1200mm LED lamp (18DP 1013C)		Each
120mm range hydraulic clamping tool		Each
122-piece service engineering kit		Each
12VTS/240VTS x 30A inverter		Each
13ft Extension step ladder aluminum		Each
100 wts LED flood light		Each
1500 wts Digital inverters		Each
1500MM copper earth rods		Each
1500mm LED lamps		Each
18 Volts cordless torque adjustable impact drill		Each
195 wts photo Voltaic solar modules		
2.5 mm <sup>2</sup> 3core flexible cord		Rolls
2.5mm <sup>2</sup> single core flexible cable		Roll
200 Ahr maintenance free batteries (deep cycle)		Each
208-piece apprentice Engineers tool kit AET 200 (stainless)		Each
20mm Galvanized conduits		Each
22 kwts Energy efficient EF 3 motor		Each
240 Vts submersible pump 54m head		Each
240mm range hydraulic clamping tool kit		Each
25 Kvar capacitor bank		Each
25 pieces set TCD 025		Each
25mm Galvanized conduit		Each
30 wts LED flood lights		Each
300A MC cut outs C/W fuse		Each



300A neutral links		Each
4.0 MM2X2 CORE PVC/SWA PVC copper cable		Meter
400 A MEM switch fuse		Each
40FT Extension ladder (light wood Kenya Power Co. type)		Each
50 wts LED flood lights		Each
500 A hr maintenance free batteries		No
5000 Wts coil-less inverters		No
50MM Single copper cable (double insulated)		Meter
50mm2 single copper cable		Meter
55kw High efficiency meter (EFFI)		Each
6 wts LED bulbs (PIN)		No
6 wts LED bulbs (screw)		No
6.0mm2 single core flexible cable		Roll
6.5 kwt Petrol driven silent generators (battery start)		Each
60 DP -720LD63 120 LED street lights		each
60 KM radius siren C/W beacon light and power unit		Each
9 PC pro- Torque precision screw drivers		Set
95MM squared 4 core armored cable		Meter
9M treated wooden pole		Meter
AC/DV voltmeter 600vL/X 360TRF		Each
BF 125contactors 240v coil		Each
BF 50 contactors 240 v coil		Each
Blade fuse 100A		Each
Blade fuse 250A		Each
Blade fuse 400A		Each
Blade fuse 600A		Each
Bottle fuse 25A		Each
Bottle fuse 35 A		Each
Bottle fuse 63 A		Each
Buckle clips 2		Packets
Bulk head fittings 100 wts		Each
2 core armored cable U/G 6 MM2		Meter
cable staples		Packets
Cable staples (2.5mm) pkt		pkts
Cctv rotating cameras 100mts range		Each
Chrome vanadium metric socket set		Set
Circuit breaker MCB (single)		Each
Compact florescent lamps		Each
Complete -(area flooding) light with bulbs 400 wts		Each
Complete set box spanners (chrome)		Set

contactor 100A 3 PHASE ASEA or equivalent		Each
Contactora 150A 3 phase ASEA or equivalent		Each
Contactora 25/30A Stromberg		Each
contactor 25A 1 phase		Each
Contactora 60A 3 phase ASEA or equivalent		Each
Contactora 60/63A 1 phase		Each
Contactora coil 240V /25-30A		Each
Contactora coil lovato type BF 50 240		Each
Contactora EH 100 ASEA or equivalent		Each
Contactora EH 40 ASEA or equivalent		Each
Copper earth electrode 16mm x150mm		Each
Cord grip lamp holder		Each
Couplers with bushes heavy gauge		Each
Couplers with bushes heavy gauge 20mm		Each
cut out twin (Henley)80A		Each
Deep patreses		Each
Digital Multimeter 5000vts range		Each
Electronic water pressure gauges		Each
3 Phase distribution board 8 way		Each
DP-720 LD60w		Each
Dual level relay 230 V AC		Each
Manual clamping tool		Each
Electric door lock		Each
Electrical Tool box(5 COMPARTMENT)		Each
Electricians safety boots rubber)		Pair
Electricians VDE tool bag & kit (16piece)		Each
Electronic /Digital flow meters		Each
Electronic Ballast florescent fittings(2twin)		Each
Electronic Ballast florescent fittings (4" single)		Each
Electronic Ballast florescent fittings(4" twin)		Each
Electronic Igniter SX76		Each
Electronic Igniter SN 57/58		Each
Energy saving bulb 250wts		Each
Energy saving flood lights (3 bulb) IP65		Each
Expert Soldering kit		Each
Extension ladder (aluminum) 15 ft		Each
Extension ladder (wooden 20 ft)		Each
Flat twin cable 1.0 mm2 (square)		Roll
Flat twin with earth cable 16 MM (square)		roll

Fluorescent fitting single complete 1200mm		Each
Fluorescent fitting single complete 1500mm		Each
Fluorescent fittings 600mm complete		Each
Fluorescent tubes 40 wts 1200mm		Each
Fluorescent tubes 65 wts 1500mm		Each
Fluorescent tubes 80 wts		Each
Fluorescent tubes starters 40 wts		Doz
6 Way extension power sockets with surge protection		Each
H V safety gloves rubber		Each
Heavy Duty tool bag		Each
High efficiency EF 3 motors 15kwts		Each
Insulation tape 1"		Each
Interval timer 8- 180s (w-RE-SET)		Doz
IP65 400wts flood lights		Each
IP65 400wts flood lights		Each
Joint junction box (large)		Each
Lamp holder 2 pin porcelain		Each
Lamp holder 2 pin porcelain		Each
70 wts Led flood light c/w motion sensor		Each
LED head Lamp (3 levels)		Each
MCCB 400A		Each
megger battery driven (IR Tester)		Each
mega earth loop impedance tester		Each
Mercury bulbs 125 (Pins)HMPV		Each
mercury bulbs 125(screw)HMPV		Each
50 wts high compact fluorescent bulbs(screw)		Each
mercury bulbs 160 wts HMPV		Each
mercury fitting complete with 125 wts bulb		Each
Metal halide MH 400		Each
Mini trucking		Length
Multi-tester size 12D SANWA/HIO		Each
Overload relay 100A ASEA		Each
panel pins 1/2"		Packets
Phase detector (R Y B)		Each
Heavy duty transformer		No
Phase failure relay		Each
40A charging controller		Each
phase tester		Each
photo cell 1000 Wts		Each
Plastic conduits (heavy gauge) 20mm		Each
Pole climber shoes \$ safety Belt		Set
Post top light fitting (gamma six at NO. QGB1125) (energy efficient bulb)		Each

Power logger		Each
PVC conduit 25 MM (H.G)		Each
PVC conduit 32mm H.G)		Each
PVC conduit 50mm		Length
PVC flat twin w/e 1.5 mm2		Roll
PVC single core cable insulated 2.5 (square)		Roll
20A ac/dc transformers		No
PVC twin with earth flat sheath 2.5m(square)		roll
Telephone sets		No
Range fixed cctv cameras 100mts		N0
Rechargeable lamp ILR 330		Each
Rechargeable lantern ERS002		Each
Screw type porcelain lamp holder for 400 watts bulb		No
100A solar charged battery (deep cycle)		No
16mm2 single core cable		Meter
Security alarms c/w beacon light and stand by battery 240vts		No
Single core cable 6mm2		Roll
Single core heat resistive 1.5mm2 cable		Roll
Slide fuse 5A		Each
Slide fuse 25A		Each
Socket outlet 15A twin metal clad		Each
sockets outlets surface 13 A mk		Each
sockets outlets surface 5 A mk		Each
10mm2 single cable		Meter
CCTV video/power cable		Roll
Soft starters 200 A		Each
Soft starters 40 A		Each
Solar charged lanterns 100 wts		Each
25mm2 single core cable		Meter
Head mounted spot lights		Each
Standard Vinear Calipers		Each
Star delta starter 10 HP		Each
star delta starter 40 HP		Each
16 channel digital DVR		Each
24 channel digital DVR		Each
Video balloons		Each
Street luminaries SGS102SON C/W100NT BULB		Each
Swan neck fittings 100 wts		Each
Switch fuse 100AMPS MEM/BILL		Each
120mm 4 core underground armored cable		Each

joint kits		
240mm <sup>2</sup> underground armored cable joint kit		Each
Voltage synchronizing relay		Each
Data cable		Meter
Hand held industrial blower(240vts)		Each
1 Terabyte hard disk		Each
2 Terabyte hard disk		Each
Back-back computer cable		Each
40A change over switch		Each
150-meter range cctv camera (10mega pixel)		Each
T 5 florescent 1200mm		Doz
Tachometer		Each
Time switch 30A		Each
Tong tester		Each
Tong tester (clamp on meters)		Each
40A power control circuits		Each
Electric drilling machine		Each
10 mega pixel 50m range cctv cameras		Each
Volt stick		No
Metal crow bar		Each
12 vts electronic relays		Each
Kenwood ck2000 radio complete with all std accessories		Each
Design & install a 5KW solar lighting systems		Lot
Supply and install 1200A Auto Transfer Switch (auto change-over)		No
Rewinding of 22kwt electric induction motor		No
Rewinding of 15kwt electric induction motor		No
7.5kwt 150m <sup>3</sup> /h electric motor driven submersible disludging pump		No
2kwt submersible pump		No
16mm <sup>2</sup> 4core copper flex cable		Meter
10mm <sup>2</sup> 4core copper flex cable		Meter
10way 3-phase distribution board		No
Water Level Relays		No.
Phase Failure		No.
200Wts Flood Lights		No.
50Wts Flood Lights		No.
10Wts c/w motion sensors		No.
11Wts LED bulbs (screw type)		No.
11Wts LED bulbs (2pin type)		No.
14pin 240V round mini contactor relays		No.

200A 3pole contactors (ABB/Siemens or equivalent)		No.
24VDC 11pin mini contactor relays		No.
Coupling rubber size130		No.
Coupling rubber size70		No.
FX 70 coupling rubber		No.
FX 80 coupling rubber		No.
36Wts fluorescent tubes (Osram or equivalent)		Pcs
Fluorescent starters		Doz
Motor/pump couplings as per sample		No.
4 Way extension sockets c/w surge protection		No.
1-inch insulating tapes (globe or equivalent)		No.

## SECTION VII - PRICE SCHEDULE FOR GOODS

ELECTRICAL MATERIALS DESCRIPTION	UNIT OF ISSUE	COUNTRY OF ORIGIN	QUANTITIES	UNIT PRICE
Cable reel 10A x 4 socket 30mts	Each		4	
changeover switch 100A	Each		5	
LED flood light 150 wts	Each		24	
Switch fuse 200 AMPS MEM/BILL	Each		2	
1.0MM2 core flexible cord	Roll		10	
10 mm extra heavy-duty pistol drill (reversible)	Each		2	
10" D iron	Each		10	
100 A power meters	Each		4	
1000 wts coil less inverters	Each		4	
100Dpo3-570fg 100 LED flood light	Each		8	
10"Shuckle insulators	Each		7	
12.5 KVAR capacitors	Each		30	
120 mm2 x 4 core P.V.C/SWA/PVC CABLE	Metre		100	
1200mm LED lamp (18DP 1013C)	Each		100	
120mm range hydraulic clamping tool	Each		1	
122-piece service engineering kit	Each		2	
12VTS/240VTS x 30A inverter	Each		2	
13ft Extension step ladder aluminum	Each		2	
100 wts LED flood light	Each		20	
1500 wts Digital inverters	Each		4	
1500MM copper earth rods	Each		30	
1500mm LED lamps	Each		20	
18 Volts cordless torque adjustable impact drill	Each		5	
195 wts photo Voltaic solar modules			2	
2.5 mm2 3core flexible cord	Rolls		8	
2.5mm2 single core flexible cable	Roll		10	
200 Ahr maintenance free batteries (deep cycle)	Each		6	
208-piece apprentice Engineers tool kit AET 200 (stainless)	Each		2	
20mm Galvanized conduits	Each		10	
22 kwts Energy efficient EF 3	Each		4	

ELECTRICAL MATERIALS DESCRIPTION	UNIT OF ISSUE	COUNTRY OF ORIGIN	QUANTITIES	UNIT PRICE
motor				
240 Vts submersible pump 54m head	Each		4	
240mm range hydraulic clamping tool kit	Each		1	
25 Kvar capacitor bank	Each		10	
25 pieces set TCD 025	Each		2	
25mm Galvanized conduit	Each		10	
30 wts LED flood lights	Each		20	
300A MC cut outs C/W fuse	Each		5	
300A neutral links	Each		1	
4.0 MM2X2 CORE PVC/SWA PVC copper cable	Meter		100	
400 A MEM switch fuse	Each		3	
40FT Extension ladder (light wood Kenya Power Co. type)	Each		2	
50 wts LED flood lights	Each		20	
500 A hr maintenance free batteries	No		2	
5000 Wts coil-less inverters	No		1	
50MM Single copper cable (double insulated)	Meter		10	
50mm2 single copper cable	Meter		2	
55kw High efficiency meter (EFFI)	Each		100	
6 wts LED bulbs (PIN)	No		50	
6 wts LED bulbs (screw)	No		4	
6.0mm2 single core flexible cable	Roll		2	
6.5 kwt Petrol driven silent generators (battery start)	Each		8	
60 DP -720LD63 120 LED street lights	each		440	
60 KM radius siren C/W beacon light and power unit	Each		2	
9 PC pro- Torque precision screw drivers	Set		10	
95MM squared 4 core armored cable	Meter		2	
9M treated wooden pole	Meter		4	
AC/DV voltmeter 600vL/X 360TRF	Each		20	
BF 125contactors 240v coil	Each		20	
BF 50 contactors 240 v coil	Each		50	
Blade fuse 100A	Each		50	
Blade fuse 250A	Each		50	



ELECTRICAL MATERIALS DESCRIPTION	UNIT OF ISSUE	COUNTRY OF ORIGIN	QUANTITIES	UNIT PRICE
Blade fuse 400A	Each		400	
Blade fuse 600A	Each		4	
Bottle fuse 25A	Each		4	
Bottle fuse 35 A	Each		4	
Bottle fuse 63 A	Each		4	
Buckle clips 2	Packets		4	
Bulk head fittings 100 wts	Each		10	
2 core armored cable U/G 6 MM2	Meter		20	
cable staples	Packets		100	
Cable staples (2.5mm) pkt	pkts		10	
Cctv rotating cameras 100mts range	Each		20	
Chrome vanadium metric socket set	Set		5	
Circuit breaker MCB (single)	Each		50	
Compact florescent lamps	Each		10	
Complete -(area flooding) light with bulbs 400 wts	Each		2	
Complete set box spanners (chrome)	Set		2	
contactor 100A 3 PHASE ASEA or equivalent	Each		10	
Contactora 150A 3 phase ASEA or equivalent	Each		10	
Contactora 25/30A Stromberg	Each		20	
contactor 25A 1 phase	Each		20	
Contactora 60A 3 phase ASEA or equivalent	Each		20	
Contactora 60/63A 1 phase	Each		10	
Contactora coil 240V /25-30A	Each		10	
Contactora coil lovato type BF 50 240	Each		10	
Contactora EH 100 ASEA or equivalent	Each		10	
Contactora EH 40 ASEA or equivalent	Each		10	
Copper earth electrode 16mm x150mm	Each		2	
Cord grip lamp holder	Each		36	
Couplers with bushes heavy gauge	Each		10	
Couplers with bushes heavy gauge 20mm	Each	10		
cut out twin (Henley)80A	Each	10		
Deep patreses	Each	100		

ELECTRICAL MATERIALS DESCRIPTION	UNIT OF ISSUE	COUNTRY OF ORIGIN	QUANTITIES	UNIT PRICE
Digital Multimeter 5000vts range	Each	4		
Electronic water pressure gauges	Each	50		
3 Phase distribution board 8 way	Each	2		
DP-720 LD60w	Each	6		
Dual level relay 230 V AC	Each	50		
Manual clamping tool	Each	5		
Electric door lock	Each	5		
Electrical Tool box(5 COMPARTMENT)	Each	5		
Electricians safety boots (rubber)	Pair	4		
Electricians VDE tool bag & kit (16piece)	Each	5		
Electronic /Digital flow meters	Each	5		
Electronic Ballast florescent fittings(2twin)	Each	10		
Electronic Ballast florescent fittings (4" single)	Each	50		
Electronic Ballast florescent fittings(4" twin)	Each	50		
Electronic Igniter SX76	Each	50		
Electronic Igniter SN 57/58	Each	1		
Energy saving bulb 250wts	Each	1		
Energy saving flood lights (3 bulb) IP65	Each	20		
Expert Soldering kit	Each	20		
Extension ladder (aluminum) 15 ft	Each	5		
Extension ladder (wooden 20 ft)	Each	1		
Flat twin cable 1.0 mm2 (square)	Roll	1		
Flat twin with earth cable 16 MM (square)	roll	1		
Fluorescent fitting single complete 1200mm	Each	10		
Fluorescent fitting single complete 1500mm	Each	2		
Fluorescent fittings 600mm complete	Each	30		
Fluorescent tubes 40 wts 1200mm	Each	20		
Fluorescent tubes 65 wts 1500mm	Each	20		

ELECTRICAL MATERIALS DESCRIPTION	UNIT OF ISSUE	COUNTRY OF ORIGIN	QUANTITIES	UNIT PRICE
Fluorescent tubes 80 wts	Each	20		
Fluorescent tubes starters 40 wts	Doz	10		
6 Way extension power sockets with surge protection	Each	5		
H V safety gloves rubber	Each	200		
Heavy Duty tool bag	Each	50		
High efficiency EF 3 motors 15kwts	Each	5		
Insulation tape 1"	Each	5		
Interval timer 8- 180s (w-RE-SET)	Doz	6		
IP65 400wts flood lights	Each	100		
IP65 400wts flood lights	Each	50		
Joint junction box (large)	Each	5		
Lamp holder 2 pin porcelain	Each	5		
Lamp holder 2 pin porcelain	Each	10		
70 wts Led flood light c/w motion sensor	Each	20		
LED head Lamp (3 levels)	Each	10		
MCCB 400A	Each	10		
megger battery driven (IR Tester)	Each	20		
mega earth loop impedance tester	Each	2		
Mercury bulbs 125 (Pins)HMPV	Each	2		
mercury bulbs 125(screw)HMPV	Each	1		
50 wts high compact fluorescent bulbs(screw)	Each	5		
mercury bulbs 160 wts HMPV	Each	10		
mercury fitting complete with 125 wts bulb	Each	100		
Metal halide MH 400	Each	10		
Mini trucking	Length	10		
Multi-tester size 12D SANWA/HIO	Each	10		
Overload relay 100A ASEA	Each	5		
panel pins 1/2"	Packets	50		
Phase detector (R Y B)	Each	10		
Heavy duty transformer	No	4		
Phase failure relay	Each	2		
40A charging controller	Each	100		
phase tester	Each	10		

ELECTRICAL MATERIALS DESCRIPTION	UNIT OF ISSUE	COUNTRY OF ORIGIN	QUANTITIES	UNIT PRICE
photo cell 1000 Wts	Each	10		
Plastic conduits (heavy gauge) 20mm	Each	50		
Pole climber shoes & safety Belt	Set	10		
Post top light fitting (gamma six at NO. QGB1125) (energy efficient bulb)	Each	10		
Power logger	Each	20		
PVC conduit 25 MM (H.G)	Each	1		
PVC conduit 32mm H.G)	Each	10		
PVC conduit 50mm	Length	10		
PVC flat twin w/e 1.5 mm <sup>2</sup>	Roll	10		
PVC single core cable insulated 2.5 (square)	Roll	10		
20A ac/dc transformers	No	10		
PVC twin with earth flat sheath 2.5m(square)	roll	10		
Telephone sets	No	5		
Range fixed cctv cameras 100mts	No	10		
Rechargeable lamp ILR 330	Each	10		
Rechargeable lantern ERS002	Each	10		
Screw type porcelain lamp holder for 400 watts bulb	No	10		
100A solar charged battery (deep cycle)	No	10		
16mm <sup>2</sup> single core cable	Meter	5		
Security alarms c/w beacon light and stand by battery 240vts	No	10		
Single core cable 6mm <sup>2</sup>	Roll	1		
Single core heat resistive 1.5mm <sup>2</sup> cable	Roll	10		
Slide fuse 5A	Each	10		
Slide fuse 25A	Each	10		
Socket outlet 15A twin metal clad	Each	10		
sockets outlets surface 13 A mk	Each	10		
sockets outlets surface 5 A mk	Each	10		
10mm <sup>2</sup> single cable	Meter	20		
CCTV video/power cable	Roll	10		
Soft starters 200 A	Each	30		
Soft starters 40 A	Each	5		
Solar charged lanterns 100 wts	Each	5		

ELECTRICAL MATERIALS DESCRIPTION	UNIT OF ISSUE	COUNTRY OF ORIGIN	QUANTITIES	UNIT PRICE
25mm2 single core cable	Meter	10		
Head mounted spot lights	Each	10		
Standard Vinear Calipers	Each	2		
Star delta starter 10 HP	Each	2		
star delta starter 40 HP	Each	2		
16 channel digital DVR	Each	2		
24 channel digital DVR	Each	10		
Video baloons	Each	2		
Street luminaries SGS102SON C/W100NT BULB	Each	10		
Swan neck fittings 100 wts	Each	10		
Switch fuse 100AMPS MEM/BILL	Each	10		
120mm 4 core underground armored cable joint kits	Each	5		
240mm2 underground armored cable joint kit	Each	3		
Voltage synchronizing relay	Each	0		
Data cable	Meter	200		
Hand held industrial blower(240vts)	Each	2		
1 Terabyte hard disk	Each	2		
2 Terabyte hard disk	Each	2		
Back-back computer cable	Each	10		
40A change over switch	Each	1		
150-meter range cctv camera (10mega pixel)	Each	10		
T 5 florescent 1200mm	Doz	50		
Tachometer	Each	2		
Time switch 30A	Each	5		
Tong tester	Each	2		
Tong tester (clamp on meters)	Each	2		
40A power control circuits	Each	2		
Electric drilling machine	Each	1		
10 mega pixel 50m range cctv cameras	Each	1		
Volt stick	No	2		
Metal crow bar	Each	5		
12 vts electronic relays	Each	20		
Kenwood ck2000 radio complete with all std accessories	Each	2		
Design & install a 5KW solar lighting systems	Lot	1		
Supply and install 1200A Auto	No	1		

ELECTRICAL MATERIALS DESCRIPTION	UNIT OF ISSUE	COUNTRY OF ORIGIN	QUANTITIES	UNIT PRICE
Transfer Switch (auto change-over)				
Rewinding of 22kwt electric induction motor	No	4		
Rewinding of 15kwt electric induction motor	No	4		
7.5kwt 150m3/h electric motor driven submersible disludging pump	No	4		
2kwt submersible pump	No	2		
16mm2 4core copper flex cable	Meter	5		
10mm2 4core copper flex cable	Meter	5		
10way 3-phase distribution board	No	2		
Water Level Relays	No.	20		
Phase Failure	No.	30		
200Wts Flood Lights	No.	10		
50Wts Flood Lights	No.	10		
10Wts c/w motion sensors	No.	10		
11Wts LED bulbs (screw type)	No.	30		
11Wts LED bulbs (2pin type)	No.	30		
14pin 240V round mini contactor relays	No.	2		
200A 3pole contactors (ABB/Siemens or equivalent)	No.	10		
24VDC 11pin mini contactor relays	No.	20		
Coupling rubber size130	No.	20		
Coupling rubber size70	No.	20		
FX 70 coupling rubber	No.	20		
FX 80 coupling rubber	No.	20		
36Wts fluorescent tubes (Osram or equivalent)	Pcs	50		
4 Way extension sockets c/w surge protection	No.	30		
1-inch insulating tapes (globe or equivalent)	No.	10		

**Note:**

- (i) All prices quoted must be inclusive of vat.
- (ii) Quantities indicated are estimates and the actual quantities shall be given as and when required on the Local Purchase Order(LPO)
- (iii) In case of discrepancy between unit price and total price, unit price shall prevail

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

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

**SECTION VIII - STANDARD FORMS**

**8.1 FORM OF TENDER**

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

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

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_



## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business  
 You are advised that it is a serious offence to give false information on this form

<i>Part 1 – General:</i>	
Business Name .....	.....
Location of business premises. ....	.....
Plot No.....	Street/Road .....
Postal Address .....	Tel No. .... Fax .....
Nature of Business .....	E mail .....
Registration Certificate No. ....	.....
Maximum value of business which you can handle at any one time – Kshs. ....	.....
Name of your bankers .....	Branch .....

	Part 2 (a) – Sole Proprietor			
	Your name in full .....	Age .....		
	Nationality .....	Country of origin .....		
	<ul style="list-style-type: none"> <li>• Citizenship details</li> <li>.....</li> <li>.....</li> <li>•</li> </ul>			
	Part 2 (b) Partnership			
	Given details of partners as follows:			
	Name	Nationality	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public .....			
	State the nominal and issued capital of company-			
	Nominal Kshs. ....			
	Issued Kshs. ....			
	Given details of all directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1.....	.....	.....	.....
	2.....	.....	.....	.....
	3.....	.....	.....	.....
	4.....	.....	.....	.....
	5.....	.....	.....	.....
	Date .....			
	Signature of Candidate .....			

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

### 8.3 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called “the tenderer”) has submitted its tender dated  
..... [*date of submission of tender*] for the supply, installation  
and commissioning of ..... [*name and/or description  
of the equipment*] (hereinafter called “the Tender”)  
..... KNOW ALL PEOPLE by  
these presents that WE ..... of  
..... having our registered office at  
..... (hereinafter called “the Bank”), are bound unto  
..... [*name of Procuring entity*] (hereinafter called “the  
Procuring entity”) in the sum of ..... for which  
payment well and truly to be made to the said Procuring entity, the  
Bank binds itself, its successors, and assigns by these presents.  
Sealed with the Common Seal of the said Bank this \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

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

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

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

[*signature of the bank*] \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

## 8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

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

*(Amend accordingly if provided by Insurance Company)*

## 8.5 PERFORMANCE SECURITY FORM

To .....  
[*name of Procuring entity*]

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[*name of bank or financial institution*]

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*date*]

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

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

[name of tender] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

## 8.7 MANUFACTURER'S AUTHORIZATION FORM

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

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

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

---

*[signature for and on behalf of manufacturer]*

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

**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**8.9 FORM RB 1**

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

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary