



**TENDER DOCUMENT
FOR**

**SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS BUILDING REPAIRS
AND MAINTENANCE ITEMS - FRAMEWORK AGREEMENT FOR TWO (2)
YEARS**

LOT 1: PAINTWORKS

LOT 2: CARPENTRY & JOINERY WORK

LOT 3: ROOFING WORKS

LOT 4: TILING & FLOOR WORKS

LOT 5: PLUMBING WORKS

LOT 6: ELECTRICAL ACCESSORIES

LOT 7: SERVICING & MAINTENANCE OF TRANSFORMERS

**RESERVED FOR AGPO: (YOUTH, WOMEN & PERSONS LIVING WITH
DISABILITY)**

**TENDER NO.
KRA/HQS/NCB-013/2019-2020**

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 310900
WWW.KRA.GO.KE
NAIROBI, KENYA.**

PREBID DATE: 25TH AUGUST, 2019 AT 10.00 AM

CLOSING DATE 9TH OCTOBER, 2019 AT 11.00 AM

SEPTEMBER 2019

TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
Appendix to Instructions to Tenderers	17
SECTION III GENERAL CONDITIONS OF CONTRACT.....	19
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	25
SECTION V TECHNICAL SPECIFICATIONS.....	27
SECTION VI SCHEDULE OF REQUIREMENTS.....	29
SECTION VII PRICE SCHEDULE FOR GOODS.....	31
SECTION VIII STANDARD FORMS.....	67
8.1 FORM OF TENDER.....	68
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS	69
8.3 TENDER SECURING DECLARATION FORM	73
8.4 CONTRACT FORM.....	74
8.5 BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	75
8.6 MANUFACTURER’S AUTHORIZATION FORM.....	76
8.7 LETTER OF NOTIFICATION.....	77

SECTION I

INVITATION TO TENDER

KENYA REVENUE
AUTHORITY

Tender Notice

1. The Kenya Revenue Authority invites sealed bids from eligible candidates for the following tender:

DESCRIPTION	ELIGIBILITY	PRE BID- DATE, TIME AND VENUE	CLOSING DATE AND TIME AND VENUE
<p>KRA/HQS/NCB-013/2019-2020: SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS BUILDING REPAIRS AND MAINTENANCE ITEMS - FRAMEWORK AGREEMENT FOR TWO (2) YEARS IN LOTS AS FOLLOWS;</p> <p>LOT 1: PAINTWORK ITEMS</p> <p>LOT 2: CARPENTRY & JOINERY ITEMS</p> <p>LOT 3: ROOFING ITEMS</p> <p>LOT 4: TILING & FLOOR WORKS ITEMS</p> <p>LOT 5: PLUMBING WORKS ITEMS</p> <p>LOT 6: ELECTRICAL ACCESSORIES</p> <p>LOT 7: SERVICING & MAINTENANCE OF TRANSFORMERS</p>	<p>YOUTH, WOMEN & PERSONS LIVING WITH DISABILITY</p>	<p>25TH SEPTEMBER 2019 AT 10.00AM</p>	<p>9TH OCTOBER, 2019 AT 11.00AM</p>

2. Tender documents detailing the requirements of the above tender in English may be obtained from the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the E - Procurement Tab for bid submission.
3. Existing KRA suppliers (see list on KRA website) who have not updated their records in SRM System **MUST do so Not later than 25th September, 2019 to continue receiving RFxs invitations**. For assistance visit any KRA Procurement office countrywide or email: srmsupport@kra.go.ke.
4. Technical Qualification requirements; Refer to Section V of the bidding document.
5. Completed Bids are to be saved as **PDF documents** marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **9th October, 2019 at 11.00 a.m.** **Note: Submission should strictly be done to KRA E-Procurement Portal.**
6. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building.**

Deputy Commissioner - Supply Chain Management
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
website: www.kra.go.ke
Email : eprocurement@kra.go.ke

Any canvassing or giving of false information will lead to automatic disqualification.

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	5
2.2 Eligible Goods.....	5
2.3 Cost of Tendering.....	5
2.4 Contents of Tender Document.....	6
2.5 Clarification of Documents.....	6
2.6 Amendment of Documents.....	6
2.7 Language of Tender.....	7
2.8 Documents Comprising the tender.....	7
2.9 Tender Forms.....	8
2.10 Tender Prices.....	8
2.11 Tender Currencies.....	8
2.12 Tenderers Eligibility and Qualifications.....	8
2.13 Goods' Eligibility and conformity to Tender Documents.....	9
2.14 Tender Security.....	10
2.15 Validity of Tenders.....	10
2.16 Format and Signing of Tenders.....	10
2.17 Deadline for Submission of Tender	11
2.18 Modification and Withdrawal of Tenders.....	11
2.19 Opening of Tenders.....	12
2.20 Clarification of Tenders.....	12
2.21 Preliminary Examination.....	12
2.22 Conversion to Single Currency.....	13
2.23 Evaluation and Comparison of Tenders.....	13
2.24 Preference.....	13
2.25 Contacting the Procuring Entity.....	13
2.26 Award of Contract.....	14
(a) Post qualification.....	14
(b) Award criteria.....	14
(c) Procuring Entity's Right to Vary Quantities.....	14
(d) Procuring entity's Right to Accept or Reject any or all Tenders.....	14
(e) Notification of Award.....	14
2.27 Signing of Contract.....	15
2.28 Performance Security.....	15
2.29 Corrupt or Fraudulent Practices.....	16

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Kenya Revenue Authority'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 Kenya Revenue Authority (KRA) 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 KRA, 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 bid document shall be downloaded from the KRA website free of charge.

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) Contract Form
- (ix) Performance Security Form
- (x) Bank Guarantee for Advance Payment Form
- (xi) Manufacturer's Authorization Form
- (xii) 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 KRA's 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 Any addendum issued shall be part of the tender document and shall be communicated on the KRA Website and via electronic mail to all registered bidders.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KRA, 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 KRA, 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 2.1.2 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 2.2.1 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
 - (e) confidential business questionnaire.

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 KRA.
- 2.10.3 Prices quoted by the tender 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 **335 days** from the date of opening of the tender.
- 2.10.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.10.6 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.10.7 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

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 KRA'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 KRA'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; and

- (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 KRA; and
 - (c) a clause-by-clause commentary on the KRA'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 Tender security is **not a requirement** for this tender.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **335 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KRA as non responsive.

2.15.2 In exceptional circumstances, the KRA 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 technical and financial components of the tender shall be combined. The bids shall be submitted through the KRA **supplier portal. The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender).**

2.16.2 **Submission shall be strictly via the supplier portal. Hardcopies shall not be accepted whatsoever.**

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 Deadline for Submission of Tenders

2.17.1 Tenders must be submitted to KRA through the supplier portal not later than **9th October, 2019 at 11.00AM**. The system shall not permit submission after the said date and time.

KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.17.2 The KRA 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 KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.18 Modification and Withdrawal of Tenders

2.18.1 The tenderer may modify the tender after submission and resubmit to the respective folders. All prior submissions cannot be deleted or overwritten. Tenderer to note that the latest submission shall be considered as the final version and all prior submissions shall be disregarded.

2.18.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. A tender once withdrawn cannot be resubmitted. Where a tenderer withdraws his bid after submission of the bid security, he/she shall collect the bid security from KRA after the tender is opened.

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

2.18.4 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.

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

2.18.6 The KRA 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.

2.19 Opening of Tenders

2.19.1 KRA shall open all the submitted tenders in the presence of tenderers' representatives who choose to attend, in the location specified in the Invitation to Tender on **11:00 AM on 9th October, 2019.**

2.19.2 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 KRA, at its discretion, may consider appropriate, will be announced at the opening.

2.19.3 The KRA will prepare minutes of the tender opening.

2.20

Clarification of Tenders

- 2.20.1 To assist in the examination, evaluation and comparison of tenders the KRA 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.
- 2.20.2 Any effort by the tenderer to influence the KRA in the KRA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.21

Preliminary Examination

- 2.21.1 The KRA 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.
- 2.21.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.21.3 The KRA 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 affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the KRA 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 KRA'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 KRA and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.22

Conversion to Single Currency

- 2.23.1 Where other currencies are used, the KRA 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.

2.23 Evaluation and Comparison of Tenders

- 2.23.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.23.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.23.3 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.

2.24 Preference

- 2.24.1 Kenya Revenue Authority does not allow any margin of preference.

2.25 Contacting the Kenya Revenue Authority

- 2.25.1 Subject to paragraph 2.21 no tenderer shall contact the KRA on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.25.2 Any effort by a tenderer to influence the KRA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) Post-qualification

- 2.26.1 In the absence of pre-qualification, the KRA 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.
- 2.26.2 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 KRA deems necessary and appropriate.
- 2.26.3 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 KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.26.4 The KRA 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.

2.26.5 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.

(c) KRA's Right to Vary Quantities

2.26.5 The KRA 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) KRA's Right to Accept or Reject Any or All Tenders

2.26.6 The KRA 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 KRA's action.

(e) Notification of Award

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

2.27.2 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.

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

2.27 Signing of Contract

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

2.28.2 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.

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

2.28 Performance Security

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

2.29.2 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 KRA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.29.3 The performance security will not be required for the **AGPO Group**.

2.29.4 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 KRA may make the award to the next lowest evaluated Candidate or call for new tenders

2.29 Corrupt or Fraudulent Practices

2.31.1 The KRA 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 Kenya Revenue Authority, 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 Kenya Revenue Authority of the benefits of free and open competition;

- 2.31.2 The Kenya Revenue Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is reserved for Youth, Women & Persons Living with Disability registered with the National Treasury for Supply, Delivery and Installation of Various Building Repairs and Maintenance Items - Framework Agreement for Two (2) Years.
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.3.2	Bidders may download the tender documents free of charge from the Kenya Revenue Authority website www.kra.go.ke .
2.10.4	Bid Validity Period is 335 days from the closing date (9th October, 2019)
2.13.3	The technical specifications are given in pages 27-28.
2.14.1	Tenders security is not required in this tender. However, a tender securing declaration form needs to be filled, signed, stamped and submitted.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization to of the signatory to the tender documents to bind the bidder (exempted for Sole Proprietor). The template available at http://oldsite.kra.go.ke/index.php/tenders may be used.
2.17	The bidder shall submit technical and financial proposals electronically via the supplier portal in the Notes and Attachment Section of the RFX (Tender) . The Tender shall open on 9th October, 2019 at 11:00 hours , local time. Place: Convention Centre on the 5th Floor of Times Tower Building. Street: Haile Sellasie Avenue City: Nairobi Country: Kenya.
2.20	Opening of tender documents will be done in public at the time of closing the tender.

- 2.22 Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.
Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 2.24 The bid evaluation will take into account the completeness of bid, vendor evaluation and technical evaluation.
Bidders must conform to the specific Technical Requirements in Section IV.
- 2.25 Preference
KRA will not grant any preferences for purposes of bid comparison.
- 2.27.4 The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. The bid meeting the minimum technical score will be evaluated financially.
The bid then with the lowest price shall be considered for award
- 2.30 Performance security will **not be required** for the this tender.

SECTION III: GENERAL CONDITIONS OF CONTRACT
Table of Clauses

3.1	Definitions.....	21
3.2	Application.....	21
3.3	Country of Origin.....	21
3.4	Standards.....	21
3.5	Use of Contract Documents and Information.....	21
3.6	Patent Rights.....	22
3.7	Performance Security.....	22
3.8	Inspection and Tests.....	21
3.9	Packing.....	22
3.10	Delivery and Documents.....	22
3.11	Insurance.....	22
3.12	Payment.....	22
3.13	Price.....	22
3.14	Assignments.....	23
3.15	Sub contracts.....	23
3.16	Termination for Default.....	23
3.17	Liquidated Damages.....	23
3.18	Resolution of Disputes.....	23
3.19	Language and law.....	24
3.20	Force Majeure.....	24

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 tendered, 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 tendered 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 tendered is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.
- (e) “The Tendered” 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 KRA 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 tendered.

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 tendered shall not, without the KRA’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 KRA in connection therewith, to any person other than a person employed by the tendered in the performance of the Contract.

3.5.2 The tendered shall not, without the KRA’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 KRA on completion of the Tenderer's performance under the Contract if so required by the KRA.

3.6 Patent Rights

The tendered 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 KRA's country.

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tendered 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 KRA 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 KRA 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 KRA, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the KRA 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 KRA or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The KRA shall notify the tendered 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 tendered or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tendered 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 KRA.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tendered shall either replace the rejected equipment or

make alternations necessary to make specification requirements free of costs to the KRA.

3.8.4 The KRA'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 tendered from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tendered 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 tendered 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 Indemnity

3.12.1 The Procuring Entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an "indemnitee"), and defend them from and against any and all claims (whether during or after the term) that may arise or result from the performance of obligations under the contract by or on behalf of Contractor, except to the extent any such claims result from a breach of this contract directly attributable to the gross negligence or wilful misconduct of such indemnitee.

3.13 Payment

3.13.1 The method and conditions of payment to be made to the tendered under this Contract shall be specified in Special Conditions of Contract.

3.13.2 Payments shall be made promptly by the KRA as specified in the contract.

3.14 Prices

- 3.14.1 Prices charged by the tendered 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 tendered in its tender.
- 3.14.2 Contract price or quantity variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.14.3 Where the cumulative value of all contract variations request should not result in an increment of the total contract price by more than twenty five (25%) of the original contract price.
- 3.14.4 The price or quantity variation shall be executed within the period of the contract; and
- 3.14.5 The request shall be processed by the procuring entity within 30 days of receiving the request.

3.15 Assignment

- 3.15.1 The tendered shall not assign, in whole or in part, its obligations to perform under this Contract, except with the KRA's prior written consent.

3.16 Subcontracts

- 3.16.1 The tendered 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 tendered from any liability or obligation under the Contract.

3.17 Termination for Default

- 3.17.1 The KRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tendered, terminate this Contract in whole or in part:
 - (a) if the tendered fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the KRA;
 - (b) if the tendered fails to perform any other obligation(s) under the Contract;
 - (c) If the tendered, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.17.2 In the event the KRA 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.

3.18**Liquidated Damages**

- 3.18 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.

3.19**Resolution of Disputes**

- 3.19.1 The KRA 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
- 3.19.2 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.

3.20**Language and Law**

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

3.21**Force Majeure**

- 3.21.1 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.
- 4.2. Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance bond will not be required for this tender which is reserved for youth, women & persons living with disability.
3.10	<p>Delivery</p> <p>The building repairs and maintenance items must be delivered at the specified KRA stations, at the times indicated in the delivery schedule by the successful bidder(s) from the date of receiving the Purchase Order (LPO).</p> <p>The requirements may be adjusted by giving a short notice.</p>
3.12	<p>Payment Terms</p> <p>The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and provision of all supporting documents. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.13	<p>Prices</p> <p>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. No Contract shall be varied upwards with twelve (12) months from the date of signing of the Contract.</p>
3.17	<p>Liquidated Damages</p> <p>If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, “days” means calendar days.</p>
3.18.1	<p>Resolutions of Disputes</p> <p>Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in</p>

accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19 **Language and Law**

The language of all correspondence and documents related to the bid is: ***English.*** Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 The specifications describe the requirements for goods.

All the dimensions and capacities of the goods 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.

5.1.2 The tenderers are requested to present information on shortest possible delivery period of each product/service along with their offers as follows.

5.2 Particulars

Kenya Revenue is intending to procure a **Supply, Delivery and Installation of Building Repairs and Maintenance Items - framework agreement for two (2) years as detailed in the price schedule.**

NOTE: The orders will be for **supply, delivery and installation** or **supply and delivery only** depending on the Authority's needs at any given time. The orders will be on need basis for a period of two years starting from the date of signing contract. Deliveries will be made as specified in the Schedule of Requirement under the supervision of Facilities and Logistics Division.

NOTE: The Estimated Annual Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest evaluated bidder who will then be provided with a framework agreement for two (2) years at the indicated net unit prices.

Where a particular trademark, name, patent, design, type, producer or service provider or a specific origin has been referred to, equivalents are allowed.

5.3 Technical Requirements:

This tender covers the **Supply, Delivery and Installation of Building Repairs and Maintenance Items - Framework Agreement for Two (2) Years.**

Bidders are required to duly fill in the tables under the **“Brand/Make/Type”** column to respond, irrespective of any attachments included for lots **6 & 7**. Failure to conform to this condition may render the bid being treated as non-responsive.

Bidders are encouraged to append official company stamp and/or authorized signature on all attached technical data sheets.

SECTION VI- SCHEDULE OF REQUIREMENTS

(a) Procurement Item

- Lot 1: Paintworks**
- Lot 2: Carpentry & Joinery Works**
- Lot 3: Roofing Works**
- Lot 4: Tiling & Floor Works**
- Lot 5: Plumbing Works**
- Lot 6: Electrical Accessories**
- Lot 7: Servicing & Maintenance of Transformers**

NB:

- *Award will be done per lot per station. Bidders must quote for all items in a lot they are interested in. Bidders may bid for a maximum of 2 Lots.*
- *Where a particular trademark, name, patent, design, type, producer or service provider or a specific origin has been referred to, equivalents are allowed.*

(b) Instructions on Submission of Bids

(i) The Tenderer must submit combined technical and financials document:

Section	Document
A	Tender Notice/Invitation to Tender
B	Power of Attorney (Sole Proprietors exempted)-template available at http://oldsite.kra.go.ke/index.php/tenders may be used.
C	Confidential Business Questionnaire
D	Business Registration Certificate/Certificate of Incorporation
E	Valid Tax Compliance Certificate
F	Tender Securing Declaration Form (filled, Signed and Stamped)
G	Registration with the National Treasury (AGPO Certificates- Youth, Women or Persons Living with Disability)
H	Letter of reference from a Bank – Within the last 6 months

(c) Tender Responsiveness Criteria

Description of Criteria	
	Submission of Tender Documents
	<ul style="list-style-type: none"> ▪ Duly filled, Signed and Stamped Form of Tender ▪ Fully Filled, Signed and Stamped Tender Securing Declaration Form ▪ Duly filled, signed and stamped Confidential Business Questionnaire ▪ Power of Attorney (Sole proprietors exempted)

	Company Profile
	<ul style="list-style-type: none"> ▪ Attach a copy of Certificate of Incorporation or Business Registration Certificate ▪ Valid AGPO Certificate for Youth, Women or Persons Living with Disability.
	Proof of Financial Resources
	Submit: Letter of Reference from a bank (within the last six (6) months from the date of closing of this tender).
	Social Obligations
	Submit: Valid Tax Compliance Certificate

(c) **Overall Tender Evaluation Criteria**

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score/Requirement
Tender Responsiveness	Mandatory- Bidders to attach all documents as required
Technical Specifications	Pass/Fail - Bidders will be required to duly fill in the tables under the “Brand/Make/Type” column to respond, irrespective of any attachments included for lots 6 & 7 only.
Financial Evaluation	Award shall be to the bid with the lowest evaluated price per Lot per station.

SECTION VII-

PRICE SCHEDULE FOR GOODS IN KSHS

Name of Tenderer _____ Tender Number _____ Page _____ of _____

LOT 1: PAINT WORKS: SUPPLY AND DELIVERY

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNIT S	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	A	PAINT WORKS								
	1	Emulsion (First Grade Quality)	Litre	15,500						
	2	Silk vinyl (First Grade Quality)	Litre	15,500						
	3	Gloss (First Grade Quality)	Litre	7,750						
	4	Pinotex staining	Litre	2,875						
	5	Clear Varnish (First Grade Quality)	Litre	1,000						
	6	White Spirit	Litre	7,550						
	7	Primer (First Grade Quality)	Litre	7,250						
	8	Filler (gyprock filler or equivalent)	Kg	1,425						
	9	Sand Paper P60, P80, P100 P120	M	7,250						
		Total annual cost for the lot per station								
		Two (2) years Total Annual Cost For The Lot Per Station (To be carried to the Form of tender)								

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNITS	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
LOT 2 CARPENTRY & JOINERY: SUPPLY AND DELIVERY										
	1	Rising Heavy Duty Hinges (Left/Right) (Stanley or equivalent)	Pair	213						
	2	Standard Heavy Duty Hinges (Stanley or equivalent)	Pair	350						
	3	Pedestal Locks-Small Size	No.	1,650						
	4	Pedestal Locks- Big Size	No	1,650						
	5	Pull/Push Aluminium Door Handle (As per sample)	No.	275						
	6	Indicator Locks	Sm.	925						
	7	Steel Cabinet Locks	Sm.	1,700						
	8	Door closer- Union or equivalent	No.	200						
	9	Door closer-Briton 2003 or Equivalent	No.	250						
	10	Mortise Lock- 3 Lever (Union or Equivalent)	No.	375						
	11	Mortise Lock- 2 Lever (Union or Equivalent)	No.	375						
	12	100mm Steel Flush Bolts	No.	675						

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNITS	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	13	Backplate bar lever handle (Cat No. UBR206LO)	Pair	280						
	14	Rubber Door Stopper	No.	675						
	15	Aluminium Kicking Plate (800x200mm)	No.	390						
	16	Aluminium Kicking Plate (1500x200mm)	No.	335						
	17	Stainless steel ballbearings hinges(100x75x3mm)	Pair	85						
	18	Euro cylinder mortice deadlock comprising case (7204SSS) and Euro profile key and turn cylinder (2 x 18 SC)	No.	420						
	19	Euro cylinder rebate deadlock comprising case (7204SSS) and Euro restricted profile double cylinder (6PS 2 X 18 SC)	No.	415						
	20	Glass door (Darkened & Toughened) 900x2350x10mm including hydraulic system floor spring (New Star make or equivalent and hinges and accessories	No.	25						
	21	Glass Door leaf (Darkened & Toughened) 450x2350x10mm with rubber fitting fixtures	No.	25						
	22	Glass Door Handle	Pair	125						

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNITS	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	23	Drawer rails	No.	1,200						
	24	Drawer Lock	No.	1,175						
	25	Drawer handles	No.	1,200						
	26	Cabinet wheel runners	No.	1,200						
	27	Door hook	No.	390						
	28	Tipping drawer lock	No.	300						
	29	Tower bolts	No.	210						
	30	Flash door handles	No.	450						
	31	Hard wood skirting	Lm	1,650						
	32	MDF Board	No.	190						
	33	Flat Cupboard Locks	No.	450						
	34	Washroom coat hanger	No	200						
	35	Sliding window Lock	No.	250						
	36	Windows handle stay	No	150						
	37	PBA Brev Stainless Steel window opening restrictor or equivalent (For Washroom cubicle windows)	Pair	50						
	38	Clear Glass 4mm	Sm	2,500						
	39	Clear Glass 6mm	Sm	2,500						
	40	Medium Grade Tint	Sm.	5,000						
	41	Decorative Tint	Sm.	5,000						
		Total annual cost for the lot per station								

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNIT S	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
		Two (2) years Total Annual Cost For The Lot Per Station (To be carried to the Form of tender)								
LOT 3 ROOFING WORKS: SUPPLY AND DELIVERY										
	1	IT4 sheet 28 G pre-painted (MRM or equivalent)	Sm.	1,250						
	2	Box profile sheet 28 G (MRM or equivalent)	Sm.	1,250						
	3	Corrugated sheet Gauge 28 (MRM or equivalent)	Sm.	1,250						
	4	Ridge cap (MRM or equivalent)	Lm	1,000						
	5	6mm thick perplex roofing glass	Sm.	1,125						
	6	J- Bolts	Kg	375						
	7	Roofing nails	Kg	375						
	8	Rainwater Goods-		-						
		Plastic Gutters		-						
		i) 140mm diameter half round	LM	700						
		ii) Ditto 180mm	LM	700						
		iii) Ditto 250mm	LM	700						
	9	Extra over-gutter for stop end								
		i) 140mm diameter	No	700						
		ii) Ditto 180mm	No	700						
		iii) Ditto 250mm	No	700						

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNITS	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	10	Extra over-gutter for joint union		-						
		i) 140mm diameter	No	700						
		ii) Ditto 180mm	No	700						
		iii) Ditto 250mm	No	700						
	11	Gutter support brackets	-	-						
		i) 140mm diameter	No	700						
		ii) Ditto 180mm	No	700						
		iii) Ditto 250mm	No	700						
	12	Stop end running outlet		-						
		i) 140x75mm	No	700						
		ii) Ditto 180x110mm	No	700						
		iii) Ditto 250x160mm	No	700						
	13	Running outlet		-						
		i) 140x75mm	No	700						
		ii) Ditto 180x110mm	No	700						
		iii) Ditto 250x160mm	No	700						
	14	Plastic down pipe	-	-						
		i) 160mm diameter	No	700						
		ii) 110mm ditto	No	700						
		iii) 75mm ditto	No	700						
	15	Down pipe shoe		-						
		i) 160mm diameter	No	700						
		ii) 110mm ditto	No	700						
		iii) 75mm ditto	No	700						
	16	Down pipe bend		-						
		i) 160mm diameter	No	700						

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNITS	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
		ii) 110mm ditto	No	700						
		iii) 75mm ditto	No	700						
	17	Down pipe clips		-						
		i) 160mm diameter	No	700						
		ii) 110mm ditto	No	700						
	18	Acoustic ceiling (600x600mm)	Box	3,000						
	19	Gypsum Boards	No	2,000						
	20	12x100mm celotex cornice	M	2,875						
	21	13mm chipboard	Sm.	2,000						
	22	25x75mm wrot Cypress cornice	M	2,000						
	23	Aluminium Ceiling strips (100mmx4m Long)	No	750						
		Total annual cost for the lot per station								
		Two (2) years Total Annual Cost For The Lot Per Station (To be carried to the Form of tender)								

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNIT S	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
LOT 4: TILING & FLOOR WORK										
	1	Ceramic tiles- 300x300mm (Saj or equivalent)	Sm.	13,250						
	2	Assorted grouting	Kg	750						
	3	Granito tiles- 600x600mm	Sm.	8,500						
	4	Marble slabs	Sm.	1,500						
	5	Terrazo flooring	Sm.	6,500						
	6	PVC tiles- 300x300mm	Sm.	4,025						
	7	Ordinary Cement	Bag	850						
	8	Machine Ballast	Tonne	240						
	9	River Sand	Tonne	240						
	10	Assorted Steel Reinforcement	Kg	1,500						
	11	Building Stone 6x9	Foot	1,500						
	12	Building Stone 4x6	Foot	1,500						
	13	Concrete Nails- Assorted Sizes	Kg	250						
	14	Barbed wire 12.5G (2.5mm wire diameter)	Roll	50						
		Total annual cost for the lot per station								
		Two (2) years Total Annual Cost For The Lot Per Station (To be carried to the Form of tender)								

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNIT S	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
		LOT 5: PLUMBING WORKS: SUPPLY AND DELIVERY								
	1	Silicon Adhesive	Kg	685						
	2	Tangit Adhesive	Kg	635						
	3	Boss White	Kg	210						
	4	Sisal Hemp	Meter	675						
	5	1 ¼" flushing valve (Cobra or equivalent)	No.	75						
	6	Close couple toilet complete with fittings (Twyford or equivalent)	No.	70						
	7	W.C basin (back to wall) (Twyford or equivalent)	No.	35						
	8	Heavy duty seat cover (black) (Twyford or equivalent)	No.	140						
	9	Urinal cistern tank complete with automatic siphoning pump (Twyford or equivalent)	No.	48						
	10	Urinal separator (Twyfords or equivalent)	No.	50						
	11	Dobi sink (Twyford or equivalent)	No.	25						
	12	Steel bracket	No.	25						
	13	½" tap (wall type)- Cobra or equivalent	No.	25						

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNITS	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	14	Urinal chrome pipes complete with spreaders (two persons)	No.	48						
	15	Standard counter top Hand wash basin (Twyford or equivalent)	No.	98						
	16	Standard urinal bowl (Twyford or equivalent)	No.	70						
	17	Stainless Steel Brackets (set of 4 no.)	Set	90						
	18	½” push button metering tap (Cobra or equivalent)	No.	181						
	19	½” mixer tap (Cobra or equivalent)	No.	68						
	20	½” water tap (Pegler or equivalent)	No.	140						
	21	½” Shower mixer (Cobra or equivalent)	No.	25						
	22	Low flow Shower head (Cobra or equivalent)	No.	27						
	23	½” G.I flexible pipe- Cobra or equivalent	No.	350						

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNITS	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	24	½" angle valve (Pegler or equivalent)	No.	195						
	25	½" G.I sockets	No.	110						
	26	½" G.I nipple	No.	95						
	27	½" G.I pipe	No.	55						
	28	½" G.I elbows	No.	95						
	29	½" shower delivery pipes (Cobra or equivalent)	No.	28						
	30	2" x 1 ¼" G.I Reducer bush	No.	101						
	31	1 ½" bottle trap (Veiga or equivalent)	No.	225						
	32	1 ½" PVC Pipes (Class D)	No.	95						
	33	1 ½" PVC elbows	No.	113						
	34	1 ½" PVC inspection bends	No.	110						
	35	1 ¼" bottle trap (Veiga or equivalent)	No.	105						
	36	2" PVC pipes (Class D)	No.	95						
	37	2" PVC elbows	No.	105						
	38	2" PVC inspection bends	No.	105						
	39	2" gate valve (Pegler or equivalent)	No.	57						
	40	2" G.I pipe	No.	61						
	41	2" G.I union	No.	95						

STATIONS					NAIROBI		LOITOKTOK		NAMANGA	
LOT	NO.	DESCRIPTION	UNITS	QNTY	UNIT COIST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	42	2" G.I elbow	No.	95						
	43	2" G.I socket	No.	95						
	44	4" x 2" floor trap	No.	185						
	45	4" magic connector (Delta or equivalent)	No.	80						
	46	4" PVC Pipes (Class D)	No.	64						
	47	4" PVC elbows	No.	85						
	48	4" PVC inspection bends	No.	80						
	49	6" PVC pipe(Class D)	No.	69						
	50	6" PVC elbows	No.	55						
		Total Annual Cost For The Lot Per Station								
		Two (2) years Total Annual Cost For The Lot Per Station (To be carried to the Form of tender)								

						Times Tower		Loitoktok		Namanga	
Lot	No.	Description	Brand/ Make/ Type	Units	Annual Qty	Unit cost	Total Cost	Unit cost	Total Cost	Unit cost	Total Cost
LOT 6: ELECTRICAL ITEMS SUPPLY AND DELIVERY											
	1	Fluorescent choke, 36/40 watts, 240Volts, 50Hz Fluorescent choke		No	2,400						
	2	Fluorescent choke, 18/20 watts, 240Volts, 50Hz Fluorescent choke		No	3,400						
	3	Fluorescent lamp holders		No	600						
	4	125 Watts HPMV lamp chokes		No	400						
	5	400 Watts 240Volts high pressure sodium chokes		No	200						
	6	Fluorescent tubes, 18Watts screw type energy saving bulbs as Thorn or approved equivalent		No	3,000						
	7	Fluorescent tubes, 18.22 watts (2ft) 240V, 50Hz		No	22,000						

8	Fluorescent tubes, 125 Watts HPMV lamp bulbs		No	300						
9	Fluorescent tubes, 100 watts bulkhead fittings c/w 18 watt screw type bulbs		No	110						
10	Fluorescent tubes, 5 feet (58watts) 240Volts, 50Hz		No	204						
11	Energy saving bulbs, 2 pin, 9 watts, 240Volts, 50Hz		No	1,300						
12	Energy Saving bulbs 4 pin, 18 watts, 240Volts, 50Hz		No	1,100						
13	400 watts, 240Volts, 50Hz, high pressure sodium bubs		No	90						
14	400 watts, 240Volts, 50Hz, high pressure sodium bubs floodlight fittings complete with bulbs and switch gears		No	200						
15	Energy saving bulbs, 2D, 16 watts, 240volts, 50Hz		No	900						

16	Halogen lamp, 2 pin, 50 watts, 240 Volts, 50Hz		No	200						
17	Spotlight 60 watts, 240volts, 50Hz Tung-flex		No	220						
18	Downlight 2 pin energy saving bulbs		No	500						
19	4-22 Watts (18W) 240Volts, 50 Hz fluorescent starters		No	22,000						
20	Lighting fittings, 2 feet fluorescent tube single		No	500						
21	Lighting fittings, 4 feet fluorescent tube		No	540						
22	4-80 Watt (36W) 240Volts, 50 Hz fluorescent starters		No	2002						
23	50mm base pole lighting fittings c/w 18watt screw type bulbs		No	240						
24	13 Amp twin ivory switch socket outlet		No	1,080						
25	13 Amp single ivory switch socket outlet		No	560						

26	Ditto but for two way lighting point		No	460						
27	250x50mm two compartment trunking surface mounted prepainted and baked steel trunking made out of 16swg sheets and frame complete with cover, switch boxes, cross over bridges and fixing accessories		No	500						
28	10 Amp plate switch 1 gang two way SP as MK or approved equivalent		No	340						
29	10 Amp plateswitch 2 gang two way SP as MK or approved equivalent		No	540						
30	10 Amp plateswitch 3 gang two way SP as MK or approved equivalent		No	700						
31	10 Amp plateswitch 1 gang architrave switch SP as MK or approved equivalent		No	240						

32	10 Amp plateswitch 2 gang architrave switch SP as MK or approved equivalent	No	440							
33	Pull switches	No	1,100							
34	LV rated 83mm dia LED Matt White finish round recessed DWNLT C/W 6W lamp as DORVIL asTYPE L1	No	160							
35	600x600mm LED Surface panel Light c/w all mounting accessories as Robus Type F5 Daylight	No	1,840							
36	Chalice 190 complete with glass frosted spot with compact LED lamps as THORN LED ECO, Surface as Type A5	No	60							
37	LED strip 5M 2835 12V 72W IP20-Daylight LED Driver 72W IP20	No	21							
38	13 Amp ring twin socket outlet points wired in 3x2.5sq mm PVC SC copper cables drawn in 20mm HG	No	50							

		PVC conduits/trunking complete with all accessories									
	39	Ditto, but for hand dryer/Air conditioning/fuses spur outlet		No	140						
	40	20Amp flush DP Switch with pilot lamp as MK or approved equivalent		No	140						
	41	20A flex outlets as MK or approved equivalent		No	120						
	42	13A Fused spur unit as MK or approved equivalent		No	110						
	43	13A flush 2 gang switched socket outlet as MK or approved equivalent		No	90						
	44	15A flush 1 gang DP switched socket outlet as MK or approved equivalent		No	60						
	45	13A flush non-standard 2 gang switched socket outlet as MK or approved equivalent		No	332						

		complete with 13A white plug								
46		13A flush 2-gang switched socket outlet as MK or approved equivalent	No	240						
47		Circuit breakers, MEM 32 Amp, 240V, 50 Hz	No	1,040						
48		Heater elements 3-Kw, 240V. 50Hz	No	108						
49		1.5 mm2 asbestos copper cables	Mtrs	480						
50		32 Amps 240V, 50 Hz coil conductor	No	200						
51		10 Amps photocell switch	No	60						
52		2.5 mm2 PVC SWA copper cables	Mtrs	2,520						
53		4.0 mm2 PVC SWA copper cables	Mtrs	2,520						
54		6.0 mm2 PVC SWA copper cables	Mtrs	2,220						
55		25 mm mini trunking	Pc	1,080						
56		100x25 mm powder coated steel trunking	Length	1,100						

57	1.5 mm2 single core PVC copper cable (Red/black/yellow/green)		Roll	2,060						
58	63 Amps 80Ka KNIFE BLADE HRC fuse		No	200						
59	125 Amps 80Ka KNIFE BLADE HRC fuse		No	200						
60	25 kVA 415 Volts 50/60 Hz electrolyte capacitor		No	210						
61	80 Amps 240 Volts 50Hz coil capacitor		No	90						
62	20 Watt LED floodlighting lense		No	100						
63	300 mm diameter screw type clear ball fittings		No	140						
64	5 ft (1500mm) 4 legged aluminum step ladder		No	5						
65	12 ft (3600mm) 4 adjustable legged aluminum step ladder		No	4						
66	20 ft (6000mm) 4 legged adjustable aluminum step ladder		No	3						

67	12 step power factor controller		No	14						
68	24 hours to 7 days 240 volts 50Hz coil electronic timer		No	60						
69	4- way surge protected 13 amp extension switch socket outlet		No	1,200						
70	4.0 sq. mm 4-core splicing kits		No	112						
71	1.5 sq. mm three(3) core (EAC) flexible cords		Roll	308						
72	2.5 sq. mm single core pvc copper cables (red)		Roll	108						
73	2.5 sq. mm single core pvc copper cables (black)		Roll	28						
74	2.5 sq. mm single core pvc copper cables (yellow/green)		roll	1,808						
75	B27 screw type porcelain lamp holders		No	1900						
76	12-way consumer unit MEM(EATON) or its equivalent		No	1,512						

77	100 Amp double pole MEM (EATON) main-switch	No	1,012						
78	32 Amp MEM (EATON) miniature circuit breaker	No	1,016						
79	30 Amp MEM (EATON) miniature circuit breaker	No	76						
80	10 Amp electrical pull switch	No	160						
81	10 Amp electrical switch, one gang, two ways	No	140						
82	10 Amp electrical switch, three gang, two ways	No	90						
83	10 Amp electrical switch, two gang, two ways	No	90						
84	10 Amp electrical switch, four gang, two ways	No	100						
85	10 Amp electrical switch, six gang, two ways	No	120						

86	10 Amp intermediate switch		No	540						
87	13 Amp three-pin top plugs		No	150						
88	15 Amp porcelain three-pin top plugs		No	240						
89	20 Amp double pole switch		No	140						
90	Porcelain connectors, 30 Amp		No	500						
91	4-way switched extension with surge protection and neon indicator lights		No	250						
92	15 Amp porcelain switched sockets		No	90						
93	Cooker control unit, 45 Amp		No	110						
94	100x25mm powder coated steel trunking		Length	50						
95	1*8 watt fluorescent bulk fitting complete with tube and all accessories as thorn or approved equivalent		No	80						

96	1x7 gauge brass self-tapping screws		Packet	2,020						
97	2 pvc wall plugs		Packet	2,020						
98	Galvanized steel heavy gauge metallic inspection covers of dimensions 8'x8'		No	100						
99	Straight battern lamp holder		No	90						
100	Lighting fittings, 1 foot fluorescent bulk head		No	60						
101	Electric cable, 4mm, 3 core flexible cable		Roll	26						
102	Metal clad switches, 10 Amp, 6 gang, 2 way switch		No	70						
103	3 phase main switch, MEM, 100 Amps, 415V, 50 Hz		No	62						
104	Circuit breaker, mem 65 Amp, 240V, 50Hz		No	66						
105	Recover 2ft fluorescent tube lights and keep as directed by Authorized KRA officer		No.	6						
106	Recover 4ft fluorescent tube lights and keep as		No.	6						

		directed by Authorized KRA officer								
107		Remove, modify to accept LED tube light, by removing ballast and starter connections, 4ft light fitting Keep ballast and starter as directed by Authorized KRA officer		No.	6					
108		Ditto as in item 2 & 3 but 2ft		No.	6					
109		Reinstall modified fitting, and supply, deliver, and install 4ft LED. Test and commission		No.	204					
110		Ditto as in item 5 but 2 ft		No.	204					
111		Recover Recessed Square Ceiling, fluorescent Light fitting including Diffuser, and keep as directed by Authorized KRA officer		No.	2,004					

	112	Supply, deliver, install, test and commission led panel 600*600mm, 39w 2500lm,led lighting with ceiling embeded installation		No	2,004						
		Total Annual Cost for the Lot per station									
		Two (2) years Total cost for the lot per station (To be carried to the form of tender)									

NOTE: BIDDERS ARE REQUIRED TO INDICATE THE BRAND/MAKE/TYPE ON THE COLUMN FOR THE BRAND: FAIL TO INDICATE BRAND/MAKE/TYPE WILL LEAD TO DIRECT DISQUALIFICATION.

LOT 7: SERVICE & MAINTENANCE OF TRANSFORMERS AT TIMES TOWER

7	G	SERVICE & MAINTENANCE OF TRANSFORMERS AT TIMES TOWER					
		Description	Brand/Make Where Applicable	Units	Annual Quantity	Unit cost	Annual Total Annual Cost
	1	Change the transformer oil with new ones.		Litres.	400		
	2	Replace the silica gel for the transformers.		No.	4		
	3	Carry out insulation resistance tests		Item	4		
	4	Tighten all connections to ensure mechanical tightness.		Item	4		
	5	Oil circuit breakers		No	4		
	6	Carry out the following tests and rectify when necessary:					
		i) Contact resistance tests.		No	4		
		ii) Insulation resistance tests.		No	4		
		iii) Gas leakage tests.		No	4		
		iv) Close and trip tests.		No	4		
		v) Mechanism check and maintenance.		No	4		
		vi) Panel indications.		No	4		
		vii) General maintenance (dusting cleaning & tightening)		No	4		
	7	Carry out tests and maintenance on batteries and charger as follows:					
		i) Charging systems.		Set	1		
		ii) Electrolyte level and top up when necessary.		Set	1		

		iii) Terminals and leads.		Set	1			
		Description	Brand/Make (where applicable)	Units	Annual Quantity		Total Annual Cost	
		iv) General conditions of batteries and replace when necessary		Set	1			
	8	Carry out earth fault and over current relay tests , maintenance and calibration as follows:						
		i) Plug testing.		Set	1			
		ii) Trip test.		Set	1			
		iii) Timing.		Set	1			
		iv) Pickup currents.		Set	1			
		v) Instantaneous high settings and currents.		Set	1			
		vi) Ammeter and voltmeter calibration		Set	1			
	9	Commissioning and issuing of test results.		Item.	1			
		Total Annual cost						
		Total cost for two (2) years (To be carried to the form of tender)						

Note:

- *The Estimated Annual Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest Evaluated Bidder who will then be provided with a framework agreement for **two (2) years** at the indicated net unit prices.*
- *The tender award will be per lot per station basis.*
- *The cost shall be inclusive of all applicable taxes as well delivery and installation costs where applicable.*

- *Successful bidders will be required to deliver the building repairs and maintenance items to the specified KRA station as specified in the purchase order for all lots namely;*
 1. *Lot 1: Paintworks*
 2. *Lot 2: Carpentry & Joinery Work*
 3. *Lot 3: Roofing Works*
 4. *Lot 4: Tiling & Floor Works*
 5. *Lot 5: Plumbing Works*
 6. *Lot 6: Electrical Accessories*
 7. *Lot 7: Servicing & Maintenance of Transformers*

Tender's Signature _____ Official Stamp _____ Date _____

LABOUR COSTS FOR FIXING OR INSTALLING OF THE ITEMS

Bidders are advised to quote for the labour charges for installation or fixing of unit items provided.

The labour cost should be per unit item to a maximum of **Kshs 7,000,000.00** for all the items for a duration of two years

					NAIROBI	LOTOKTOK	NAMANGA
Lot	No.	Description	Units	Qty	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
1	A	PAINT WORKS					
	1	Emulsion (First Grade Quality)	Litre	1			
	2	Silk vinyl (First Grade Quality)	Litre	1			
	3	Gloss (First Grade Quality)	Litre	1			
	4	Pinotex staining (First Grade Quality)	Litre	1			
	5	Clear Varnish (First Grade Quality)	Litre	1			
	6	Primer (First Grade Quality)	Litre	1			
2	B	CARPENTRY & JOINERY		-			
	1	Rising Heavy Duty Hinges (Left/Right)	No	1			
	2	Standard Heavy Duty Hinges	No	1			
	3	Pedestal Locks-Small Size	No	1			
	4	Pedestal Locks- Big Size	No	1			
	5	Pull/Push Aluminium Door Handle (As per sample)	No	1			

					NAIROBI	LOTOKTOK	NAMANGA
Lot	No.	Description	Units	Qty	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	6	Indicator Locks	No	1			
	7	Steel Cabinet Locks	No	1			
	8	Door closer- (Union or Equivalent	No	1			
	9	Door closer-Briton 2003 or equivalent	No	1			
	10	Mortise Lock- 3 Lever (Union or Equivalent	No	1			
	11	Mortise Lock- 2 Lever (Union or Equivalent	No	1			
	12	100mm Steel Flush Bolts	No	1			
	13	Backplate bar lever handle (Cat No. UBR206LO)	No	1			
	14	Rubber Door Stopper	No	1			
	15	Aluminium Kicking Plate (800x200mm)	No	1			
	16	Aluminium Kicking Plate (1500x200mm)	No.	1			
	17	Stainless steel ballbearings hinges(100x75x3mm)	Pair	1			
	18	Euro cylinder mortice deadlock comprising case (7204SSS) and Euro profile key and turn cylinder (2 x 18 SC)	No.	1			
	19	Euro cylinder rebate deadlock comprising case (7204SSS) and Euro	No.	1			

					NAIROBI	LOTOKTOK	NAMANGA
Lot	No.	Description	Units	Qty	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
		restricted profile double cylinder (6PS 2 X 18 SC)					
	20	Glass door (Darkened & Toughened) 900x2350x10mm including hydraulic system floor spring (New Star make or equivalent and hinges and accessories	No.	1			
	21	Glass Door leaf (Darkened & Toughened) 450x2350x10mm with rubber fitting fixtures	No.	1			
	22	Glass Door Handle	Pair	1			
	23	Drawer rails	No.	1			
	24	Drawer Lock	No.	1			
	25	Drawer handles	No.	1			
	26	Cabinet wheel runners	No.	1			
	27	Door hook	No.	1			
	28	Tipping drawer lock	No.	1			
	29	Tower bolts	No.	1			
	30	Flash door handles	No.	1			
	31	Hard wood skirting	Lm	1			
	32	Flat Cupboard Locks	No.	1			
	33	Washroom coat hanger	No	1			
	34	Sliding window Lock	No.	1			
	35	Windows handle stay	No	1			

					NAIROBI	LOTOKTOK	NAMANGA
Lot	No.	Description	Units	Qty	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	36	PBA Brev Stainless Steel window opening restrictor or equivalent (For Washroom cubicle windows)	Pair	1			
	37	Medium Grade Tint	Sm.	1			
	38	Decorative Tint	Sm.	1			
3	C	ROOFING WORKS		-			
	1	IT4 sheet 28 G pre-painted (MRM or equivalent)	Sm.	1			
	2	Box profile sheet 28 G (MRM or equivalent)	Sm.	1			
	3	Corrugated sheet Gauge 28 (MRM or equivalent)	Sm.	1			
	4	Ridge cap (MRM or equivalent)	Lm	1			
	5	6mm thick perplex roofing glass	Sm.	1			
	6	Rainwater Goods-		-			
		Plastic Gutters		-			
		i) 140mm diameter half round	LM	1			
		ii) Ditto 180mm	LM	1			
		iii) Ditto 250mm	LM	1			
	7	Extra overgutter for stop end					
		i) 140mm diameter	No	1			

					NAIROBI	LOTOKTOK	NAMANGA
Lot	No.	Description	Units	Qty	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
		ii) Ditto 180mm	No	1			
		iii) Ditto 250mm	No	1			
	8	Extra overgutter for joint union		1			
		i) 140mm diameter	No	1			
		ii) Ditto 180mm	No	1			
		iii) Ditto 250mm	No	1			
	9	Gutter support brackets		1			
		i) 140mm diameter	No	1			
		ii) Ditto 180mm	No	1			
		iii) Ditto 250mm	No	1			
	10	Stop end running outlet		1			
		i) 140x75mm	No	1			
		ii) Ditto 180x110mm	No	1			
		iii) Ditto 250x160mm	No	1			
	11	Running outlet		-			
		i) 140x75mm	No	1			
		ii) Ditto 180x110mm	No	1			
		iii) Ditto 250x160mm	No	1			
	12	Plastic down pipe		1			
		i) 160mm diameter	No	1			
		ii) 110mm ditto	No	1			
		iii) 75mm ditto	No	1			
	13	Down pipe shoe		1			
		i) 160mm diameter	No	1			
		ii) 110mm ditto	No	1			
		iii) 75mm ditto	No	1			

					NAIROBI	LOTOKTOK	NAMANGA
Lot	No.	Description	Units	Qty	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	14	Down pipe bend		1			
		i) 160mm diameter	No	1			
		ii) 110mm ditto	No	1			
		iii) 75mm ditto	No	1			
	15	Down pipe clips		1			
		i) 160mm diameter	No	1			
		ii) 110mm ditto	No	1			
	16	Acoustic ceiling	Sm.	1			
	17	12x100mm celotex cornice	M	1			
	18	25x75mm wrot Cypress cornice	M	1			
	19	Aluminium Ceiling strips (100mmx4m Long)	No	1			
4	D	TILING & FLOOR WORKS		-			
	1	Ceramic tiles-300x300mm	Sm.	1			
	3	Granito tiles-600x600mm	Sm.	1			
	4	Marble slabs	Sm.	1			
	5	Terrazo	Sm.	1			
	6	PVC tiles- 300x300mm	Sm.	1			
5	E	PLUMBING WORKS		-			

					NAIROBI	LOTOKTOK	NAMANGA
Lot	No.	Description	Units	Qty	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	1	1 ¼" flushing valve (Cobra or equivalent)	No.	1			
	2	Close couple toilet complete with fittings (Twyford or equivalent)	No.	1			
	3	W.C basin (back to wall) (Twyford or equivalent)	No.	1			
	4	Heavy duty seat cover (black) (Twyford or equivalent)	No.	1			
	5	Urinal cistern tank complete with automatic siphoning pump (Twyford or equivalent)	No.	1			
	6	Urinal separator (Twyfords or equivalent)	No.	1			
	7	Dobi sink (Twyford or equivalent)	No.	1			
	8	Steel bracket	No.	1			
	9	½" tap (wall type)- Cobra or equivalent	No.	1			
	10	Urinal chrome pipes complete with spreaders (two persons)	No.	1			
	11	Standard counter top Hand wash basin (Twyford or equivalent)	No.	1			
	12	Standard urinal bowl (Twyford or equivalent)	No.	1			
	13	Stainless Steel Brackets (set of 4 no.)	Set	1			

					NAIROBI	LOTOKTOK	NAMANGA
Lot	No.	Description	Units	Qty	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	14	½” push button metering tap (Cobra or equivalent)	No.	1			
	15	½” mixer tap (Cobra or equivalent)	No.	1			
	16	½” water tap (Pegler or equivalent)	No.	1			
	17	½” Shower mixer (Cobra or equivalent)	No.	1			
	18	Low flow Shower head (Cobra or equivalent)	No.	1			
	19	½” G.I flexible pipe-Cobra	No.	1			
	20	½” angle valve (Pegler or equivalent)	No.	1			
	21	½” shower delivery pipes (Cobra or equivalent)	No.	1			
	22	2” x 1 ¼” G.I Reducer bush	No.	1			
	23	1 ½” bottle trap (Veiga or equivalent)	No.	1			
	24	1 ¼” bottle trap (Veiga or equivalent)	No.	1			
	25	2” PVC inspection bends	No.	1			
	26	2” gate valve (Pegler or equivalent)	No.	1			
	27	4” x 2” floor trap	No.	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	1	Fluorescent choke, 36/40 watts, 240Volts, 50Hz Fluorescent choke	No	1			
	2	Fluorescent choke, 18/20 watts, 240Volts, 50Hz Fluorescent choke	No	1			
	3	Fluorescent lamp holders	No	1			
	4	125 Watts HPMV lamp chokes	No	1			
	5	400 Watts 240Volts high pressure sodium chokes	No	1			
	6	Fluorescent tubes, 18Watts screw type energy saving bulbs as Thorn or approved equivalent	No	1			
	7	Fluorescent tubes, 18.22 watts (2ft) 240V, 50Hz	No	1			
	8	Fluorescent tubes, 125 Watts HPMV lamp bulbs	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	9	Fluorescent tubes, 100 watts bulkhead fittings c/w 18 watt screw type bulbs	No	1			
	10	Fluorescent tubes, 5 feet (58watts) 240Volts, 50Hz	No	1			
	11	Energy saving bulbs, 2 pin, 9 watts, 240Volts, 50Hz	No	1			
	12	Energy Saving bulbs 4 pin, 18 watts, 240Volts, 50Hz	No	1			
	13	400 watts, 240Volts, 50Hz, high pressure sodium bubs	No	1			
	14	400 watts, 240Volts, 50Hz, high pressure sodium bubs floodlight fittings complete with bulbs and switch gears	No	1			
	15	Energy saving bulbs, 2D, 16 watts, 240volts, 50Hz	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	16	Halogen lamp, 2 pin, 50 watts, 240 Volts, 50Hz	No	1			
	17	Spotlight 60 watts, 240volts, 50Hz Tung-flex	No	1			
	18	Downlight 2 pin energy saving bulbs	No	1			
	19	4-22 Watts (18W) 240Volts, 50 Hz fluorescent starters	No	1			
	20	Lighting fittings, 2 feet fluorescent tube single	No	1			
	21	Lighting fittings, 4 feet fluorescent tube	No	1			
	22	4-80 Watt (36W) 240Volts, 50 Hz fluorescent starters	No	1			
	23	50mm base pole lighting fittings c/w 18wattt screw type bulbs	No	1			
	24	13 Amp twin ivory switch socket outlet	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	25	13 Amp single ivory switch socket outlet	No	1			
	26	Ditto but for two way lighting point	No	1			
	27	250x50mm two compartment trunking surface mounted prepainted and baked steel trunking made out of 16swg sheets and frame complete with cover, switch boxes, cross over bridges and fixing accessories	No	1			
	28	10 Amp plate switch 1 gang two way SP as MK or approved equivalent	No	1			
	29	10 Amp plateswitch 2 gang two way SP as MK or approved equivalent	No	1			
	30	10 Amp plateswitch 3 gang two way SP as	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
		MK or approved equivalent					
	31	10 Amp plateswitch 1 gang architrave switch SP as MK or approved equivalent	No	1			
	32	10 Amp plateswitch 2 gang architrave switch SP as MK or approved equivalent	No	1			
	33	Pull switches	No	1			
	34	LV rated 83mm dia LED Matt White finish round recessed DWNLT C/W 6W lamp as DORVIL asTYPE L1	No	1			
	35	600x600mm LED Surface panel Light c/w all mounting accessories as Robus Type F5 Daylight	No	1			
	36	Chalice 190 complete with glass frosted spot with compact LED lamps as THORN LED	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
		ECO, Surface as Type A5					
	37	LED strip 5M 2835 12V 72W IP20-Daylight LED Driver 72W IP20	No	1			
	38	13 Amp ring twin socket outlet points wired in 3x2.5sq mm PVC SC copper cables drawn in 20mm HG PVC conduits/trunking complete with all accessories	No	1			
	39	Ditto, but for hand dryer/Air conditioning/fuses spur outlet	No	1			
	40	20Amp flush DP Switch with pilot lamp as MK or approved equivalent	No	1			
	41	20A flex outlets as MK or approved equivalent	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	42	13A Fused spur unit as MK or approved equivalent	No	1			
	43	13A flush 2 gang switched socket outlet as MK or approved equivalent	No	1			
	44	15A flush 1 gang DP switched socket outlet as MK or approved equivalent	No	1			
	45	13A flush non-standard 2 gang switched socket outlet as MK or approved equivalent complete with 13A white plug	No	1			
	46	13A flush 2-gang switched socket outlet as MK or approved equivalent	No	1			
	47	Circuit breakers, MEM 32 Amp, 240V, 50 Hz	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	48	Heater elements 3-Kw, 240V. 50Hz	No	1			
	49	32 Amps 240V, 50 Hz coil conductor	No	1			
	50	10 Amps photocell switch	No	1			
	51	25 mm mini trunking	Pc	1			
	52	100x25 mm powder coated steel trunking	Length	1			
	53	63 Amps 80Ka KNIFE BLADE HRC fuse	No	1			
	54	125 Amps 80Ka KNIFE BLADE HRC fuse	No	1			
	55	25 kVA 415 Volts 50/60 Hz electrolyte capacitor	No	1			
	56	80 Amps 240 Volts 50Hz coil capacitor	No	1			
	57	20 Watt LED floodlighting lense	No	1			
	58	300 mm diameter screw type clear ball fittings	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	59	12 step power factor controller	No	1			
	60	24 hours to 7 days 240 volts 50Hz coil electronic timer	No	1			
	61	4- way surge protected 13 amp extension switch socket outlet	No	1			
	62	4.0 sq. mm 4-core splicing kits	No	1			
	63	B27 screw type porcelain lamp holders	No	1			
	64	12-way consumer unit MEM(EATON) or its equivalent	No	1			
	65	100 Amp double pole MEM (EATON) main-switch	No	1			
	66	32 Amp MEM (EATON) miniature circuit breaker	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	67	30 Amp MEM (EATON) miniature circuit breaker	No	1			
	69	10 Amp electrical pull switch	No	1			
	70	10 Amp electrical switch, one gang, two ways	No	1			
	71	10 Amp electrical switch, three gang, two ways	No	1			
	72	10 Amp electrical switch, two gang, two ways	No	1			
	73	10 Amp electrical switch, four gang, two ways	No	1			
	74	10 Amp electrical switch, six gang, two ways	No	1			
	75	10 Amp intermediate switch	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	76	13 Amp three-pin top plugs	No	1			
	77	15 Amp porcelain three-pin top plugs	No	1			
	78	20 Amp double pole switch	No	1			
	79	Porcelain connectors, 30 Amp	No	1			
	80	4-way switched extension with surge protection and neon indicator lights	No	1			
	81	15 Amp porcelain switched sockets	No	1			
	82	Cooker control unit, 45 Amp	No	1			
	83	100x25mm powder coated steel trunking	Length	1			
	84	1*8 watt fluorescent bulk fitting complete with tube and all accessories as thorn or approved equivalent	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	85	1x7 gauge brass self-tapping screws	Packet	1			
	86	2 pvc wall plugs	Packet	1			
	87	Galvanized steel heavy gauge metallic inspection covers of dimensions 8'x8'	No	1			
	88	Straight battern lamp holder	No	1			
	89	Lighting fittings, 1 foot fluorescent bulk head	No	1			
	90	Electric cable, 4mm, 3 core flexible cable	Roll	1			
	91	Metal clad switches, 10 Amp, 6 gang, 2 way switch	No	1			
	92	3 phase main switch, MEM, 100 Amps, 415V, 50 Hz	No	1			
	93	Circuit breaker, mem 65 Amp, 240V, 50Hz	No	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
	94	Recover 2ft fluorescent tube lights and keep as directed	No.	1			
	95	Recover 4ft fluorescent tube lights and keep as directed	No.	1			
	96	Remove, modify to accept LED tube light, by removing ballast and starter connections, 4ft light fitting Keep ballast and starter as directed	No.	1			
	97	Ditto as in item 2 & 3 but 2ft	No.	1			
	98	Reinstall modified fitting, and install 4ft LED. Test and commission	No.	1			
	99	Ditto as in item 5 but 2 ft	No.	1			
	100	Recover Recessed Square Ceiling, fluorescent Light fitting	No.	1			

					NAIROBI	LOITOKTOK	NAMANGA
6	F	ELECTRICAL ITEMS	UNIT	QTY	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing	Labour cost for applying/installing or fixing
		including Diffuser, and keep as directed					
	101	Install, test and commission led panel 600*600mm, 39w 2500lm,led lighting with ceiling embedded installation	No	1			

Tender's Signature _____ *Official Stamp* _____ *Date* _____

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

- 1 *Form of Tender-* The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 2 *Confidential Business Questionnaire Form -* This form must be completed by the tenderer and submitted with the tender documents.
- 3 *Tender Securing declaration form -* When required by the tender documents the tender shall provide the tender securing declaration r in the form included herein any another format acceptable to the procuring entity.
- 4 *Contract Form-*The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 5 *Bank Guarantee for Advance Payment Form-* When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 6 *Manufacturers Authorization Form-* When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER
Date _____
Tender No. _____
To: KENYA REVENUE AUTHORITY
P. O. BOX 48240 – 00100, NAIROBI.
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, Delivery and Installation of Various Building Repairs and Maintenance Items - Framework Agreement for Two (2) Years in conformity with the said tender documents for
Lot 1: Nairobi at the sum of Kshs..... (total tender amount in words and figures)
Lot 1: Loitoktok at the sum of Kshs..... (total tender amount in words and figures)
Lot 1: Namanga at the sum of Kshs..... (total tender amount in words and figures)
Lot 2: Nairobi at the sum of Kshs..... (total tender amount in words and figures)
Lot 2: Loitoktok at the sum of Kshs..... (total tender amount in words and figures)
Lot 2: Namanga at the sum of Kshs..... (total tender amount in words and figures)
Lot 3: Nairobi at the sum of Kshs..... (total tender amount in words and figures)
Lot 3: Loitoktok at the sum of Kshs..... (total tender amount in words and figures)
Lot 3: Namanga at the sum of Kshs..... (total tender amount in words and figures)

Lot 4: Nairobi at the sum of Kshs.....
.....
..... (total tender amount in words and figures)

Lot 4: Loitoktok at the sum of Kshs.....
..... (total tender amount
in words and figures)

Lot 4: Namanga at the sum of Kshs.....
..... (total tender amount
in words and figures)

Lot 5: Nairobi at the sum of Kshs.....
.....
..... (total tender amount in words and figures)

Lot 5: Loitoktok at the sum of Kshs.....
..... (total tender amount
in words and figures)

Lot 5: Namanga at the sum of Kshs.....
..... (total tender amount
in words and figures)

Lot 6: Nairobi at the sum of Kshs.....
.....
..... (total tender amount in words and figures)

Lot 6: Loitoktok at the sum of Kshs.....
..... (total tender amount
in words and figures)

Lot 6: Namanga at the sum of Kshs.....
..... (total tender amount
in words and figures)

Lot 7: Nairobi at the sum of Kshs.....
.....
..... (total tender amount in words and figures)

Lot 7: Loitoktok at the sum of Kshs.....
..... (total tender amount
in words and figures)

Lot 7: Namanga at the sum of Kshs.....
..... (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.

Provision of Seven Million (7,000,000) shillings for labour as at and when need
arises.

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(<i>Kenya revenue Authority</i>).
4. We agree to abide by this Tender for a period of 335 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; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

	Part 1 – General
1.1	Business Name
1.2	Location of Business Premises.
1.3	Plot No..... Street/Road
	Postal Address Tel No. Fax E mail
1.4	Nature of Business.....
1.5	Registration Certificate No.
1.6	Maximum Value of Business which you can handle at any one time – Kshs.
1.7	Name of your Bankers Branch
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full Age
2a.2	Nationality Country of Origin
	<ul style="list-style-type: none"> • Citizenship Details
	Part 2 (b) Partnership

2b.1	Given details of Partners as follows:
2b.2	Name Nationality Citizenship Details Shares
	1.....
	2.....
	3.....
	4.....
	Part 2 (c) – Registered Company
2c.1	Private or Public
2c.2	State the Nominal and Issued Capital of Company- Nominal Kshs.
	Issued Kshs.
2c.3	Given details of all Directors as follows
	Name Nationality Citizenship Details Shares
	1.....
	2.
	3.
	4.
	5
	Part 3 – Eligibility Status
3.1	Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____
3.2	If answer in ‘3.1’ is YES give the relationship.

3.3	Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
3.4	If answer in '3.3' above is YES give details.

3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it's affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____
3.6	If answer in '3.5' above is YES give details.

3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____
3.8	If answer in '3.7' above is YES give details:
3.9	<p>(a) Have you offered or given anything of value to influence the procurement process? Yes _____ No _____</p> <p>Have you been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority, which is the procuring entity? Yes _____ No _____</p>

	<p>(c) Have your servants and/or agents offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority.</p> <p>Yes _____ No _____</p>
3.10	<p>If answer in '3.9' a, b or c above is YES give details:</p> <p>.....</p> <p>.....</p>
	<p>Date Signature of Candidate</p> <p>.....</p>

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

8.3 TENDER SECURING DECLARATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: Kenya Revenue Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

8.4 CONTRACT FORM
TENDER REF No: KRA/HQS/NCB/013/2019-2020
SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS BUILDING REPAIRS AND MAINTENANCE ITEMS - FRAMEWORK AGREEMENT FOR TWO (2) YEARS
THIS AGREEMENT made the _____ day of _____ 20 _____ between Kenya Revenue Authority [<i>name of Procurement entity</i>] of Kenya [<i>country of Procurement entity</i>] (hereinafter called “the Procuring entity) of the one part and[<i>name of tenderer</i>] of [<i>city and country of tenderer</i>] (hereinafter called “the tenderer”) of the other part;
WHEREAS the Procuring entity invited tenders for the SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS BUILDING REPAIRS AND MAINTENANCE ITEMS - FRAMEWORK AGREEMENT FOR TWO (2) YEARS and has accepted a tender by the tenderer for the SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS BUILDING REPAIRS AND MAINTENANCE ITEMS 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 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[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]

8.6 MANUFACTURER'S AUTHORIZATION FORM

To Kenya Revenue Authority

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.

8.7 LETTER OF NOTIFICATION OF AWARD

**Kenya Revenue Authority
P.O Box 48240 – 00100,
Nairobi.**

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.

Deputy Commissioner,
Procurement & Supplies Services,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Facsimile: +254-020-215809

FOR: **Commissioner-General**