



REPUBLIC OF KENYA

**EXECUTIVE OFFICE OF THE PRESIDENT
GOVERNMENT PRESS
P. O. BOX 30128-00100
NAIROBI**

TENDER

FOR

**SUPPLY AND DELIVERY OF SPARE PARTS FOR PRINTING
EQUIPMENT, PLANT AND OTHER MACHINES
ON AS AND WHEN REQUIRED BASIS, FOR TWO YEARS**

FRAMEWORK AGREEMENT

TENDER NUMBER: EOOP/GP/005/2025-2026

ELIGIBILITY: OPEN TO ALL

CLOSING/OPENING DATE: 25TH FEBRUARY, 2026 at 10.00 a.m.



**EXECUTIVE OFFICE OF THE PRESIDENT
GOVERNMENT PRESS**

TENDER NOTICE DATE: 11/02/2026

**TENDER FOR SUPPLY AND DELIVERY OF SPARE PARTS FOR PRINTING
EQUIPMENT, PLANT AND OTHER MACHINES, ON AS AND WHEN REQUIRED
BASIS FOR TWO YEARS**

TENDER NUMBER: EOOD/GP/005/2025-2026

1. The **Administrative Secretary, Executive Office of the President** invites sealed tenders for the **SUPPLY AND DELIVERY OF SPARE PARTS FOR PRINTING EQUIPMENT, PLANT AND OTHER MACHINES**
2. Tendering will be conducted under Open Tendering Method (National) resulting into framework agreements using the PPRA standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information from the tenders' websites, www.tenders.go.ke, and www.headofpublicservice.go.ke and inspect the Tender Documents during normal office hours, at the Procurement Office on 2nd floor, Government Press, Haile Selassie Avenue, Nairobi.
4. A complete set of tender documents may be obtained by interested tenderers electronically from the Websites (www.tenders.go.ke and www.headofpublicservice.go.ke). Tender documents obtained electronically will be free of charge.
5. Address for Submission of Tenders.
**The Head of Supply Chain Management Services
Executive Office of the President
Government Press,
P. O. Box 30128-00100, Nairobi.**
6. Complete Tender Documents shall be dropped in the tender box located at Government Press, Haile Selassie Avenue Ground Floor Reception.
7. Prices quoted should be inclusive of all taxes, 0.03% capacity building levy as per PPRA Circular No.:01/2024 dated 30th August 2024 and delivery costs and must be expressed in Kenya Shillings and shall remain valid for **Two Hundred and Seventy (270) days** from the closing/opening date of the tender
8. All Tenders shall be accompanied by a Tender Security of **Kshs. 500,000** in the form of banker's cheque to the Government Printer or a guarantee issued by a reputable bank. The tender security shall remain valid for **180 days** from the date of opening.

9. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
10. Completed tenders must be delivered to the address below on or before 25th February, 2026 at 10.00 a.m.
Electronic Tenders will not be permitted.
11. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at Government Press, Board Room, 2nd floor. Late tenders will be rejected.
12. For items where samples are to be viewed, this shall be done from Monday to Friday 8.30am to 4.30 pm as indicated in the price schedule form.

**HEAD/ SUPPLY CHAIN MANAGEMENT SERVICES
FOR: PRINCIPAL ADMINISTRATIVE SECRETARY**

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A GENERAL PROVISIONS

1. Scope of Tender

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

2. Fraud and Corruption

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

3. Eligible Tenderers

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

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

- 32 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 33 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
- b) receives or has received any direct or indirect subsidy from another Tenderer; or
- c) has the same - representative or ownership as another Tenderer; or
- d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
- e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
- f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
- g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the [PPRA's website www.ppra.go.ke](http://www.ppra.go.ke)
- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.10 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other

documents to be used for the procurement of the goods under this Invitation for tenders.

- 3.11 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**
- 3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempted in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 3.13 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4 Eligible Goods and Related Services

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

B. CONTENTS OF TENDER DOCUMENTS

5 Sections of Tendering Document

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

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Supply Requirements

- i) Section V - Schedule of Requirements

PART 3 Conditions of Contract

- i) Section VI - General Conditions of Contract (GCC)

ii) Section VII - Special Conditions of Contract (SCC)

iii) Section VIII- Contract Forms

52 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.

53 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT 7.

54 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

6 Clarification of Tendering Document

61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.

62 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

63 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

65 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

7 Amendment of Tendering Document

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

7.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.

7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

C. PREPARATION OF TENDERS

8 Cost of Tendering

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

9 Language of Tender

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

10 Documents Comprising the Tender

10.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT11;
- b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
- d) Alternative Tender: if permissible, in accordance with ITT12;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
- f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
- g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
- h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
- i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
- j) any other document required in the TDS.

10.2 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

10.3 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11 Form of Tender and Price Schedules

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

12 Alternative Tenders

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

13. Tender Prices and discounts

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

- ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and

- iii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**.

- d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14 Currencies of Tender and Payment

141 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.

142 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.

143 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

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

151 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

152 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

153 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

154 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.

155 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16 Documents Establishing the Eligibility and Qualifications of the Tenderer

161 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

162 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
- b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

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

18. Tender Security

- 181 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 182 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 183 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a letter of credit; or
 - v) guarantee by a deposit-taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 185 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 186 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

- 187 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 188 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a Performance Security in accordance with ITT 46.
- 189 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 18.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.
- 18.11 A tenderer shall not issue a tender security to guarantee itself.

19. Format and Signing of Tender

- 19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT11 and clearly mark it “ORIGINAL.” Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked “ALTERNATIVE.” In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.2 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 19.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 19.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.
- 19.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. SUBMISSION AND OPENING OF TENDERS

20 Sealing and Marking of Tenders

- 20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
 - b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
 - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

- 202 The inner envelopes or packages or containers shall:
- a) bear the name and address of the Procuring Entity.
 - b) bear the name and address of the Tenderer; and
 - c) bear the name and Reference number of the Tender.
- 203 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the **TDS** where such documents should be received.
 - b) maintain a record of tenders received and issue acknowledgement receipt note to each tendererspecifying time and date of receipt.
 - c) Ensure all tenders received are handed over to the tender opening committee for opening at thespecified opening place and time.
- 204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplacedor opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

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

22. Late Tenders

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

23. Withdrawal, Substitution, and Modification of Tenders

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

24. Tender Opening

- 24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publiclyopen and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.

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

E. EVALUATION AND COMPARISON OF TENDERS

25. Confidentiality

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

26. Clarification of Tenders

- 26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No

change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

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

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 28.2.

28 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors and Omissions

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS. The adjustment shall be based on the *average* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30. Arithmetical Errors

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

31. Conversion to Single Currency

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

32. Margin of Preference and Reservations

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

33. Evaluation of Tenders

- 33.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) substantially responsive to the tender documents; and

b) the lowest evaluated price.

332 Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:

- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

333 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

334 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

335 The Procuring Entity's evaluation of a Tender will include and consider:

- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
- b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

336 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34 Comparison of Tenders

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

35 Abnormally Low Tenders

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

35.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

36 Abnormally High Tenders

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

37. Post Qualification of the Tenderer

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

38. Lowest Evaluated Tender

- 38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- a) Most responsive to the Tender document; and
 - b) the lowest evaluated price.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

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

F. AWARD OF CONTRACT

40. Award Criteria

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

Notice of Intention to enter into a Contract

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

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

41. Standstill Period

421 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

422 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

42. Debriefing by the Procuring Entity

431 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

432 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

43. Letter of Award

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

44. Signing of Contract

451 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

452 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

453 The written contract shall be entered into within the period specified in the notification of award

and before expiry of the tender validity period.

45. Performance Security

461 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.

462 Performance security shall not be required for a contract, if so specified in the **TDS**.

46. Publication of Procurement Contract

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

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

47. Procurement Related Complaint

The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	A. General
ITT 1.1	<p>The reference number of the Invitation for Tenders is: TENDER NUMBER: EOOP/GP/005/2025-2026</p> <p>The Procuring Entity is: EXECUTIVE OFFICE OF THE PRESIDENT – GOVERNMENT PRESS DEPARTMENT</p> <p>The name of the Contract is: SUPPLY AND DELIVERY OF SPARE PARTS FOR PRINTING EQUIPMENT, PLANT AND OTHER MACHINES ONAS AND WHEN REQUIRED BASIS, FOR TWO YEARS.</p> <p>The number and identification of lots (contracts) comprising this Invitation for Tenders is: N/A</p>
ITT 2.3	The Information made available on competing firms is as follows: N/A
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: N/A
ITT3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be to be registered with N/A
	B. Contents of Tendering Document
ITT 6.1	<p>(a) Address where to send enquiries is: Email: procurement@governmentpress.go.ke</p> <p>Addressed to: The Head Supply Chain Management Executive Office of the President Government Press P. O. Box 30128-00100 Nairobi</p> <p>to reach the Procuring Entity not later than within 7 days before submission.</p> <p>(b) The Procuring Entity publish its response at the websites www.tenders.go.ke and www.headofpublicservice.go.ke</p>
	C. Preparation of Tenders
ITT 13.5	<p>Commencement of the Framework Agreement</p> <p>The Framework Agreement will commence fifteen days after signing of the award by the Accounting officer</p>
ITT 13.8 (a) (i) and (iii)	Place of final destination: Government Press, Haile Selassie Avenue
ITT 13.8 (a) (iii)	Final Destination (Project Site): Government Press, Haile Selassie Avenue

ITT 13.8 (b) (i)	Named place of destination, in Kenya is : Government Press, Haile Selassie Avenue
13.8 (c) (iv)	The place of final destination is: Government Press, Haile Selassie Avenue
ITT 14.2	Foreign currency requirements not allowed .
ITT 14.3	Language: English
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): N/A
ITT 16.2 (a)	Manufacturer's authorization is: Not Required
ITT 16.2 (b)	After sales service is: Not Required
ITT 17.1	The Tender validity period shall be 150 days.
ITT 18.1	A <i>Tender Security</i> Shall be required. Tender Security shall be required and the amount and currency of the Tender Security shall be Kshs. 500,000.00 valid for 180 days
ITT 19.1	In addition to the original of the Tender, the number of copies is: One (<i>1</i>) <i>copy</i>
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: POWER OF ATTORNEY [<i>insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender</i>].
	D. Submission and Opening of Tenders
ITT 20.3	A tender document that cannot fit in the tender box shall be received as follows: Physically and recorded in a register in the office of the Head of Supply Chain Management Services on 2nd Floor
ITT 21.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: Attention: The Head/Supply Chain Mgt. Services, Postal Address: P. O. Box 30128-00100, Nairobi, Kenya Physical Address: Government Press, Haile Selassie Avenue Telephone: +254 (0) 20 2227411 Electronic mail address: procurement@governmentpress.go.ke The deadline for Tender submission is: Date: 25th February, 2026 Time: 10:00 a.m. Tenderers Shall not have the option of submitting their Tenders electronically.

ITT 24.1	<p>The Tender opening shall take place at:</p> <p>Attention: The Government Press Postal Address: P. O. Box 30128-00100, Nairobi, Kenya Physical Address: Government Press, Haile Selassie Avenue.</p> <p>Date 25/02/ 2026</p> <p>Time: 10:00 a.m.</p>
ITT 24.6	<p>The number of representatives of the Procuring Entity to sign is: As per the Tender Opening Committee; whereby, each Tender shall be initialed by all representatives and shall be numbered.</p>

E. Evaluation and Comparison of Tenders			
ITT 32.3	A margin of preference and/or reservation " <i>shall not</i> " apply.		
ITT 33.1	The Procuring Entity shall recommend more than one bid as per the provisions of Section 141 of the Public Procurement and Asset Disposal (Amendment) Act, 2022. N/A		
ITT 32.5	The invitation to tender is extended to the following group that qualify for Reservations N/A		
ITT 33.2	Price evaluation will be done for; Items quoted for - Supply and Delivery of Spare Parts for Printing Equipment, Plant and Other Machines on As and When Required basis, for Two Years		
ITT 33.2 (Samples)	Samples Required. N/A		
ITT 33.2 (d)	Additional evaluation factors are See Evaluation Criteria		
ITT 33.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: N/A</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: <i>No.</i> (b) Deviation in payment schedule: <i>No.</i> (c) the cost of major replacement component, mandatory spare parts, and service: N/A (d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender N/A (e) Life cycle costs: the costs during the life of the goods or equipment N/A (f) the performance and productivity of the equipment offered; N/A 		
ITT 34	Prevailing market prices will be used to determine the lowest evaluated bids where bidders who will have quoted within a reasonable range will be required to match their prices to the market price. The evaluation committee may recommend one or more bids whose prices are within the market rates for award as per the provisions of Section 141 of the Public Procurement and Asset Disposal Act, 2015 and its amendments.		
ITT F 40	<table border="1" style="width: 100%;"> <tr> <td data-bbox="399 1825 1506 1904" style="text-align: center;">MANDATORY EVALUATION CRITERIA</td> </tr> <tr> <td data-bbox="399 1904 1506 2114"> <p>The evaluation of the tender shall be in the following stages. The bidder SHALL pass each stage to proceed to the next.</p> <p>Stage 1: Preliminary Evaluation</p> </td> </tr> </table>	MANDATORY EVALUATION CRITERIA	<p>The evaluation of the tender shall be in the following stages. The bidder SHALL pass each stage to proceed to the next.</p> <p>Stage 1: Preliminary Evaluation</p>
MANDATORY EVALUATION CRITERIA			
<p>The evaluation of the tender shall be in the following stages. The bidder SHALL pass each stage to proceed to the next.</p> <p>Stage 1: Preliminary Evaluation</p>			

The bidder shall provide the following:-

1. Certificate of Incorporation or Registration
2. CR 12 where applicable produced in the last 6 months
3. Power of Attorney of individual authorized to sign documents on behalf of directors. *(Not Applicable to Sole Proprietor firms)*
4. Valid Tax Compliance Certificate
5. Valid Single Business Permit from local authority
6. Duly filled, signed and stamped Confidential Business Questionnaire Form - to establish that the bidder is not in any conflict of interest
7. Duly filled, signed and stamped Form of Tender
8. Duly filled, signed and stamped Certificate of Independent Tender Determination – to declare that the bidder has completed the tender without colluding with other tenderers
9. Duly filled, signed and stamped SD 1 form (attached)
10. Duly filled, signed and stamped SD 2 form (attached)
11. Duly filled, signed and stamped - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal
12. Fill, Signed and Stamped Beneficial disclosure commitment form
13. All pages of both original and copy of the tender documents submitted **MUST** be sequentially serialized by the tenderers
14. Original bid bond of **Kshs. 500,000** from a reputable bank addressed to the Government Printer and to remain in force for a period of one hundred and eighty days (180) days from the closing date of the tender. (Bid bond from Insurance Companies shall not be permitted)
15. Bidders SHALL not submit more than one tenders that have similar ownership details as contained in the CR12. By doing so, this SHALL lead to automatic disqualification of all submitted tenders with similar ownership as submitted in this specific tender.

Stage 2: Technical Evaluation (Technical Scores (T.S))

This section will carry a total of **80 marks**

The bidders that pass the mandatory evaluation will be subjected to Technical Evaluation as per the criteria set out below.

No.	Evaluation Attribute	Requirements	Maximum expected score
T.S.1	Company profile; Submit firm’s profile clearly indicating organizational structure and employees. (20 Marks)	Profile provided (20 Marks) Profile not provided (0 Marks)	20
T.S.2	Reference of at least four firms that the bidder has supplied similar Spare Parts for Printing Machine items in the last three years. Bidders to provide evidence of serviced Orders or signed contracts	Each evidence provided (5 marks)	20
T.S.3	Proof that you have a Manufacturer	Provision of Manufacturers	20

	Authorization/dealership/ or an agent by the manufacturer or dealer specific for a particular printing machine or spare parts for the same. Give documentary evidence	Authorization/dealership/agency (20 Marks) Not provided (0 Mark)	
T.S.4	Submission of detailed bank account information including 6 months prior to tender opening (10 Marks) Evidence of access to credit line from a reputable financial institution. (10Marks)	(Total 20 marks) Evidence provided (10 Marks) Not provided (0 Mark) Evidence provided (10 Marks) Not provided (0 Mark)	20
<p>NB: Only bidders who scores 60 marks will be subjected to financial evaluation</p> <p>Stage 3: Financial Evaluation</p> <p>Bids that meet all technical evaluation requirements shall be compared on the basis of unit prices quoted. Prevailing market prices will be used to determine the lowest evaluated bids and prices below indicative market prices shall be disqualified.</p> <p>The evaluation committee may recommend one or more bids whose prices are within the market rates for award as per the provisions of Section 141of the Public Procurement Act, 2015.</p> <p>This is a framework agreement, where goods shall be ordered on a call off approach, as and when required, therefore the framework agreement shall be awarded to multiple bidders based on a range of prices. Bidders bidding above the lowest Evaluated Tender Price shall be required to match the lowest evaluated price (Based on the prevailing Market Price) within a certain range set by the evaluation committee</p>			
	F. Award of Contract		
ITT 46.3	Performance security if so required shall be in the sum of N/A		

<p>ITT 47</p>	<p>The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention:</p> <p>Title/position: The Head Supply Chain Mgt. Services Procuring Entity: Executive Office of the President</p> <p style="text-align: center;">Government Press P. O. Box 30128-00100, Nairobi, Kenya</p> <p>Email address: procurement@governmentpress.go.ke</p>
	<p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

- 11** Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 12** This section contains the criteria that the Procuring Entity Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used otherthan those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

21 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be substantially responsive to the tender documents;
- b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and
- c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

22 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

PRICE EVALUATION

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply:

2.2.1 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

MARGIN OF PREFERENCE

- a. If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.
- b. The margin of preference will be applied in accordance with, and subject to, the following provisions:
 - i. Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.
 - ii. After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:
 1. **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, rawmaterials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and
(b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender submission date;
 2. **Group B:** All other Tenders offering Goods manufactured in Kenya;
 3. **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
 - iii. To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.
 - iv. The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
 - v. All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
 - vi. If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

Post Qualification of Tenderers (ITT 37)

vii. Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words "Similar Goods" have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

c. History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last _____ (specify years). The required information shall be furnished as per form CON-2].

d. Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

4.6. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last N/A (specify years). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

- ❖ Form of Tender
- ❖ Tenderer Information Form
- ❖ Tenderer JV Members Information Form
- ❖ Price Schedule
- ❖ Form of Tender Security – Demand Guarantee
- ❖ Form of Tender Security (Tender Bond)
- ❖ Form of Tender-Securing Declaration
- ❖ Manufacturer's Authorization Form

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

Date of this Tender submission:

Tender No :

Name and Identification:

Alternative No:

To:

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration. Or Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:
- f) Option 1, in case of one lot: Total price

is or

Option 2, in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];
- g) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [*Specify in detail each discount offered.*]
 - ii) The exact method of calculations to determine the net price after application of discounts are shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- h) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from ___(specify website)during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict of interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1- Fraud and Corruption” attached to the Form of Tender.

Name of the tenderer: **[insert complete name of the tenderer]*

Name of the person duly authorized to sign the Tender on behalf of the tenderer: ***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender:

Signature of the person named above:

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____

[Name of Procuring Entity] for: _____

[Name and number of tender] in response to the request for tenders made by: _____

[Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____

[Name of Tenderer]

that:-

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

indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

Title _____

Date _____

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

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,.....of Post Office Box.....being a resident ofin the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of(insert name of the Company) who is a Bidder in respect of **Tender No.**for.....(insert tender title/description) for.....(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPTOR FRAUDULENT PRACTICE

I,.....of P.O. Box.....being a resident ofin the Republic ofdo hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**.....for(*insert tender title/description*)
for.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
- 2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- “fraudulent practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹ For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits,

such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:..... *[insert date (as day, month and year) of Tender submission]*

Tender Name and Identification:.....*[insert identification*

Alternative No..... *[insert identification No if this is a Tender for an alternative]* Page _____ of _____ pages

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

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

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

A. Tenderer's details

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

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	ationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company:- Nominal Kenya Shillings (Equivalent) Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	ationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Are there any person/persons in.....(*Name of Procuring Entity*) who has an interest or relationship in this firm?

Yes/No.If yes, provide details as follows.

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

ii) Conflict of interest disclosure

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

f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name_____

Title or Designation_____

(Signature)

Date)

(

COMMITMENT TO PROVIDE BENEFICIAL OWNERSHIP INFORMATION

I, of P. O. Box
being a resident of in the Republic of do hereby make
a state as follows: -

1. THAT I am the Chief Executive Officer/Managing Director/Principal Officer/Director/ Authorized
Officer of..... (*Insert name of the Company*) who is a
Bidder in respect of **Tender No.**..... for
(*Insert tender title/description*) advertised by (*Insert name of the Procuring entity*)
(the **Procuring Entity**) and duly authorized and competent to make this statement.

2. THAT I do hereby commit to provide Beneficial Ownership Information in conformity with the
Beneficial Ownership Disclosure Form to the procuring entity upon receipt of notification of award in the
event we are the successful tenderer in this subject procurement proceeding. I fully understand that
failure to furnish the procuring entity with the Beneficial Ownership Information within the period
provided for in the letter of award shall invalidate my award and may be considered as refusal to enter into
a written contract which is punishable under Section 41(1) (e) of the Public Procurement and Asset
Disposal Act, 2015.

Name of the Firm/Company.....

Registered Physical Address of the Company.....

Postal Address.....

Telephone No..... Mobile Number

Email Address

Name of Authorized Signatory.....

Designation

Signatory.....

Date.....

Witnessed by

Signature of Witness.....

Date.....

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 4 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer)

BENEFICIAL OWNERSHIP DISCLOSURE FORM

Tender Reference No.: _____ [insert identification no]
 Name of the Tender Title/Description: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
1.	Full Name		Directly----- --- % of shares	Directly % of voting rights		
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly----- ---- % of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
Email address						

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the Company	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
	Occupation or profession					
2.	Full Name		Directly----- --- % of shares	Directly % of voting rights		
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly----- ---- % of shares	Indirectly-----% of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 5 of the Companies (Beneficial Ownership Information)(Amendment) Regulations, 2022

II) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer..... *[insert complete name of the Tenderer]_____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]

Designation of the person signing the Tender..... [insert complete title of the person signing the Tender]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp/ Company Seal.

TENDERER'S JV MEMBERS INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture]].

Date:.....*[insert date (as day, month and year) of Tender submission].*

Tender Name and Identification:.....*[insert identification Alternative No [insert identification No if this is a Tender for an alternative].*

Page _____ of _____ pages

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>country of registration</i> <i>[insert JV's Member legal address in</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of the legal entity named above, in accordance with ITT 4.4. registration <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

SECTION V: SCHEDULE OF REQUIREMENTS - SUPPLY AND DELIVERY OF SPARE PARTS FOR PRINTING EQUIPMENT, PLANT AND OTHER MACHINES

Name of tenderer _____

Tender Number _____ Page _____ of _____

S/No	DESCRIPTION	UNIT OF ISSUE	QUANTITY
	FUJI 16		
1.	Sheet Detector Lamps	No	AWR
2.	Holder for Sheet Detector	No	AWR
3.	MK-2P-AC 24V Relay	No	AWR
4.	MK-2P-AC 200V Relay	No	AWR
5.	61F-11-Sih Relay	No	AWR
6.	Impression Solenoid Switch	No	AWR
7.	Impression Coil Complete Assy	No	AWR
8.	Transfer Cylinder Grippers	No	AWR
	STAHLFOLDER (NO RF82)		
9.	Toothed Belt 203-473-13-00	No	AWR
10.	Transport Tape FH 1075231/01A	No	AWR
11.	Transport Tape FH 1075251/01A	No	AWR
12.	Transport Tape FH 1075171/01A	No	AWR
13.	Transport Tape FH 1075261/02A	No	AWR
14.	Transport Tape 220-037-14-00	No	AWR
15.	Transport Tape FH-1075251/02A	No	AWR
16.	Grooved Ball Bearing 6200 POM (235-125-01-00)	No	AWR
17.	Blower	No	AWR
18.	Roller Lever – 239-753-BG-01	No	AWR
19.	Idler Roller – 243-281-01-00	No	AWR
20.	Pulse Generator	No	AWR
21.	Collar 206-991-01-00	No	AWR
22.	Gear Part No. 245-954-01-00	No	AWR

23.	Link APS	No	AWR
24.	Transport Band Pt No. 220-037-29-00	No	AWR
25.	Sensor APS	No	AWR
26.	Toothed Belt FH 1073101/111/121/131	No	AWR
MORGANA NUMBERING (FSN 60030)			
27.	Numbering Heads	No	AWR
28.	Inking Rollers	No	AWR
29.	Skip Change Over Wheels 2 Skip	No	AWR
30.	Skip Change Over Wheels 3 Skip	No	AWR
31.	Skip Change Over Wheels 4 Skip	No	AWR
32.	Skip Change Over Wheels 8 Skip	No	AWR
33.	Finger Cams	No	AWR
34.	Change Over Numbering Rings	No	AWR
35.	Perforating Wheels	No	AWR
36.	Ink Pad Roll	No	AWR
37.	Paper Smoother	No	AWR
38.	Double sided Timing belt	No	AWR
39.	Round inking belt drive	No	AWR
40.	Pre- inked rollers	No	AWR
SUPERCASTER (SNO 2510)			
41.	Thermostat Part No. L11	No	AWR
42.	Plunger Part No. B4IKO1201743	No	AWR
43.	Piston Regular Part No. 28KCI-3080	No	AWR
44.	Piston Punch Return Part No. A28K3-3058	No	AWR
45.	Piston Reverse Part No. 28KC5-6256	No	AWR
46.	Thermo Starter Meter	No	AWR
47.	Mercury Switch	No	AWR
48.	Piston Packing A29KB3-11376	No	AWR
49.	Piston Packing 22KCIK-4133	No	AWR
50.	Mouth Cap 42EM U7529	No	AWR

51.	Mouth Piece 30EM U8830	No	AWR
	MONO KEYBOARD (SERIAL NO 31945)		
52.	Paper Feed Piston Link 4KC12390	No	AWR
53.	Reverse Valve 36KCI-2334	No	AWR
54.	Paper Feed Valve 10KCI-2334	No	AWR
55.	Valve Bank For Standard Keyboard H4IK CIK-4796	No	AWR
	INTERTYPE (MODEL CAND V)		AWR
56.	Ejector Blades 30EMU-10	No	AWR
57.	Matrix Delivery Belt T4816	No	AWR
58.	Matrix Delivery Shaft And Pinion TI819	No	AWR
59.	Star Wheel T61	No	AWR
60.	Pot control thermostat	No	AWR
61.	Mouthpiece control thermostat	No	AWR
62.	Pot Element 58V Long LI9V55	No	AWR
63.	Keyboard Cum Rubber Roller 260IHX	No	AWR
64.	Knife Wipers 2034	No	AWR
65.	Mercury Switch	No	AWR
	VICKERS HEAVY DUTY STITCHER(BK.685)		
66.	Clincher Part No BK 316	Set	AWR
67.	Clincher Part No BK 318	Set	AWR
68.	Spindle For Loop Bar BK 152	No	AWR
69.	Load Spring For Cone BK 151	No	AWR
70.	Cone for Loop Bar 150 QNT	No	AWR
71.	Driver BK 288 & BK 187	No	AWR
72.	Former BK 289 & BK 191	No	AWR
73.	Clutch Spring SY 524	No	AWR
74.	Cutting Block Assembly BK-199,198,237	No	AWR
	GUILLOTINE SENATOR		

75.	Air solenoid	No	AWR
76.	Proximity Switch Bi 2KII An 555.5	No	AWR
77.	Encoder Complete Assembly ROD 420/600 Pulses	No	AWR
78.	Limit Switch AT-12-12i	No	AWR
79.	Guillotine Knives size 1350x144x9.95mm	No	AWR
80.	Guillotine Knives for Polar Machine 115	No	AWR
81.	Guillotine Knives for K8D	No	AWR
82.	Power Supply PCB M20-4010 MI CN	No	AWR
83.	Memory Interface M20-4010 MI	No	AWR
84.	Cut Computer M20-5010 SC	No	AWR
85.	Pulse Transmitter And Counter (M20-4040)	No	AWR
86.	Star-delta switch	No	AWR
87.	Power Supply M20-6020 LN	No	AWR
88.	Power Electronic M20-6010 LE	No	AWR
89.	Micro switch Part No. 0908.0101	No	AWR
90.	Clamp solenoid 45016 03 DO 1 42V	No	AWR
91.	Safety Relay Par No. 105A 220F 24V	No	AWR
92.	Solenoid 41011-07 E2167 42V	No	AWR
93.	Digital Display	No	AWR
94.	Book Sensor	No	AWR
95.	Cover Sensor	No	AWR
96.	Cover Feed Vacuum Valve	No	AWR
97.	Compressor 1.85kw Part No 00500.7277	No	AWR
98.	Relay C301.04/24v Dc No 00563114	No	AWR
99.	Limit Switches	No	AWR
100.	Spine Cutter	No	AWR
101.	Central Processing Unit	No	AWR
102.	Perspex Guards	No	AWR
103.	Pulse encoder	No	AWR
	MILLER TP 36		
104.	Feeder Pile Detector Part No NT 12 (WEKO)	No	AWR

105.	Feeder Pile Detector Part No. CTK 03 (WEKO)	No	AWR
106.	Delivery Gripper Assembly Part No 850:64:01	No	AWR
107.	Ink Wash-Up Blade 850:38:1	No	AWR
108.	Cylinder Worm Gear Part No 850:17:23 (Complete Assy)	No	AWR
109.	Damper Roller Driving Motor LH Or RH	No	AWR
110.	Reflection Light detector Part No 7316 Complete Assy	No	AWR
111.	Contactactor Coil Part No. WL 125HI/35	No	AWR
112.	Contactactor Coil Part No. 820:75:04 (Complete Assy)	No	AWR
113.	Contactactor Coil Part No 860:75:25	No	AWR
114.	Delivery Pile Motor	No	AWR
115.	Delivery Control Micro Switch	No	AWR
116.	Perfecting Gripper Spring No 890:09:67	No	AWR
117.	Micro Switch Guard P/No 1653	No	AWR
118.	Delivery Pile Limit Switch 1659-1656	No	AWR
119.	Delivery Pile Limit Sensor	No	AWR
120.	Segment Gear	No	AWR
121.	Side Guard Hinges	No	AWR
122.	Feeder Unit Photo Sensors	No	AWR
123.	Eccentric Cam Follower Part No. 850:09:29	No	AWR
124.	Delivery Chain Cam Follower No. 890:64:29	No	AWR
125.	Delivery Chain Cam Follower No. 850:64:6	No	AWR
126.	Cam Follower (CCF 1.555 MC-GILL)	No	AWR
127.	Cam Follower (CCF 5/8s MC-GILL)	No	AWR
128.	Cam Follower Part No. 850:09:33	No	AWR
129.	Torsion Bar Part No. 850:64:28	No	AWR
130.	Pivot Shaft Part No. 860:09:10	No	AWR
131.	Main Drive Helical Gear Complete Assy	No	AWR
132.	Delivery Gripper Pads 850:64:20	No	AWR

133.	Single Roller Chain DIN8187 Part No. 860:09:27	No	AWR
134.	Gear Sector Lever Part No. 850:09:25	No	AWR
135.	Eccentric Cam follower Part No. 850:09:35	No	AWR
136.	Gripper Shaft (Two Colour) Part No. 850:09:15	No	AWR
137.	Gripper Shaft (Perfecting) Part No. 850:09:16	No	AWR
138.	Main Motor PLC Drive	No	AWR
139.	Compressor Assy	No	AWR
140.	Knife Controller PCB	No	AWR
141.	Main Controller Card PCB	No	AWR
142.	Control Relays APS	No	AWR
143.	Transformer Step Down 240V-24V	No	AWR
144.	Transformer 12V	No	AWR
	MILLER TP 38		
145.	Torsion Bar Part No. 860:05:17	No	AWR
146.	Main Drive Helical Gear Complete Assy	No	AWR
147.	Delivery Sensors (Double Sheet)	No	AWR
148.	Delivery Pile Up / Down Switch	No	AWR
149.	Perfecting Gripper CPL Part No. 890:09:26:0	No	AWR
150.	Gripper Rod Part No. 890:09:66:1	No	AWR
151.	Gripper Chain Part No. 890:09:68:1	No	AWR
152.	Damper Roller Driver	No	AWR
153.	Set of Perfecting Gripper Bar	Set	AWR
154.	Main Motor Brake Disc	No	AWR
155.	Pilot Motor Complete	No	AWR
156.	Cylinder jacket	No	AWR
157.	Main Motor PLC Drive	No	AWR

158.	Delivery fan	No	AWR
	TIMSON WEB FED MACHINE MKI –ROTARY 1, MKII – MACHINE 27, AND MKIII – WUN-UP MACHINE		
159.	Timer Relay Delay ON	No	AWR
160.	Timer Relay Delay OFF	No	AWR
161.	546 20 HP, 38.5A, 15kw SSD Drive	No	AWR
162.	FAZG10 1 Pole MCB	No	AWR
163.	FAZG16 1 Pole MCB	No	AWR
164.	3vu 1300-Imj00 4A Breaker	No	AWR
165.	3vu 1300-1300 Imk00 6A Breaker	No	AWR
166.	SC 210 /220/0.5S Timer	No	AWR
167.	SA 205/220/3-60S Timer	No	AWR
168.	MY4 US 48V A.C Relay	No	AWR
169.	20VA Transformer 207-144	No	AWR
170.	24V D.C Solenoid	No	AWR
171.	MR 250 Speed Controller	No	AWR
172.	Perforation Wheels Nos SL 1015	No	AWR
173.	Slitter disks MK I, II & III	No	AWR
174.	Sheet Knives MK I, II & III (APS)	No	AWR
175.	Perforating blades MK I APS	No	AWR
176.	24” Cam numbering cylinder APS	No	AWR
177.	Reel detector APS	No	AWR
178.	Compressor assy	No	AWR
179.	Conveyor belts	No	AWR
180.	Slit shafts	No	AWR
181.	Forwarding wheels	No	AWR
182.	Numbering Boxes	No	AWR

183.	Delivery Tapes- MKI -Width ¾ inch	No	AWR
184.	Perforating Disks (MKI)	No	AWR
185.	Perforating Disks (MKII/III)	No	AWR
186.	Metal Ruler – 1ft	No	AWR
187.	Metal Ruler – 1metre	No	AWR
188.	Bearings - (MKI, II&III) APS	No	AWR
189.	Cutting Knives - (MKI, II&III) APS	No	AWR
190.	Delivery Tapes-MKII	No	AWR
191.	Delivery Belts – MKII/III – Width 17inch	No	AWR
	Forklift Spares Parts		
192.	Oil filter	No	AWR
193.	Fuel filter	No	AWR
194.	Air cleaner	No	AWR
195.	Fuel strainer	No	AWR
196.	Hydraulic filter	No	AWR
197.	Transmission filter	No	AWR
198.	Tilting cylinder	No	AWR
199.	Kit steering cylinder	No	AWR
200.	Brake master cylinder	No	AWR
201.	Diesel lift pump	No	AWR
202.	Transmission oil	Litre	AWR
203.	Differential oil	Litre	AWR
204.	Brake fluid (500)	No	AWR
	Hydrovane Compressors Parts		
205.	Oil separators	No	AWR
206.	Air filter	No	AWR

207.	Oil filter	No	AWR
208.	Oil for rotary screw compressors	No	AWR
209.	Oil seals assorted	No	AWR
	OILS AND LUBRICANTS		
210.	Gear Oil SAE 140 (GL3)	Litre	AWR
211.	Gear Oil SAE 90 (GL4)	Litre	AWR
212.	Petrol Engine Oil SE SF	Litre	AWR
213.	Diesel Engine Oil SE 40 CD SF	Litre	AWR
214.	Kerosene	Litre	AWR
215.	Petrol	Litre	AWR
216.	Hydraulic Oil SAE 37	Litre	AWR
217.	Hydraulic Oil SAE 68	Litre	AWR
218.	Mould Oil No. 1	Litre	AWR
219.	Grease (15kg)	Container	AWR
220.	Soluble Oil for Cutting	Litre	AWR
221.	Compressor Oil SAE 40/150	Litre	AWR
222.	Machine Oil SAE 100	Litre	AWR
223.	Industrial Oil Omalla S 2 GI50	Litre	AWR
224.	Self-lubricating grease in 150cm ³ package	No	AWR
225.	Compressor Oil for Rotary Screw	Litres	AWR
226.	Filtration Kit for hydro vane Compressor V05ACE07 – 4035D400	No	AWR
	MILLER TP 74		
227.	Circulating Pump complete 0.25KW. depth of immersion 216mm	No	AWR
228.	Torsion Bar Pt. No. 720-64-14	No	AWR
229.	Solenoid coil (APS)	No	AWR
230.	Roller Pt. No. 720:39:11	No	AWR
231.	Double Sheet detector (WEKO)	No	AWR

232.	Gear Segment Pt. No. 750-09-45	No	AWR
233.	Gripper Pt. No. 720-64-15	No	AWR
234.	Torsion Bar Pt. No. 720:05:01	No	AWR
235.	Torsion Spring Pt. No. 720:35:33	No	AWR
236.	Wash-Up Blade Pt. No. 720:38:01	No	AWR
237.	V-Belt Pt. No. 720:61:13	No	AWR
238.	Fork Lever Pt. No. 750:62:08	No	AWR
239.	Delivery Chain Pt. No. 750:62:07	No	AWR
240.	Eccentric Cam Follower 850:09:29	No	AWR
241.	Cam Follower 1½" S (Mc-Gill) 750:06	No	AWR
242.	Amplifier Pt. No. 7578 (WEKO) Complete With Primary, Secondary And Supply Cable Part.	No	AWR
243.	Program Disc Pt. No. 14185 (WEKO) 750:08	No	AWR
244.	Electrical Pneumatic Valve Pt. No. 750:15	No	AWR
245.	Signal Convertor Pt. No. 750L75 (WEKO)	No	AWR
246.	Reflection Light Scanner Pt. No. 750:75	No	AWR
247.	Micro Switch Pt. No. 751:68	No	AWR
248.	Motor Protection Switch Pt. No. 759:70	No	AWR
249.	Dampening Motor Pt. No. 751:47	No	AWR
	RYOBI 522 OFF-SET		
250.	Motor Normal Relay	No	AWR
251.	Motor Reverse Relay	No	AWR
252.	Motor Jogging Relay	No	AWR
253.	Motor Brake Relay	No	AWR
254.	Slewed Paper Detector	No	AWR
255.	Double Sheet Detector	No	AWR
256.	Timing Switch	No	AWR
257.	Blanket Cylinder ON Relay	No	AWR
258.	First Unit Water Forme Roller Relay	No	AWR

259.	First Unit Ink Forme Roller	No	AWR
260.	Height Control Foot Switch	No	AWR
261.	Delivery Table Lower Sensor	No	AWR
262.	CPU Board (Without P-ROM) Pt. No. 533061 641-1	No	AWR
263.	CPU Board (With P-ROM) Pt. No. 552261 640-3	No	AWR
264.	Sheet Controller Pt. No. 552261 644	No	AWR
265.	Sheet Controller ryobi 522	No	AWR
266.	Vacuum Timing Board Pt. No. 552361612	No	AWR
267.	Transformer YT 25140B-56	No	AWR
268.	Feed Table Elevating Lowering Switch	No	AWR
269.	Delivery Jam Detector	No	AWR
270.	Programmable logic controller	No	AWR
271.	Motor 5.5kw,1455RPM, 3phase,415V	No	AWR
272.	Single phase 250v AC 13.8AMPS,1400RPM,3HP 2.2KW (capacitor start and capacitor RM motor)	No	AWR
273.	Single phase 250VAC 5.0 Amphora's Speed-980RPM(Capacitor start)	No	AWR
274.	Coil contactor 35A, 240 v	No	AWR
275.	Off Delay timers	No	AWR
276.	Photo sensor 10-30VDC	No	AWR
277.	Socket switches	No	AWR
278.	Proximity sensor	No	AWR
279.	Hoist Motor 0.1Kw Pt. No. 97062	No	AWR
280.	Main Motor 5.5Kw Pt. No. 97061	No	AWR
281.	Electrostatic Eliminator Body 200v Pt. No. 98-191	No	AWR
282.	Supplementary Contact A. B. A Pt. No. 97-216	No	AWR
	HYDROMAT/ATLAS (NO. SL11M-900)		
283.	Book Timer	Set	AWR
284.	Main Actuating Cylinder	No	AWR
285.	Clamp Limit Switch	No	AWR
286.	Safety End Switches	No	AWR
287.	Trimmer knives	Set	AWR
	MILLER TP 94		

288.	Impression spring Pt. No. 460:03:3	No	AWR
289.	Impression spring Pt. No. 460:03:35	No	AWR
290.	Reinforcement switch No. 7526 (WEKO) Pt. No. 460:75:52	No	AWR
291.	Angle transmission TP 94 No.201050 (WEKO) pt, No. 460:75:62	No	AWR
292.	Equipment control Pt. No. 201140 (WEKO) Pt. No. 460:75:53	No	AWR
293.	Supply cable part 8 No. 0573 (WEKO) Pt. No. 460:75:59	No	AWR
294.	Clamping Bar Part No. 460.04.07	No	AWR
295.	Cylinder gear part No. 460.05.03	No	AWR
296.	Gripper shaft part No. 460	No	AWR
297.	Torsion bar Part No. 460.05.07	No	AWR
298.	Transfer cylinder gear Part No. 460.09.02	No	AWR
299.	Transfer cylinder gear part No. 460.09.03 (Unit 1)	No	AWR
300.	Shaft two colour part No. 460.09.13	No	AWR
301.	Shaft perfecting part No. 460.09.14	No	AWR
302.	Gripper shaft (perfecting) part No. 460.09.21	No	AWR
303.	Gear segment Part No. 460.15.03	No	AWR
304.	Gripper cam part No. 460.18.04	No	AWR
305.	Gripper cam perfecting Part No. 460.19.16	No	AWR
306.	Gripper cam two colour Part No. 460.19.17	No	AWR
307.	Worm Gear Part No. 759.17.06	No	AWR
308.	Gripper CPL Part No. 820.05.11	No	AWR
309.	Gripper bar Part No. 820.64.01	No	AWR
310.	Intermediate Gear Par No. 850.64.01	No	AWR
311.	Electronics module (colour) Part No. 989.92.60	No	AWR
312.	Solenoid (110v) Pt. No. 460:75:13	No	AWR
313.	Fork lever Pt. No. 980:19:13	No	AWR
314.	Main circuit breaker	No	AWR
315.	On – Delay relay	No	AWR
316.	Contactors 240v, 50Hz	No	AWR
317.	Hydro vane compressors	No	AWR
318.	Variable frequency drives / PLC	No	AWR

319.	Pneumatic piston	No	AWR
	HEIDELBERG, KSBA, SBB AND PLATEN		
320.	Gripper, Complete Pt. No. T-1304F	No	AWR
321.	Connecting Link Pt. No. T-1314	No	AWR
322.	Pawl For Ratchet Wheel With Bolt Pt. No. T-0848F	No	AWR
323.	Ratchet Wheel For 0801 Pt. No. T-0805	No	AWR
324.	Clutch Ring Pt. No. T-0403	No	AWR
325.	Rubber Tube Pt. No. T-1634	No	AWR
326.	Rubber Tube Pt. No. T-1818	No	AWR
327.	Main Motor Pulley	No	AWR
328.	Reverse Main Contactor/Forward Main Contactor	No	AWR
329.	Pencil Element	No	AWR
330.	Temperature Controller Pot	No	AWR
331.	Fan belt (APS)	No	AWR
	CITILINE		
332.	PLC power supply (part no.NE081/232	No	AWR
333.	Photo sensor for paper gap NE062/055	No	AWR
334.	Encoder NE066/081	No	AWR
335.	Filter for Ink drive	No	AWR
336.	Oil pressure switch NE074/001	No	AWR
337.	Counting sensor NE062/065	No	AWR
338.	Filter for damp drive NE038/446	No	AWR
339.	Inverter with the control units	No	AWR
340.	Filter for drive NE031/165	No	AWR
341.	Cutting Knife – D 965E33071.1/3	No	AWR
342.	Cam follower – L 560.03-3670.1/4	No	AWR
343.	Pneumatic Cylinder – L 560.02-570610/4	No	AWR

344.	Needle Pins - APS	No	AWR
345.	Folding Blade - APS	No	AWR
346.	Cutting Rubber - APS	No	AWR
347.	Washing Blade - APS	No	AWR
348.	Damp Motor – NE038/282	No	AWR
349.	Triac Card for registration – NE038/746	No	AWR
350.	Multi sheet sensor – NE007.036.083	No	AWR
351.	Mono Block Bridge Rectifier – NE 061/012	No	AWR
352.	Braking Pads (APS)	No	AWR
	OTHERS COMMON USER ITEMS		
353.	Tyres Size 195/70/R15	No	AWR
354.	Tyres Size 195/65/R15	No	AWR
355.	Tyres Size 215/65/R16	No	AWR
356.	Solid Tyres Size 27x10-12 8.00 Front	No	AWR
357.	Solid Tyres Size 6.50-10 Rear	No	AWR
358.	Carbon Blades (APS)	No	AWR
359.	Solenoid Coils 230 Volts AC	No	AWR
360.	Tool Box Complete	No	AWR
361.	Armoured Cable 6.0mm 3 Core	Meter	AWR
362.	Clamp Meter	No	AWR
363.	Digital Calliper	No	AWR
364.	Air Hose Pipe 14 Bar	Meter	AWR
365.	Needle Bearings 1516	No	AWR
366.	Bearing 1201 Centred	No	AWR
367.	Bearing 6201RS	No	AWR
368.	Bearing 6202RS	No	AWR

369.	Bearing 6203RS	No	AWR
370.	Bearing 688zz	No	AWR
371.	Bearing 6001	No	AWR
372.	Bearing 6002	No	AWR
373.	Bearing 6003	No	AWR
374.	Bearing 69003RS	No	AWR
375.	Brass Rod	Kg	AWR
376.	Bronze Rod	Kg	AWR
377.	Iron Rod	Kg	AWR
378.	Stainless Steel Rod	Kg	AWR
379.	Cast Iron Rod	Kg	AWR
380.	Fluorescent Fittings - 5ft Single	No	AWR
381.	Fluorescent Fittings - 5ft Twin	No	AWR
382.	Fluorescent Fittings - 4ft Single	No	AWR
383.	Fluorescent Fittings - 4ft Twin	No	AWR
384.	Fluorescent Fittings - 2ft Single	No	AWR
385.	Fluorescent Fittings - 2ft Twin	No	AWR
386.	Fluorescent Tubes, - 5ft	No	AWR
387.	Fluorescent Tubes - 4ft	No	AWR
388.	Fluorescent Tubes - 2ft	No	AWR
389.	LED Tubes - 5ft	No	AWR
390.	LED Tubes - 4ft	No	AWR
391.	LED Tubes - 2ft	No	AWR
392.	Insulating Tapes Big -Aps	No	AWR
393.	Double Socket Outlet Metal	No	AWR
394.	Single Socket Outlet Metal	No	AWR

395.	2.5mm Cables Twin With Earth	Roll	AWR
396.	2.5mm Cables Single	Roll	AWR
397.	1.5mm Cable Single	Roll	AWR
398.	1 Gang Switch Metal	No	AWR
399.	2 Gang Switch Metal	No	AWR
400.	3 Gang Switch Metal	No	AWR
401.	Extension Cables/Cord - 3way	No	AWR
402.	Extension Cables/Cord - 4way	No	AWR
403.	Extension Cables/Cord - 6way	No	AWR
404.	Hand Numbering Machine 8 digit	No	AWR
405.	Hand Numbering Machine 10 digit	No	AWR
406.	Tool Box Aps	No	AWR
407.	Padlock size ½ Viro or its equivalent	No	AWR
408.	Padlocks; Cylindrical Padlock Viro or its equivalent	No.	AWR
409.	Power Drill	No	AWR
410.	Drill Bits-Assorted/Different Sizes	No	AWR
411.	Taps- Assorted/Different Sizes	No	AWR
412.	Timer Switches	No	AWR
413.	Halogen Lamps Screw Type APS	No	AWR
414.	Armoured Cable 3 Core, 10mm ²	No	AWR
415.	Hacksaw	No	AWR
416.	Hacksaw Blades	No	AWR
417.	Super Glue 50ml	No	AWR
418.	CONTA GLUE – 250ml	No	AWR
419.	Insulating Tapes - APS	No	AWR
420.	Batteries N70	No	AWR
421.	Batteries N 90	No	AWR

422.	Batteries NS 40	No	AWR
423.	Tyres 195/65R15,	No	AWR
424.	Tyres 265/65r17	No	AWR
425.	Tyres 215/65R16,	No	AWR
426.	Tyres 265/70R16	No	AWR
427.	4mm 5core Cable	Roll	AWR
428.	6.Mm 5core Cable	Roll	AWR
429.	Welding Rods Cast Ion	Kg	AWR
430.	Welding Rods stainless steel	Kg	AWR
431.	Welding Rods mild steel	Kg	AWR
432.	Epoxy Adhesive	No	AWR
433.	Cutting Disc	No	AWR
434.	Grinding Disc	No	AWR
435.	Industrial Socket 4 Pin	No	AWR
436.	Industrial Socket 3 Pin	No	AWR
437.	Pedal Switch	No	AWR
438.	A 72 Belt	No	AWR
439.	Top Plugs 250v 13amp	No	AWR
440.	Union Lock 5lever	No	AWR
441.	Rj 45 Connectors	No	AWR
442.	Cat 6 Coaxial Cable	Roll	AWR
443.	Pneumatic Pipe 12mm	No	AWR
444.	Pneumatic Pipe 10mm	No	AWR
445.	Pneumatic Pipe 8mm	No	AWR
446.	Pneumatic Pipe 6mm	No	AWR
447.	Pneumatic Pipe 4mm	No	AWR

448.	Pneumatic Pressure Connector 12mm	No	AWR
449.	Pneumatic Pressure Connector 10mm	No	AWR
450.	Pneumatic Pressure Connector 8mm	No	AWR
451.	Pneumatic Pressure Connector 6mm	No	AWR
452.	Pneumatic Pressure Connector 6mm	No	AWR
453.	Batteries Double AA	Pair	AWR
454.	Batteries Triple AAA	Pair	AWR
455.	Battery 9Volts	No	AWR
456.	Digital Timer	No	AWR
457.	Compressor Auto Switch	No	AWR
458.	Circuit Breakers 5A	No	AWR
459.	Circuit Breakers 10A	No	AWR
460.	Circuit Breakers 15A	No	AWR
461.	Circuit Breakers 30A	No	AWR
462.	Isolator Switch 32A	No	AWR
463.	Isolator Switch 63A	No	AWR
464.	Isolator Switch 100A	No	AWR
465.	Chain Links	No	AWR
466.	Grease Gun	No	AWR
467.	Digital Vanier Calliper	No	AWR
468.	Vanier Calliper	No	AWR
469.	Soldering Gun 30w	No	AWR
470.	Soldering Wire 0.7mm	No	AWR
471.	Helical Gears	No	AWR
472.	Oil Cans	No	AWR
473.	Circlips	No	AWR
474.	Cable Ties 150*5	Pkt	AWR
475.	Carbon Brush	No	AWR
476.	Carbon Blades	No	AWR

477.	Allen Screws 12mm	No	AWR
478.	Allen Screws 10mm	No	AWR
479.	Allen Screws 8 Mm	No	AWR
480.	Allen Screws 6mm	No	AWR
481.	Allen Screws 5mm	No	AWR
482.	Allen Screws 4mm	No	AWR
483.	Allen Screws 3mm	No	AWR
484.	Bolts and Nuts 12mm	No	AWR
485.	Bolts and Nuts 10mm	No	AWR
486.	Bolts and Nuts 8 Mm	No	AWR
487.	Bolts and Nuts 6mm	No	AWR
488.	Bolts and Nuts 5mm	No	AWR
489.	Bolts and Nuts 4mm	No	AWR
490.	Bolts and Nuts 3mm	No	AWR
491.	Grub Screws 6mm	No	AWR
492.	Grub Screws 5mm	No	AWR
493.	Grub Screws 4mm	No	AWR
494.	Grub Screws 3mm	No	AWR
495.	Grub Screws 2mm	No	AWR
496.	Wheel barrow	No	AWR
497.	Hosepipe ½ roll	No	AWR
498.	Siphon	No	AWR
499.	Drawer locks	No	AWR
500.	Panga Standard	No	AWR
501.	Jembe/Hoe	No	AWR
502.	Slasher	No	AWR
503.	Ball valves 1''	No	AWR
504.	Ball valves ¾''	No	AWR
505.	Ball valves 2''	No	AWR

506.	Gate valves ½’’	No	AWR
507.	Gate valves 1’’	No	AWR
508.	Gate valves ¾’’	No	AWR
509.	Gate valves 2’’	No	AWR
510.	Waste pipe 1’’	No	AWR
511.	Waste pipe ¾’’	No	AWR
512.	Waste pipe 2’’	No	AWR
513.	Cistern high lever	No	AWR
514.	Cistern low lever	No	AWR
515.	PPR pipes ½’’	No	AWR
516.	PPR pipes 1’’	No	AWR
517.	PPR pipes ¾’’	No	AWR
518.	PPR tee ½’’	No	AWR
519.	PPR tee 1’’	No	AWR
520.	PPR tee ¾’’	No	AWR
521.	PPR socket male ½’’	No	AWR
522.	PPR socket male 1’’	No	AWR
523.	PPR socket male ¾’’	No	AWR
524.	PPR socket female 1’’	No	AWR
525.	PPR socket female ¾’’	No	AWR
526.	PPR socket female ½’’	No	AWR
527.	Union PPR male 1’’	No	AWR
528.	Union PPR male ¾’’	No	AWR
529.	Union PPR male ½’’	No	AWR
530.	Union PPR female ½’’	No	AWR
531.	Union PPR female 1’’	No	AWR

532.	Union PPR female ¾’’	No	AWR
533.	Elbow PPR ½’’	No	AWR
534.	Elbow PPR 1’’	No	AWR
535.	Elbow PPR ¾’’	No	AWR
536.	Wood glue	No	AWR
537.	Mattock	No	AWR
538.	Silicon	No	AWR
539.	Tangit glue 500ml	No	AWR
540. t	Thread tapes	No	AWR
541.	Flash Doors standard	No	AWR
542.	Nails 1’’	Kg	AWR
543.	Nails 2’’	Kg	AWR
544.	Nails 3’’	Kg	AWR
545.	Nails 4’’	Kg	AWR
546.	Steel Nails 1’’	Kg	AWR
547.	Steel Nails 2’’	Kg	AWR
548.	Hinges	No	AWR
549.	USB 2.0 DB9 to RJ45 RS232 Serial Console Router Blue Cable F	No	AWR
550.	Universal Professional Network Cable Tester (RJ45/RJ11 LAN Cable Tester, Wire Tracker, Line Finder)	No	AWR
551.	5mW VFL TC-321 Visual Fault Locator & Pen-Type Visual Fault Finder	No	AWR
552.	CAT-6 Pure Copper Ethernet Cable	No	AWR
553.	Rj45 pass through	No	AWR
554.	3.5’’ hard disk reader	No	AWR
555.	SSD hard disk reader	No	AWR
556.	20 Meter HDMI cable	No	AWR
557.	USB extender	No	AWR

558.	Wireless Keyboard and Mouse	No	AWR
559.	Mini USB Microphone	No	AWR
560.	Myth co Repair Tool Kit 122 In 1 Precision Screwdriver Set	No	AWR
561.	300 mm Hacksaw Frame, 24 TPI	No	AWR
562.	Portable Claw Hammer	No	AWR
563.	Double sided tape	No	AWR
564.	Cisco 24 switch FS200	No	AWR
565.	Fiber to Ethernet converter	No	AWR
566.	Network attached storage	No	AWR
567.	Flushrenic Floor Cord Cover, Self-Adhesive Cord Hider Floor Cable Management Power Cord	No	AWR
568.	Network attachment storage	No	AWR
569.	Server (Core i9, 64GB RAM, 4TB scalable storage)	No	AWR
570.	Variable resistor VDE 0552 for Radus 360	No	AWR

Name of Tenderer.....

Signature of tenderer.....

Date.....

SECTION VI: PRICE SCHEDULE - SUPPLY AND DELIVERY OF SPARE PARTS FOR PRINTING EQUIPMENT, PLANT AND OTHER MACHINES

Name of tenderer _____

Tender Number _____ Page _____ of _____

S/No	DESCRIPTION	UNIT OF ISSUE	QUANTITY	Unit Price Inclusive of 16% VAT and 0.03% Capacity Levy
	FUJI 16			
1.	Sheet Detector Lamps	No	AWR	
2.	Holder for Sheet Detector	No	AWR	
3.	MK-2P-AC 24V Relay	No	AWR	
4.	MK-2P-AC 200V Relay	No	AWR	
5.	61F-11-Sih Relay	No	AWR	
6.	Impression Solenoid Switch	No	AWR	
7.	Impression Coil Complete Assy	No	AWR	
8.	Transfer Cylinder Grippers	No	AWR	
	STAHLFOLDER (NO RF82)			
9.	Toothed Belt 203-473-13-00	No	AWR	
10.	Transport Tape FH 1075231/01A	No	AWR	
11.	Transport Tape FH 1075251/01A	No	AWR	
12.	Transport Tape FH 1075171/01A	No	AWR	
13.	Transport Tape FH 1075261/02A	No	AWR	
14.	Transport Tape 220-037-14-00	No	AWR	
15.	Transport Tape FH-1075251/02A	No	AWR	
16.	Grooved Ball Bearing 6200 POM (235-125-01-00)	No	AWR	
17.	Blower	No	AWR	
18.	Roller Lever – 239-753-BG-01	No	AWR	
19.	Idler Roller – 243-281-01-00	No	AWR	
20.	Pulse Generator	No	AWR	
21.	Collar 206-991-01-00	No	AWR	
22.	Gear Part No. 245-954-01-00	No	AWR	

23.	Link APS	No	AWR	
24.	Transport Band Pt No. 220-037-29-00	No	AWR	
25.	Sensor APS	No	AWR	
26.	Toothed Belt FH 1073101/111/121/131	No	AWR	
	MORGANA NUMBERING (FSN 60030)			
27.	Numbering Heads	No	AWR	
28.	Inking Rollers	No	AWR	
29.	Skip Change Over Wheels 2 Skip	No	AWR	
30.	Skip Change Over Wheels 3 Skip	No	AWR	
31.	Skip Change Over Wheels 4 Skip	No	AWR	
32.	Skip Change Over Wheels 8 Skip	No	AWR	
33.	Finger Cams	No	AWR	
34.	Change Over Numbering Rings	No	AWR	
35.	Perforating Wheels	No	AWR	
36.	Ink Pad Roll	No	AWR	
37.	Paper Smoother	No	AWR	
38.	Double sided Timing belt	No	AWR	
39.	Round inking belt drive	No	AWR	
40.	Pre- inked rollers	No	AWR	
	SUPERCASTER (SNO 2510)			
41.	Thermostat Part No. L11	No	AWR	
42.	Plunger Part No. B4IKO1201743	No	AWR	
43.	Piston Regular Part No. 28KCI-3080	No	AWR	
44.	Piston Punch Return Part No. A28K3-3058	No	AWR	
45.	Piston Reverse Part No. 28KC5-6256	No	AWR	
46.	Thermo Starter Meter	No	AWR	
47.	Mercury Switch	No	AWR	
48.	Piston Packing A29KB3-11376	No	AWR	
49.	Piston Packing 22KCIK-4133	No	AWR	
50.	Mouth Cap 42EM U7529	No	AWR	

51.	Mouth Piece 30EM U8830	No	AWR	
	MONO KEYBOARD (SERIAL NO 31945)			
52.	Paper Feed Piston Link 4KC12390	No	AWR	
53.	Reverse Valve 36KCI-2334	No	AWR	
54.	Paper Feed Valve 10KCI-2334	No	AWR	
55.	Valve Bank For Standard Keyboard H4IK CIK-4796	No	AWR	
	INTERTYPE (MODEL CAND V)		AWR	
56.	Ejector Blades 30EMU-10	No	AWR	
57.	Matrix Delivery Belt T4816	No	AWR	
58.	Matrix Delivery Shaft and Pinion TI819	No	AWR	
59.	Star Wheel T61	No	AWR	
60.	Pot control thermostat	No	AWR	
61.	Mouthpiece control thermostat	No	AWR	
62.	Pot Element 58V Long LI9V55	No	AWR	
63.	Keyboard Cum Rubber Roller 260IHX	No	AWR	
64.	Knife Wipers 2034	No	AWR	
65.	Mercury Switch	No	AWR	
	VICKERS HEAVY DUTY STITCHER(BK.685)			
66.	Clincher Part No BK 316	Set	AWR	
67.	Clincher Part No BK 318	Set	AWR	
68.	Spindle for Loop Bar BK 152	No	AWR	
69.	Load Spring for Cone BK 151	No	AWR	
70.	Cone for Loop Bar 150 QNT	No	AWR	
71.	Driver BK 288 & BK 187	No	AWR	
72.	Former BK 289 & BK 191	No	AWR	
73.	Clutch Spring SY 524	No	AWR	
74.	Cutting Block Assembly BK-199 198 237	No	AWR	
	GUILLOTINE SENATOR			

75.	Air solenoid	No	AWR	
76.	Proximity Switch Bi 2KII An 555.5	No	AWR	
77.	Encoder Complete Assembly ROD 420/600 Pulses	No	AWR	
78.	Limit Switch AT-12-12i	No	AWR	
79.	Guillotine Knives size 1350x144x9.95mm	No	AWR	
80.	Guillotine Knives for Polar Machine 115	No	AWR	
81.	Guillotine Knives for K8D	No	AWR	
82.	Power Supply PCB M20-4010 MI CN	No	AWR	
83.	Memory Interface M20-4010 MI	No	AWR	
84.	Cut Computer M20-5010 SC	No	AWR	
85.	Pulse Transmitter and Counter (M20- 4040)	No	AWR	
86.	Star-delta switch	No	AWR	
87.	Power Supply M20-6020 LN	No	AWR	
88.	Power Electronic M20-6010 LE	No	AWR	
89.	Micro switch Part No. 0908.0101	No	AWR	
90.	Clamp solenoid 45016 03 DO 1 42V	No	AWR	
91.	Safety Relay Par No. 105A 220F 24V	No	AWR	
92.	Solenoid 41011-07 E2167 42V	No	AWR	
93.	Digital Display	No	AWR	
94.	Book Sensor	No	AWR	
95.	Cover Sensor	No	AWR	
96.	Cover Feed Vacuum Valve	No	AWR	
97.	Compressor 1.85kw Part No 00500.7277	No	AWR	
98.	Relay C301.04/24v Dc No 00563114	No	AWR	
99.	Limit Switches	No	AWR	
100.	Spine Cutter	No	AWR	
101.	Central Processing Unit	No	AWR	
102.	Perspex Guards	No	AWR	
103.	Pulse encoder	No	AWR	
	MILLER TP 36			
104.	Feeder Pile Detector Part No NT 12 (WEKO)	No	AWR	

105.	Feeder Pile Detector Part No. CTK 03 (WEKO)	No	AWR	
106.	Delivery Gripper Assembly Part No 850:64:01	No	AWR	
107.	Ink Wash-Up Blade 850:38:1	No	AWR	
108.	Cylinder Worm Gear Part No 850:17:23 (Complete Assy)	No	AWR	
109.	Damper Roller Driving Motor LH or RH	No	AWR	
110.	Reflection Light detector Part No 7316 Complete Assy	No	AWR	
111.	Contacto Coil Part No. WL 125HI/35	No	AWR	
112.	Contacto Coil Part No. 820:75:04 (Complete Assy)	No	AWR	
113.	Contacto Coil Part No 860:75:25	No	AWR	
114.	Delivery Pile Motor	No	AWR	
115.	Delivery Control Micro Switch	No	AWR	
116.	Perfecting Gripper Spring No 890:09:67	No	AWR	
117.	Micro Switch Guard P/No 1653	No	AWR	
118.	Delivery Pile Limit Switch 1659-1656	No	AWR	
119.	Delivery Pile Limit Sensor	No	AWR	
120.	Segment Gear	No	AWR	
121.	Side Guard Hinges	No	AWR	
122.	Feeder Unit Photo Sensors	No	AWR	
123.	Eccentric Cam Follower Part No. 850:09:29	No	AWR	
124.	Delivery Chain Cam Follower No. 890:64:29	No	AWR	
125.	Delivery Chain Cam Follower No. 850:64:6	No	AWR	
126.	Cam Follower (CCF 1.555 MC-GILL)	No	AWR	
127.	Cam Follower (CCF 5/8s MC-GILL)	No	AWR	
128.	Cam Follower Part No. 850:09:33	No	AWR	
129.	Torsion Bar Part No. 850:64:28	No	AWR	
130.	Pivot Shaft Part No. 860:09:10	No	AWR	
131.	Main Drive Helical Gear Complete Assy	No	AWR	
132.	Delivery Gripper Pads 850:64:20	No	AWR	

133.	Single Roller Chain DIN8187 Part No. 860:09:27	No	AWR	
134.	Gear Sector Lever Part No. 850:09:25	No	AWR	
135.	Eccentric Cam follower Part No. 850:09:35	No	AWR	
136.	Gripper Shaft (Two Colour) Part No. 850:09:15	No	AWR	
137.	Gripper Shaft (Perfecting) Part No. 850:09:16	No	AWR	
138.	Main Motor PLC Drive	No	AWR	
139.	Compressor Assy	No	AWR	
140.	Knife Controller PCB	No	AWR	
141.	Main Controller Card PCB	No	AWR	
142.	Control Relays APS	No	AWR	
143.	Transformer Step Down 240V-24V	No	AWR	
144.	Transformer 12V	No	AWR	
	MILLER TP 38			
145.	Torsion Bar Part No. 860:05:17	No	AWR	
146.	Main Drive Helical Gear Complete Assy	No	AWR	
147.	Delivery Sensors (Double Sheet)	No	AWR	
148.	Delivery Pile Up / Down Switch	No	AWR	
149.	Perfecting Gripper CPL Part No. 890:09:26:0	No	AWR	
150.	Gripper Rod Part No. 890:09:66:1	No	AWR	
151.	Gripper Chain Part No. 890:09:68:1	No	AWR	
152.	Damper Roller Driver	No	AWR	
153.	Set of Perfecting Gripper Bar	Set	AWR	
154.	Main Motor Brake Disc	No	AWR	
155.	Pilot Motor Complete	No	AWR	
156.	Cylinder jacket	No	AWR	
157.	Main Motor PLC Drive	No	AWR	

158.	Delivery fan	No	AWR	
	TIMSON WEB FED MACHINE MKI –ROTARY 1, MKII – MACHINE 27, AND MKIII – WUN- UP MACHINE			
159.	Timer Relay Delay ON	No	AWR	
160.	Timer Relay Delay OFF	No	AWR	
161.	546 20 HP, 38.5A, 15kw SSD Drive	No	AWR	
162.	FAZG10 1 Pole MCB	No	AWR	
163.	FAZG16 1 Pole MCB	No	AWR	
164.	3vu 1300-Imj00 4A Breaker	No	AWR	
165.	3vu 1300-1300 Imk00 6A Breaker	No	AWR	
166.	SC 210 /220/0.5S Timer	No	AWR	
167.	SA 205/220/3-60S Timer	No	AWR	
168.	MY4 US 48V A.C Relay	No	AWR	
169.	20VA Transformer 207-144	No	AWR	
170.	24V D.C Solenoid	No	AWR	
171.	MR 250 Speed Controller	No	AWR	
172.	Perforation Wheels Nos SL 1015	No	AWR	
173.	Slitter disks MK I, II & III	No	AWR	
174.	Sheet Knives MK I, II & III (APS)	No	AWR	
175.	Perforating blades MK I APS	No	AWR	
176.	24” Cam numbering cylinder APS	No	AWR	
177.	Reel detector APS	No	AWR	
178.	Compressor assy	No	AWR	
179.	Conveyor belts	No	AWR	
180.	Slit shafts	No	AWR	
181.	Forwarding wheels	No	AWR	
182.	Numbering Boxes	No	AWR	

183.	Delivery Tapes- MKI -Width ¾ inch	No	AWR	
184.	Perforating Disks (MKI)	No	AWR	
185.	Perforating Disks (MKII/III)	No	AWR	
186.	Metal Ruler – 1ft	No	AWR	
187.	Metal Ruler – 1metre	No	AWR	
188.	Bearings - (MKI, II&III) APS	No	AWR	
189.	Cutting Knives- (MK I, II&III) APS	No	AWR	
190.	Delivery Tapes-MKII	No	AWR	
191.	Delivery Belts – MKII/III – Width 17inch	No	AWR	
	Forklift Spares Parts			
192.	Oil filter	No	AWR	
193.	Fuel filter	No	AWR	
194.	Air cleaner	No	AWR	
195.	Fuel strainer	No	AWR	
196.	Hydraulic filter	No	AWR	
197.	Transmission filter	No	AWR	
198.	Tilting cylinder	No	AWR	
199.	Kit steering cylinder	No	AWR	
200.	Brake master cylinder	No	AWR	
201.	Diesel lift pump	No	AWR	
202.	Transmission oil	Litre	AWR	
203.	Differential oil	Litre	AWR	
204.	Brake fluid (500)	No	AWR	
	Hydrovane Compressors Parts			
205.	Oil separators	No	AWR	
206.	Air filter	No	AWR	

207.	Oil filter	No	AWR	
208.	Oil for rotary screw compressors	No	AWR	
209.	Oil seals assorted	No	AWR	
	OILS AND LUBRICANTS			
210.	Gear Oil SAE 140 (GL3)	Litre	AWR	
211.	Gear Oil SAE 90 (GL4)	Litre	AWR	
212.	Petrol Engine Oil SE SF	Litre	AWR	
213.	Diesel Engine Oil SE 40 CD SF	Litre	AWR	
214.	Kerosene	Litre	AWR	
215.	Petrol	Litre	AWR	
216.	Hydraulic Oil SAE 37	Litre	AWR	
217.	Hydraulic Oil SAE 68	Litre	AWR	
218.	Mould Oil No. 1	Litre	AWR	
219.	Grease (15kg)	Container	AWR	
220.	Soluble Oil for Cutting	Litre	AWR	
221.	Compressor Oil SAE 40/150	Litre	AWR	
222.	Machine Oil SAE 100	Litre	AWR	
223.	Industrial Oil Omalla S 2 GI50	Litre	AWR	
224.	Self-lubricating grease in 150cm ³ package	No	AWR	
225.	Compressor Oil for Rotary Screw	Litres	AWR	
226.	Filtration Kit for hydro vane Compressor V05ACE07 – 4035D400	No	AWR	
	MILLER TP 74			
227.	Circulating Pump complete 0.25KW. depth of immersion 216mm	No	AWR	
228.	Torsion Bar Pt. No. 720-64-14	No	AWR	
229.	Solenoid coil (APS)	No	AWR	
230.	Roller Pt. No. 720:39:11	No	AWR	
231.	Double Sheet detector (WEKO)	No	AWR	

232.	Gear Segment Pt. No. 750-09-45	No	AWR	
233.	Gripper Pt. No. 720-64-15	No	AWR	
234.	Torsion Bar Pt. No. 720:05:01	No	AWR	
235.	Torsion Spring Pt. No. 720:35:33	No	AWR	
236.	Wash-Up Blade Pt. No. 720:38:01	No	AWR	
237.	V-Belt Pt. No. 720:61:13	No	AWR	
238.	Fork Lever Pt. No. 750:62:08	No	AWR	
239.	Delivery Chain Pt. No. 750:62:07	No	AWR	
240.	Eccentric Cam Follower 850:09:29	No	AWR	
241.	Cam Follower 1½" S (Mc-Gill) 750:06	No	AWR	
242.	Amplifier Pt. No. 7578 (WEKO) Complete With Primary, Secondary And Supply Cable Part.	No	AWR	
243.	Program Disc Pt. No. 14185 (WEKO) 750:08	No	AWR	
244.	Electrical Pneumatic Valve Pt. No. 750:15	No	AWR	
245.	Signal Convertor Pt. No. 750L75 (WEKO)	No	AWR	
246.	Reflection Light Scanner Pt. No. 750:75	No	AWR	
247.	Micro Switch Pt. No. 751:68	No	AWR	
248.	Motor Protection Switch Pt. No. 759:70	No	AWR	
249.	Dampening Motor Pt. No. 751:47	No	AWR	
	RYOBI 522 OFF-SET			
250.	Motor Normal Relay	No	AWR	
251.	Motor Reverse Relay	No	AWR	
252.	Motor Jogging Relay	No	AWR	
253.	Motor Brake Relay	No	AWR	
254.	Slewed Paper Detector	No	AWR	
255.	Double Sheet Detector	No	AWR	
256.	Timing Switch	No	AWR	
257.	Blanket Cylinder ON Relay	No	AWR	

258.	First Unit Water Forme Roller Relay	No	AWR	
259.	First Unit Ink Forme Roller	No	AWR	
260.	Height Control Foot Switch	No	AWR	
261.	Delivery Table Lower Sensor	No	AWR	
262.	CPU Board (Without P-ROM) Pt. No. 533061 641-1	No	AWR	
263.	CPU Board (With P-ROM) Pt. No. 552261 640-3	No	AWR	
264.	Sheet Controller Pt. No. 552261 644	No	AWR	
265.	Sheet Controller ryobi 522	No	AWR	
266.	Vacuum Timing Board Pt. No. 552361612	No	AWR	
267.	Transformer YT 25140B-56	No	AWR	
268.	Feed Table Elevating Lowering Switch	No	AWR	
269.	Delivery Jam Detector	No	AWR	
270.	Programmable logic controller	No	AWR	
271.	Motor 5.5kw,1455RPM, 3phase,415V	No	AWR	
272.	Single phase 250v AC 13.8AMPS,1400RPM,3HP 2.2KW (capacitor start and capacitor RM motor)	No	AWR	
273.	Single phase 250VAC 5.0 Amphora's Speed-980 RPM (Capacitor start)	No	AWR	
274.	Coil contactor 35A, 240 v	No	AWR	
275.	Off Delay timers	No	AWR	
276.	Photo sensor 10-30VDC	No	AWR	
277.	Socket switches	No	AWR	
278.	Proximity sensor	No	AWR	
279.	Hoist Motor 0.1Kw Pt. No. 97062	No	AWR	
280.	Main Motor 5.5Kw Pt. No. 97061	No	AWR	
281.	Electrostatic Eliminator Body 200v Pt. No. 98-191	No	AWR	
282.	Supplementary Contact A. B. A Pt. No. 97-216	No	AWR	
	HYDROMAT/ATLAS (NO. SL11M-900)			
283.	Book Timer	Set	AWR	
284.	Main Actuating Cylinder	No	AWR	
285.	Clamp Limit Switch	No	AWR	
286.	Safety End Switches	No	AWR	
287.	Trimmer knives	Set	AWR	

	MILLER TP 94			
288.	Impression spring Pt. No. 460:03:3	No	AWR	
289.	Impression spring Pt. No. 460:03:35	No	AWR	
290.	Reinforcement switch No. 7526 (WEKO) Pt. No. 460:75:52	No	AWR	
291.	Angle transmission TP 94 No.201050 (WEKO) pt, No. 460:75:62	No	AWR	
292.	Equipment control Pt. No. 201140 (WEKO) Pt. No. 460:75:53	No	AWR	
293.	Supply cable part 8 No. 0573 (WEKO) Pt. No. 460:75:59	No	AWR	
294.	Clamping Bar Part No. 460.04.07	No	AWR	
295.	Cylinder gear part No. 460.05.03	No	AWR	
296.	Gripper shaft part No. 460	No	AWR	
297.	Torsion bar Part No. 460.05.07	No	AWR	
298.	Transfer cylinder gear Part No. 460.09.02	No	AWR	
299.	Transfer cylinder gear part No. 460.09.03 (Unit 1)	No	AWR	
300.	Shaft two colour part No. 460.09.13	No	AWR	
301.	Shaft perfecting part No. 460.09.14	No	AWR	
302.	Gripper shaft (perfecting) part No. 460.09.21	No	AWR	
303.	Gear segment Part No. 460.15.03	No	AWR	
304.	Gripper cam part No. 460.18.04	No	AWR	
305.	Gripper cam perfecting Part No. 460.19.16	No	AWR	
306.	Gripper cam two colour Part No. 460.19.17	No	AWR	
307.	Worm Gear Part No. 759.17.06	No	AWR	
308.	Gripper CPL Part No. 820.05.11	No	AWR	
309.	Gripper bar Part No. 820.64.01	No	AWR	
310.	Intermediate Gear Par No. 850.64.01	No	AWR	
311.	Electronics module (colour) Part No. 989.92.60	No	AWR	
312.	Solenoid (110v) Pt. No. 460:75:13	No	AWR	
313.	Fork lever Pt. No. 980:19:13	No	AWR	
314.	Main circuit breaker	No	AWR	
315.	On – Delay relay	No	AWR	
316.	Contactors 240v, 50Hz	No	AWR	
317.	Hydro vane compressors	No	AWR	

318.	Variable frequency drives / PLC	No	AWR	
319.	Pneumatic piston	No	AWR	
	HEIDELBERG, KSBA, SBB AND PLATEN			
320.	Gripper, Complete Pt. No. T-1304F	No	AWR	
321.	Connecting Link Pt. No. T-1314	No	AWR	
322.	Pawl For Ratchet Wheel With Bolt Pt. No. T-0848F	No	AWR	
323.	Ratchet Wheel For 0801 Pt. No. T-0805	No	AWR	
324.	Clutch Ring Pt. No. T-0403	No	AWR	
325.	Rubber Tube Pt. No. T-1634	No	AWR	
326.	Rubber Tube Pt. No. T-1818	No	AWR	
327.	Main Motor Pulley	No	AWR	
328.	Reverse Main Contactor/Forward Main Contactor	No	AWR	
329.	Pencil Element	No	AWR	
330.	Temperature Controller Pot	No	AWR	
331.	Fan belt (APS)	No	AWR	
	CITILINE			
332.	PLC power supply (part no.NE081/232	No	AWR	
333.	Photo sensor for paper gap NE062/055	No	AWR	
334.	Encoder NE066/081	No	AWR	
335.	Filter for Ink drive	No	AWR	
336.	Oil pressure switch NE074/001	No	AWR	
337.	Counting sensor NE062/065	No	AWR	
338.	Filter for damp drive NE038/446	No	AWR	
339.	Inverter with the control units	No	AWR	
340.	Filter for drive NE031/165	No	AWR	
341.	Cutting Knife – D 965E33071.1/3	No	AWR	
342.	Cam follower – L 560.03-3670.1/4	No	AWR	

343.	Pneumatic Cylinder – L 560.02-570610/4	No	AWR	
344.	Needle Pins - APS	No	AWR	
345.	Folding Blade - APS	No	AWR	
346.	Cutting Rubber - APS	No	AWR	
347.	Washing Blade - APS	No	AWR	
348.	Damp Motor – NE038/282	No	AWR	
349.	Triac Card for registration – NE038/746	No	AWR	
350.	Multi sheet sensor – NE007.036.083	No	AWR	
351.	Mono Block Bridge Rectifier – NE 061/012	No	AWR	
352.	Braking Pads (APS)	No	AWR	
	OTHERS COMMON USER ITEMS			
353.	Tyres Size 195/70/R15	No	AWR	
354.	Tyres Size 195/65/R15	No	AWR	
355.	Tyres Size 215/65/R16	No	AWR	
356.	Solid Tyres Size 27x10-12 8.00 Front	No	AWR	
357.	Solid Tyres Size 6.50-10 Rear	No	AWR	
358.	Carbon Blades (APS)	No	AWR	
359.	Solenoid Coils 230 Volts AC	No	AWR	
360.	Tool Box Complete	No	AWR	
361.	Armoured Cable 6.0mm 3 Core	Meter	AWR	
362.	Clamp Meter	No	AWR	
363.	Digital Calliper	No	AWR	
364.	Air Hose Pipe 14 Bar	Meter	AWR	
365.	Needle Bearings 1516	No	AWR	
366.	Bearing 1201 Centred	No	AWR	
367.	Bearing 6201RS	No	AWR	

368.	Bearing 6202RS	No	AWR	
369.	Bearing 6203RS	No	AWR	
370.	Bearing 688zz	No	AWR	
371.	Bearing 6001	No	AWR	
372.	Bearing 6002	No	AWR	
373.	Bearing 6003	No	AWR	
374.	Bearing 69003RS	No	AWR	
375.	Brass Rod	Kg	AWR	
376.	Bronze Rod	Kg	AWR	
377.	Iron Rod	Kg	AWR	
378.	Stainless Steel Rod	Kg	AWR	
379.	Cast Iron Rod	Kg	AWR	
380.	Fluorescent Fittings - 5ft Single	No	AWR	
381.	Fluorescent Fittings - 5ft Twin	No	AWR	
382.	Fluorescent Fittings - 4ft Single	No	AWR	
383.	Fluorescent Fittings - 4ft Twin	No	AWR	
384.	Fluorescent Fittings - 2ft Single	No	AWR	
385.	Fluorescent Fittings - 2ft Twin	No	AWR	
386.	Fluorescent Tubes - 5ft	No	AWR	
387.	Fluorescent Tubes - 4ft	No	AWR	
388.	Fluorescent Tubes - 2ft	No	AWR	
389.	LED Tubes - 5ft	No	AWR	
390.	LED Tubes - 4ft	No	AWR	
391.	LED Tubes - 2ft	No	AWR	
392.	Insulating Tapes Big -Aps	No	AWR	
393.	Double Socket Outlet Metal	No	AWR	

394.	Single Socket Outlet Metal	No	AWR	
395.	2.5mm Cables Twin with Earth	Roll	AWR	
396.	2.5mm Cables Single	Roll	AWR	
397.	1.5mm Cable Single	Roll	AWR	
398.	1 Gang Switch Metal	No	AWR	
399.	2 Gang Switch Metal	No	AWR	
400.	3 Gang Switch Metal	No	AWR	
401.	Extension Cables/Cord - 3way	No	AWR	
402.	Extension Cables/Cord - 4way	No	AWR	
403.	Extension Cables/Cord - 6way	No	AWR	
404.	Hand Numbering Machine 8 digit	No	AWR	
405.	Hand Numbering Machine 10 digit	No	AWR	
406.	Tool Box Aps	No	AWR	
407.	Padlock size ½ Viro or its equivalent	No	AWR	
408.	Padlocks; Cylindrical Padlock Viro or its equivalent	No.	AWR	
409.	Power Drill	No	AWR	
410.	Drill Bits-Assorted/Different Sizes	No	AWR	
411.	Taps- Assorted/Different Sizes	No	AWR	
412.	Timer Switches	No	AWR	
413.	Halogen Lamps Screw Type APS	No	AWR	
414.	Armoured Cable 3 Core, 10mm ²	No	AWR	
415.	Hacksaw	No	AWR	
416.	Hacksaw Blades	No	AWR	
417.	Super Glue 50ml	No	AWR	
418.	CONTA GLUE – 250ml	No	AWR	
419.	Insulating Tapes - APS	No	AWR	
420.	Batteries N70	No	AWR	

421.	Batteries N 90	No	AWR	
422.	Batteries NS 40	No	AWR	
423.	Tyres 195/65R15,	No	AWR	
424.	Tyres 265/65r17	No	AWR	
425.	Tyres 215/65R16,	No	AWR	
426.	Tyres 265/70R16	No	AWR	
427.	4mm 5core Cable	Roll	AWR	
428.	6.Mm 5core Cable	Roll	AWR	
429.	Welding Rods Cast Ion	Kg	AWR	
430.	Welding Rods stainless steel	Kg	AWR	
431.	Welding Rods mild steel	Kg	AWR	
432.	Epoxy Adhesive	No	AWR	
433.	Cutting Disc	No	AWR	
434.	Grinding Disc	No	AWR	
435.	Industrial Socket 4 Pin	No	AWR	
436.	Industrial Socket 3 Pin	No	AWR	
437.	Pedal Switch	No	AWR	
438.	A 72 Belt	No	AWR	
439.	Top Plugs 250v 13amp	No	AWR	
440.	Union Lock 5lever	No	AWR	
441.	Rj 45 Connectors	No	AWR	
442.	Cat 6 Coaxial Cable	Roll	AWR	
443.	Pneumatic Pipe 12mm	No	AWR	
444.	Pneumatic Pipe 10mm	No	AWR	
445.	Pneumatic Pipe 8mm	No	AWR	
446.	Pneumatic Pipe 6mm	No	AWR	

447.	Pneumatic Pipe 4mm	No	AWR	
448.	Pneumatic Pressure Connector 12mm	No	AWR	
449.	Pneumatic Pressure Connector 10mm	No	AWR	
450.	Pneumatic Pressure Connector 8mm	No	AWR	
451.	Pneumatic Pressure Connector 6mm	No	AWR	
452.	Pneumatic Pressure Connector 6mm	No	AWR	
453.	Batteries Double AA	Pair	AWR	
454.	Batteries Triple AAA	Pair	AWR	
455.	Battery 9Volts	No	AWR	
456.	Digital Timer	No	AWR	
457.	Compressor Auto Switch	No	AWR	
458.	Circuit Breakers 5A	No	AWR	
459.	Circuit Breakers 10A	No	AWR	
460.	Circuit Breakers 15A	No	AWR	
461.	Circuit Breakers 30A	No	AWR	
462.	Isolator Switch 32A	No	AWR	
463.	Isolator Switch 63A	No	AWR	
464.	Isolator Switch 100A	No	AWR	
465.	Chain Links	No	AWR	
466.	Grease Gun	No	AWR	
467.	Digital Vanier Calliper	No	AWR	
468.	Vanier Calliper	No	AWR	
469.	Soldering Gun 30w	No	AWR	
470.	Soldering Wire 0.7mm	No	AWR	
471.	Helical Gears	No	AWR	
472.	Oil Cans	No	AWR	
473.	Circlips	No	AWR	
474.	Cable Ties 150*5	Pkt	AWR	
475.	Carbon Brush	No	AWR	

476.	Carbon Blades	No	AWR	
477.	Allen Screws 12mm	No	AWR	
478.	Allen Screws 10mm	No	AWR	
479.	Allen Screws 8 Mm	No	AWR	
480.	Allen Screws 6mm	No	AWR	
481.	Allen Screws 5mm	No	AWR	
482.	Allen Screws 4mm	No	AWR	
483.	Allen Screws 3mm	No	AWR	
484.	Bolts and Nuts 12mm	No	AWR	
485.	Bolts and Nuts 10mm	No	AWR	
486.	Bolts and Nuts 8 Mm	No	AWR	
487.	Bolts and Nuts 6mm	No	AWR	
488.	Bolts and Nuts 5mm	No	AWR	
489.	Bolts and Nuts 4mm	No	AWR	
490.	Bolts and Nuts 3mm	No	AWR	
491.	Grub Screws 6mm	No	AWR	
492.	Grub Screws 5mm	No	AWR	
493.	Grub Screws 4mm	No	AWR	
494.	Grub Screws 3mm	No	AWR	
495.	Grub Screws 2mm	No	AWR	
496.	Wheel barrow	No	AWR	
497.	Hosepipe ½ roll	No	AWR	
498.	Siphon	No	AWR	
499.	Drawer locks	No	AWR	
500.	Panga Standard	No	AWR	
501.	Jembe/Hoe	No	AWR	
502.	Slasher	No	AWR	
503.	Ball valves 1''	No	AWR	
504.	Ball valves ¾''	No	AWR	

505.	Ball valves 2''	No	AWR	
506.	Gate valves ½''	No	AWR	
507.	Gate valves 1''	No	AWR	
508.	Gate valves ¾''	No	AWR	
509.	Gate valves 2''	No	AWR	
510.	Waste pipe 1''	No	AWR	
511.	Waste pipe ¾''	No	AWR	
512.	Waste pipe 2''	No	AWR	
513.	Cistern high lever	No	AWR	
514.	Cistern low lever	No	AWR	
515.	PPR pipes ½''	No	AWR	
516.	PPR pipes 1''	No	AWR	
517.	PPR pipes ¾''	No	AWR	
518.	PPR tee ½''	No	AWR	
519.	PPR tee 1''	No	AWR	
520.	PPR tee ¾''	No	AWR	
521.	PPR socket male ½''	No	AWR	
522.	PPR socket male 1''	No	AWR	
523.	PPR socket male ¾''	No	AWR	
524.	PPR socket female 1''	No	AWR	
525.	PPR socket female ¾''	No	AWR	
526.	PPR socket female ½''	No	AWR	
527.	Union PPR male 1''	No	AWR	
528.	Union PPR male ¾''	No	AWR	
529.	Union PPR male ½''	No	AWR	
530.	Union PPR female ½''	No	AWR	

531.	Union PPR female 1''	No	AWR	
532.	Union PPR female ¾''	No	AWR	
533.	Elbow PPR ½''	No	AWR	
534.	Elbow PPR 1''	No	AWR	
535.	Elbow PPR ¾''	No	AWR	
536.	Wood glue	No	AWR	
537.	Mattock	No	AWR	
538.	Silicon	No	AWR	
539.	Tangit glue 500ml	No	AWR	
540. t	Thread tapes	No	AWR	
541.	Flash Doors standard	No	AWR	
542.	Nails 1''	Kg	AWR	
543.	Nails 2''	Kg	AWR	
544.	Nails 3''	Kg	AWR	
545.	Nails 4''	Kg	AWR	
546.	Steel Nails 1''	Kg	AWR	
547.	Steel Nails 2''	Kg	AWR	
548.	Hinges	No	AWR	
549.	USB 2.0 DB9 to RJ45 RS232 Serial Console Router Blue Cable F	No	AWR	
550.	Universal Professional Network Cable Tester (RJ45/RJ11 LAN Cable Tester, Wire Tracker, Line Finder)	No	AWR	
551.	5mW VFL TC-321 Visual Fault Locator & Pen-Type Visual Fault Finder	No	AWR	
552.	CAT-6 Pure Copper Ethernet Cable	No	AWR	
553.	Rj45 pass through	No	AWR	
554.	3.5'' hard disk reader	No	AWR	
555.	SSD hard disk reader	No	AWR	

556.	20 Meter HDMI cable	No	AWR	
557.	USB extender	No	AWR	
558.	Wireless Keyboard and Mouse	No	AWR	
559.	Mini USB Microphone	No	AWR	
560.	Myth co Repair Tool Kit 122 In 1 Precision Screwdriver Set	No	AWR	
561.	300 mm Hacksaw Frame, 24 TPI	No	AWR	
562.	Portable Claw Hammer	No	AWR	
563.	Double sided tape	No	AWR	
564.	Cisco 24 switch FS200	No	AWR	
565.	Fiber to Ethernet converter	No	AWR	
566.	Network attached storage	No	AWR	
567.	Flushrenic Floor Cord Cover, Self-Adhesive Cord Hider Floor Cable Management Power Cord	No	AWR	
568.	Network attachment storage	No	AWR	
569.	Server (Core i9, 64GB RAM, 4TB scalable storage)	No	AWR	
570.	Variable resistor VDE 0552 for Radus 360	No	AWR	

Name of Tenderer.....

Signature of tenderer.....

Date.....

FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE

Beneficiary: _____

ITT No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

FORM OF TENDER SECURITY (TENDER BOND)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO. _____

1. BY THIS BOND.....*[name of tenderer]* as Principal (hereinafter called “the Principal”), and..... *[name, legal title, and address of surety]*, **authorized to transact business in *[name of country of Procuring Entity]***, as Surety (hereinafter called “the Surety”), are held and firmly bound unto..... *[name of Procuring Entity]* as Obligee (hereinafter called “the Procuring Entity”) in the sum of.....*[amount of Bond]*¹*[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ day _____ of _____, 20_____, for the supply of _____ *[name of Contract]* (hereinafter called the “Tender”).
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.
5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20_____.

Principal: ___ Corporate Seal (where appropriate)

Surety: _____

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

¹The amount of the Bond shall be denominated in the currency Kenya shillings or the equivalent amount in a freely convertible currency.

FORM OF TENDER-SECURING DECLARATION

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

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

Tender No.:.....*[insert number of tendering process]*

To:..... *[insert complete name of*

Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering 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 tender during the period of tender validity specified by us in the Tendering 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 tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and 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:.....

Capacity / title (director or partner or sole proprietor, etc.)

.....

Name:

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

Tenderer]. Dated on day of..... *[Insert date of signing]*.

Seal or stamp.

MANUFACTURER'S AUTHORIZATION FORM

[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the TDS.]

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of ITT*

process] Alternative No. [insert identification No if this is a Tender for an alternative]

To:.....*[insert complete name of Procuring Entity]* WHEREAS

We..... *[insert complete name of Manufacturer]*, who are official manufacturers of.....*[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us..... *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:.....*[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....*[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title:.....*[insert title]*

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

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the Procuring Entity purchasing the Goods and Related Services, as **specified in the SCC.**
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “**Base Date**” means a date 30 day prior to the submission of tenders.
- n) “**Laws**” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “**Letter of Acceptance**” means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) “**Procuring Entity**” means the Entity named in the Special Conditions of Contract.

2. Interpretation

2.1. If the context so requires it, singular means plural and vice versa.

2.2. Incoterms

a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

101 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

102 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

102 Arbitration proceedings shall be conducted as follows:

1021 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

1022 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

1023 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

1024 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

1025 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

1026 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

103 Arbitration Proceedings

1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Kenya National Chamber of Commerce
- ii) Chartered Institute of Arbitrators (Kenya Branch)
- iii) The Law Society of Kenya

1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

1033 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

104 Arbitration with Foreign Suppliers

1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

1042 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

105 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

106 Failure to Comply with Arbitrator's Decision

1061 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

107 Contract operations continue

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

151 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the **SCC**.

152 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

16. Terms of Payment

161 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the **SCC** to the Procuring Entity.

162 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.

163 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the **SCC**.

164 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

165 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

181 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

182 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

183 As specified in **the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another format acceptable to the Procuring Entity.

184 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
- b) now or hereafter enters the public domain through no fault of that party;
- c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- c) Wherever references are made in the Contract to codes and standards in accordance with

which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 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, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own

costs and expenses incurred in connection with such attendance including, but not limited to,

all travelling and board and lodging expenses.

264 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

265 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

266 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

267 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.

268 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

286 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
- b) the method of shipment or packing;
- c) the place of delivery; and
- d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

335 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits

that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improves the quality, efficiency or sustainability of the Goods; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

33.6 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
 - (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - ii) if the Supplier fails to perform any other obligation under the Contract; or
 - iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or

in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

i) to have any portion completed and delivered at the Contract terms and prices; and/or

ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

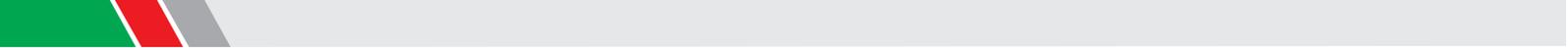
[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics].

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Condition of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: EXECUTIVE OFFICE OF THE PRESIDENT (GOVERNMENT PRESS)
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>INCOTERMS 2015</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	The reference number of the Invitation for Tenders is: TENDER NUMBER: EOOP/GP/005/2025-2026 The Procuring Entity is: EXECUTIVE OFFICE OF THE PRESIDENT – GOVERNMENT PRESS DEPARTMENT The name of the Contract is: SUPPLY AND DELIVERY OF SPARE PARTS FOR PRINTING EQUIPMENT, PLANT AND OTHER MACHINES ON AS AND WHEN REQUIRED BASIS, FOR TWO YEARS The number and identification of lots (contracts) comprising this Invitation for Tenders is: N/A
GCC 10.3	Arbitration shall be conducted by Nairobi Centre for International Arbitration.
GCC 10.4.2	The place of arbitration shall be NAIROBI, KENYA
GCC 13.1	<i>Inspection and test of the items shall be done at the final destination i.e., Point of use or as advised by Procuring Entity.</i>
GCC 15.1	The prices quoted by the Tenderer SHALL be adjusted regularly through an advisory issued to the End Users due to volatility of commodity prices during the performance of the contract in accordance to Section 139 4 (a) of the Public Procurement and Asset Disposal Act, 2015 and subject to the market survey conducted.
GCC 16.1	<i>Upon inspection and acceptance of goods payment shall be made to the tenderer within 60 days, after submission of invoice.</i>
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be 90 days.
GCC 18.1	A Performance Security: Not Applicable.
GCC 23.2	Please note that the end user may request for products to be re-packaged and labelled accordingly at no extra cost.
GCC 26.1	Delivery Programme shall be specified in the LPO by the Procuring Entity engaging the contractor. The contract shall run for a period of two years with a possibility of contract renewal for a further one year depending on the performance of the awarded bidder(s).
GCC 26.2	Inspection and test of the items shall be done at the final destination: Government Press, Haile Selassie Avenue
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 30 days .



SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

- I) Name: _____ *[insert Authorized Representative's name]*
- ii) Address: _____ *[insert Authorized Representative's Address]*
- iii) Telephone: _____ *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: _____ *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must besent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: _____ *[email]* on *[date]* _____ (local time)

This Notification is sent by _____ (Name and designation)

3. Notification of Intention to Award

- I) Employer: _____ *[insert the name of the Employer]*
- ii) Project: _____ *[insert name of project]*
- iii) Contract title: _____ *[insert the name of the contract]*
- iv) Country: _____ *[insert country where ITT is issued]*
- v) ITT No: _____ *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

- i) Name of successful Tender _____
- ii) Address of the successful Tender _____
- iii) Contract price of the successful Tender Kenya Shillings _____ (in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

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

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - I) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - ii) Agency: _____ *[insert name of Employer]*
 - iii) Email address: _____ *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - I) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - iii) Agency: _____ *[insert name of Employer]*
 - iv) Email address: _____ *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
- i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

FORM NO 2: NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ *[date]*

To _____ *[name and address of the Contractor]*

This is to notify you that your Tender dated _____ *[date]* for execution of the _____ *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount _____ *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by _____ *(name of Employer)*.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Employer: _____

Attachment: *Contract Agreement*: _____

NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

[use letterhead paper of the Procuring Entity]

_____ *[date]*

To: _____ *[name and address of the Supplier]*

Subject: _____ **Notification of Award Contract No.....**

This is to notify you that your Tender dated _____ *[insert date]* for execution of the _____ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of _____ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

FORM NO 3 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the _____ *[insert: number]* day of _____ *[insert: month]*, *[insert: year]*. BETWEEN (1) _____ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part; and (2) _____ *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part.

3. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., _____ *[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:
- i) In this Agreement words and expressions shall have the same meanings as are _____ respectively assigned to them in the Contract documents referred to.
 - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. _____ (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
 - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services 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 Supplier in consideration of the provision of the Goods and Services 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.
5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

in the capacity of _____ *[insert title or other appropriate*

designation] In the presence of _____ *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: _____ *[insert signature of authorized representative(s) of the*

Supplier] in the capacity of _____ *[insert title or other appropriate*

designation] in the presence of _____ *[insert identification of official witness]*

FORM NO. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Employer]* **Date:** _____ *[Insert date of issue]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with *(name of Employer)* _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *(in words)*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No. 5 - PERFORMANCE SECURITY [Option 2- Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of*

Employer] **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Obligee (hereinafter called “the Employer”) in the amount of for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
 - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day of _____ 20_____.

SIGNED ON _____ on behalf of By
_____ in the capacity of

In the presence of

SIGNED ON _____ on behalf of

By _____ in the capacity

of In the presence of

FORM NO. 6 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ [Insert name and Address of Employer] **Date:** _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference number] **Guarantor:** _____ [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (in _____ words _____) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of _____, 2_,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee. _____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹*The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.*

²*Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*