



TENDER DOCUMENTS FOR ASSORTED LIBRARY BOOKS

KARATINA UNIVERSITY

P.O. BOX 1957 -10101 KARATINA

Email address: info@karu.ac.ke

TENDER NO: KarU/RT/001/LIB/2021-2022 FOR ASSORTED LIBRARY BOOKS.

CLOSING DATE AND TIME AS INDICATED IN INVITATION TO TENDER

CLOSING DATE: Wednesday 2nd February, 2022 AT 12.00 Noon.

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INVITATION TO TENDER

PROCURING ENTITY: KARATINA UNIVERSITY

CONTRACT NAME AND DESCRIPTION: SUPPLY AND DELIVERY OF ASSORTED LIBRARY BOOKS. (KarU/RT/001/LIB/2021-2022)

- 1. The KARATINA UNIVERSITY invites sealed tenders for the SUPPLY AND DELIVERY OF ASSORTED LIBRARY BOOKS.**
2. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **[0800 to 1700 hours]** at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of **(Kenya shillings 1000.00)** in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website www.karu.ac.ke or the PPIP tender portal: www.tenders.go.ke. Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website www.karu.ac.ke or the PPIP tender portal: www.tenders.go.ke. Tenderers who download the tender document must forward their particulars immediately to procurement@karu.ac.ke 0729721200 and P.O. BOX 1957-10101 KARATINA) to facilitate any further clarification or addendum.
6. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid **for One Hundred and Twenty (120) days** from the date of opening of tenders.
7. All Tenders must be accompanied by a **tender Security of Kshs. 40,000.00 Valid for 150 Days starting from the date of tender closing.**
8. The Tenderer shall **chronologically serialize all pages** of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before **12.00 NOON on Wednesday 2nd February, 2022** Electronic Tenders **will not** be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and times specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
11. Late tenders will be rejected.
12. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

- (1) Name of Procuring Entity: **KARATINA UNIVERSITY**
- (2) Physical address for hand Courier Delivery to an office or Tender Box: **PROCUREMENT DEPARTMENT, MAIN CAMPUS, KAGACHI, KARATINA**
- (3) Postal Address: **P.O. BOX 1957-10101 KARATINA**
- (4) Insert name, telephone number and e-mail address of the officer to be contacted: **Head of Procurement, TEL: 0729721200, EMAIL: procurement@karu.ac.ke**

B. Address for Submission of Tenders.

**VICE CHANCELLOR, KARATINA UNIVERSITY,
P.O. BOX 1957-10101 KARATINA.**

Bid document to be deposited in the Tender Box located at the Administration Block at the Main Campus Kagochi - Karatina.

Bulky tenders to be delivered to the Procurement Office at Main campus Kagochi Karatina for registration.

C. Address for Opening of Tenders.

KARATINA UNIVERSITY CONFERENCE HALL, MAIN CAMPUS, KAGOCHI, KARATINA

The Vice Chancellor, Karatina University P.O Box 1957-10101, KARATINA

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

- 1.1 In connection with the Specific Procurement Notice - Invitation to Tenders (ITT), specified **in the Tender Data Sheet (TDS)** the Procuring Entity, as specified **in the TDS**, issues this tendering document for the supply of Textbooks and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this ITT are specified **in the TDS**.

2. Definitions

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; and
- 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 the Procuring Entity's official public holidays.

3. Fraud and Corruption

- 3.1 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.
- 3.2 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.
- 3.3 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 the contract being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.
- 3.4 Tenderers shall permit and shall cause their agents (whether declared or not), sub-contractors, sub consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution—subject to ITT 4.6— 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 Form of intent. 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. 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**.

- 4.2 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.
- 4.3 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 legal representative as another Tenderer; or
 - d) has a relationship with another Tenderer, directly or through common third parties, that put sit 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 works 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 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 TDSITT2.1 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
 - h) has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, or of a recipient of a part of the loan) 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 procurement process and execution of the contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor in other Tenders. 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 sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. 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 sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to be initially selected for, prequalified for, tender for, propose for, or be awarded a contract. The list of debarred firms and individuals is available at PPRA's Website www.ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.
- 4.8 A Tenderer shall not be under suspension from Tendering by the Procuring Entity as the result of the operation of a Tender–Securing Declaration or Proposal–Securing Declaration.

- 4.9 Firms and individuals may be ineligible if so indicated in Section V and (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 its any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

- 4.10 For purposes of granting a margin of preference, a tender is considered a national tenderer if it is registered in Kenya, has more than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as national tenderers and eligible for national preference only if the individual member firms are registered in Kenya or have more than 51 percent ownership by nationals of Kenya, and the JV shall be registered in Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.11 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, sub contracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 4.12 Pursuant to the eligibility requirements of ITT 4.10, tenderer is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture under takings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt 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. AJV 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.
- 4.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Eligible Goods and Related Services

- 5.1 For purposes of this ITT, the term “goods” include textbooks and reading materials, teacher's manuals, other production inputs such as paper, manuscript, publishing and manufacturing; and publishing, manufacturing; as well as other related services such as distribution, binding and packing.
- 5.2 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.
- 5.3 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 Tendering Document

6. Sections of Tendering Document

The tendering document consists 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 ITT 10.

PART 1: Tendering Procedures

Section I - Instructions to Tenderers (ITT)

Section II - Tendering Data Sheet (TDS)

PART 2 Supply Requirements

PART 3 Contract

The Specific Procurement Notice issued by the Procuring Entity is not part of this tendering document.

Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, or Addenda to the tendering document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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.

7. Clarification of Tendering Document

- 7.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any Invitation to clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT6.3, 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 tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 8 and ITT 22.2.

8. Amendment of Tendering Document

- 8.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
- 8.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering 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.
- 8.3 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 22.2.

C. Preparation of Tenders

9. Cost of Tendering

- 9.1 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.

10. Language of Tender

- 10.1 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 the 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.

11. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

- a) **Form of Tender** prepared in accordance with ITT 12;
- b) **Price Schedules:** completed in accordance with ITT 12 and ITT 14;
- c) **Tender Security or Tender-Securing Declaration,** in accordance with ITT19.1;
- d) **Alternative Tenders,** if permissible, in accordance with ITT13;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT20.3;
- f) **Tenderer's Qualifications:** documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted;
- g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 17 establishing the Tenderer's eligibility to tender;
- h) **Textbooks' Eligibility:** documentary evidence in accordance with ITT 16, that the Text books and Related Services to be supplied by the Tenderer are of eligible origin;
- i) **Conformity:** documentary evidence in accordance with ITT 16 that the Goods and Related Services conform to the tendering document; and
- j) Any other document required **in the TDS.**

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form 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.

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

12. Form of Tender and Price Schedules

12.1 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, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

13. Alternative Tenders

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

14. Tender Prices and Discounts

14.1 The prices and discounts quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Form of Tender in accordance with ITT 12.1 shall be the total price of the Tender, excluding any discounts offered.

14.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender, in accordance with ITT 12.1.

14.5 Prices quoted by the Tenderer shall be fixed during the Tenderers performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDSA** Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 29. 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.

14.6 If so 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 14.4 provided the Tenders for all lots (contracts) are opened at the same time.

14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the TDS**.

14.8 (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, in accordance with Section V, Eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. 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), 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 Kenya's sales tax and other taxes 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 to their final destination (Project Site) 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**; and
- 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 (Project Site) specified **in the TDS**;

c) for Goods manufactured outside Kenya, already imported:

- a. 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;
- b. 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;
- c. the price of the Goods, obtained as the difference between (i) and (ii) above;
- d. any Kenya's sales and other taxes which will be payable on the Goods If the contract is awarded to the Tenderer; and
- e. 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).

15 Currencies of Tender and Payment

15.1 The currency (ies) of the Tender and the currency (ies) of payments shall be the same. The Tenderer shall quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in the currency of Kenya, unless otherwise specified **in the TDS**.

15.2 The Tenderer may express the Tender price in any currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of Kenya.

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

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITT5, Tenderers shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

16.2 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.

16.2 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.

16.3 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.

17 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

17.2 The documentary evidence of the Tenderer's 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 own copyright of the goods it offers to supply shall submit a Copyright Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the owner of the copyright to supply these Goods in Kenya;
- b. that, if required **in the TDS**, in case of a Tenderer not doing business within 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.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a supplier or group of suppliers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

17.4 The purpose of the information described in ITT 17.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required in formation on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or

management of the contract.

- 17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
 - If the contract has been awarded to that tenderer, the contract award will be set aside,
 - the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18 Period of Validity of Tenders

- 18.1 Tenders shall remain valid for the 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 ITT22.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2 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 ITT19, 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 ITT18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity period, the Contract price shall be determined as follows:
- in the case of **fixed price** contracts, the Contract price shall be the Tender price adjusted by the factor specified **in the TDS**;
 - 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.

19 Tender Security

- 19.1 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**.
- 19.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 19.3 If a Tender Security is specified pursuant to ITT19.1, 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 guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.
- v. Any other form specified in the TDS.

- 19.4 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 twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2. 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.
- 19.5 The Tender Security shall be valid for thirty days (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.
- 19.6 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's 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 bid der declines to extend tender validity period.
- 19.7 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.
- 19.8 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 on the Form of Tender, or any extension there to provide 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.
- 19.9 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 19.10 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 Form of intent referred to in ITT 4.1 and ITT 11.2.

20. Format and Signing of Tender

- 20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "Original." Alternative Tenders, if permitted in accordance with ITT 13, 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.
- 20.2 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.
- 20.3 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

- 20.4 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 their legally authorized representatives.
- 20.5 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

21. Sealing and Marking of Tenders

- 21.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one-envelope Tendering process). Within the single envelope the Tenderer shall place the following separate, sealed envelopes:
- a) In an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in ITT11; and
 - b) In an envelope marked “COPIES”, all required copies of the Tender; and
 - c) If alternative Tenders are permitted in accordance with ITT 13, and if relevant:
 - i) In an envelope marked “ORIGINAL-ALTERNATIVE”, the alternative Tender; and
 - ii) in the envelope marked “COPIES - ALTERNATIVE TENDER” all required copies of the alternative Tender.
- 21.2 The outer envelopes, shall:
- a) Be addressed to the Procuring Entity in accordance with ITT 22.1;
 - b) Bear the specific identification of this tender as indicated in ITT 1.1; and
 - c) Bear a warning not to open before the time and date for Tender opening.
- The inner envelopes shall bear the name and address (include email and telephone number) of the Tenderer and all the information above ITT 21.2(a) to (c).
- 21.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will not be accepted.

22. Deadline for Submission of Tenders

- 22.1 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**.
- 22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT8, 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.

23. Late Tenders

- 23.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24. Withdrawal, Substitution, and Modification of Tenders

- 24.1 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 ITT 20.3, (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 ITT 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, in accordance with ITT 22.

24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

24.3 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 on the Form of Tender or any extension thereof.

25. Tender Opening

25.1 Except as in the cases specified in ITT 23 and ITT 24.2, The Procuring Entity shall, at the Tender opening, publicly open 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 and anyone who chooses to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 22.1, shall be as specified **in the TDS**.

25.2 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.

25.3 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.

25.4 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.

25.5 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.

25.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Form of Tender and the Price Schedules are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.

25.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

25.8 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; and
- 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.

25.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's 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

26. Confidentiality

26.1 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 Notification of Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT40.

26.2 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.

26.3 Notwithstanding ITT 26.2, 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.

27. Clarification of Tenders

27.1 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 Invitation to 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 ITT31.

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

28. Deviations, Reservations, and Omissions

28.1 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.

29. Determination of Responsiveness

29.1 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 11.

29.2 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, in consistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b. if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

29.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been

met without any material deviation or reservation, or omission.

- 29.4 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.

30. Non-conformities, Errors and Omissions

- 30.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.
- 30.2 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 nonmaterial 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.
- 30.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial 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**.

31. Arithmetical Errors

- 31.1 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 anyway by any person or entity.
- 31.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- i. 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.
 - ii. 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
 - iii. If there is a discrepancy between words and figures, the amount in words shall prevail

31.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

32. Conversion to Single Currency

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

33. Margin of Preference and Reservations

- 33.1 A margin of preference may be allowed on locally manufactured textbooks and reading materials 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. A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 33.2 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT33.3.
- 33.3 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 to be specified in the **TDS**), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the group are eligible to tender. 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.

34 Evaluation of Tenders

- 34.1 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 Best Evaluated Tender.
- 34.2 To evaluate a Tender, the Procuring Entity shall consider the following:
- i. Price adjustment due to unconditional discounts offered in accordance with ITT 14.4;
 - ii. Price adjustment due to quantifiable non material non-conformities in accordance with ITT 30.3;
 - iii. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32; and
 - iv. any additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 34.3 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 taken into account in Tender evaluation.
- 34.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.
- 34.5 The Procuring Entity's evaluation of a Tender will include and not take into account:
- 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;
 - c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender, will not be included.
- 34.6 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 ITT14. 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 criteria and methodologies to be used shall be as specified in ITT 34.2(d).

35 Comparison of Tenders

- 35.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT34.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within Kenya, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

36 Abnormally Low Tenders and Abnormally High Tenders

Abnormally Low Tenders

- 36.1 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 or that genuine competition between Tenderers is compromised.
- 36.2 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.

- 36.3 After evaluation of the price analyses, 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.

Abnormally High Tenders

- 36.4 An abnormally high tender 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 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 competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37. 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's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's 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's qualifications to perform satisfactorily.

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

- 38.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

39. Award of Contract

- 39.1 Subject to ITT 38, the Procuring Entity shall award the Contract to the successful Tenderer. This is the Tenderer whose Tender has been determined to be the Best Evaluated Tender.

40. Procuring Entity's Right to Vary Quantities at Time of Award

40.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS**.

41. Notice of Intention to enter in to a Contract/Notification of award

41.1 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 in to 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) The total combined score of the successful Tender when rated criteria is used for tender evaluation;
- e) A statement of the reason(s) the Tender (of the unsuccessful Tenderer to whom the Form is addressed) was unsuccessful;
- f) The expiry date of the Standstill Period; and
- g) Instructions on how to request a debriefing or submit a complaint during the standstill period.

42. Standstill Period

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

42.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

43. Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, 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.

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

44. Letter of Award

44.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, 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.

45. Signing of Contract

45.1 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.

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

45.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

46. Performance Security

46.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC18, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Procuring Entity. 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.

46.2 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 Best Evaluated Tender.

47. Publication of Procurement Contract

47.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of 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.

48. Procurement Related Complaints and Administrative Review

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

48.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the textbooks and reading materials to be procured 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.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The reference number of the Invitation to Tender (ITT) is: KarU/RT/001/LIB/2021-2022 The Procuring Entity is: <i>Karatina University</i> The name of the ITT is: Supply and Delivery of assorted library books The number and identification of lots (contracts) comprising this ITT is: N/A
ITT 2.1(a)	N/A
ITT 3.3	N/A
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: N/A
B. Contents of Tendering Document	
ITT 7.1	N/A
C. Preparation of Tenders	
ITT 11.1 (j)	The Tenderer shall submit the following additional documents in its Tender: N/A
ITT 13.1	Alternative Tenders <i>shall not be</i> considered.
ITT 14.5	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITT 14.6	Prices quoted for each lot (contract) shall correspond at least to <i>[insert figure]</i> percent of the items specified for each lot (contract). N/A Prices quoted for each item of a lot shall correspond at least to <i>[insert figure]</i> percent of the quantities specified for this item of a lot. N/A
ITT 14.7	The Incoterms edition is: Internationally Acceptable
ITT 14.8 (b) (i) and (c) (v)	Place of destination: N/A
ITT 14.8 (a) (iii), (b) (ii) and c (v)	Place of destination: Karatina University Main Campus, Kagochi, Karatina
ITT 15.1	The Tenderer <i>is</i> required to quote in Kenya shillings the portion of the Tender price that corresponds to expenditures incurred in that currency.
ITT 17.2 (a)	Copyright Authorization is <i>required</i>
ITT 17.2 (b)	After sales service is N/A
ITT 18.1	The Tender validity period shall be 120 days.
ITT 18.3 (a)	The Tender price shall be adjusted by the following factor(s): N/A
ITT 19.1	A Tender Security <i>shall be</i> required. If a Tender Security shall be required, the amount and currency of the Tender security shall be <u>Kshs. 40,000.</u>
ITT 19.3 (v)	Other types of acceptable securities: N/A
ITT 20.1	In addition to the original of the Tender, the number of copies is: 1 copy.

ITT 20.3	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall consist of:</p> <p>Name of the person duly authorized to sign the tender on behalf of the tenderer</p> <p>Title of the person signing the tender</p> <p>Signature of the person named above</p> <p>Company Seal/Rubber stamp (where applicable)</p>
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
D. Submission and Opening of Tenders	
ITT 22.1	<p>Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at the Administration Block at the Main Campus Kagochi Karatina University and addressed to: -</p> <p style="text-align: center;">VICE CHANCELLOR, KARATINA UNIVERSITY,P.O. BOX 1957-10101 KARATINA.</p> <p>Bid document to be deposited in the Tender Box located at the Administration Block at the Main Campus Kagochi - Karatina.</p> <p>Bulky tenders to be delivered to the Procurement Office at Main campus Kagochi Karatina for registration.</p> <p>Opening of the bid documents will be done immediately thereafter in the presence of applicants or their representatives who choose to attend.</p> <p>Date and time for submission of Tenders: Wednesday 2nd February, 2022 at 12:00 Noon.</p> <p>Tenderers shall not submit tenders electronically.</p>
ITT 25.1	<p>The Tender opening shall take place at:</p> <p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p style="text-align: center;">VICE CHANCELLOR, KARATINA UNIVERSITY,P.O. BOX 1957-10101 KARATINA.</p> <p>Venue for opening of the bid documents will be at Karatina University, Main Campus Kagochi Conference Hall</p> <p>Date and time of tender opening: Immediately after closing the tenders, opening of the tenders will follow on Wednesday 2nd February, 2022 at 12:00 Noon.</p>
ITT 25.1	Electronic opening of tenders N/A

ITT 25.6	The Form of Tender and Price Schedules shall be initialed by all representatives and any modification to the unit or total price shall be initialed by the Representative of the Procuring Entity conducting the tender opening
E. Evaluation and Comparison of Tenders	
ITT 30.3	The adjustment shall be based on the _____ (<i>insert “average” or “highest”</i>) 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. N/A
ITT 31.2	Any error detected if considered a major deviation if it is more than _____% or less than _____% N/A
ITT 32.1	The currency that shall be used for Tender evaluation and comparison purposes to convert (at the selling exchange rate) all Tender prices expressed in various currencies into a single currency is: Kenya Shillings The source of exchange rate shall be: The Central Bank of Kenya The date for the exchange rate shall be: as per the date for submission of the Tenders
Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 33.1	A margin of domestic preference <i>shall not</i> apply.
ITT 33.3	The specific group of businesses is <i>N/A</i>
ITT 33.3	The invitation to tender is open to all (<i>Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability are encouraged to participate.</i>)
ITT 34.6	NA
F. Award of Contract	
ITT 40.1	The maximum percentage by which quantities may be increased is: <i>N/A</i> The maximum percentage by which quantities may be decreased is: <i>N/A</i>
ITT 40.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed 15% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 48.1	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 info@ppra.go.ke or complaints@ppra.go.ke . In summary, a Procurement-related Complaint may challenge any of the following: the terms of the Tendering Documents; and the Procuring Entity’s decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

- 1.1 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 construction 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 are 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. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than 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 and contract award Criteria

- 2.1 The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

3 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 requirements in the ITT, and that the tender is all aspects in meeting the requirements of “*Part 2 – Supply Requirements*”, including checking for tenders with unacceptable errors, abnormally low tenders, and abnormally high tenders, including meeting the specific additional requirements for

. The Standard Tender Evaluation Report for Goods and Works provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]

4 Technical Evaluation of Quality

Tenders that pass Preliminary Examination for Determination of Responsiveness will be subjected to technical evaluation of quality. Without prejudice to the provisions of ITT 34, the Procuring Entity's evaluation of manuscripts will consider quality factors as indicated below.

PRELIMINARY EVALUATION CRITERIA

To be deemed as responsive, tenders shall be checked for the following mandatory requirements:

	Item Description
1.	Dully filled forms (Original): a) Form of tender, b) Confidential business questionnaire, c) Certificate of independent tender determination, d) Self-declaration forms SD1 and SD2 and e) Declaration and commitment to the code of ethics
2.	Bid security (Tender bond) of Kshs Forty Thousand (Kshs 40,000) (Original) Valid for 150 days (days to start from tender closing date).
3.	Company certificate of registration or incorporation (Provide Copy)
4.	Valid tax compliance certificate (Copy)
5.	Valid Single Business Permit (copy)
6.	Dully filled and signed Statement of Compliance (Original)
7.	Power of attorney where the signatory is not a director (Copies)
8.	Signed Contracts/ LPOs from 3 reputable clients for successful completion of similar works.
9.	All the pages in the tender document including all attachments must be serially numbered and the document should be bound.
	CONCLUSIVE REMARK

NB: a. A tenderer who shall miss any of the above requirement shall be declared Non-Responsive, and shall be disqualified from further evaluation

TECHNICAL EVALUATION OF QUALITY

Tenders that pass Preliminary Examination for Determination of Responsiveness will be subjected to technical evaluation of quality. Without prejudice to the provisions of ITT 34, the Procuring Entity's evaluation of manuscripts will consider quality factors as indicated below.

No	Area	Requirement	Award Criteria	Max Core
1	General Experience	Minimum of 5 years in operations	5 Yrs – 15 Mks 6-10 Yrs – 20 Mks Over 10 Yrs – 25 Mks	25 Mks
2	Specific Experience	Successfully completed a minimum of five similar contracts (attach copies of Signed contracts/ lpos)	5 Mks for each contract/ LPO submitted (1 st 5 projects to be considered)	25 Mks
3	Financial Information	Audited financial accounts for at least two complete fiscal years 2019 and 2020 Cash flow availability for Kenya shilling 5 million.	5 million – 15 Mks 6-10million – 20 Mks Over 10 Million – 30 Mks	30 Mks

4	Production Capacity	Number of years of experience in distribution/Publishing of library books	1- 5 years - 10 mks 6- 10 years - 20 mks	20
	Total Marks			100 Mks

Tenderer who scores 70% and above on Technical Evaluation will proceed to the next step where the conformity of the titles offered to the required specifications will be checked (Section V - Schedule of requirements). Titles that will comply with the required specification will move to financial/price comparison stage. At the Financial evaluation stage the lowest bidder will be required.

5 Tender Evaluation (ITT 34)

This evaluation is only for those tenders that pass the Technical Evaluation.

In addition to the criteria listed in ITT34.2(a)–(c) the additional evaluation factors as per ITT34.2(d) is specified as follows:

a) Delivery schedule. (As specified in the TDS) NA

Deviation in payment schedule. [insert one of the following] NA

Specific additional criteria

NA

6 Multiple Contracts (ITT 34.4) N/A

Multiple contracts will be permitted in accordance with ITT 34.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.

If a tenderer wins more than one Lot, the tenderer will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

7 Alternative Tenders (ITT 13.1) N/A

An alternative if permitted under ITT 13.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part II Section VII, Schedule of Requirements. Only the technical alternatives, if any, of the Tenderer with the Lowest Evaluated Tender conforming to the basic technical

requirements shall be considered by the Procuring Entity.

8 MARGIN OF PREFERENCE

- 8.1 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%.
- 8.2 The margin of preference will be applied in accordance with, and subject to, the following provisions:
 - 8.2.1 Tenderers applying for such preference on goods offered shall be asked to 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.
 - 8.2.2 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:
 - i. **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labor, raw materials, 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;
 - ii. **Group B:** All other Tenders offering Goods manufactured in Kenya;
 - iii. **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
 - 8.2.3 To facilitate this classification by the Procuring Entity, the tenderer shall complete which ever version of the Price Schedule furnished in the Tendering document is appropriate, provided however, that the completion of an incorrect version of the Price Schedule by the Tenderer shall not result in rejection of its Tender, but merely in the Procuring Entity's re classification of the Tender into its appropriate Tender group.
 - 8.2.4 The Tenders in each group will then be compared to determine the Tender with the lowest evaluated cost in that group. The lowest evaluated cost Tender from each group shall then 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.
 - 8.2.5 If as a result of the preceding comparison, a Tender from Group C is the lowest evaluated cost, an amount equal to or 15% of the respective tender price, including unconditional discounts and excluding provisional sums, if any, shall be added to the evaluated price offered in each tender from Group C. If the tender from Group C is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group A or B based on the first evaluation price shall be selected.

9 Post qualification and Contract award (ITT37), more specifically,

After determining the substantially responsive Tender which offers the lowest-evaluated price, whether the tenderer is a manufacturer or just a supplier: The Procuring Entity shall carry out the post-qualification, if no pre-qualification was

done, using the following criteria:

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings
 - ii) Minimum average annual supply of text books and reading materials business turnover _____ of _____ Kenya Shillings
[insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last _____
[insert of year] years.
 - iii) At least _____ (*insert number*) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____ equivalent.
 - iv) Other conditions depending on their seriousness.

a) History of non- performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last _____ (*specify years*). The required information shall be furnished in the appropriate form.

b) 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) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____ (*specify years*). All parties to the contract shall furnish the information in the appropriate form 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

1. Form of Tender

Instructions to Tenderers.

- i) *The Tenderer must prepare this Form of Tender on stationery 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 and TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, all attached to this Form of Tender.*
- iv) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.
 - *Tenderer's Eligibility-Confidential Business Questionnaire*
 - *Certificate of Independent Tender Determination*
 - ☐ *Self-Declaration of the Tenderer*

Date of this Tender submission:[insert date (as day, month and year) of Tender submission] **ITT No.:**[insert number of ITT process]

Invitation to Tender No.:.....[insert identification]

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

To:[insert complete name of Procuring Entity]

- a) We have examined and have no reservations to the tendering document, including Addenda issued in accordance with Instructions to Tenderers (ITT8);
- b) We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) We have not been suspended nor declared ineligible by the Procuring Entity based on execution of Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT4.8;
- d) 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: [insert a brief description of the Goods and Related Services];
- e) The total price of our Tender, excluding any discounts offered in item (f) below is: ***[Insert one of the options below as appropriate]***

Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

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];

- f) **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 is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS18.1(as amended if applicable) from the date fixed for the Tender submission deadline specified in TDS22.1(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 ITT4.3, other than alternative Tenders submitted in accordance with ITT13;
- 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 PPRA. Further, we are not ineligible under 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 4.7];
- l) **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 Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not bound to Accept:** We understand that you are not bound to accept the Lowest evaluated cost Tender, the Lowest Evaluated Tender or any other Tender that you may receive;
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **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.
- u) **Code of Ethical Conduct:** We undertake to adhere by the 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) **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 to 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.
 - v) Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix1-Fraud and Corruption**” attached to the Form of Tender.

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

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

***:** In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as Tenderer.

****:** Person signing the Tender shall have the power of attorney given by the Tenderer. The power of attorney shall be attached with the Tender Schedules.

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

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	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	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.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

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	Nationality	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	Nationality	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/have 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 controls, is 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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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 complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the under signed, 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, which ever 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]

C. 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 of in the Republic of do
hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/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 TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,.....of P. O. Box.....being a resident of
.....in the Republic of..... do 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 corruptive practice with other bidders participating in the subject tender.
5. THAT what is deposed 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.....

D. APPENDIX1-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 be low 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 subcontract or for the tenderer to whom was awarded contract, or a member of the group of tenderers 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 2.3e. 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.

¹For 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.

2 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]* ITT No.: *[insert number of Tendering process]* 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> Email Address: <i>[insert Authorized Representative's email address]</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 registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. <input type="checkbox"/> Tax Obligations for Kenyan Tenderers, attach copy of current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 4.14. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• 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.

3. 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]*

ITT No.:.....*[insert number of Tendering process]*

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>[insert JV's Member legal address in country of registration]</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 registration documents of the legal entity named above, in accordance with ITT 4.4. <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 they are not under the supervision of the Procuring Entity, in accordance with ITT 4.7. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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]*

ITT No. *[insert number of Tendering process]*

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>[insert JV's Member legal address in country of registration]</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 registration documents of the legal entity named above, in accordance with ITT 4.4. <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 they are not under the supervision of the Procuring Entity, in accordance with ITT 4.7. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4 PRICE SCHEDULE FORMS

No	Titles with required specifications	Author	Publisher	ISBN	Year	Qty	Unit Cost (Inclusive Of All Taxes)	Total Cost (Inclusive Of All Taxes)
	Agricultural Sciences							
1.	A colour atlas for postharvest diseases and disorders of fruits and vegetables Vol.1 General introduction and fruits.	Snowdown , A. L.	Wolfe Scientific.	18407 60257	1990	1		
2.	A colour atlas for postharvest diseases and disorders of fruits and vegetables Vol. 2	Snowdown , A. L.	Wolfe Scientific.	72341 6362	1990	1		
3.	Illustrated genera of imperfect fungi	Barnett, H. L. & Hunter B. B.	McMillan Publishing Co. Burgess Publishing	978-08905 41920	1998	2		
4.	Illustrated genera of Ascomycetes	Hanlin, R. T.	American Pathological Society	978-08905 41074	1990	2		
5.	Illustrated genera of rust fungi	Cummins, G. B.	McMillan Publishing Co. Burgess Publishing	978-08905 43047	2003	1		
6.	Vegetable diseases and their control. 2nd. Edn.	Sherf, A. F. & MacNab, A. A.	Wiley-Interscience	978-04710 58601	1986	1		
7.	Colletotrichum - Biology, Pathology and Control	Bailey, J.A. & Jeger, M.J.	CABI Press	978-08519 87569	1990	1		
8.	The preservation and maintenance of living fungi Smith and Onions	Smith, D. & Onions, A.H. S	CABI Press	978-08519 89020	1994	1		
9.	Principles of diagnostic Techniques in Plant pathology	Fox, R.T.V.	American pathological Society (APS).	978-08519 87408	1993	2		
10.	Diseases and Pests of ornamental plants. 5th. Edition.	Pirone, P.P.	Wiley	97804 71072 492	1978	1		
11.	Maintenance of micro-organisms and cultured cells – a manual for laboratory methods. 2nd. Edition	Kirsop, B.E. & Doyle, A.	Academic Press	978-01241 03511	1991	2		
12.	Plant parasitic nematodes in subtropical and tropical	Luc, M., Sikora, R.	CAB International	97808 51997	2005	1		

	agriculture 2nd edition.	A. & Bridge, J. (Eds).		278				
13.	Dematiaceas Hypomycetes	Ellis, M.B.	CABI Press	9780851997278	1971	1		
14.	More Dematiaceas Hypomycetes	Ellis, M.B.	CABI Publishing	978-0851983653	1976	1		
15.	Seed borne diseases and their control	Maude, R.B.	CAB International	851989225	1996	1		
16.	Methods for the diagnosis of bacteria diseases of plants	Lellrott & Stead, D.E.	Oxford	9780851983653	1987	1		
17.	Virus diseases of farm and garden crops	Smith, K.M.	Littlebury & Company Ltd, Worcester	0851989225	1945	2		
18.	Viruses of tropical plants	Brunt, A., Cratree, V. & Gribbs, A.	CAB International	0-851098-663-36	1990	1		
19.	Principles and procedures of statistics	Steel, G.D. & Torrie, J.H.	McGraw Hill Text		1980	2		
20.	Crop Loss assessment and pest management	Teng, P. S. (Ed.)	Amer Phytopathologic al Society	08510986633	1987	1		
21.	The plant disease clinic and field diagnosis of abiotic diseases.	Shurtleft, M. C. & Aveli, C. W.	Amer Phytopathologic al Society	9780070609259	1996	1		
22.	Horticulture: principles and practices. 4th ed.	Acquaah, G.	Pearson Prentice Hall publishers.	9780890540794	2008	1		
23.	Fundamentals of Horticulture. 4th ed.	Edmond J.B., Senn T.L., Amdrews F.S., Halfacre R.G	McGraw-Hill, Inc.	9780890542170	1978	2		
24.	Ornamental Horticulture: Science Operations and Management. 3rd ed.	Ingels, J. E.	Delmar Cengage Learning publishers, U.S.A.	9780131592476	2001	2		
25.	The Role of Horticultural Crops in Agricultural Diversification in East Africa.	Wurster, R.T. and Jensen.	Makerere University, Kampala,	0070189854	1969	2		

		W.V.	Uganda					
26.	Seed Science and Technology Laboratory Manual (1st edition)	McDonald, M.B. and Copeland L. O.	Wiley-Blackwell. New York	81380 1907	2007	2		
27.	Principles of Seed Science and Technology. 4th edition.	Copeland, L. O. and McDonald, M. F.	Springer, New York.	79237 3227	2001	1		
28.	Seed Quality: Basic Mechanisms and Agricultural Implications.	Amarjit S. B.	Food Products. New York.	08138 01907	1995	2		
29.	International Rules for Seed Testing (ISTA),	International Seed Testing Association	Bassersdorf Switzerland	07923 73227	2005	2		
30.	Seed Supply Systems in Developing Countries.	Louwaars, N.P. and Marrewijk, G.A.M.	CTA, Wageningen	97803 67025 533	1996	2		
31.	Anatomy of Seed Plants.	Esau K.,	John Wiley and Sons.	04712 45208	1977	1		
32.	Crop Physiology.	Evans L.T.	Cambridge University Press	52120 4224	1978	2		
33.	Photosynthesis. Studies in Biology no. 37, 3rd edition	Hall, D.O. and Rao K.K.	Edward Arnold	9.7807 1E+12	1981	1		
34.	Plant Growth analysis. Studies in Biology no.96-	Hunt, R.	Edward Arnold.	71312 6965	1981	1		
35.	Plant Physiological Ecology.	Lambers H., F.S.Chapin and T.L.Pons	Springer	38778 3407	2000	2		
36.	Class Experiments in Plant Physiology.	Meidner H	George Allen &Unwin.	978-00458 10154	1984	2		
37.	The Vegetable & Herb Expert.	<u>D. G. Hessayon</u>	Transworld Publishers Limited.	90350 5460	1997	1		
38.	Landscaping Principles and Practices. 7th edition	<u>Jack E. Ingels</u>	Cengage Learning	978-14283 76410	2009	1		
39.	Better homes and gardens). Step-by-step landscaping. 2nd edition	Better Homes & Gardens	Meredith Corp. Pennsylvania State University	978-06962 30820	2007	1		
40.	Anyone Can Landscape!	<u>Joel M. Lerner</u>	Ball Pub. Pennsylvania State University	9.7818 8E+12	2001	2		
41.	Sunset ideas for landscaping &	Robert G.	Lane Pub. The	9.7803	1978	2		

	garden remodeling.	Bander	University of Virginia	8E+12				
42.	Landscape Planning: Practical Techniques for the Home Gardener	<u>Judith Adam</u>	Firefly Books	15540 72581	2008	2		
43.	Landscape Makeovers:	Dave Hauptert, Jan Rikkenbach	Meredith Books.	69621 7643	2004	2		
44.	Landscape design: A Practical Approach.	Leroy Hannebaum	Pearson	978- 01301 05813	1981	1		
45.								
46.	Handbook of herbs and Spices.	K.V. Peter Kerala	Woodhead Publishing	9.7818 6E+12	2006	1		
47.	Gourmet Herbs: Classic and Unusual Herbs for Your Garden and Your Table	<u>Beth Hanson</u>	Sterling Publishing	18895 38213	2001	2		
48.	Growing & Using Herbs Successfully.	Betty E. M. Jacobs, Charles H. Joslin	Storey Books, Canada	9.7808 8E+12	1981	2		
49.	Vegetable Diseases (Colour Handbook).	Koike S. T., Gladders P., Paulus, A.O.	Academic Press. New York.	9.7818 4E+12	2007	1		
50.	Fruit and Vegetable Production in Africa.	Rice R.P. and L.W. Rice.	Macmillan Publishers	33346 8503	1986	1		
51.	Vegetables in the Tropics.	Tindall H.D.	Hong Kong Publishers.	9.7803 3E+12	1993	2		
52.	Vegetable Production in the Tropics.	Williams C.N., Uzo J.O. and W.T.H. Peregrine	Intermediate Tropical Agriculture Series Publishers.	58260 6098	1991	2		
53.	Plant Tissue Culture. An introductory text	Sant., S.B. Prem, K.D.	Kakyani publishers, New Delhi.	9.7881 3E+12	2011	1		
54.	Plant tissue and cell culture.	Street, H. E.	Blackwell Scientific Publications, Oxford.	63209 0103	1973	2		
55.	Plant tissue culture.	Butcher, D. N., and D. S. Ingram	Arnold, London.	9.7807 1E+12	1976	2		
56.	Plant Cell and Tissue Culture.	Trevor, A. T.	Kluwer Academic Publishers	9.7894 E+12	1998	2		
57.	Ornamental Horticulture: Science,	<u>Jack Ingels</u>	Delmar	9.7807	2000	2		

	Operations & Management.		Thomson Learning	7E+12				
58.	Experiments in plant tissue culture. Second edition.	Dodds, J. H., and L. W. Roberts.	Cambridge University Press, New York.	05214 78928	1985	2		
59.	Introduction to "in vitro" propagation.	Wetherell, D. F.	Avery Publishing Group Inc.,	9.7809 E+12	1982	2		
60.	Ecologically based integrated pest management	Koul, O	CABI publishing, UK	9.7818 5E+12	2007	1		
61.	Tropical fruits vol. I	Paull, R	CABI; 2nd edition, UK	18459 36728	2011	1		
62.	Tropical fruits vol. II	Paull, R	<u>CABI Publishing, UK</u>	18459 37899	2013	1		
63.	Bananas and plantains 2nd ed.	Robinson, J	<u>CABI Publishing, UK</u>	9.7818 5E+12	2010	2		
64.	Food versus fuel: an informed introduction to biofuels	Calle, F	Zed Books	18481 33839	2010	2		
65.	Famine and survival strategies: a case study from North-East Ethiopia	Rahmato, D	The Nordic Africa Institute	91710 63145	1991	2		
66.	Adaptive strategies in African arid lands	Bovin, M	Scandinavian Institute of African Studies	91710 63110	1990	2		
67.	Inducing food insecurity: perspectives on food policies in Eastern and Southern Africa	Salih, M.A	Nordic Africa Institute	91710 63595	1994	2		
68.	Women & IPM: crop protection practices & strategies	Van de Fliert, E	Practical Action	18533 94823	2000	2		
69.	Vegetable production & marketing in Africa: socio-economic research	Mithofer, D	<u>CABI Publishing</u>	9.7818 5E+12	2011	2		
70.	Food Security in Africa & Asia: strategies for small scale agricultural development	Bakker, H	CABI Publishing	9.7818 5E+12	2011	2		
71.	Crop stress management & global climate change	Araus, J	CABI Publishing	9.7818 5E+12	2011	1		
72.	Environment & Ecology	Rajagopalan , R	Oxford University Press	19806 1137	2009	2		
73.	Coffee pests, diseases and their management	Waller, J	CABI Publishing	<u>9.7818 5E+12</u>	2007	2		
74.	Principles of horticultural physiology	Durner, E	CABI Publishing	17806 40250	2013	2		
75.	Sustainable livestock management for poverty alleviation & food security	Vant Hooft, K	CABI Publishing	9.7818 5E+12	2012	1		

76.	A livelihood from fishing: globalization & sustainable fisheries policies	Le Sann, A	Practical Action	18533 93983	1997	2		
77.	Impact of science on African agriculture & food security	Yasekeram, P	CABI Press	9.7818 5E+12	2007	2		
78.	The African food crisis: lessons from the Asian Green Revolution	Durfeldt, G	CABI Press	85199 9980	2005	2		
79.	Crop wild relatives: a manual of in city conservation	Hunter, D	Earthscan	9.7818 5E+12	2010	2		
80.	Confronting global warming, farming & the food security	Miller, D	Greenhaven Press	73775 1738	2011	2		
81.	Hidden hunger	Biesalski, H	Springer	36423 39492	2013	2		
82.	Cover crops in small holder agriculture	Anderson, S	Practical Action	18533 95307	2001	2		
83.	Climate change & Agriculture in Africa	Ariel, D	Routledge	41585 2838	2015	2		
84.	Tropical Roots & tuber crops	Lebot, V	CABI Press	9.7817 9E+12	2019	2		
85.	The food of financial crises in sub-Saharan Africa: origins, impacts & policy implications	Lee, D	CABI Press	9.7818 5E+12	2012	2		
86.	Global pesticide resistance in arthropods	Whalon, M	CABI Press	9.7818 5E+12	2008	1		
87.	African small holders food crops, markets & policy	Djurfeldt, G	CABI Press	18459 37163	2011	1		
88.	Biorational tree-fruit pest management	Aluja, M	CAPI Press	18459 34849	2009	2		
89.	Developments in biotechnology & bioprocessing	Konlordjiatt, A	American Chemical Society	84122 9104	2013	2		
90.	The fungi	Carlile, M	Academic Press	978- 01273 84467	2001	2		
91.	FAO animal production & health: quality assurance for microbiology in fed analysis laboratories	Cowie, R	Food & Agriculture Organization	92510 76561	2013	2		
92.	Natural crop protection in the tropics	Stoil, G	Verlag Josef Margraf	978- 39243 33430	1986	2		
93.	The tropical agriculturalist: coconut	Miękka Oprawa	Macmillan Education	978- 03335 74669	1998	2		
94.	The tropical agriculturalist: food crops & drought	Ashley.J	Macmillan Education	33359 8318	1999	2		
95.	The tropical agriculturalist: sugar cane	Fauconnier, R	Macmillan Education	33357 0758	1993	1		

96.	Guide to Extension Training	Oakley P. and C. Garforth	FAO, Rome	92-5-101453-1	1997	5		
97.	Agricultural Extension: A Reference Manual	Maunder, A.H.	FAO, the United Nations	92-5-200405-1	1972	5		
98.	Extension in Rural Communities	Savile, A. H.	OUP	978-0198594062	1965	5		
99.	Progress in Rural Extension and Community Development	Jones, C.C. and Rolls, M.	John Wiley & Sons	471100382	1980	5		
100.	Principles of Management and Administration	Bose D.C	Prentice Hall	978-8120345812	2004	2		
101.	Organizational Behavior: Human Behavior at Work	Newstrom, John W. & Davis, Keith	McGraw-Hill, New York	978-0072396751	1993	3		
102.	Communication for Rural Innovation: Rethinking Agricultural Extension, 3 rd Edition.	Leewuis, C. & Van der Ban, A.,	Wiley-Blackwell, Oxford, UK.	978-0632052493	2004	3		
103.	Agricultural Extension, Rural development and Food Security Challenge.	Rivera, W.M. & Qumar, M.K.	FAO, Rome.	92-5-105035-1	2003	5		
104.	Non formal Education Manual	Coverdell, P.D.	Peace corps Center. Washington D.C.	978-0-387-28693-8	2004	5		
105.	Non-formal Education for Training in Integrated Production and Pest Management in Farmer Field Schools	Amedzro, A.D.K. & Youdeowei, A.	Ghana University Press	9.78996E+12	2005	5		
106.	Agricultural Extension Worldwide	Rivera, W.M and S.G. Schraum (Eds).	Routledge Kegan & Paul	978-0709942382	1987	3		
107.	Agricultural Extension Systems in some African and Asian Countries.	Von Banckenberg, P.	Food & Agriculture Org	978-9251014615	1984	5		
108.	Communicating science in social contexts, New models, New Practices	D., Claessens, M., Gascoigne, T., Metcalfe, J., Schiele,	Springer, New York	978-1-4020-8598-7	2008	3		

		B & Shi. S. (Eds.)						
109.	The Craft of Scientific Presentations: Critical Steps to Succeed and Critical Errors to Avoid	Alley, M.	Springer, New York	978-0387955551	2007	3		
110.	Hand Book of Public Communication on Science and Technology.	Bucchi, M. & Trench B.	Routledge, London	978-0415386173	2008	3		
111.	Extension Education and Communication	Dubey, V.W.	New Age International Publishers. New Delhi	9.78812E+12	2008	5		
112.	An Analysis of models related to Extension Education for Agricultural and Rural development	Climent, J.B.	Cornell University, New York.		1990	5		
113.	Improving Agricultural Extension: A Reference Manual	Swanson, B. E. (Eds)	F.A.O., Rome.	92-5-104007-9	1997	5		
114.	Agricultural Extension: The Kenya Experience	Gautam, M.	World Bank, Washington D. C.	978-0821347584	2000	3		
115.	Agricultural Extension in developing Countries,	Adams, M. E.	Longman group Ltd.	978-0582650251	1982	5		
116.	Concepts and practices in Agricultural Extension in Developing Countries: A Source Book.	Anandajayas ekeram P, Puskur R, Sindu Workneh and Hoekstra D.	ILRI, Nairobi, Kenya	92–9146–217–9	2008	5		
117.	Fundamentals of Rural Sociology and Educational Psychology	Hemant Kumawat	Independently published	978-1673438185	2019	3		
118.	Organizational Behavior	Ashraf, T.	Regal Publications	978-8184843095		3		
119.	Animal Production Farm – An Introduction to Animal Science, 3 rd Edition Scientific	Taylor, RE and Bogart, R.	Collier Macmillan.	B008T1UW96	1988	3		
120.	Handbook of Livestock Management, 4 th Edition	Battaglia R.	Pearson	131189336	2006	2		
121.	Beef Production Management and Decisions, 5 th Edition.	Tom, F. and Robert, T.	Pearson	131198386	2006	2		

122.	Animal Nutrition, 6 th Edition	Greenhalgh, JFD, Morgan, CA, Edwards, R and MacDonald, P	Pearson Canada	58241 9069	2002	3		
2. NATURAL RESOURCES								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	Tilapias: Biology and Exploitation. Fish and Fisheries Series	Beveridge, M. C. M and McAndrew, B. J	Kluwer Academic Publishers, Dordrecht, Netherlands	0-7923-6391-4	2000	1		
2.	Fish diseases: Diagnosis and Treatment	Fish diseases: Diagnosis and Treatment	Wiley-Blackwell	978-0-813-80697-6	2016	1		
3.	The Diversity of Fishes; Biology Evolution and Ecology	G. Helfman, BB Collette, DE Facey and BW Bowen	Wiley-Blackwell	978-1-405-12494-2	2009	1		
4.	Environmental Biology of Fishes	Jobling, M.	Chapman and Hall, London, Great Britain.	0-412-58080-2	1995	1		
5.	Fisheries Ecology, Second Edition	Pitcher, T.J. and Halt, P.	Chapman and Hall, London UK	07099-2057-1	1982	1		
6.	Wildlife Ecology, Conservation, and Management, 3rd Edition	John M. Fryxell, Anthony R. E. Sinclair, Graeme Caughley	Wiley-Blackwell	978-1-118-29106-1	2014	1		
7.	The Birds of East Africa: Kenya, Tanzania, Uganda, Rwanda, Burundi (Princeton Field Guides, 38)	Terry Stevenson <u>John Fanshawe</u>	Princeton University Press	69112 6658	2002	1		
8.	The Kingdon Field Guide to African Mammals: Second Edition	<u>Jonathan Kingdon</u>	Princeton University Press	69116 4533	2015	1		
9.	Photographic Guide to Snakes, Other Reptiles and Amphibians of	Bill Branch	Random House Struik LTD	9.7817 7E+12	2005	1		

	East Africa							
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	Management Information Systems: Managing the Digital Firm, 16th Edition	Jane Laudon and Kenneth C. Laudon	Pearson	978-0135191798	2020	1		
2.	Foundations of Python Network Programming: The comprehensive guide to building network applications with Python (Books for Professionals by Professionals) 2nd ed. edition	John Goerzen ,Tim Bower and Brandon Rhodes	Apress;	978-1430230038	2010	2		
3.	Introduction to Machine Learning with Python: A Guide for Data Scientists	Andreas C. Müller, Sarah Guido	O'Reilly Media, Inc.	9.78145E+12	2016	1		
4.	Software Engineering, 10th Edition Paperback	Ian Sommerville	Pearson India	978-9332582699	2018	1		
5.	Practice of System and Network Administration, The: Volume 1: DevOps and other Best Practices for Enterprise IT 3rd Edition	Thomas Limoncelli, Christina Hogan, Strata Chalup	Addison-Wesley Professional	978-0321919168	2016	1		
6.	Network Warrior, 2nd Edition	Gary A. Donahue	O'Reilly Media, Inc.	9.78145E+12	2011	2		
7.	The Illustrated Network, 2nd Edition	Walter Goralski	Morgan Kaufmann	9.78013E+12	2017	2		
8.	Core Concepts of Information Technology Auditing 1st Edition	James E. Hunton, Stephanie M. Bryant, Nancy A. Bagranoff	Wiley	978-0471222934	2003	1		
9.	Computer Networks, Fifth Edition	David J. Wetherall, Andrew S. Tanenbaum	Pearson education	9.78013E+12	2010	1		
3. COMPUTER SCIENCE & INFORMATICS								
4. BIOLOGICAL AND PHYSICAL SCIENCES								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	Introduction to Animal Physiology	Dr. Ian Kay	CRC Press	9781000102	2020	3		

				284				
2.	Methods in Animal Physiology	Zdenek Deyl	CRC Press	97813 51091 374	2019	3		
3.	Comparative Animal Physiology	Philip Carew Withers	Saunders College	97800 30128 479	1992	3		
4.	Cell Biology	Thomas Dean Pollard, William C. Earnshaw, Jennifer Lippincott- Schwartz, Graham Johnson	Elsevier	97803 23399 940	2017	3		
5.	Molecular Biology: Different Facets	Anjali Priyadarshin i, Perna Pandey	Taylor& Francis Group	97817 74631 369	2021	5		
6.	Techniques and Methods in Biology	Ghatak K. L.	Asoke k. Ghosh	97881 20341 715	2011	5		
7.	Likelihood Methods in Biology and Ecology: A Modern Approach	Michael Brimacombe	CRC Press	9.7815 8E+12	2018	3		
8.	Animal Classification: A Guide to Vertebrates	Polly Goodman	Wayland	9.7807 5E+12	2007	3		
9.	General Zoology: Investigating the Animal World	Dennis Holley	Dog Ear Publishing	9.7814 6E+12	2016	3		
10.	Zoology Laboratory Manual: An Integrative Approach	Donald Burt, Matthew Kwiatkowsk i, Justin Sullivan	Kendall Hunt Publishing	9.7881 5E+13	2020	3		
11.	Neuroendocrinology: An Integrated Approach	David A. Lovejoy	John Wiley& Sons, Ltd	47084 4310	2005	3		
12.	PARASITOLOGY (Protozoology and Helminthology)	Chatterjee	CBS Publishers & Distributors Pvt Ltd, India	978- 81239 18105	2017	3		
13.	Fundamentals of Aquatic Ecology	Barnes, R. S. K. & Mann K.H.	Wiley- Blackwell Science Ltd		2009	2		
14.	An Introduction to the Study on Insects	<u>Donald</u> <u>Joyce</u> <u>Borror</u>		978- 00308 84061	1976	1		

15.	Medical Entomology	Editors: Eldridge, B.F., Edman, John (Eds.)	A Textbook on Public Health and Veterinary Problems Caused by Arthropods	978-1402014130.	2001	3		
16.	Methods in Ecological and Agricultural Entomology.	David Dent, M.P. Walton.	CAB International.	9.78085E+12	1997	3		
17.	A TEXTBOOK OF PLANT PHYSIOLOGY	S.K.SIHNA	Centrum Press NEW DELHI-110002 (INDIA)	978-93-5084-289-8	2013	3		
18.	BOTANY: An introduction to Plant Biology	James D. Mauseth	Ascend Learning Company	9.78128E+12	2016	2		
19.	PLANT TAXONOMY	O. P. Sharma	MC GRAW HILL INDIA; 2nd edition	978-0070141599	2013	2		
20.	A TEXT-BOOK OF BOTANY: Morphological and Physiological	Sachs, J. & Thiselton Dyer	Cambridge University Press	9.78114E+12	2011	2		
21.	A TEXTBOOK OF BOTANY: Angiosperms - Taxonomy, Anatomy, Embryology and Economic Botany	S. N. Pandey	S Chand & Co Ltd;	978-8121904049	2001	2		
22.	Principles of Microbiology	Geeta Sumbala	Tata McGraw Hill Publishing Ltd	9.78007E+12	2017	5		
23.	General Microbiology	Rajeswari K Reddy	New Age International.	8122426719	2009	3		
24.	Principles of Modern Microbiology	Mark L. Wheelis	Jones and Bartlett P	978-0763710750	2007	5		
25.	Water Microbiology Wastewater-gotten this	Halrold J Benson	W C B Publishers	978-0763710750	2001	5		
26.	<i>Principles of Virology</i>	Glenn	ASM science	978-1555819347	2008	3		
27.	Essentials of Microbiology	Rajesh Bhatia, Ichhpujani RI	Jaypee Brothers		2007	2		
28.	Advanced Environmental Chemistry	V K Ahluwalia		9.78818E+12	2017	2		
29.	Green Chemistry	V K	Alpha Sciences	18426	2013	1		

		Ahluwalia		57534				
30.	Advances in Heterocyclic Chemistry	Eric F.V. Scriven, Christopher A. Ramsden	Academic Press	01282 09852	2021	1		
31.	Photochemistry	Carlotta Raviola, Stefano Protti	Royal Society of Chemistry	18391 6140X	2020	1		
32.	Green Techniques for Organic Synthesis and Medicinal Chemistry	Wei Zhang	Wiley	9.7804 7E+12	2012	1		
33.	Amino Acids, Peptides and Proteins in Organic Chemistry, Protection Reactions, Medicinal Chemistry, Combinatorial Synthesis	Andrew B. Hughes	Wiley-VCH	9.7835 3E+12	2011	2		
34.	Modern Green Chemistry and Heterocyclic Compounds: Molecular Design, Synthesis, and Biological Evaluation (Innovations in Physical Chemistry)	Ravindra S. Shinde, A. K. Haghi	Apple Academic Press	17718 88326	2020	2		
35.	Environmental Toxicants: Human Exposures and Their Health Effects, 4th Edition	Morton Lippmann, George D. Leikauf	Wiley	978-1-119-43891-5	2020			
36.	Organic Synthesis: The Disconnection Approach	Stuart Warren and Paul Wyatt	Wiley	ASIN : B01A 64DO7 A	2008	3		
37.	Quantum Chemistry	Ira N Levine	Pearson Education	1.3978 E+14	2014	3		
38.	Concepts of Modern Physics	Arthur Beiser	Mcgraw Hill Kogarusha LTD	70043 634	2014	5		
39.	Essentials of Biochemistry	Pankaja Naik	JAYPEE BROTHERS MEDICAL PUBLISHERS (P) LTD	978-93-5025-491-2	2012	3		
40.	Lippincott's Illustrated Reviews in Biochemistry Fifth Edition	R.A.Harvey and D.R.Ferrier	Wolters Kluwer Health /Lippincott Williams & Wilkins	978-1-60831-412-6	2011	3		
41.	Ecological Biochemistry: Environmental and Interspecies Interaction	Edited by Gerd-Joachim Krauss	Wiley-VCH Verlag GmbH & Co.	978-3-527-31650-2	2015	3		

		and Dietrich H. Nies						
5. BUSINESS & ECONOMICS								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	International Economics	<u>Dominick Salvatore</u>	Wiley	978-1-119-55495-0	2019	2		
2.	Comparative Economic Systems: Culture, Wealth, and Power in the 21st Century	<u>Steven Rosefielde</u>	Wiley	978-1-119-16121-9	2015	3		
3.	Handbook of the Economics of Innovation and Technological Change	Paul Stoneman		978-0-631-19774-4	1995	5		
4.	Principles of Econometrics, 5th Edition	R. Carter Hill, William E. Griffiths, Guay C. Lim	Wiley	978-1-119-32094-4	2018	3		
6. EDUCATION								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	Secondary Syllabus Volume II	KICD	KICD	9966-31-552-7	2012	5		
2.	Teaching Sec Chemistry	Twoli, N.W.	Nehema Publishers	9966-7049-4-9	2012	5		
3.	Methods of Teaching Biology	Maundu and Muthwii	Nehema Publishers		2012	5		
4.	Principles and Practice of Education	Farrant, J.S.	Longman	0-582-60772-8	2018	5		
5.	Encyclopedia of Education and Information Technologies	Tatnall, A. (Ed)	Springer International Publishing	978-3-030-10576-1	2020	2		
6.	Teaching in the Online Classroom: Surviving and Thriving in the New Normal	Lemov, D.	Jossey-Bass	978-1-119-76293-5	2020	5		
7.	Methods of Teaching Geography	Basha, S. A. S.	Discovery Publishing House	81-7141-807-4	2014	2		
8.	Methods of Teaching Religious	Marime, M.	LAP Lambert	36599	2016	3		

	Education in Secondary Schools		Academic Publishing	08967				
	Cost-Benefit Analysis 6 th Edition	<i>E. J. Mishan</i>	Routledge	9781138492752	2021	2		
7. ENVIRONMENTAL STUDIES								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	Conservation Biology in sub-Saharan Africa	John W. Wilson & Richard B. Primack	Open Book Publishers; Hardback ed. edition (August 27, 2019)	978-1783747511	2019	1		
2.	Fundamentals of Conservation Biology 3rd Edition	Malcolm L. Hunter Jr. & James P. Gibbs	Wiley-Blackwell; 3rd edition	978-1405135450	2016	2		
3.	Stress Physiology of Tea in the Face of Climate Change	Wen-Yan Han, Xin Li, et al.	Springer; 1st ed. 2018 edition (November 23, 2018)	978-9811321399	2018	2		
4.	Physiology of plants under stress: Soil and biotic factors (Volume 2)	Orcutt, D. M., & Nilsen, E. T. (2000).	John Wiley & Sons.	978-8126544660	2013	1		
5.	Fundamentals Of Aquatic Toxicology: Effects, Environmental Fate And Risk Assessment 2nd Edition	Gary M. Rand	CRC Press; 2nd edition (August 6, 2020)	978-1560320913	2020	1		
6.	Earth Systems: Processes and Issues	W. G. Ernst	Cambridge University Press (March 13, 2000)	978-0521473231	2000	2		
7.	Earth Surface Processes	Philip A. Allen	Wiley Online Library	9.78063E+12	2000	1		
8.	Evolutionary Analysis 5th Edition	Jon Herron & Scott Freeman	Pearson; 5th edition (August 12, 2013)	978-0321616678	2013	1		
9.	Evolutionary Genetics: Concepts and Case Studies Illustrated Edition	Charles W. Fox & Jason B. Wolf	Oxford University Press; Illustrated edition (April 27, 2006)	978-0195168181	2006	1		
10.	Handbook of Hazards and Disaster Risk Reduction 1st Edition	Wisner, B., Gaillard, J.C. and	Routledge; 1st edition	978-0415590655	2012	1		

		Kelman, I						
11.	Disaster Management: International Lessons in Risk Reduction, Response and Recovery 1st Edition	Alejandro Lopez-Carresi, Maureen Fordham, Ben Wisner, Ilan Kelman & Jc Gaillard	Routledge; 1st edition (December 9, 2013)	978-1849713474	2013	2		
12.	Ecological Census Techniques 2ed: A Handbook 2nd Edition	William J. Sutherland	Cambridge University Press; 2nd edition (August 14, 2006)	978-0521606363	2006	2		
13.	Design and Analysis of Ecological Experiments 2nd Edition	Samuel M. Scheiner	Oxford University Press, U.S.A.; 2nd edition (April 26, 2001)	978-0195131888	2001	1		
14.	Ecological Methods	Peter A. Henderson & T. R. E. Southwood	Wiley-Blackwell; 4th edition (April 4, 2016)	978-1118895276	2016	3		
15.	The A--Z of Social Research: A Dictionary of Key Social Science Research Concepts	Robert Lee Miller	SAGE Publications Ltd; First edition (March 24, 2003)	978-0761971337	2003	1		
16.	After Method: Mess in Social Science Research (International Library of Sociology)	John Law	Routledge; 1st edition (September 28, 2004)	978-0415341752	2004	2		
17.	Tropical Stream Ecology (Aquatic Ecology) 1st Edition	David Dudgeon	Academic Press; 1st edition (January 10, 2008)	978-0120884490	2008	1		
18.	Pollution and Fish Health in Tropical Ecosystems 1st Edition	Eduardo Alves de Almeida & Ciro Alberto de Oliveira Ribeiro	CRC Press; 1st edition (December 13, 2013)	978-1482212877	2013	1		
19.	Land-Use Change Impacts on Soil Processes: Tropical and Savannah Ecosystems	Francis Q. Brearley & Andrew D. Thomas	CABI (November 16, 2015)	978-1780642109	2015	1		
20.	Soil Pollution: Processes and Dynamics 1996th Edition	Bruno Yaron,	Springer; 1996th edition	978-35406	1996	1		

		Raoul Calvet & Rene Prost	(July 16, 1996)	09278				
21.	Environmental Pollution by Pesticides (Environmental Science Research Series) 1st Edition	C. Edwards	Springer (December 1, 2012)	978-1461589433	2012	2		
22.	Environmental Law Handbook 24th Edition	Kevin A. Ewing et al.	Bernan Press; 24th edition (October 14, 2019)	978-1641433501	2019	2		
23.	Air Pollution: Its Origin and Control 3rd Edition	Kenneth Wark, Cecil Warner, & Wayne Davis	Pearson; 3rd edition (November 13, 1997)	978-0673994165	1997	1		
24.	At Loggerheads?: Agricultural Expansion, Poverty Reduction, and Environment in the Tropical Forests (Policy Research Reports)	World Bank	World Bank Publications (November 28, 2006)	978-0821367353	2006	2		
25.	Poverty and the Environment: Understanding Linkages at the Household Level (Environment and Sustainable Development)	World Bank	World Bank Publications (November 15, 2007)	978-0821372234	2007	2		
26.	Experimental Design and Data analysis for Biologists.	Quinn GP and Keough MJ. 2002.	Cambridge.	ISBN-13: 978-0521009768	2002	1		
27.	Fundamentals of Ecology 5th Edition	Eugene Odum (Author)	Cenage Learning; 5th edition (November 15, 2017)	978-8131500200	2017	2		
28.	Freshwater Ecology: Concepts and Environmental Applications of Limnology (Aquatic Ecology) 3rd Edition	Walter Dodds & Matt Whiles	Academic Press; 3rd edition (May 7, 2019)	978-0128132555	2019	1		
29.	Ecological Methodology (2nd Edition) 2nd Edition	Charles J. Krebs	Benjamin Cummings; 2nd edition (August 2, 1998)	978-0321021731	1998	2		
30.	Environmental Microbiology of Aquatic and Waste Systems.	Okafor N. 2010.	Springer Dordrecht Heidelberg London New York, Library of Congress	ISBN 978-94-007-1459-5	2010	2		

			Control Number: 2011930674.					
31.	Environmental microbiology.	Pepper, I. L., Gerba, C. P., Gentry, T. J., & Maier, R. M. (Eds.). (2014).	Academic press. (Available online as Google Book)	978-0123946263	2014	2		
32.	Environmental Microbiology and Microbial Ecology	Larry L. Barton & Robert J. C. McLean	Wiley-Blackwell; 1st edition (March 26, 2019)	978-1118966266	2019	1		
33.	Lessons in Environmental Microbiology	Roger Tim Haug	CRC Press; 1st edition (August 7, 2019)	978-1138336582	2019	1		
34.	Environmental biotechnology (Vol. 283). New York: OXFORD university press	Scragg, A.H., 2005.	Oxford University Press; 2nd edition (September 22, 2005)	978-0199268672	2005	2		
35.	Environmental Biotechnology: Principles and Applications, Second Edition 2nd Edition	Bruce Rittmann & Perry McCarty	McGraw-Hill Education; 2nd edition (March 3, 2020)	978-1260441604	2020	1		
36.	Environmental Biotechnology For Soil and Wastewater Implications on Ecosystems	Rita Kundu, Rajiv Narula & Rajashree Paul	978-9811368479	Springer (June 27, 2019)	2019	1		
37.	Environmental law : scientific, policy and regulatory dimensions / Lee Godden and Jacqueline Peel	Godden, Lee. Peel, Jacqueline.	9.7802E+12	Oxford University Press	2009	1		
38.	Environmental Law	Stuart Bell; Donald McGillivray ; Ole W. Pedersen; Emma Lees; Elen Stokes	9.7802E+12	Oxford University Press	2017	2		
39.	Environmental law: text, cases, and materials	Elizabeth Fisher; Bettina Lange; Eloise	9.7802E+12	Oxford University Press	2019	2		

		Scotford						
40.	Climate ethics : essential readings	Gardiner, Stephen Mark.	ISBN : 9780195399622	Oxford Univer sity Press	2010	1		
		Shue, Henry						
41.	Environmental Ethics: An Anthology	Andrew Light, Holmes Rolston III (Editors)	ISBN: 978- 0631222941	Black well Publis hers	2003	2		
42.	Principles of remote sensing: an introductory textbook	K. Tempfli, G.C. Huurneman, W.H. Bakker, L.L.F. Janssen, et al.	ISBN 978-90- 6164-270-1	Univer sity of Twent e	2009	2		
43.	Geographic information systems : applications in natural resource management	Michael G. Wing ; Pete Bettinger	ISBN: 978-0- 19-542610-6	Oxford Univer sity Press	2008	2		
44.	Fundamentals of satellite remote sensing : an environmental approach	Emilio Chuvieco	ISBN: 978-1- 138-58383-2	CRC Press	2020	2		
45.	GIS fundamentals	Stephen Wise	978-1-4398- 8695-3	CRC Press	2014	1		
46.	Imagery and GIS : best practices for extracting information from imagery	Kass Green, Russell G. Congalton, Mark Tukman	978-1-58948- 454-2	ESRI Press	2017	2		
47.	Remote sensing of natural resources	Guangxing Wang, Qihao Weng (Editors)	978-1-4665- 5692-8	CRC Press/ Taylor & Francis Group	2014	2		
48.	Sustainability: A History	Jeremy L. Caradonna	9.78019E+12	Oxford Univer sity Press	2016	2		
49.	Introduction To Environmental Impact Assessment	John Glasson, Riki Therivel	9.78114E+12	Taylor & Francis	2019	2		
50.	Methods of Environmental and Social Impact Assessment	Riki Therivel,	9.78114E+12	Routle dge	2017	2		

		Graham Wood						
51.	The Concepts, Process and Methods of Social Impact Assessment	Rabel J. Burdge	1946201022	Society and Natural Resources Press	2015	2		
52.	Principles of Environmental Toxicology	I. Shaw, J. Chadwick	9.78075E+12	CRC Press	1998	2		
53.	Environmental Toxicology	Sigmund F. Zakrzewski (Editor)	978-0195148114	Oxford University Press	2002	1		
54.	Ecotoxicology A Comprehensive Treatment	Michael C. Newman, William H. Clements	9.78085E+12	CRC Press	2008	1		
55.	Environmental Toxicology	David A. Wright, Pamela Welbourn	9.78051E+12	Cambridge University Press	2012	1		
56.	Introduction to Environmental Toxicology: Impacts of Chemicals Upon Ecological Systems	Landis, Wayne G., Yu, Ming-Ho	978-1-4398-0411-7	CRC Press	2003	2		
57.	Education and the Environment: Creating Standards-Based Programs in Schools and Districts	Gerald A. Lieberman	978-1612506296	Harvard Education Press	2013	2		
58.	Educating for Sustainability	Victor Nolet	978-0415720342	Routledge	2015	2		
59.	Place-Based Education: Connecting Classrooms and Communities	David Sobel, Steven David Johnson	978-1935713050	Orion Society	2004	2		
60.	Conservation Education and Outreach Techniques	Susan Kay Jacobson, Mallory D. McDuff, Martha C. Monroe	978-0198716693	Oxford University Press	2015	2		
61.	Environment and Development: Basic Principles, Human	Stavros G. Pouloupoulos	444627332	Elsevier	2016	1		

	Activities, and Environmental Implications	, Vassilis J. Inglezakis (Editors)						
62.	Energy, Environment and Development	Jose Goldemberg , Oswaldo Lucon	9.78114E+12	Routledge	2009	2		
63.	Introduction to Biotechnology, Books a la Carte Edition	William J. Thieman, Michael A. Palladino	9.78014E+12	Pearson Education	2018	2		
64.	Principles and Applications of Environmental Biotechnology for a Sustainable Future	Ed. Ram Lakhan Singh	9.78981E+12	Springer	2016	1		
65.	Essentials of Ecology	G. Tyler Miller, Scott Spoolman	9.78054E+12	Cengage Learning	2011	2		
66.	Environmental Geography: People and the Environment	Leslie A. Duram	9.78144E+12	ABC-CLIO	2018	2		
67.	Microbial Biodegradation and Bioremediation	Surajit Das	9.78013E+12	Elsevier Science	2018	1		
68.	Environmental Management: Science and Engineering for Industry	I.V Murali Krishna, Valli Manickam, Anil Shah, Naresh Davergave	9.78013E+12	Elsevier Science	2017	2		
69.	Handbook of Solid Waste Management 2nd Edition	Frank Kreith, George Tchobanoglous	978-0071356237	McGraw-Hill Education; 2nd edition (July 13, 2002)	2002	1		
70.	Integrated Solid Waste Management Handbook: For engineers, planners, environmentalists, students and policy (TECHNICAL: ENVIRONMENTAL AND OCCUPATIONAL HEALTH AGRICULTURE) Paperback – April 23, 2016	Augustine Afullo	978-1532902000	Create Space Independent Publishing Platform; 2nd edition	2016	2		

				(April 23, 2016)				
71.	Air Pollution and Health in Rapidly Developing Countries - Illustrated	Gordon McGranahan , Frank Murray	978-1853839856	Routledge (March 1, 2003)	2003	2		
72.	Air Pollution and Forests: Interactions between Air Contaminants and Forest Ecosystems	William H. Smith	978-1461232971	Springer (October 4, 2011)	2011	1		
73.	Atmosphere, Weather and Climate	Roger Barry, Richard Chorley	978-0415160209	Routledge; 7th edition (May 10, 1998)	1998	2		
74.	Dynamics of the Tropical Atmosphere and Oceans (Advancing Weather and Climate Science) 1st Edition	Peter J. Webster	978-0470662564	Wiley-Blackwell; 1st edition (June 8, 2020)	2020	2		
8. FOOD SCIENCE, NUTRITION & TECHNOLOGY								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	Year	QTY		
1.	The Profession of Dietetics	June Payne-Palacio, Deborah	Jones & Bartlett Learning	9.78076E+12	2010	5		
2.	Issues And Choices in Clinical Nutrition Practice	Bloch, A	Jones & Bartlett Learning	978-0781748469	2007	3		
3.	Handbook of Behavior, Food and Nutrition	Victor R. Preedy, Ronald Ross Watson, Colin R. Martin,	Springer publishers, London.	978-0387922706	2011	3		
4.	Nutrition and immune function	Philip C. Calder, Catherine J. Field,	CAB International	9.78085E+12	2002	2		

		Harsharnjit S. Gil						
5.	Research Design: Qualitative, Quantitative and Mixed Methods Approaches 2nd ed	John W. Creswell	Sage Publications, Inc.	14129 65578, 97814 12965 576	2009	5		
6.	Basic environmental health.	Yassi, A., Kjellstrom, T., de Kok, T., Guidotti, T. L	Oxford university press	978-01951 35589	2001	2		
7.	Food security in Sub-Sahara Africa	Devereux S. and Maxwell S.	University of Natal Press. South Africa.	9.7818 5E+12	2001	4		
8.	Essentials of Pharmacology.	Surrender Singh.	New age international publishers	9.7881 2E+12	2010	5		
9.	<u>Food biotechnology</u>	Anthony Pometto, Kallidas Shetty, Gopinadhan Paliyath, Robert E. Levin	CRC Press	9.7814 2E+12	2005	2		
10.	Oxford Handbook of Nutrition and Dietetic	Joan Webster-Gandy, Angela Madden, Michelle Holdsworth	New Delhi Lotus Press	978-01988 00132	2020	3		
11.	Clinical Cases in Dietetics	<u>Fred Pender</u>	Blackwell publishing	9.7814 4E+12	2008	4		
12.	Research: Successful Approaches in Nutrition and Dietetics , 4 th Ed	Linda Van Horn and Judith Beto	Academy of nutrition and dietetics	978-08809 19463	2019	5		
13.	Postharvest Technology and Food Process Engineering	Amalendu Chakraverty, R. Paul Singh	CRC Press	9.7814 7E+12	2014	1		
14.	Unit Operations in Food Engineering (Food Preservation Technology)	Albert Ibarz, Gustavo V. Barbosa-Canovas	CRC Press	9.7815 7E+12	2002	1		
15.	Handbook of food engineering	Heldman, D	CRC Press/	9.7814	2019	2		

		ennis R., Lund, Daryl B., Sabliov, Cristina M	Taylor and Francis	7E+12				
16.	Handbook of Food Processing Equipment	George Saravacos, Athanasios E. Kostaropoulos	Springer	9.7833 2E+12	2015	1		
17.	Epigenetics and Human Health: Linking Hereditary, Environmental and Nutritional Aspects	Alexander Haslberger, Sabine Greßler	Wiley VCH	9.7835 3E+12	2010	2		
18.	Nutrigenomics and Nutraceuticals: Clinical Relevance and Disease Prevention	Yashwant V. Pathak, Ali M. Ardekani	CRC Press	978-1-4987-6511-4	2018	3		
19.	Nutrigenomics	Carsten Carlberg, Stine Marie Ulven, Ferdinand Molnár (auth.)	Springer International Publishing	978-3-319-30415-1	2016	3		
9. HUMAN RESOURCES DEVELOPMENT								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	Organizational learning	Linda Argote	springer	SBN-13: 978-1461452508	2013	2		
2.	Organizational learning II	Chris Argyris & Donald A. Schon	Wesley	ISBN-13: 978-0201629835	2007	2		
3.	<u>Demystifying Organizational Learning</u>	<u>Raanan Lipshitz , Victor J. Friedman, et al.</u>	Sage	ISBN-13: 978-1412913775	2007	2		
4.	<u>Knowledge Management in Theory and Practice</u>	<u>Kimiz Dalkir</u>	The MIT Press	978-0262036870	2017	2		
5.	<u>Doing HR Analytics</u>	Lyndon		978-	2017	1		

		Sundmark		19737 16372				
6.	<u>CEO Leadership: Navigating the New Era in Corporate Governance</u>	Thomas A. Col	University of Chicago Press	978-02266 65160	2019	2		
7.	The Oxford Handbook of Corporate Governance	Mike Wright, Donald S. Siegel, Kevin Keasey, Igor Filatotchev	Oxford University Press	978-01996 42007	2014	1		
8.	<u>The Handbook of Competency Mapping: Understanding, Designing and Implementing Competency Models in Organizations</u>	<u>Seema Sanghi</u>	Sage	978-93859 85157	2016	1		
9.	<u>Performance Management: Changing Behavior that Drives Organizational Effectiveness</u>	<u>Aubrey C. Daniels and John S. Bailey</u>		978-09371 00257	2016	2		
10.	Human Communication	Pearson, et al	McGraw-Hill Education	9.7812 6E+12	2021	3		
11.	The Gender Communication Connection	Teri Kwal Gamble, Michael W. Gamble	Routledge	9.7803 7E+12	2015	3		
12.	Globalization and Media in the Digital Platform Age	Dal Yong Jin	Routledge	9.7803 7E+12	2020	3		
13.	Introduction to International Relations: Perspectives, Connections, and Enduring Questions	John Greico e. al	Mac Millan & Red Globe Press.	978-13520 04229	2019	3		
10. HUMANITIES AND LANGUAGES								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	Mfalme Edipode	Samuel S. Mushi	Oxford University Press (Nairobi)	9.7802 E+12	1971	4		
2.	MUYAKA 19 th Popular Swahili Poetry	Mohamed H. Abdulaziz	Kenya Literature Bureau (Nairobi)	9966-44- 260-x	1994	2		
3.	Nakuruto	Clara Momanyi	Longhorn Publishers Ltd	978 9966	2009	3		

			(Nairobi)	49 470 6				
4.	Tumaini	Clara Momanyi	Vide~Muwa Publishers	9966-739-5-0	2012	3		
5.	Mwongozo wa Janga la Mwerevu	Joseph N. Maitaria	Longhorn Publishers Ltd (Nairobi)	978 9966 31 344 7	2015	4		
6.	Sauti ya Dhiki	Abdilatif Abdalla	Oxford University Press (Nairobi)	97 019 57381 9 3	2012	4		
7.	Kamusi Pevu ya Kiswahili	K.W. WAmittilla na Vide~Muwa Publishers	Vide~Muwa Publishers (Nairobi)	9966-50-009-0	2016	2		
8.	Kichocheo cha ushairi	K.W. WAmittilla	Vide~Muwa Publishers (Nairobi)	9966-50-007-6	2016	2		
	Mwongozo wa Uchambuzi wa Masahiri							
9.	Kinjeketile	Ebrahim N. Hussein	Oxford University Press (Nairobi)	0 19 57202 9 6	1992	2		
11. MATHEMATICS, STATISTICS AND ACTUARIAL SCIENCE								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	Response surface methodology: process and product optimization using designed experiments.	Myers, Raymond H., et al	John Wiley & Sons	978-1-118-91601-8	2016	1		
2.	Financial derivatives: pricing, applications, and mathematics.	Baz, J., & Chacko, G.	Cambridge University Press.	0-521-81510-X	2004	2		
3.	Financial risk forecasting: the theory and practice of forecasting market risk with implementation in R and Matlab	Danielsson, J.	John Wiley & Sons.	978-0-470-66943-3	2011	2		
4.	Guide to mathematical modelling.	Edwards, D., & Hamson, M.	Macmillan International Higher Education.	978-0-333-45935-5	2016	3		
5.	Numerical methods in finance and economics: a MATLAB-based introduction.	Brandimarte , P.	John Wiley & Sons.	978-0-471-74503-	2013	1		

				7				
6.	Mathematical modelling	Kapur, J. N.	New Age International	81-224-0006-X	1988	2		
7.	Mathematical modelling techniques.	Aris, R.	Courier Corporation.	978-0-486-68131-3	1994	2		
8.	Principles and techniques of applied mathematics.	Friedman, B.	Courier Dover Publications.	978-0-486-66444-6	1990	2		
9.	Modern actuarial theory and practice.	Booth, P., et all	CRC Press.	1-58488-368-5	2004	1		
10.	Methods of mathematical finance	Karatzas, I., et all	New York: Springer	978-1-4939-6814-5	1998	1		
11.	Regression modeling strategies: with applications to linear models, logistic and ordinal regression, and survival analysis.	Harrell Jr, F. E.	Springer.	978-3-319-19424-0	2015	2		
12.	Probability for risk management.	Hassett, M. J., & Stewart, D.	Actex Publications.	978-1-56698-583-3	2006	1		
13.	Fundamentals of General Insurance Actuarial Analysis	Jacqueline Friedland; Society of Actuaries.	Schaumburg, Ill. Society of Actuaries	9.78098E+12	2013	2		
14.	Financial enterprise risk management.	Sweeting, P.	Cambridge University Press	9.78111E+12	2017	2		
15.	Regression modelling with actuarial and financial implications.	Frees, E.W.	Cambridge University Press	978-0521760119	2010	2		
16.	Survival analysis. Techniques for censored and truncated data	Klein, J. P.; Moeschberger, M. L.	Springer Verlag	978038721645-4	2003	1		
17.	Fundamentals of private pensions.	McGill, D.M. et al	Oxford University Press	9.7802E+12	2010	1		
18.	Credit risk: modeling, valuation and hedging.	Bielecki, T. R., & Rutkowski, M.	Springer Science & Business Media.	978-3-642-08707-3	2013	2		
19.	Credit risk: pricing, measurement, and management.	Duffie, D., & Singleton,	Princeton university press.	0-691-09046-	2012	2		

		K. J.		7				
20.	Statistics, data mining, and machine learning in astronomy: a practical Python guide for the analysis of survey data.	Ivezić, Ž., Connolly, A. J., VanderPlas, J. T., & Gray, A.	Princeton University Press.	978-0-691-19830-9	2019	2		
21.	Measure theory	Halmos, P. R.	Springer.	978-1-4684-9442-6	2013	1		
22.	An Invitation to Applied Mathematics: Differential Equations, Modeling, and Computation	Carmen Chicone	Nikki Levy	978-0128041536	2016	1		
23.	Basic Abstract Algebra	P. B. Bhattacharya et. al	Cambridge University Press	0-5221-46081-6	1995	2		
24.	Abstract Algebra	W. E. Deskins	Dover Publications	0-486-68888-7	1995	1		
12. NURSING								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	Occupational health nursing	Katie Oakley	Chichester, England ;Hoboken, NJ : John Wiley & Sons,	9.78047E+12	2008	3		
2.	Ethical and Legal Issues in Nursing	Joseph P. Demarco, Gary E. Jones, Barbara J. Daly	Broadview Press.	9.78177E+12	2019	3		
3.	Oxford Textbook of Obstetrics and Gynaecology	Sabaratnam Arulkumaran; William L Ledger; Lynette Denny; Stergios K Doumouchtsis	Oxford,United Kingdom ; New York, NY : Oxford University Press.	9.7802E+12	2020	3		
4.	Communicable Diseases: A Global Perspective	Roger Webber;	Wallingford, Oxfordshire ;	9781786395	2019	3		

		C.A.B. International ,	Boston, MA : CABI	245 17863 9524X				
5.	A Guide to Mental Health and Psychiatric Nursing	R Sreevani	New Delhi: Jaypee.	9.7881 8E+12	2004	3		
6.	Myles' Textbook for Midwives	Diane M Fraser; Margaret A Cooper	Churchill Livingstone.	97807 02040 719 07020 40711	2009	3		
7.	Clinical Chemistry : Fundamentals And Laboratory Techniques	Donna Larson	Saunders	97803 23292 535 03232 92534	2015	3		
8.	Human Resource Management: Theory and Practice	R C Sharma; Nipun Sharma	New Delhi, India: Sage	97893 52804 955 93528 04953	2018	3		
9.	Public Health Management : Principles and Practice	Sunder Lal	Cbs Publ & Dist Pvt Ltd I	93877 42938 97893 87742 932	2018	3		
10.	Introduction To Health Care Management.	Sharon B Buchbinder	Jones & Bartlett Learning	12841 56567 97812 84156 560	2019	3		
11.	Managerial Epidemiology For Health Care Organizations	Peter J Fos; David J Fine; Miguel A Zúniga	Hoboken, NJ: Jossey-Bass & PfeifferImprints , Wiley	97811 19398 813 11193 98819	2018	3		
12.	Medical Sociology In Africa	Jimoh Amzat; Oliver Razum	Cham ; New York : Springer, [2014]	9.7833 2E+12	2014	3		
13.	Community Health and Wellness: Principles of Primary Health Care	Anne McMurray; Ailsa Munns; Jill Clendon	Mosby Australia. /Elsevier Australia,	9.7807 3E+12	2019	3		
14.	Information Technology for Healthcare Managers	Gerald L Glandon; Detlev H Smaltz	Chicago, Illinois : Health Administration Press	9.7816 4E+12	2020	3		

15.	Health Care Economics	Thomas E Getzen; Bruce Allen	Hobon Wiley	9.7804 7E+12	2007	3		
16.	The Law and Policy of Healthcare Financing	Wolf Sauter; Jos Boertjens; Johan Van Manen, (Economist) ; Misja Mikkers	Cheltenham, UK Edward Elgar Publishing Limited.	9.7817 9E+12	2019	3		
17.	Healthcare facility planning	Cynthia Hayward	Chicago, IL : Health Administration Press,	9.7815 7E+12	2016	3		
13. SOCIAL SCIENCES								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	The Blackwell Companion to Sociology	Judith R, Blau	Blackwell Publishers Limited	0-631-21318-X	2004	2		
2.	Education in Africa: Perspectives, Opportunities and Challenges	Motsaathebe , Gilbert	NOVA Science Publishers	9.7815 4E+12	2021	2		
3.	Devolution and Development in Kenya: Selected Issues, Challenges and Remedies	Thuranira, Simon & Ezekiel Mwenzwa	Nsemia Publishers, Inc	978-1-92690 6-61-4	2017	3		
4.	Handbook of the Sociology of Gender	Janet Saltzman Chafetz	Springer Science	978-0387-32460-9	2006	3		
5.	Handbook of Quantitative Criminology	Alex R. Piquero & David Weisburd	Springer Science	978-0-387-77649-1	2010	2		
6.	The Action Research Planner: Doing Critical Participatory Action Research	Stephen Kemmis, Robin McTaggart & Rhonda Nixon	Springer Science	978-981-4560-66-5	2014	2		
7.	Gender and Development	Janet Momsen	Routledge, Tylor & Francis	978-0-415-77562-5	2010	2		
8.	Quantitative Methods	Daniel	Springer	978-3-	2019	2		

	for the Social Sciences: A Practical Introduction with Examples in SPSS and Stata	Stockemer	Science	319- 99117- 7				
9.	Research Methods for the Digital Humanities	Lewis levenberg, Tai Neilson & David Rheams	Palgrave Macmillan	978-3- 319- 96712- 7	2018	2		
10.	The Trainer's Handbook	Karen Lawson	John Wiley & Sons, Inc	9.7811 2E+12	2016	1		
11.	Sustainable Development Strategies: A Sourcebook	Barry Dalal- Clayton & Stephen Bass	Earthscan Publications Ltd	1 85383 946 9	2002	5		
12.	Approaches to Development: Studies on Communication for Development	Jan Servaes	UNESCO, Paris	92- 99000 8-1-6	2003	5		
13.	Mobilizing Communities: Asset Building as a Community Development Strategy	Gary Paul Green & Ann Goetting	Temple University Press	978-1- 4399- 0086- 4	2010	2		
14.	Introduction to Community Development: Theory, Practice, and Service-Learning	Jerry W. Robinson, Jr., Gary Paul Green.	SAGE Publications, Inc	978-1- 4129- 74622	2011	2		
15.	Offender Rehabilitation: Theory, Research and Practice	Gwen Robinson Iain Crow	SAGE Publications, Inc	978-1- 4129- 47701	2009	2		
16.	Understanding, Assessing, and Rehabilitating Juvenile Sexual Offenders	Phil Rich	John Wiley & Sons, Inc	978-0- 470- 55172 1	2011	2		
17.	What Works in Offender Rehabilitation: An Evidence- Based Approach to Assessment and Treatment	Leam A. Craig, Louise Dixon & Theresa A. Gannon	John Wiley & Sons, Inc	978-1- 119- 97457 4	2013	3		
18.	Restorative Justice: Theoretical Foundations	Elmar G. M. Weitekamp & Hans-Jürgen Kerner	Willan Publishing	1- 90324 0-832	2002	3		
19.	Politics, power, and the common good: An Introduction to Political Science	Mintz, E., Close, D., & Crocì, O	Pearson Education Canada.	978- 01333 99356	2018	2		

20.	Introduction to Political Science.	Craig Parsons	Pearson College Division.	978-0205056811	2016	2		
21.	Kenya: Between Hope and Despair, 1963-2011	Daniel, Branch	Yale University Press	978-0300148763	2011	2		
22.	Multi-Party Politics in Kenya: The Kenyatta & Moi States & the Triumph of the System in the 2009 Election	David W. Throup; Charles Hornsby	James Currey	978-0821412060	2008	2		
23.	Politics in the Developing World	Peter Burnell, Vicky Randall and Lise Rakner	Oxford University Press.	978-0198737438	2014	2		
14. TOURISM & HOSPITALITY								
S/N	TITLE	AUTHOR	PUBLISHER	ISBN	YEAR	QTY		
1.	Destination Management and Marketing	Morrison, A., M	Routledge		2019	5		
2.	Hospitality Strategic Management): Concepts and Cases	Enz, C.	Hoboken, NJ. Wiley		2010	2		
3.	The Larder Chef: Food preparation and presentation	Leto, M. J. & Bode, W. K. H	Butterworth-Heinemann publications U.K.	978-0750668996	2006	5		
4.	Professional Chef Level 1	Hunter G et al	Cengage Learning U.S.A	978-1408009253	2009	2		
5.	Food and Beverage Service	Lillicrap D. and Smith R.	Hodder Arnold/Stoughton education	9.78073E+12	2010	2		
6.	Tourism: Principles and Practice	Chris Cooper	Pearson /Wiley publishers	978-0273758273	2013	2		
7.	Introduction to Hospitality	Walker, JR.	Pearson education	978-0132814652	2009	2		
8.	Hotel front office management	Bardi, J. A.	John Wiley & Sons, Inc., Hoboken, New Jersey		2007	2		
9.	The Nutritionist - Food, Nutrition and Optimal Health	Wildman, R. E. C.	Edward Arnold, New York	978-0538734943	2009	2		
10.	Marketing for Hospitality and Tourism	Philip T. Kotler, John T. Bowen,	Pearson		2014	2		

		James Makens						
11.	An introduction to Sustainable Tourism.	Alexandra Coghlan	Oxford: Goodfellow Publishers		2019	2		
12.	The economics of recreation, leisure and tourism..	Tribe, J.	Routledge		2015	3		
13.	The economics of tourism destinations: Theory and practice	Vanhove, N.	Routledge		2017	2		
14.	Tourism Distribution: Managing the travel Intermediary,	Lubbe, B.	Juta and Company Ltd		2000	5		
15.	Strategic Management in Tourism, CABI Tourism Texts.	Moutinho, L., & Vargas-Sanchez, A.	Cabi		2018	2		
16.	Tourism planning: Policies, processes and relationships.	Hall, C. M	Pearson		2000	3		
17.	Handbook of Research Methods in Tourism: Quantitative and Qualitative Approaches.	Dwyer, L., Gill, A. And Seetaram, N.,	Edward Edgar Publishing Limited		2012	2		
18.	Marketing Places: Attracting Investment, Industry, and Tourism to Cities, States, and Nations.	Kotler P.	Simon and Schuster		1993	2		
19.	Tourism, Hospitality and Digital Transformations: Strategic Management Aspects	Tajeddini, K., Ratten, V. and Merkle, T.	Routledge: London, UK		2019	5		
20.	Issues in Recreation and Leisure: Ethical decision making.	McLean, D. J. & Yoder, D. G.	Champaign, IL		2005	2		
21.	Leisure: An Introduction.	Connell, J.	Prentice-Hall.-		2010	2		
22.	Hospitality Management Accounting	Michael M. Coltman, Martin G. Jagels	Wiley		2001	1		
15. USER REQUESTS								
SN	Title	Author	Publication	ISBN	Year	QTY		
1	A Christian Guide to Healthy Boy-Girl Relationship	Muchori, Lawrence	The Kairos Book Publishers, Nairobi;		2020	2		
2	Tropical Roots and Tubers: Production, Processing and Technology (IFST Advances in Food Science)	Harish K. Sharma et al.	Wiley Blackwell	978-1118992692	2016	1		
3	CISA Certified Information	David L.	Wiley/Sybex	978-1-	2016	2		

	Systems Auditor Study Guide	Cannon et al.		119-05624-9				
4	My Life In Prison	John Kiriamiti	East African Educational Publishers		2004	2		
5	Government and politics in Africa	William Tordoff.	Indiana University Press	25321 5455	2002	2		
	Total							

4.1 Price Schedule: Textbooks Manufactured Outside Kenya, to be Imported

<p>(Group C Tenders, goods to be imported)</p> <p>Currencies in accordance with ITT 15</p> <p>Date: _____</p> <p>ITT No: _____</p> <p style="text-align: right;">Page N° _____ of _____</p> <p>Alternative No: _____</p>								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITT 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination specified in TDS	Total Price per Line item (Col. 7+8)

[insert t numb er of the item]	[insert name of good]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
							Total Price	

✻

4.2 Price Schedule: Textbooks Manufactured Outside Kenya, already imported*

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

* * *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Entity. For clarity the Tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

4.3 Price Schedule: Textbooks Manufactured in Kenya

KENYA				(Group A and B Tenders)				Page N° _____ of _____	
_____				Currencies in accordance with ITT 15					
Date: _____									
ITT No: _____									
Alternative No: _____									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination	Cost of local labor, raw materials and components from within origin in Kenya % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
								Total Price	

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

*
*

4.4 Price and Completion Schedule - Related Services

Currencies in accordance with ITT 15				Page N° _____ of _____		
Date: _____						
ITT No: _____						
Alternative No: _____						
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Kenya to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Tender Price						

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

*

*

4.5 Price Schedule for Development and First Printing of New Titles & Reprints*

<p>The total cost of the development and first printing of a new title is $A + B + (C \times S)$</p> <p>The broken-down costs of development and printing of a new title are required for both Single Book Option (SBO) and Multiple Book Option (MBO). In the case of SBO, the cost elements will be used to calculate the unit price of a reprint. In the case of a MBO, the cost elements will be used to: (i) evaluate the Tenders, (ii) calculate the unit price of the definitive print quantity (the contract value) and (iii) calculate the unit price of a reprint.</p>					
A	B	C	S	Unit price of a first print run	Unit Price of a Reprint*
First fixed cost Expenditures incurred in arriving at the point where a title is in final film, camera-ready copy or electronic media form	Second fixed cost Cost of plate making and making ready printing and binding machinery prior to the production of the first finished copy in a production run	Variable cost Cost for producing a single copy once B is completed (including shipment to the final destination)	Number of copies in the first print run	$A + B + (C \times S)$	$B + (C \times S_1)$ (S_1 = number of copies in reprint run)
<i>[insert unit price per item]</i>	<i>[insert unit price per item]</i>	<i>[insert unit price per item]</i>	<i>[insert number of copies]</i>	<i>[insert unit price per item]</i>	<i>[insert unit price per item]</i>

*

* * Reprint unit prices will only be applicable when the contract scope includes reprint components

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary:_____

Request forTenders No:_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

We have been informed that _____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

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 there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

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) thirty days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

[signature(s)]

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter 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 there to 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) thirty 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)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of__under Request for Tenders No._____(“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - 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 guarantee 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. 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.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

TENDER - SECURING DECLARATIONFORM

[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

8. COPYRIGHT'S AUTHORIZATION FORM

[The Tenderer shall require the Copyright Owner to fill in this Form in accordance with the instructions indicated. This Form of authorization should be on the Form head of the Copyright Owner and should be signed by a person with the proper authority to sign documents that are binding on the Copyright Owner.]

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

ITT No.:.....*[insert number of Tendering process]*

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

To:*[insert name of the Procuring Entity]*

WHERE AS

We _____ who are the copyright owner of the following textbook(s):
_____ Having office sat _____ do hereby authorize
_____ to submit a Tender, the purpose of which is to provide the following goods: and to
subsequently negotiate and sign the Contract with you for the above goods copyrighted by us.

In accordance with Clause 28 of the General Conditions of Contract, we shall indemnify and hold harmless the Procuring Entity and its employees and officers against all third-party claims for infringement of copyright arising from the use of the above text book(s) or any part thereof in Kenya.

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

Name: _____ *[insert complete name (s) of authorized representative(s) of the Copyright Owner]*

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

PART 2 - SUPPLY REQUIREMENTS

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the tendering document by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Tenderers pursuant to the *Incoterms* rules (i.e., CIP term—implies that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the Form of credit).

SUPPLY AND DELIVERY OF LIBRARY BOOKS				
S/No	Titles with required specifications	Specification offered	Delivery Period	Remarks
	Agricultural Sciences			
1.	A colour atlas for postharvest diseases and disorders of fruits and vegetables Vol. General introduction and fruits.			
2.	A colour atlas for postharvest diseases and disorders of fruits and vegetables Vol. Fruits and Vegetables.			
3.	Illustrated genera of imperfect fungi			
4.	Illustrated genera of Ascomycetes			
5.	Illustrated genera of rust fungi			
6.	Vegetable diseases and their control. 2nd. Edn.			
7.	Colletotrichum - Biology, Pathology and Control			
8.	The preservation and maintenance of living fungi Smith and Onions			
9.	Principles of diagnostic Techniques in Plant pathology			
10.	Diseases and Pests of ornamental plants. 5th. Edition.			
11.	Maintenance of micro-organisms and cultured cells – a manual for laboratory methods. 2nd. Edition			
12.	Plant parasitic nematodes in subtropical and tropical agriculture 2nd edition.			

13.	Dematiaceas Hypomycetes			
14.	More Dematiaceas Hypomycetes			
15.	Seed borne diseases and their control			
16.	Methods for the diagnosis of bacteria diseases of plants			
17.	Virus diseases of farm and garden crops			
18.	Viruses of tropical plants			
19.	Principles and procedures of statistics			
20.	Crop Loss assessment and pest management			
21.	The plant disease clinic and field diagnosis of abiotic diseases.			
22.	Horticulture: principles and practices. 4th ed.			
23.	Fundamentals of Horticulture. 4th ed.			
24.	Ornamental Horticulture: Science Operations and Management. 3rd ed.			
25.	The Role of Horticultural Crops in Agricultural Diversification in East Africa.			
26.	Seed Science and Technology Laboratory Manual (1st edition)			
27.	Principles of Seed Science and Technology. 4th edition.			
28.	Seed Quality: Basic Mechanisms and Agricultural Implications.			
29.	International Rules for Seed Testing (ISTA),			
30.	Seed Supply Systems in Developing Countries.			
31.	Anatomy of Seed Plants.			
32.	Crop Physiology.			
33.	Photosynthesis. Studies in Biology no. 37, 3rd edition			
34.	Plant Growth analysis. Studies in Biology no.96-			
35.	Plant Physiological Ecology.			
36.	Class Experiments in Plant Physiology.			
37.	The Vegetable & Herb Expert.			
38.	Landscaping Principles and Practices. 7th edition			
39.	Better homes and gardens). Step-by-step landscaping. 2nd edition			
40.	Anyone Can Landscape!			
41.	Sunset ideas for landscaping & garden remodeling.			
42.	Landscape Planning: Practical Techniques for the Home Gardener			
43.	Landscape Makeovers:			
44.	Landscape design: A Practical Approach.			

45.				
46.	Handbook of herbs and Spices.			
47.	Gourmet Herbs: Classic and Unusual Herbs for Your Garden and Your Table			
48.	Growing & Using Herbs Successfully.			
49.	Vegetable Diseases (Colour Handbook).			
50.	Fruit and Vegetable Production in Africa.			
51.	Vegetables in the Tropics.			
52.	Vegetable Production in the Tropics.			
53.	Plant Tissue Culture. An introductory text			
54.	Plant tissue and cell culture.			
55.	Plant tissue culture.			
56.	Plant Cell and Tissue Culture.			
57.	Ornamental Horticulture: Science, Operations & Management.			
58.	Experiments in plant tissue culture. Second edition.			
59.	Introduction to "in vitro" propagation.			
60.	Ecologically based integrated pest management			
61.	Tropical fruits vol. I			
62.	Tropical fruits vol. II			
63.	Bananas and plantains 2nd ed.			
64.	Food versus fuel: an informed introduction to biofuels			
65.	Famine and survival strategies: a case study from North-East Ethiopia			
66.	Adaptive strategies in African arid lands			
67.	Inducing food insecurity: perspectives on food policies in Eastern and Southern Africa			
68.	Women & IPM: crop protection practices & strategies			
69.	Vegetable production & marketing in Africa: socio-economic research			
70.	Food Security in Africa & Asia: strategies for small scale agricultural development			
71.	Crop stress management & global climate change			
72.	Environment & Ecology			
73.	Coffee pests, diseases and their management			
74.	Principles of horticultural physiology			
75.	Sustainable livestock management for poverty alleviation & food security			
76.	A livelihood from fishing: globalization & sustainable			

	fisheries policies			
77.	Impact of science on African agriculture & food security			
78.	The African food crisis: lessons from the Asian Green Revolution			
79.	Crop wild relatives: a manual of in city conservation			
80.	Confronting global warming, farming & the food security			
81.	Hidden hunger			
82.	Cover crops in small holder agriculture			
83.	Climate change & Agriculture in Africa			
84.	Tropical Roots & tuber crops			
85.	The food of financial crises in sub-Saharan Africa: origins, impacts & policy implications			
86.	Global pesticide resistance in arthropods			
87.	African small holders food crops, markets & policy			
88.	Biorational tree-fruit pest management			
89.	Developments in biotechnology & bioprocessing			
90.	The fungi			
91.	FAO animal production & health: quality assurance for microbiology in fed analysis laboratories			
92.	Natural crop protection in the tropics			
93.	The tropical agriculturalist: coconut			
94.	The tropical agriculturalist: food crops & drought			
95.	The tropical agriculturalist: sugar cane			
96.	Guide to Extension Training			
97.	Agricultural Extension: A Reference Manual			
98.	Extension in Rural Communities			
99.	Progress in Rural Extension and Community Development			
100.	Principles of Management and Administration			
101.	Organizational Behavior: Human Behavior at Work			
102.	Communication for Rural Innovation: Rethinking Agricultural Extension, 3 rd Edition.			
103.	Agricultural Extension, Rural development and Food Security Challenge.			
104.	Non formal Education Manual			

105.	Non-formal Education for Training in Integrated Production and Pest Management in Farmer Field Schools			
106.	Agricultural Extension Worldwide			
107.	Agricultural Extension Systems in some African and Asian Countries.			
108.	Communicating science in social contexts, New models, New Practices			
109.	The Craft of Scientific Presentations: Critical Steps to Succeed and Critical Errors to Avoid			
110.	Hand Book of Public Communication on Science and Technology.			
111.	Extension Education and Communication			
112.	An Analysis of models related to Extension Education for Agricultural and Rural development			
113.	Improving Agricultural Extension: A Reference Manual			
114.	Agricultural Extension: The Kenya Experience			
115.	Agricultural Extension in developing Countries,			
116.	Concepts and practices in Agricultural Extension in Developing Countries: A Source Book.			
117.	Fundamentals of Rural Sociology and Educational Psychology			
118.	Organizational Behavior			
119.	Animal Production Farm – An Introduction to Animal Science, 3 rd Edition Scientific			
120.	Handbook of Livestock Management, 4 th Edition			
121.	Beef Production Management and Decisions, 5 th Edition.			
122.	Animal Nutrition, 6 th Edition			
2. NATURAL RESOURCES				

S/N	TITLE			
1.	Tilapias: Biology and Exploitation. Fish and Fisheries Series			
2.	Fish diseases: Diagnosis and Treatment			
3.	The Diversity of Fishes; Biology Evolution and Ecology			
4.	Environmental Biology of Fishes			
5.	Fisheries Ecology, Second Edition			
6.	Wildlife Ecology, Conservation, and Management, 3rd Edition			
7.	The Birds of East Africa: Kenya, Tanzania, Uganda, Rwanda, Burundi (Princeton Field Guides, 38)			
8.	The Kingdon Field Guide to African Mammals: Second Edition			
9.	Photographic Guide to Snakes, Other Reptiles and Amphibians of East Africa			
S/N	TITLE			
1.	Management Information Systems: Managing the Digital Firm, 16th Edition			
2.	Foundations of Python Network Programming: The comprehensive guide to building network applications with Python (Books for Professionals by Professionals) 2nd ed. edition			
3.	Introduction to Machine Learning with Python: A Guide for Data Scientists			
4.	Software Engineering, 10th Edition Paperback			
5.	Practice of System and Network Administration, The: Volume 1: DevOps and other Best Practices for Enterprise IT 3rd Edition			
6.	Network Warrior, 2nd Edition			
7.	The Illustrated Network, 2nd Edition			
8.	Core Concepts of Information Technology Auditing 1st Edition			
9.	Computer Networks, Fifth Edition			
3.	COMPUTER SCIENCE & INFORMATICS			
4.	BIOLOGICAL AND PHYSICAL SCIENCES			

S/N	TITLE			
1.	Introduction to Animal Physiology			
2.	Methods in Animal Physiology			
3.	Comparative Animal Physiology			
4.	Cell Biology			
5.	Molecular Biology: Different Facets			
6.	Techniques and Methods in Biology			
7.	Likelihood Methods in Biology and Ecology: A Modern Approach			
8.	Animal Classification: A Guide to Vertebrates			
9.	General Zoology: Investigating the Animal World			
10.	Zoology Laboratory Manual: An Integrative Approach			
11.	Neuroendocrinology: An Integrated Approach			
12.	PARASITOLOGY (Protozoology and Helminthology)			
13.	Fundamentals of Aquatic Ecology			
14.	An Introduction to the Study on Insects			
15.	Medical Entomology			
16.	Methods in Ecological and Agricultural Entomology.			
17.	A TEXTBOOK OF PLANT PHYSIOLOGY			
18.	BOTANY: An introduction to Plant Biology			
19.	PLANT TAXONOMY			
20.	A TEXT-BOOK OF BOTANY: Morphological and Physiological			
21.	A TEXTBOOK OF BOTANY: Angiosperms - Taxonomy, Anatomy, Embryology and Economic Botany			
22.	Principles of Microbiology			
23.	General Microbiology			
24.	Principles of Modern Microbiology			
25.	Water Microbiology			
	Wastewater-gotten this			
26.	<i>Principles of Virology</i>			
27.	Essentials of Microbiology			
28.	Advanced Environmental Chemistry			
29.	Green Chemistry			
30.	Advances in Heterocyclic Chemistry			
31.	Photochemistry			
32.	Green Techniques for Organic Synthesis and Medicinal Chemistry			
33.	Amino Acids, Peptides and Proteins in Organic Chemistry,			

	Protection Reactions, Medicinal Chemistry, Combinatorial Synthesis			
34.	Modern Green Chemistry and Heterocyclic Compounds: Molecular Design, Synthesis, and Biological Evaluation (Innovations in Physical Chemistry)			
35.	Environmental Toxicants: Human Exposures and Their Health Effects, 4th Edition			
36.	Organic Synthesis: The Disconnection Approach			
37.	Quantum Chemistry			
38.	Concepts of Modern Physics			
39.	Essentials of Biochemistry			
40.	Lippincott's Illustrated Reviews in Biochemistry Fifth Edition			
41.	Ecological Biochemistry: Environmental and Interspecies Interaction			
5. BUSINESS & ECONOMICS				
S/N	TITLE			
1.	International Economics			
2.	Comparative Economic Systems: Culture, Wealth, and Power in the 21st Century			
3.	Handbook of the Economics of Innovation and Technological Change			
4.	Principles of Econometrics, 5th Edition			
6. EDUCATION				
S/N	TITLE			
1.	Secondary Syllabus Volume II			
2.	Teaching Sec Chemistry			
3.	Methods of Teaching Biology			
4.	Principles and Practice of Education			
5.	Encyclopedia of Education and Information Technologies			
6.	Teaching in the Online Classroom: Surviving and Thriving in the New Normal			
7.	Methods of Teaching Geography			

8.	Methods of Teaching Religious Education in Secondary Schools			
	Cost-Benefit Analysis 6 th Edition			
7. ENVIRONMENTAL STUDIES				
S/N	TITLE			
1.	Conservation Biology in sub-Saharan Africa			
2.	Fundamentals of Conservation Biology 3rd Edition			
3.	Stress Physiology of Tea in the Face of Climate Change			
4.	Physiology of plants under stress: Soil and biotic factors (Volume 2)			
5.	Fundamentals Of Aquatic Toxicology: Effects, Environmental Fate And Risk Assessment 2nd Edition			
6.	Earth Systems: Processes and Issues			
7.	Earth Surface Processes			
8.	Evolutionary Analysis 5th Edition			
9.	Evolutionary Genetics: Concepts and Case Studies Illustrated Edition			
10.	Handbook of Hazards and Disaster Risk Reduction 1st Edition			
11.	Disaster Management: International Lessons in Risk Reduction, Response and Recovery 1st Edition			
12.	Ecological Census Techniques 2ed: A Handbook 2nd Edition			
13.	Design and Analysis of Ecological Experiments 2nd Edition			
14.	Ecological Methods			
15.	The A--Z of Social Research: A Dictionary of Key Social Science Research Concepts			
16.	After Method: Mess in Social Science Research (International Library of Sociology)			
17.	Tropical Stream Ecology (Aquatic Ecology) 1st Edition			
18.	Pollution and Fish Health in Tropical Ecosystems 1st Edition			
19.	Land-Use Change Impacts on Soil Processes: Tropical and Savannah Ecosystems			
20.	Soil Pollution: Processes and Dynamics 1996th Edition			
21.	Environmental Pollution by Pesticides (Environmental Science Research Series) 1st Edition			
22.	Environmental Law Handbook 24th Edition			
23.	Air Pollution: Its Origin and Control 3rd Edition			
24.	At Loggerheads?: Agricultural Expansion, Poverty			

	Reduction, and Environment in the Tropical Forests (Policy Research Reports)			
25.	Poverty and the Environment: Understanding Linkages at the Household Level (Environment and Sustainable Development)			
26.	Experimental Design and Data analysis for Biologists.			
27.	Fundamentals of Ecology 5th Edition			
28.	Freshwater Ecology: Concepts and Environmental Applications of Limnology (Aquatic Ecology) 3rd Edition			
29.	Ecological Methodology (2nd Edition) 2nd Edition			
30.	Environmental Microbiology of Aquatic and Waste Systems.			
31.	Environmental microbiology.			
32.	Environmental Microbiology and Microbial Ecology			
33.	Lessons in Environmental Microbiology			
34.	Environmental biotechnology (Vol. 283). New York: OXFORD university press			
35.	Environmental Biotechnology: Principles and Applications, Second Edition 2nd Edition			
36.	Environmental Biotechnology For Soil and Wastewater Implications on Ecosystems			
37.	Environmental law : scientific, policy and regulatory dimensions / Lee Godden and Jacqueline Peel			
38.	Environmental Law			
39.	Environmental law: text, cases, and materials			
40.	Climate ethics : essential readings			
41.	Environmental Ethics: An Anthology			
42.	Principles of remote sensing: an introductory textbook			
43.	Geographic information systems : applications in natural resource management			
44.	Fundamentals of satellite remote sensing : an environmental approach			
45.	GIS fundamentals			
46.	Imagery and GIS : best practices for extracting information from imagery			
47.	Remote sensing of natural resources			
48.	Sustainability: A History			
49.	Introduction To Environmental Impact Assessment			
50.	Methods of Environmental and Social Impact Assessment			

51.	The Concepts, Process and Methods of Social Impact Assessment			
52.	Principles of Environmental Toxicology			
53.	Environmental Toxicology			
54.	Ecotoxicology			
	A Comprehensive Treatment			
55.	Environmental Toxicology			
56.	Introduction to Environmental Toxicology: Impacts of Chemicals Upon Ecological Systems			
57.	Education and the Environment: Creating Standards-Based Programs in Schools and Districts			
58.	Educating for Sustainability			
59.	Place-Based Education: Connecting Classrooms and Communities			
60.	Conservation Education and Outreach Techniques			
61.	Environment and Development: Basic Principles, Human Activities, and Environmental Implications			
62.	Energy, Environment and Development			
63.	Introduction to Biotechnology, Books a la Carte Edition			
64.	Principles and Applications of Environmental Biotechnology for a Sustainable Future			
65.	Essentials of Ecology			
66.	Environmental Geography: People and the Environment			
67.	Microbial Biodegradation and Bioremediation			
68.	Environmental Management: Science and Engineering for Industry			
69.	Handbook of Solid Waste Management 2nd Edition			
70.	Integrated Solid Waste Management Handbook: For engineers, planners, environmentalists, students and policy (TECHNICAL: ENVIRONMENTAL AND OCCUPATIONAL HEALTH AGRICULTURE) Paperback – April 23, 2016			
71.	Air Pollution and Health in Rapidly Developing Countries - Illustrated			
72.	Air Pollution and Forests: Interactions between Air Contaminants and Forest Ecosystems			
73.	Atmosphere, Weather and Climate			
74.	Dynamics of the Tropical Atmosphere and Oceans (Advancing Weather and Climate Science) 1st Edition			
8. FOOD SCIENCE, NUTRITION & TECHNOLOGY				

S/N	TITLE			
1.	The Profession of Dietetics			
2.	Issues And Choices in Clinical Nutrition Practice			
3.	Handbook of Behavior, Food and Nutrition			
4.	Nutrition and immune function			
5.	Research Design: Qualitative, Quantitative and Mixed Methods Approaches 2nd ed			
6.	Basic environmental health.			
7.	Food security in Sub-Sahara Africa			
8.	Essentials of Pharmacology.			
9.	<u>Food biotechnology</u>			
10.	Oxford Handbook of Nutrition and Dietetic			
11.	Clinical Cases in Dietetics			
12.	Research: Successful Approaches in Nutrition and Dietetics , 4 th Ed			
13.	Postharvest Technology and Food Process Engineering			
14.	Unit Operations in Food Engineering (Food Preservation Technology)			
15.	Handbook of food engineering			
16.	Handbook of Food Processing Equipment			
17.	Epigenetics and Human Health: Linking Hereditary, Environmental and Nutritional Aspects			
18.	Nutrigenomics and Nutraceuticals: Clinical Relevance and Disease Prevention			
19.	Nutrigenomics			
9. HUMAN RESOURCES DEVELOPMENT				
S/N	TITLE			
1.	Organizational learning			
2.	Organizational learning II			
3.	<u>Demystifying Organizational Learning</u>			
4.	<u>Knowledge Management in Theory and Practice</u>			
5.	<u>Doing HR Analytics</u>			
6.	<u>CEO Leadership: Navigating the New Era in Corporate</u>			

	<u>Governance</u>			
7.	The Oxford Handbook of Corporate Governance			
8.	<u>The Handbook of Competency Mapping: Understanding, Designing and Implementing Competency Models in Organizations</u>			
9.	<u>Performance Management: Changing Behavior that Drives Organizational Effectiveness</u>			
10.	Human Communication			
11.	The Gender Communication Connection			
12.	Globalization and Media in the Digital Platform Age			
13.	Introduction to International Relations: Perspectives, Connections, and Enduring Questions			
10. HUMANITIES AND LANGUAGES				
S/N	TITLE			
1.	Mfalme Edipode			
2.	MUYAKA 19 th Popular Swahili Poetry			
3.	Nakuruto			
4.	Tumaini			
5.	Mwongozo wa Janga la Mwerevu			
6.	Sauti ya Dhiki			
7.	Kamusi Pevu ya Kiswahili			
8.	Kichocheo cha ushairi			
	Mwongozo wa Uchambuzi wa Masahiri			
9.	Kinjeketile			
11. MATHEMATICS, STATISTICS AND ACTUARIAL SCIENCE				
S/N	TITLE			
1.	Response surface methodology: process and product optimization using designed experiments.			
2.	Financial derivatives: pricing, applications, and mathematics.			
3.	Financial risk forecasting: the theory and practice of			

	forecasting market risk with implementation in R and Matlab			
4.	Guide to mathematical modelling.			
5.	Numerical methods in finance and economics: a MATLAB-based introduction.			
6.	Mathematical modelling			
7.	Mathematical modelling techniques.			
8.	Principles and techniques of applied mathematics.			
9.	Modern actuarial theory and practice.			
10.	Methods of mathematical finance			
11.	Regression modeling strategies: with applications to linear models, logistic and ordinal regression, and survival analysis.			
12.	Probability for risk management.			
13.	Fundamentals of General Insurance Actuarial Analysis			
14.	Financial enterprise risk management.			
15.	Regression modelling with actuarial and financial implications.			
16.	Survival analysis. Techniques for censored and truncated data			
17.	Fundamentals of private pensions.			
18.	Credit risk: modeling, valuation and hedging.			
19.	Credit risk: pricing, measurement, and management.			
20.	Statistics, data mining, and machine learning in astronomy: a practical Python guide for the analysis of survey data.			
21.	Measure theory			
22.	An Invitation to Applied Mathematics: Differential			

	Equations, Modeling, and Computation			
23.	Basic Abstract Algebra			
24.	Abstract Algebra			
12. NURSING				
S/N	TITLE			
1.	Occupational health nursing			
2.	Ethical and Legal Issues in Nursing			
3.	Oxford Textbook of Obstetrics and Gynaecology			
4.	Communicable Diseases: A Global Perspective			
5.	A Guide to Mental Health and Psychiatric Nursing			
6.	Myles' Textbook for Midwives			
7.	Clinical Chemistry : Fundamentals And Laboratory Techniques			
8.	Human Resource Management: Theory and Practice			
9.	Public Health Management : Principles and Practice			
10.	Introduction To Health Care Management.			
11.	Managerial Epidemiology For Health Care Organizations			
12.	Medical Sociology In Africa			
13.	Community Health and Wellness: Principles of Primary Health Care			
14.	Information Technology for Healthcare Managers			
15.	Health Care Economics			
16.	The Law and Policy of Healthcare Financing			
17.	Healthcare facility planning			
13. SOCIAL SCIENCES				
S/N	TITLE			
1.	The Blackwell Companion to Sociology			
2.	Education in Africa: Perspectives, Opportunities and Challenges			
3.	Devolution and Development in Kenya: Selected Issues, Challenges and Remedies			
4.	Handbook of the			

	Sociology of Gender			
5.	Handbook of Quantitative Criminology			
6.	The Action Research Planner: Doing Critical Participatory Action Research			
7.	Gender and Development			
8.	Quantitative Methods for the Social Sciences: A Practical Introduction with Examples in SPSS and Stata			
9.	Research Methods for the Digital Humanities			
10.	The Trainer's Handbook			
11.	Sustainable Development Strategies: A Sourcebook			
12.	Approaches to Development: Studies on Communication for Development			
13.	Mobilizing Communities: Asset Building as a Community Development Strategy			
14.	Introduction to Community Development: Theory, Practice, and Service-Learning			
15.	Offender Rehabilitation: Theory, Research and Practice			
16.	Understanding, Assessing, and Rehabilitating Juvenile Sexual Offenders			
17.	What Works in Offender Rehabilitation: An Evidence-Based Approach to Assessment and Treatment			
18.	Restorative Justice: Theoretical Foundations			
19.	Politics, power, and the common good: An Introduction to Political Science			
20.	Introduction to Political Science.			
21.	Kenya: Between Hope and Despair, 1963-2011			
22.	Multi-Party Politics in Kenya: The Kenyatta & Moi States & the Triumph of the System in the 2009 Election			
23.	Politics in the Developing World			
14. TOURISM & HOSPITALITY				
S/N	TITLE			
1.	Destination Management and Marketing			
2.	Hospitality Strategic Management):. Concepts and Cases			

3.	The Larder Chef: Food preparation and presentation			
4.	Professional Chef Level 1			
5.	Food and Beverage Service			
6.	Tourism: Principles and Practice			
7.	Introduction to Hospitality			
8.	Hotel front office management			
9.	The Nutritionist - Food, Nutrition and Optimal Health			
10.	Marketing for Hospitality and Tourism			
11.	An introduction to Sustainable Tourism.			
12.	The economics of recreation, leisure and tourism..			
13.	The economics of tourism destinations: Theory and practice			
14.	Tourism Distribution: Managing the travel Intermediary,			
15.	Strategic Management in Tourism, CABI Tourism Texts.			
16.	Tourism planning: Policies, processes and relationships.			
17.	Handbook of Research Methods in Tourism: Quantitative and Qualitative Approaches.			
18.	Marketing Places: Attracting Investment, Industry, and Tourism to Cities, States, and Nations.			
19.	Tourism, Hospitality and Digital Transformations: Strategic Management Aspects			
20.	Issues in Recreation and Leisure: Ethical decision making.			
21.	Leisure: An Introduction.			
22.	Hospitality Management Accounting			
15. USER REQUESTS				
SN	Title			
1	A Christian Guide to Healthy Boy-Girl Relationship			
2	Tropical Roots and Tubers: Production, Processing and Technology (IFST Advances in Food Science)			
3	CISA Certified Information Systems Auditor Study Guide			
4	My Life In Prison			
5	Government and politics in Africa			
	Total			

Bidders with titles that conform to the requirements will move to the Financial Evaluation Stage. At Financial Evaluation stage the prices will be compared and the lowest bidder per item will be recommended for award.

1. List of Textbooks and Delivery Schedule

[The Procuring Entity shall fill in this table, with the exception of the column “Tenderer’s offered Delivery date” to be filled by the Tenderer]

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer’s offered Delivery date <i>[to be provided by the Tenderer]</i>
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
1							
2							
3							
4							
5							

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert Service No]	[insert description of Related Services]	[insert quantity of items to be supplied]	[insert physical unit for the items]	[insert name of the Place]	[insert required Completion Date(s)]
1					
2					
3					
4					
5					

1 TECHNICAL SPECIFICATIONS

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS take into account that:

- a) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by Tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
- b) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- c) The TS shall make use of Lowest practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the
- d) TS.
- e) The PPRA encourages the use of metric units.
- f) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
- g) Standards for equipment, materials, and workmanship specified in the tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
- h) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - i) Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - ii) Detailed tests required (type and number).
 - iii) Other additional work and/or Related Services required to achieve full delivery/completion.
 - iv) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.
 - v) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
- i) The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Tender Submission Sheet), where the Tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

When the Procuring Entity requests that the Tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Tenderer in its Tender.

[If a summary of the Technical Specifications (TS) has to be provided, the Procuring Entity shall insert information in the table below. The Tenderer shall prepare a similar table to justify compliance with the requirements].

“Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

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

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

_____”]

2 Inspections and Tests

The following inspections and tests shall be performed:.....*[insert list of inspections and tests]*



PART 3 – CONTRACT

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- 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 there to or deductions there from, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfillment 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 text books and reading materials, teacher's material, other production inputs such as paper that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the SCC.**
- i) “Related Services” means manuscript, publishing and manufacturing; as well as other related services such as distribution, binding and packing and the services incidental to the supply of the goods, such as insurance, transportation, training 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) “The Project Site,” where applicable, means the place named in the **SCC**, where the goods would be delivered.
- n) “Public Procurement Regulatory Authority (PPRA) shall mean the agency responsible in Kenya for regulating and monitoring the public procurement function.

2. Contract Documents

- 2.1 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.

3. Fraud and Corruption

- 3.1 The Government of Kenya requires compliance with anti-corruption laws and guidelines and its prevailing sanctions policies and procedures as set forth in Laws of Kenya.
- 3.2 The Procuring Entity requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party 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 Interpretation

4.1 If the contexts o requires it, singular means plural and vice versa.

4.2 Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- b) The terms EXW, CIP, FCA, CFR 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.

4.3 Entire Agreement

4.4 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 there to made prior to the date of Contract.

4.5 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.

4.6 Non-waiver

- i. 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 Contractor 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.
- ii. 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.

4.7 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, in validity or un enforce ability shall not affect the validity or enforce ability 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 language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this 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

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

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 when:
- 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 from that country or any payments to any country, person, or entity in that country.

10 Settlement of Disputes

- 10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) 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. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 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 PPRA

- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Textbooks in such form and details as will clearly identify relevant time changes and costs.
- 11.2 Pursuant to paragraph 2.2e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the PPRA and/or persons appointed by the PPRA 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 PPRA. The Supplier's and its subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination.

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 Delivery and Completion Schedule specified in the Schedule of 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

15.1 Prices charged by the Supplier for the Goods supplied and the 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**.

15.1 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates 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: (*corrected tender price – tender price*) / *tender price* X 100.

16 Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

16.2 The Supplier's Invitation to payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or Invitation to payment by the Supplier, and after the Procuring Entity has accepted it.

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

16.5 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 shall 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 For goods manufactured outside Kenya, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Kenya.

17.2 For goods Manufactured within Kenya, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.

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

18 Performance Security

- 18.1** 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**.
- 18.2** 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.
- 18.3** 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 format stipulated by the Procuring Entity in the **SCC**, or in another format acceptable to the Procuring Entity.
- 18.4** The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) 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 unless otherwise specified in the **SCC**.

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 Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an 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 the PPRA or other Government institutions with interest in Contract;
 - b) now or here after 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 here to 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 VII, 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

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

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 traveling and board and lodging expenses.

- 26.4 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.
- 26.5 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.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 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.
- 26.8 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.
- 28.6 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.

29.2 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.

29.3 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.

29.4 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.

29.5 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.

29.6 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 28 days prior to date of Tender submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in the place of Kenya where the Site is located (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 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 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. This includes, if specified in the SCC, any variation to the contract resulting from a value engineering proposal agreed between 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 27, 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 2.2a 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 un delivered 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

35.3 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].

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>[Insert complete legal name of the Procuring Entity]</i>
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
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>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>[insert date of current edition: Incoterms 2010]</i>
GCC 5.1	The language is: -----
GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: <i>[insert full name of person, if applicable]</i> Postal address (full postal address) Physical Address (full Location Address- <i>insert city, street name, Building named floor number, room number</i>) Telephone: <i>[include telephone number, including country and city codes]</i> Electronic mail address: <i>[insert e-mail address, if applicable]</i>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>(a) Contract with foreign Supplier: <i>For contracts entered into with foreign suppliers, International commercial arbitration shall be applied. Among the rules to govern the arbitration proceedings, the Procuring Entity may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><i>If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><i>If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p><i>(b) Contracts with Supplier national of Kenya:</i> In the case of a dispute between the Procuring Entity and a Supplier who is a national of Kenya, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.]</i>.</p> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed <i>[insert "shall" or "shall not," as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment: _____</p>
GCC 16.1	<p><i>Sample provision</i> GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in (_____) <i>[currency of the Contract Price]</i> in the following manner:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the tendering document or another form acceptable to the Procuring Entity.</p> <p>(ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed Form of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>Payment of local currency portion shall be made in <i>[Insert the name of the Procuring Entity's currency]</i> within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within Kenya: Payment for Goods and Services supplied from within Kenya shall be made in <i>[insert name of the Procuring Entity's currency]</i>, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the tendering document or another form acceptable to the Procuring Entity.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
GCC 16.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>[insert number]</i> days.</p> <p>The interest rate that shall be applied is <i>[insert number]</i> %</p>
GCC 18.1	<p>A Performance Security <i>[insert “shall” or “shall not” be required]</i></p> <p><i>[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]</i></p> <p><i>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</i></p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of: <i>[insert “a Demand Guarantee” or “a Performance Bond”]</i></p> <p>If required, the Performance security shall be denominated in <i>[insert “a freely convertible currency acceptable to the Procuring Entity” or “the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]</i></p>
GCC 18.4	Discharge of the Performance Security shall take place: <i>[insert date if different from the one indicated in sub clause GCC 18.4]</i>
GCC 19.1	The copyright of the manuscript and artwork shall remain vested in <i>[insert name of person whom the copyright shall remain vested in]</i> .
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows:</p> <p><i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i></p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows:</p> <p><i>[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Kenya, defined as the Project Site, transport to such place of destination in Kenya, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]</i></p>
GCC 26.1	The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i>
GCC 27.1	The liquidated damage shall be: <i>[insert number]</i> % per week
GCC 27.1	The maximum amount of liquidated damages shall be: <i>[insert number]</i> %
GCC 28.3	<p>The period of validity of the Warranty shall be: <i>[insert number]</i> days</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p><i>[insert name(s) of location(s)]</i></p>
GCC 28.5	The period for repair or replacement shall be: <i>[insert number(s)]</i> days.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 33.4	<p><i>[Value engineering may be included if it has been specified]</i></p> <p>Value Engineering:</p> <p>The Supplier may, at any time, submit to the Procuring Entity a written value engineering proposal that seeks to yield any benefits to the Procuring Entity, without sacrificing the necessary functions or quality of the Goods or Related Services.</p> <p>The value engineering proposal shall be prepared at the cost of the Supplier. If the value engineering proposal is approved by the Procuring Entity and results in a reduction of the Contract Price, the amount to be paid to the Supplier shall be a percentage _____ <i>[insert appropriate percentage. The percentage is normally up to 50%]</i> of the amount of the reduction in the Contract Price.</p>

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.

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 Tenderer Information Form]

For the attention of Tenderer's Authorized Representative Name: *[insert Authorized*

Representative's name] Address:*[insert Authorized Representative's Address]*

Email Address:*[insert Authorized Representative's email address]*

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

DATE OF TRANSMISSION: This Notification is sent by:*[email/fax]* on*[date]* (local time) **Notification of Intention to Award**

[Procuring Entity]:*[insert the name of the Procuring Entity]*

Contract title:.....*[insert the name of the contract]*

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:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

i) The successful Tenderer

Name:	<i>[insert name of successful Tenderer]</i>
Address:	<i>[insert address of the successful Tenderer]</i>
Contract price:	<i>[insert contract price of the successful Tenderer]</i>
Total combined score:	<i>[insert the total combined score of the successful Tenderer]</i>

ii) **Other Tenderers** *[INSTRUCTIONS: insert 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 readout.]*

Name of Tenderer	Technical Score (If applicable)	Tender price	Evaluated Tender Cost	Combined Score (if applicable)
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]
[insert name]	[insert Technical score]	[insert Tender price]	[insert evaluated cost]	[insert combined score]

iii) **How to request a debriefing**

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

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 (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Invitation to debriefing as follows:

Attention:.....[insert full name of person, if applicable]

Title/position:.....[insert title/position]

Agency:.....[insert name of Procuring Entity]

Email address:.....[insert email address]

If your Invitation to a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) 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 (5) Business 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.

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.

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) Business Days from the date of publication of the Contract Award Notice.

iv) How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention:.....[insert full name of person, if applicable]

Title/position:.....[insert title/position]

Agency:.....[insert name of Procuring Entity]

Email address:.....[insert email address]

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.

Further information:

Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

v) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

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

contact us. On behalf of the Procuring Entity:

Signature:_____

Name:_____

Title/position:_____

Telephone:_____

Email:_____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3 LETTER OF AWARD

[Form head 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 28 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

4 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]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of Kenya or corporation incorporated under the laws of Kenya]* and having its principal place of business at *[insert address of Procuring Entity]* (herein after called “the 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:

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:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail overall other contract documents.
 - a) The Form of Acceptance
 - b) The Form of Tender
 - c) Special Conditions of Contract
 - d) General Conditions of Contract
 - e) The Specification (including Schedule of Requirements and Technical Specifications)
 - f) The completed Schedules (including Price Schedules)
 - g) Any other document listed in GCC as forming part of the Contract
3. 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.

IN WITNESS where of the parties here to 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]*

5. PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: [insert name and Address of Procuring Entity] **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 Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (herein after 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 there in.
4. This guarantee shall expire, no later than the Day of², 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.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity 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.

6 PERFORMANCE SECURITY [Option2–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 Procuring Entity]*

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 Procuring Entity”) 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 Procuring Entity dated the day of , 20 __, for _____ in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after 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 Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, 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 Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity 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 here under, the amount set for thin the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - (3) pay the Procuring Entity the amount required by Procuring Entity 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 Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

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

7. ADVANCE PAYMENT SECURITY - DEMAND BANK GUARANTEE

[Guarantor Form head or SWIFT identifier code]

Beneficiary:*[Insert name and Address of Procuring Entity]*

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 Form head]*

We have been informed that.....*[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (herein after called "the Applicant") has entered into Contract No.....*[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of.....*[insert name of contract and brief description of Textbooks and Reading Materials and related Services]* (herein after called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

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.....*[insert amount in figures]* () *[insert amount 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 toward delivery of 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.

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 Applicant on its account number.....*[insert number]* at.....*[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant 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, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

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

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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. 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 Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert identification no]

Name of the Assignment: _____ [insert name of the assignment] to:

_____ [insert complete name of Procuring Entity]

In response to 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

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	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)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

- ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”

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: [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 signed [insert date of signing] day of..... [Insert month], [insert year]
month], [insert year]*