NG-CDF SUBUKIA

NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND
SUBUKIA CONSTITUENCY

TENDER DOCUMENT FOR SUPPLY AND DELIVERY OF OFFICE STATIONERIES AND OFFICE COMMON USER ITEMS

TENDER NO.
NG-CDFSUBUKIA/STATIONERY/01/2026-2027
TENDER - RESERVED

CLOSING/ OPENING DATE: 9/11/2026TIME: 10:00AM

FRAMEWORK AGREEMENT (CALL OFFS)

DATE: 26/10/2026

FUND ACCOUNT MANAGER
NG-CDF SUBUKIA
P. O. Box 86 - 20109,
SUBUKIA

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TENDER NAME: SUPPLY AND DELIVERY OF OFFICE STATIONERIES AND OFFICE COMMON USER ITEMS

TENDER NAME: NG-CDFSUBUKIA/STATIONERY/01/2026-2027

INVITATION TO TENDER
PROCURING ENTITY: NG-CDF SUBUKIA P.O BOX 86-20109 SUBUKIA

CONTRACT NAME AND DESCRIPTION: SUPPLY AND DELIVERY OF OFFICE STATIONERIES AND OFFICE COMMON USER ITEMS Tenders will be awarded on basis of Framework Agreement
The **NG-CDF SUBUKIA**, invites sealed tenders for the **SUPPLY AND DELIVERY OF OFFICE STATIONERIES AND OFFICE COMMON USER ITEMS**

Tendering will be conducted under **open competitive method (National)** using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

In case this tender is subject to a Reservation, specify the Group is eligible to tender, Insert e.g. "Tendering is **open to all Small and Medium Enterprises registered appropriately**with "). (not applicable

In case tender is subject to Multiple contracts/lots, insert **"Tenderers will be allowed to tender for one or more lots".**

Qualified and interested tenderers may obtain further information and inspect the Tender Documents at**Public Procurement Information Portal https://tenders.go.ke}).** During office hours [***0800 to 1700 hours]*** *at* the address given below.

FUND ACCOUNT MANAGER
NG-CDF SUBUKIA
P. O. Box 86 - 20109,
SUBUKIA

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Tender documents may be obtained electronically fromthe Website **Public Procurement Information Portal {https://tenders.go.ke}).** Tender documents obtained electronically will be free of charge.

Tender documents may be viewed and downloaded for free from the website **Public Procurement Information Portal {https://tenders.go.ke}).** Tenderers who download the tender document must forward their particulars immediately to (*insert email, telephone and postal address) to* facilitate any further clarification or addendum.

The Tenderer shall chronologically serialize all pages of the tender documents submitted.

Completed tenders must be delivered to the address below on or before ***9th November, 2026 10.00am.***
Electronic Tenders *will not be* permitted.

Tenders will be **OPENED SOON AFTER** the deadline date and time specified above or any dead linedate and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

Late tenders will be rejected.

The addresses referred to above are:

Completed Tender Documents, "**ORIGINAL**" enclosed in plain sealed envelope, marked with the Tender

FUND ACCOUNT MANAGER
NG-CDF SUBUKIA
P. O. Box 86 - 20109,
SUBUKIA

Number shall be addressed to: and be deposited in the tender box provided at the –**NG-CDF SUBUKIA office** so as to be received on or before…***9th November, 2026 10.00am***.

All Bid Documents must be serialized /paginated.

Tenders will be opened immediately thereafter in the presence of the tenderers or their representativeswho choose to attend the opening at the **NG-CDF SUBUKIA Boardroom**

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

Scope of Tender

The Procuring Entity as defined in the TDS invites tenders for supply of goods and, if applicable, any RelatedServices incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.

Throughout this tendering document:

the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including ifspecified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
if the context so requires, "singular" means "plural" and vice versa;
"Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

Fraud and Corruption

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 submittedby a person shall include a declaration that the person shall not engage in any corrupt or fraudulentpractice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

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.

Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender documentall information that would in that respect give such firm any unfair competitive advantage over competing firms.

Eligible Tenderers

A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institutionsubject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under anexisting agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles and aunts)* are not eligible to participate in the tender.
In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS.**
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.
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:
directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
receives or has received any direct or indirect subsidy from another Tenderer; or
has the same - representative or ownership as another Tenderer; or
has a relationship with another Tenderer, directly or through common third parties, that puts it ina position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
or any of its affiliates participated as a consultant in the preparation of the design or technicalspecifications of the goods that are the subject of the Tender; or
or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity orProcuring Entity for the Contract implementation; or
would be providing goods, works, or non-consulting services resulting from or directly related toconsulting services for the preparation or implementation of the project specified in the **TDS** ITT
1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9.A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is availablefrom the PPRA's website www.ppra.go.ke
Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awardeda Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget supportfrom any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. *Public employees and their close relatives are not eligible to participate in the tender.*
Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations,Kenya prohibits commercial relations with that country, or(b) by an act of compliance with a decisionof the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country,or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directlyor indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entityto provide consulting services for the preparation of the design, specifications, and other documents

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

Where the law requires tenderers to be registered with certain authorities in Kenya, such registrationrequirements shall be defined in the **TDS**

The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are 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. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

Eligible Goods and Related Services

All the Goods and Related Services to be supplied under the Contract shall have their origin in anycountry that is eligible in accordance with ITT 3.9.

For purposes of this ITT, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" include services such as insurance, installation, training, and initial maintenance.

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.

A procuring entity shall ensure that the items listed below shall be sourced from Kenya and thereshall be no substitutions from foreign sources. The affected items are:
motor vehicles, plant and equipment which are assembled in Kenya;
furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement,leather, agro-processed products, sanitary products, and other goods made in Kenya; or
goods manufactured, mined, extracted or grown in Kenya.

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 beingsand to the environment shall not be eligible for procurement.

Sections of Tendering Document

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

PART 1: Tendering Procedures
Section I - Instructions to Tenderers (ITT)
Section II - Tendering Data Sheet (TDS)
Section III - Evaluation and Qualification Criteria
Section IV - Tendering Forms

PART 2: Supply Requirements
Section V - Schedule of Requirements

PART 3: Contract
Section VI - General Conditions of Contract (GCC)
Section VII - Special Conditions of Contract (SCC)
Section VIII- Contract Forms

The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring

Entity is not part of the tendering document.

Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.

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.

Clarification of Tendering Document

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

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

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

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

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

Amendment of Tendering Document

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

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

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

Cost of Tendering

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.

Language of Tender

The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompaniedby 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.

Documents Comprising the Tender

The Tender shall comprise the following:
Form of Tender prepared in accordance with ITT11;
Price Schedules: completed in accordance with ITT 11 and ITT 13;
Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
Alternative Tender: if permissible, in accordance with ITT12;
Authorization: written confirmation authorizing the signatory of the Tender to commit theTenderer, in accordance with ITT19.3;
Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tendererqualifications to perform the Contract if its Tender is accepted;
Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing theTenderer eligibility to tender;
Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
Conformity: documentary evidence in accordance with ITT15.2 that the Goods and RelatedServices conform to the tender document; and
any other document required in the **TDS**.

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

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

Form of Tender and Price Schedules

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

Alternative Tenders

Unless otherwise specified **in the TDS,** alternative Tenders shall not be considered.
Tender Prices and discounts

The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conformto the requirements specified below.

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

The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price

of the Tender, including any discounts offered.

The Tenderer shall quote any discounts and indicate the methodology for their application in the formof tender. Conditiona discounts will be rejected.

Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subjectto variation on any account, unless otherwise specified **in the TDS.** A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT
28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustmen shall be treated as zero.

If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combinationof 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 Contract within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.

The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.

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 comparisonof Tenders by the Procuring Entity. This shal not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:
For Goods manufactured in Kenya:
the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable)
final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
any sales tax and other taxes which will be payable in Kenya on the Goods if the Contractis awarded to the Tenderer; and
the price for inland transportation, insurance, and other local services required to conveythe Goods to their final destination specified **in the TDS.**
For Goods manufactured outside Kenya, to be imported:
the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **inthe TDS;**
the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in theTDS;**
For Goods manufactured outside Kenya, already imported:
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 taxesalready paid or to be paid on the Goods already imported;
the custom duties and other import taxes already paid (need to be supported withdocumentary evidence) or to be paid on the Goods already imported;
any sales and other taxes levied in Kenya which will be payable on the Goods if theContract is awarded to the Tenderer; and
the price for inland transportation, insurance, and other local services required to conveythe Goods from the named place of destination to their final destination (Project Site) specified **in the TDS.**

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).

Currencies of Tender and Payment

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

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

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

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

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

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.

The documentary evidence may be in the form of literature, drawings or data, and shall consist of adetailed 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.

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

Standards for workmanship, process, material, and equipment, as well as references to brand namesor catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intendedto 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.

Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in SectionIV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;

that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equippedand 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

that the Tenderer meets each of the qualification criterion specified in Section III, Evaluationand Qualification Criteria.

Period of Validity of Tenders

Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validityperiod starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses

shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.

If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted bythe 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.

Tender Security

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.**

A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demandguarantee in any of the following forms at the Tenderer option:
cash;
a bank guarantee;
a guarantee by an insurance company registered and licensed by the Insurance RegulatoryAuthority listed by the Authority; or
a letter of credit; or
guarantee by a deposit taking micro-finance institution, Sacco society, the Youth EnterpriseDevelopment Fund or the Women Enterprise Fund.

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 Kenyato make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty
(30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.

If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantiallyresponsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46.The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period. The Tender Security of the successful Tenderer shall be returned as promptly as possible once thesuccessful Tenderer has signed the Contract and furnished the required Performance Security.

The Tender Security may be forfeited or the Tender Securing Declaration executed:
if a Tenderer withdraws its Tender during the period of Tender validity specified by theTenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
if the successful Tenderer fails to:
sign the Contract in accordance with ITT 45; or
furnish a Performance Security in accordance with ITT 46.
Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRAthat PPRA debars the Tenderer from participating in public procurement as provided in the law.

The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.

A tenderer shall not issue a tender security to guarantee itself.

Format and Signing of Tender

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 12, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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.

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 consistof 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.

In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.

Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by theperson signing the Tender.

Submission and Opening of Tenders

Sealing and Marking of Tenders

Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, orin a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and datefor Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

in an envelope or package or container marked "ORIGINAL", all documents comprising theTender, as described in ITT 11; and

in an envelope or package or container marked "COPIES", all required copies of the Tender; and

if alternative Tenders are permitted in accordance with ITT 12, and if relevant:

in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER",the alternative Tender; and

in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", allrequired copies of the alternative Tender.

The inner envelopes or packages or containers shall:

bear the name and address of the Procuring Entity.

bear the name and address of the Tenderer; and

bear the name and Reference number of the Tender.

Where a tender package or container cannot fit in the tender box, the procuring entity shall:

Specify in the **TDS where** such documents should be received.

maintain a record of tenders received and issue acknowledgement receipt note to each tendererspecifying time and date of receipt.

Ensure all tenders received are handed over to the tender opening committee for opening atthe specified opening place and time.

If an envelope or package or container is not sealed and marked as required, the *Procuring Entity*

will assume no responsibility for the misplacement or premature opening of the Tender. Tendersmisplaced or opened prematurely will not be accepted.

Deadline for Submission of Tenders

Tenders must be received by the Procuring Entity at the address and no later than the date and timespecified **in the TDS.** When so specified **in the TDS**, Tenderers shall have the option of submittingtheir Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.

The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject tothe deadline as extended.

Late Tenders

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

Withdrawal, Substitution, and Modification of Tenders

A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending awritten notice, duly signed by an authorized representative, and shall include a copy of the authorization(the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, inaccordance with ITT 22.

Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

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 Tendereron the Form of Tender or any extension thereof.

Tender Opening

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

Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tendererand whether there is a modification; the total Tender Prices, per lot (contract) if applicable, includingany 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.
Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shallbe considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are tobe initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS.**
The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).

The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
the Tender Price, per lot (contract) if applicable, including any discounts;
any alternative Tenders;
the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
number of pages of each tender document submitted.

The Tenderers' representatives who are present shall be requested to sign the record. The omission ofa Tenderer signature on the record shall not invalidate the contents and effect of the record. A copyof the tender opening register shall be issued to a Tenderer upon request.

Evaluation and Comparison of Tenders

Confidentiality

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 untilthe information on Intention to Award the Contract is transmitted to all Tenderers in accordance withITT 41.

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.

Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

Clarification of Tenders

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 requestby the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordancewith ITT 30.

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

Deviations, Reservations, and Omissions

During the evaluation of Tenders, the following definitions apply:
"Deviation" is a departure from the requirements specified in the Tendering document;
"Reservation" is the setting of limiting conditions or withholding from complete acceptance ofthe requirements specified in the tendering document; and
"Omission" is the failure to submit part or all of the information or documentation required inthe tendering document.

Determination of Responsiveness

The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

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:
if accepted, would:
affect in any substantial way the scope, quality, or performance of the Goods and RelatedServices specified in the Contract; or
limit in any substantial way, inconsistent with the tendering document, the ProcuringEntity's rights or the Tenderer obligations under the Contract; or
if rectified, would unfairly affect the competitive position of other Tenderers presentingsubstantially responsive Tenders.

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

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.

Non-conformities, Errors and Omissions

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

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.

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**. The adjustment shall be based on the ***average*** priceof the item or component as quoted in other substantially responsive Tenders. If the price of the itemor component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
Arithmetical Errors

The tender sum as submitted and read out during the tender opening shall be absolute and final andshall not be the subject of correction, adjustment or amendment in any way by any person or entity.

Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on thefollowing basis:
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 .
Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotaland 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
if there is a discrepancy between words and figures, the amount in words shall prevail.

Tenderers shall be notified of any error detected in their bid during the notification of a ward.

Conversion to Single Currency

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

Margin of Preference and Reservations

A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:
motor vehicles, plant and equipment which are assembled in Kenya;
furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement,leather agro-processing, sanitary products, and other goods made in Kenya; or
goods manufactured, mined, extracted or grown in Kenya.

A margin of preference shall not be allowed unless it is specified so in the **TDS**.

Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups s as provided in ITT 32.5.

Where it is intended to reserve a contract to a specific group of businesses (these groups are Smalland Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

Evaluation of Tenders

The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. The evaluation and award of contracts will be based on Packages".. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
substantially responsive to the tender documents; and
the lowest evaluated price.
Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS;** and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall considerthe following:
price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
converting the amount resulting from applying (a) and (b) above, if relevant, to a singlecurrency in accordance with ITT 31;
price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3;and
any additional evaluation factors specified **in the TDS** and Section III, Evaluation andQualification Criteria.

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

Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or basedon a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification

Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare theEligibility and Qualification Criteria Form for each Lot.

The Procuring Entity's evaluation of a Tender will include and consider:
in the case of Goods manufactured in Kenya, sales and other similar taxes, which will bepayable on the goods if a contract is awarded to the Tenderer;
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, whichwill be payable on the Goods if the contract is awarded to the Tenderer;

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

Comparison of Tenders

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

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

Abnormally High Tenders
An abnormally high price is one where the tender price, in combination with other constituent elementsof the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned thatit (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.

In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
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'sbudget considerations.
If specifications, scope of work and/or conditions of contract are contributory to the abnormallyhigh tender prices, the Procuring Entity shall reject all tenders and may retender for the contractbased on revised estimates, specifications, scope of work and conditions of contract, as the casemay be.

If the Procuring Entity determines that the Tender Price is abnormally too high because genuine

competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

Post-Qualification of the Tenderer

The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selectedas having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not takeinto consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document),or any other firm(s) different from the Tenderer.

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 evaluatedcost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

Lowest Evaluated Tender

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

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

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

Award of Contract

Award Criteria

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

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

41.1 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.**
Notice of Intention to enter into a Contract

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entityshall issue a Notification of Intention to Enter into a Contract / Notification of award to all tendererswhich shall contain, at a minimum, the following information:
the name and address of the Tenderer submitting the successful tender;
the Contract price of the successful tender;
a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
the expiry date of the Standstill Period; and

instructions on how to request a debriefing and/or submit a complaint during the standstill period;

Standstill Period

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

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

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

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

Letter of Award
Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the ProcuringEntity 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 21days of the date of the letter.

Signing of Contract

Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and uponthe parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign,date, and return it to the Procuring Entity.
The written contract shall be entered into within the period specified in the notification of awardand before expiry of the tender validity period.

Performance Security

Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offeringthe next lowest Evaluated Tender.
Performance security shall not be required for a contract, if so specified in the **TDS**.

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

name and reference number of the contract being awarded, a summary of its scope and theselection method used;
the name of the successful Tenderer, the final total contract price, the contract duration.
dates of signature, commencement and completion of contract;
names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

Procurement Related Complaints and Administrative Review
The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

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 shall complement, supplement, or amend the provisions in the Instructions toTenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	The reference number of the Invitation for Tenders is: ***[insert reference number of the Request for Tenders]*** **NG-CDFSUBUKIA/STATIONERY/01/2026-2027** The Procuring Entity is ***NG-CDF SUBUKIA*** The name of the Contract is: ***Supply And Delivery Of Office Stationeries and Office Common User Items*** The number and identification of lots (contracts) comprising this Invitation for Tenders is: **NG-CDFSUBUKIA/STATIONERY/01/2026-2027**
ITT 2.3	The Information made available on competing firms is as follows: _____ The firms that provided consulting services for the contract being tendered for are: ***NOT APPLICABLE***
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: ***[insert a number]NOT APPLICABLE***
ITT 3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be to be registered with ***NOT APPLICABLE***
	B. Contents of Tendering Document
ITT 6.1	Address where to send enquiries is _**NG-CDF SUBUKIA**_ (*provide postal and email addresses)* to reach the Procuring Entity not later than__**9th November 2026, AT 10:00 AM** _____(*specify date and time*). The Procuring Entity publish its response at the website _
ITT 6.2	A pre-tender conference will **not be held** (*select one*) on__(*specifydate and time*) at(*specify city, street, building, floor and room)*
ITT 6.3	The questions to reach the Procuring Entity not later than _ ***NOT APPLICABLE*** _____(*specify date and time*).
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the at the website _____. ***NOT APPLICABLE***
	C. Preparation of Tenders
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: ***[list any additional documents not already listed in ITT 11.1 that must be submitted with the Tender]***

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 12.1	Alternative Tenders **"shall not be"**____considered. ***[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria. See Section III for further details]***
ITT 13.5	The prices quoted by the Tenderer **"shall not"** be subject to adjustment during the performance of the Contract.
ITT 13.6	Prices quoted for each lot (contract) shall correspond at least **to *[100%]*** percent of the items specified for each lot (contract).

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	Prices quoted for each item of a lot shall correspond at least to ***[100%]*** percent of the quantities specified for this item of a lot.
ITT 13.8 (a) (i) and (iii)	Place of final destination: ***[NG-CDF SUBUKIA OFFICE]***
ITT 13.8 (a) (iii)	Final Destination (Project Site): [*insert final destination/project site, if different from named place of destination*] ***[NG-CDF SUBUKIA OFFICES)***
ITT 13.8 (b) (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 which is inclusiveof price quoted.
13.8 (c) (iv)	lace of final destination (Project Site) is **NG-CDF SUBUKIA**
ITT 14.2	Foreign currency requirements **Not Allowed.**
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***[insert duration]*** **Not Applicable**
ITT 16.2 (a)	Manufacturer's authorization is: ***[insert "required" or "not required"]*** **Not Applicable**
ITT 16.2 (b)	After sales service is: ***[insert "required" or "not required"]*** **Not Applicable**
ITT 17.1	The Tender validity period shall be **120 days**
ITT 17.3	The Number of days beyond the expiry of the initial tender validity period will be **_____30_____**days. The Tender price shall be adjusted by the following percentages of the tender price: By____% of t*he local currency portion of the Contract price adjusted toreflect local inflation during the period of extension, and* **Not Applicable** *By____% the foreign currency portion of the Contract price adjusted toreflect the international inflation during the period of extension.* **Not Applicable**
ITT 18.1	***[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]*** A *Tender Security* ***"shall not be"*** required. A Tender-Securing Declaration ***"shall be"*** required. If a Tender Security shall be required, the amount and currency of the Tender Security shallbe Not **Applicable**
ITT 19.1	In addition to the original of the Tender, the number of copies is**: *only the original copy***
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**:** ***[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender].***
	D. Submission and Opening of Tenders
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: **- NG-CDF SUBUKIA OFFICE**
ITT 21.1	For **Tender submission purposes** only, the Procuring Entity's address is: ***[This address may be the same as or different from that specified under provision ITT 7.1 for clarifications]*** Attention: ***NG-CDF SUBUKIA*** ***P.O BOX 86-20109*** ***SUBUKIA*** **The deadline for Tender submission is:9th November, 2026 at 10:00A.M**

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	Date: *[9th November ,2026 at 10.00am]* Time: 10:00AM Tenderers ***"shall not"*** have the option of submitting their Tenders electronically.The electronic Tendering submission procedures shall be: **Not Applicable**
ITT 24.1	The Tender opening shall take place at: Attention: ***NG-CDF SUBUKIA boardroom*** Date: 9th ***November ,2026*** Time: **10:00AM** The electronic Tender opening procedures shall be: **Not Applicable**
ITT 24.6	The number of representatives of the Procuring Entity to sign is **AT LEAST THREE**
E. Evaluation and Comparison of Tenders	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below:
ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convertat 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 in Kenya.]*** The date for the exchange rate shall be: **Not Applicable**
ITT 32.3	A margin of preference and/or reservation ***"shall not"*** apply and specify the details. If a margin of preference applies, the application methodology shall be defined in SectionIII – Evaluation and Qualification Criteria.
ITT 32.5	The invitation to tender is extended to the following group that qualify for Reservations ___ _ who shall be duly registered with_____**Not Applicable _____**
ITT 33.2	**Price evaluation will be done for THE CONSUMABLES (*specify Items or Lots (contracts)*)**
ITT 33.2 (d)	Additional evaluation factors are __**N/A**
ITT 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]*** **Not Applicable** Deviation in Delivery schedule: ***[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]*** Deviation in payment schedule: ***[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]*** the cost of major replacement component, mandatory spare parts, and service: ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]*** the availability in Kenya of spare parts and after-sales services for the equipment offeredin the Tender ***[insert Yes or No. If yes, insert the Methodology and criteria in SectionIII, Evaluation and Qualification Criteria]*** Life cycle costs: the costs during the life of the goods or equipment ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]*** the performance and productivity of the equipment offered; *[Insert* ***Yes or No. If yes, insert the Methodology and criteria]*** ***[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]***
	F. Award of Contract
ITT 41.1	The maximum percentage by which quantities may be increased is: ***[insert percentage]***

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	The maximum percentage by which quantities may be decreased is: ***[insert percentage] ON AS AND WHEN REQUIRED.***
ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed_____% and without any change in the unit prices orother terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance security if so required shall be in the sum of**Not Applicable**
ITT 49.1	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 www.ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submitits complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: ***[NG-CDF SUBUKIA*** ***P.O BOX 86-20109*** ***SUBUKIA*** Title/position: *[insert title/position]* Procuring Entity: *[insert name of Procuring Entity]* Email address*: [insert email address]* 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

General Provisions

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 is to be converted) was originally established.

b) Value of single contract - Exchange rate prevailing on the date of the contract signature.

c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

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 Document for Goods and Works for evaluating Tenders

Evaluation and contract award Criteria

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

Meets the qualification criteria,

Has been determined to be substantially responsive to the Tender Documents.

Is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

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 complete in all aspects in meeting the requirements of "Part 2 – Procuring Entity's Works Requirements", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

1. MANDATORY REQUIREMENTS

MANDATORY ELIGIBITY CRITERIA
The Tenderer must prepare a Form of Tender on stationery with company letterhead clearly showing the Tenderer's complete name, Contact business address, duly completed, signed and stamped. Tenderers are reminded that this is a mandatory requirement.
Must fill sign and stamp Confidential Business Questionnaire .
Provide proof of power of attorney (of tender signatory if not director of the company/ partner, signed and stamped by Commissioner of Oaths)
Valid Copy of Incorporation/ Company Registration Certificate
Valid Copy of the CR12/CR14 certificate and copies of national identity cards (both sides)/ passport documents of all the directors, (updated within the last 12 months)
Valid Copy of the KRA Pin Certificate
Valid Copy of Tax Compliance Certificate or Tax Exemption Certificate
Valid Copy of Current Single Business Permit (for the year 2024)
Valid Copy of AGPO Certificate.
Provide 1 No Original Bid
Not Insolvent, In Receivership, Bankrupt, or In the Process of Being Wound Not Guilty of Any Serious Violation of Fair Employment Laws and Practices (Certified Self Declaration)
Must Duly Fill, Sign and stamped the Certificate of Independent Tender Determination in the provided format
Must duly Fill, Sign and Stamp the Self-declaration form that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 in theformat provided - Form SD1.
Must duly Fill, Sign and Stamp the Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice in the format provided - Form SD2
Must dully Fill, Sign and Stamp and submit Declaration and Commitment to the Code of Ethics in the format provided Form-SD3
Provide proof of financial capability Either Attach authenticated and certified audited accounts for the last 3 years for the Limited Companies or Certified and Valid copies ofbank statements for the last Six Months (certified by the respective bank) or a Bank Letter
Properly bound; perfect cover, hard cover or case bound *(use of spring bound and springfiles will lead to automatic disqualification)*, paginated, serialized tender document (each page of the tender submission must have a number and the numbers must be in chronological order). For pagination, Arabic Numerals shall be used, i.e. 1,2,3,4,5,6,7,8,9,10.... n (n being the last numerical page of the tender document)
All submitted documents must be clear and legible. Mistakes must not be erased but shouldbe crossed out and corrections made and initiated by the persons signing the tender. Certification of documents must be done by the commissioner of oaths. Any bidder who fails to adhere to the requirement will be automatically be disqualified

Tenderers who meet the above requirements will proceed to financial evaluation.

FINANCIAL EVALUATION CRITERIA

The financial evaluation will commence with financial ranking of the bids from the lowest to thehighest.
In case of discrepancy between the unit price and the total price, the unit price shall prevail.
Arithmetical Errors will be calculated and the effect of the error on the overall bid shall bereported.
Comparison of bid rates with the Market rates will be done.

Specifications:

COMPUTER STATIONERY AND TONNERS

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICES (KSH.)
	TONNER	PC	AWR	
1.	ESPON INK L4260 Series	PC	AWR	
2.	TONNER 12A	PC	AWR	
3.	FAX FILM NO KX-FA 57E	PC	AWR	
4.	TONNER 2420	PC	AWR	
5.	TONNER 49A	PC	AWR	
6.	LASERJET 1018	PC	AWR	
7.	HP LASERJET 13A-(1300)	PC	AWR	
8.	TONNER 42A	PC	AWR	
9.	TONNER Q5950/51/52	PC	AWR	
10.	LASERJET 5L	PC	AWR	
11.	HP LASERJET 1150	PC	AWR	
12.	HP LASER 4100	PC	AWR	
13.	HP LESERJET Q7353 A	PC	AWR	
14.	HP LASERJET 59A	PC	AWR	
15.	HP LASERJET 27	PC	AWR	
16.	TONNER KYOCERA – 5002i	PC	AWR	
17.	TK 7205 TONER KYOCERA	PC	AWR	
18.	TONNER C 7115A	PC	AWR	
19.	TONNER 106R 01048 RICHOH – FT 410	PC	AWR	
20.	TONNER HP LASERJET 207A	PC	AWR	
21.	TONNER HP LASERJET 27X	PC	AWR	
22.	TONNER HP LASERJET Q2610A	PC	AWR	
23.	TONNER HP LASERJET Q6511A	PC	AWR	
24.	TONNER HP LASERJET Q2613A	PC	AWR	
25.	TONNER HP LASERJET Q7115A	PC	AWR	
26.	TONNER HP LASERJET Q1338A	PC	AWR	
27.	TONNER HP LASERJET Q5949A	PC	AWR	
28.	TONNER HP LASERJET C4092A	PC	AWR	
29.	TONNER HP LASERJET Q3960A BLACK	PC	AWR	
30.	TONNER HP LASERJET Q3963A MAGENTA	PC	AWR	
31.	TONNER HP LASERJET	PC	AWR	

	Q3961A CYAN			
32.	TONNER HP LASERJET Q3962A YELLOW	PC	AWR	
33.	TONNER HP LASERJET Q6470A BLACK	PC	AWR	
34.	TONNER HP LASERJET Q7583A MAGENTA	PC	AWR	
35.	TONNER HP LASERJET Q7581A CYAN	PC	AWR	
36.	TONNER HP LASERJET Q7582A YELLOW	PC	AWR	
37.	TONNER HP LASERJET Q5945A	PC	AWR	
38.	TONNER HP LASERJET Q7551A	PC	AWR	
39.	TONNER HP LASERJET Q7516A	PC	AWR	
40.	TONNER 85A	PC	AWR	
41.	TONNER 05A	PC	AWR	
42.	TONNER HP LASERJET 81A	PC	AWR	
43.	TONNER HP LASERJET 53A	PC	AWR	
44.	TONNER HP LASERJET 37A	PC	AWR	
45	TONNER HP LASERJET 91A	PC	AWR	

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICES (KSH.)
1.	31/2 floppy computer diskettes	Set	AWR	
2.	Ammonia printing paper	Roll	AWR	
3.	Computer catridge ribbon	No	AWR	
4.	Computer Toner 13A	No	AWR	
5.	Computer Catridges	No	AWR	
6.	Catridge No.56 Black	No.	AWR	
7.	Catridge No. 35A	No	AWR	
8	Catridge No. 283A	No	AWR	
9.	Catridge No. 650A BLACK	No	AWR	
10	Catridge No. 650A TRI-COLOUR	No	AWR	
11.	Catridge No. 540A BLACK	No	AWR	
12.	Catridge No. 541 A CYAN	No	AWR	
13.	Catridge No. 542A YELLOW	No	AWR	
14.	Catridge No. 543A MAGENTA	No	AWR	
15.	Catridge No. TK-6305	No	AWR	
16.	Catridge No.TK-8500 05 Y	No	AWR	
17.	Catridge No.TK-8505 C	No	AWR	
18.	Catridge No.TK-8505 M	No	AWR	
19.	Catridge No.TK-8505 K	No	AWR	
20.	Catridge No.57 Colour	No.	AWR	
21.	Catridge No.27 Black	No.	AWR	
22.	Catridge No.28 Colour	No.	AWR	
23.	Envelops A3	No	AWR	
24.	Envelopes A4	No	AWR	
25.	Envelopes A5	No	AWR	

26.	Envelopes 9x6	No	AWR	
27.	Envelopes C7	No	AWR	
28.	Box files complete with guard	No	AWR	
29.	Spring files PVC	No	AWR	
30.	Felt pens Long Lasting	No	AWR	
31.	Ruled papers (Fullscap)	Ream	AWR	
32.	Counter books 4Quire	No.	AWR	
33.	Carbon papers (pelican)	Pkt	AWR	
34.	Biro pens Bic	Pkt	AWR	
35.	Photocopy papers (Azhar)	Ream	AWR	
36.	Typing Papers	Ream	AWR	
37.	Transparencies A4 Size (Assorted Colours)	Ream	AWR	
38.	Plastic Holder	No.	AWR	
39.	Ruled Paper (Fulscap)	Pkt	AWR	
40.	Shorthand Note Book	No.	AWR	
41.	Embossed papers A4 size (All Colours)	Reams of 100 sheets	AWR	
42.	Photocopy papers A3 vista or its equivalent	Ream	AWR	
43.	Masking tapes ¾ "	No.	AWR	
44.	Blackboard dusters	No.	AWR	
45.	Chalk dustless	Pkt	AWR	
46.	Field notebook	No.	AWR	
47.	Hardcover Books 4 Quire	No.	AWR	
48.	Hardcover Books 3 Quire	No.	AWR	
49.	Hardcover Books 2 Quire	No.	AWR	
50.	Flash disk sahara 256 MB	No.	AWR	
51.	Flash disk 1GB	No.	AWR	
52.	Flash disk Sahara 2GB	No	AWR	
53.	Drafting Film 0.75mx10m	Roll	AWR	
54.	Tracing paper 0.75mx10m	Roll	AWR	
55.	Ammonia Solution	Ltr	AWR	
56.	Ammonia Paper 0.75mx10m	Roll	AWR	
57.	Ammonia Paper 1.0x10m	Roll	AWR	
58.	Cartridge paper 0.75x10m	Roll	AWR	
59.	Toshiba Tonner	No	AWR	
60.	Kyocera Mota	No	AWR	
61.	Tonner TK 6115	No.	AWR	
62.	HP Ink cartridge Magenta 11	No.	AWR	
63.	HP Ink cartridge Cyan 11	No	AWR	
64.	HP Ink cartridge Yellow 11	No.	AWR	
65.	HP Ink cartridge Black 11	No.	AWR	
66.	Computer Cartridge No.130	Pcs	AWR	
67.	Computer Cartridge No.135	Pcs	AWR	
68.	Printer Cartridge HP 1200 Series	Pcs	AWR	
69.	Printer Cartridge HP Laserjet P2015	Pcs	AWR	
70.	Cartridges A 50	Pcs	AWR	
71.	Smart pens for transparencies A4	Pcs	AWR	
72.	Toner Cartridge 53A	No.	AWR	
73.	Printer Cartridge 130	No.	AWR	
74.	Printer Cartridge 135	No.	AWR	
75.	Printer Cartridge 17	No.	AWR	
76.	Printer Cartridge 15	No.	AWR	

77.	Printer Cartridge 28	No.	AWR	
78.	Printer Cartridge 27	No.	AWR	
79.	Printer Cartridge 305A	No.	AWR	
80.	Printer Cartridge 305-Y-M-C-K	No.	AWR	
81.	Printer Cartridge PRO 400M 401D	No.	AWR	
82.	Printer Cartridge Canon 1BP-3460	No.	AWR	
83.	Printer Cartridge Canon 71	No.	AWR	
84.	Toshiba Toner Studio 163	No.	AWR	
85.	Kyocera Toner 8030	No.	AWR	
86.	Memory Sticks 4GB	No.	AWR	
87.	External Hard Disk	No.	AWR	
88.	Printer Data Cable	Pcs	AWR	
89.	Fax Film KXFA 57E	No.	AWR	
90.	Fax Film KXFA 136A	No.	AWR	
91.	PMS Roll	No.	AWR	
92.	PMS Ribbon	No.	AWR	
93.	Cartridges (HP Laser jet P 4015X)	Pcs	AWR	
94.	Manila Papers	Ream.	AWR	
95.	Exercise Books 200pgs Ruled/Squared	No.	AWR	
96.	Exercise Books A4 200 Pgs Ruled/Squared.	No.	AWR	
97.	File Covers Plastic	No.	AWR	
98.	Lamination Films	Pkts	AWR	
99.	Duplicating papers	Ream	AWR	
100.	Duplicating Ink	No.	AWR	
101.	Office Pins (50g)	Pkt	AWR	
102.	Office Glue (160 gms)	Bottle	AWR	
103.	Paper Clips (100Pcs) 33mm	Pkt	AWR	
104.	Flip Charts	No	AWR	
105.	Flip Boards(large size)	No	AWR	
106	Paper punch(giant) heavy duty	No	AWR	
107	Paper punch large	No	AWR	
108	Paper punch kangaro size (Dp-540) or its equivalent	No	AWR	
109	Staple machine size kangaro (DS-45) or its equivalent	No	AWR	
110	Staple machine kangaro size (DS-435) or its equivalent	No	AWR	
111	Staple remover	No	AWR	
112	Sony CD-RW (Rewritable)	No	AWR	
113	Sony DVD-RW (Rewritable)	No	AWR	
114	External Hard Disk (1TB)	No	AWR	
115	Kaspersky Antivirus or it's equivalent	No	AWR	

PRICE EVALUATION

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT34 and its subparagraphs the following criteria shall apply:

Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.
[The Procuring Entity will highlight herein any particular details, characteristics,functional guarantees or other requirements under the specifications, which the Tenderer is required to specifically confirm or provide details as per Section V, Supply Requirements or otherparts of the Tender Document. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable evaluation of Technical parts of the Tender]

Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):

The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g. Performance securities, Payment and delivery schedules).

[The Procuring Entity will highlight herein any particular requirements under the Contract which the Tenderer is required to specifically confirm or provide informationto enable evaluation of Commercial Terms and Conditions of the Tender]

Evaluation Criteria (Other Factors) (ITT 33.6)

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 13.8, one or more of the following factors as specified in ITT 33.2(d) and in TDS ITT 33.6, using the following criteriaand methodologies.

Delivery schedule.

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Tender priceof Tenders offering deliveries later than the "Earliest Delivery Date" specified in Section V, Schedule of Requirements.

[An adjustment factor of 0.5% per week of delay would be reasonable. However, the adjustment factor should not be more than the rate of Liquidated Damages to be applied in case of delay in delivery of Goods and Services under the Contract conditions.]

Deviation in payment schedule. *[insert one of the following]*
tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall be evaluated on the basis of this base price. tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced Tender price offered by the tenderer selected on the basis ofthe base price for the payment schedule outlined in the SCC.
or

The SCC stipulates the payment schedule specified by the Procuring Entity. Ifa Tender deviate from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].

Cost of major replacement components, mandatory spare parts, and service. *[insertone of the followings]*
The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the TDS 15.4, is in the List of Goods. An adjustment equal to the total costof these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

or
The Procuring Entity will draw up a list of high-usage and high-value items ofcomponents and spare parts, along with estimated quantities of usage in the initial period of operation specified in the TDS 15.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer and added to the Tender price, for evaluation purposes only.
or
Tenderer shall provide along with its Tender, the list of recommended spare partsfor Goods offered indicating for each item of spare part the recommended quantity and unit, and total CIP final destination prices required during the initial period of operation specified in the TDS 15.4. The prices offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare parts to the Tenderer that issuccessful for the supply of Goods, by selecting at its option, from the Tender'slist of recommended spare parts, such items and quantities against each as the Procuring Entity may deem appropriate at the unit prices indicated by the Tenderer but not exceeding ----% (present) of the cost of Goods [normally not more than 10% or 15%.]

Availability in Kenya of spare parts and after sales services for equipmentoffered in the Tender.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Tender price, for evaluation purposes only.

Life Cycle Costs

If specified in TDS 33.6, an adjustment to consider the additional life cycle costsfor the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Tender price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified belowand the following information:

[Note to Procuring Entity: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Tenders. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.

[Either amend the following text as required, or delete if life cycle cost is notapplicable]

number of years for life cycle cost determination *[insert the number of years of*

economic life of Goods];
the discount rate to be applied to determine the net present value of the life-cycle-cost is *[insert the discount rate]*;
the annual operating and maintenance costs (recurrent costs) shall be determinedon the basis of the following methodology: *[insert methodology E.G. This should include factors that will be used for determination of life-cycle- cost such as costs of operation and maintenance, residual value at the end of economic life of Goods, major elements that will be used for determination of cost of operationand maintenance such as fuel, power, labor, spare parts, etc. unit prices of elements such as fuel, power, etc., quantity of annual usage such as Kms or Hours of operation of Goods, Formula for calculation of LCC, etc]*;
and the following information is required from tenderers *[insert any information required from tenderers, including prices e.g. Guaranteed fuel and/or power consumption, cost of labour, spare parts, etc]*.

Performance and productivity of the equipment: ***[insert one of the followings]***

i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performanceor efficiency offered in the Tender below the norm of 100, using the methodology specified below.
*[Insert the methodology and criteria if applicable e.g. The Following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; ii) Price of spare parts required for AAA years of operations, iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the tender documents; iv) Capitalized cost savings due to the equipment efficiency at the rate of **XXX** (specify currency and amount) for each **YYY %** (percent) above the **minimum ZZZ %** (percent) efficiency; v) Capitalized cost for the auxiliary power consumption at **PPP** (specify currency and amount) per KW for AAA years; and*
*vi) Applicable discount rate of **BBB%**.]*
or

ii) An adjustment to consider the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in ITT 33.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender with respect to minimum required values, using the methodology specified below.

[Insert the methodology and criteria if applicable E.G. The evaluation and comparison of responsive tenders shall be based on the total life cycle cost for XXX years, per unit of output. The life cycle cost shall be the sum of the initial purchase price of the equipment and the cost of operationin electric energy for XXX years of operation at unit cost of AAA (specify currency and amount) per kwh, discounted to net present value at YYY percent.]

Specific additional criteria

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.]

Multiple Contracts (ITT 33.4)
Tenders are invited for individual lots, the contract will be awarded to the tenderer offering a substantially responsive Tender(s) and the lowest evaluated cost for individual lots, subject to the selected tenderer(s) meeting the required qualification criteria (this Section III, Sub-Section ITT 36 Qualification Requirements) for each lot. In determining tenderer that offer the lowest evaluated cost to the Procuring Entity for each lot, the Procuring Entity shall apply the following steps in sequence:
evaluate individual lots to determine the substantially responsive Tenders and corresponding evaluatedcosts;

for each lot, rank the substantially responsive Tenders starting from the lowest evaluated cost for the lot;

apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a tenderer (s) for the award of each Lot based on the discounts and the methodologyfor their application offered by the respective Tenderer; and

determine contract award based on the lots that offer the tender offers each of which has the lowest evaluated cost to the Procuring Entity.

Alternative Tenders

(ITT 13.1) *An alternative if permitted under ITT 13.1, will be evaluated as follows: [insertone of the following]*
"A Tenderer may submit an alternative Tender only with a Tender for the base case. The Procuring Entity shall only consider the alternative Tenders offered by the Tenderer whose Tender for the base case was determined to be the Lowest Evaluated Tender." **or**
"A Tenderer may submit an alternative Tender with or without a Tender for the basecase. The Procuring Entity shall consider Tenders offered for alternatives as specifiedin the Technical Specifications of Section V, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 33."

MARGIN OF PREFERENCE

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%.

The margin of preference will be applied in accordance with, and subject to, the followingprovisions:
Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference. 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:
Group A: Tenders offering goods manufactured in Kenya, for which (a)labour, 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 assembledhas been engaged in manufacturing or assembling such goods at least since the dateof Tender Submission date;

Group B: All other Tenders offering Goods manufactured in Kenya;

Group C: Tenders offering Goods manufactured outside Kenya that havebeen already imported or that will be imported.

To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supportedby documentation may render the Tender non-responsive besides other sanctionsfor providing falsified information.

The Procuring Entity will first review the Tenders to confirm the appropriatenessof the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.

All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall becompared 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.

If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared withthe lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both pricesshall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above."

Post-Qualification of Tenderers (ITT 37)

[Note for Procuring Entity to be deleted before issuing the tender documents.

This STD for Procurement of Goods assumes that no Prequalification has taken place before tendering. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Tenderer and any Sub- Suppliers shall meet or continueto meet the Criteria used at the time of Prequalification.]

Post-Qualification Criteria (ITT 37.1)

In case the tender <u>was not subject to pre-qualification</u>, 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 (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post- qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluationof the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

[Note for Procuring Entity to be deleted before issuing the tender documents. *Select requirements (criteria) for post qualification from below as relevant andappropriate for the nature, size and type of Goods and Services to be procured. Generally, for procurement of Goods, unless the value of the item is very large, the*

criteria for assessment of Manufacturer's technical capability should always be considered more important than its financial resources. For very small value items, the criteria for financial capability may even be omitted].

If the Tenderer is a manufacturer

Financial Capability
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 supply cash flow of Kenya Shillings

_____

[or equivalent].
Minimum average annual supply turnover of Kenya Shillings_____*[insert amount, specify a figure about 2.5 times the total Tender price)] or* equivalentcalculated as total certified payments received for contracts of goods manufacturedand supplied within the last_____
_____*[insert number of years)*. In case of multiple contracts, limitation will be placed on thenumber of item(s) that will be awarded to the Tenderer.

Experience and Technical Capacity

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

[list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the tender document.] Samples of ExperienceRequirements:
The Tenderer shall be manufacturing similar Goods for the last
_____(*specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured*).
The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least
_____(*Insert number*) of contracts of similar Goods in the last __
_____ (*specify number*) each contract costing at least Kenya shillings_____equivalent and involving asupply of at least_percentage of required quantity (*usually the percentage is about 70-80%*) *in some cases where Procuring Entity requires deliveries in a scheduled manner over a specified time, include item (iii) below.*
(Optional) The installed capacity to manufacture____number of items (*specify the relevant item number*) shall not be less than_____units per _
_____ (*specifyweek or month*).

(Optional) Documentary Evidence of Usage of Goods (When appropriate)
The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in

successful use or operation for the last_____years. If the Tenderer is a JV,the evidence of demonstrated usage of Goods supplied in the past shall be inthe name of the JV.

If Tenderer is a Supplier:

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.
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 supply cash flow of Kenya Shillings

Minimum average annual supply turnover of Kenya Shillings

_____*[insert amount]* or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year]* years, divided by *[insert number of years]* years.
Has satisfactorily and substantially completed at least_____(*specify number*) contract(s) of a similar nature either within Kenya, the East AfricanCommunity or abroad, as a prime supplier or a joint venture member, each ofa minimum value in Kenya shillings

_____equivalent.
History of non-performing contracts:

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

Pending Litigation

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

4.6. Litigation History

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

SECTION IV - TENDERING FORMS

Form of Tender - Tenderer Information Form

Tenderer JV Members Information Form

Price Schedule: Goods Manufactured Outside Kenya, to be Imported Price Schedule: Goods Manufactured Outside Kenya, already imported Price Schedule: Goods Manufactured in KenyaPrice and Completion Schedule – Related Services
Form of Tender Security – Demand GuaranteeForm of Tender Security (Tender Bond)
Form of Tender-Securing Declaration Manufacturer's Authorization Form

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

The Tenderer must prepare this Form of Tender on ***Supply and Delivery of Office Stationeries and Office Common User Items with*** *itsletterhead clearly showing the Tenderer's complete name and business address.*

All italicized text is to help Tenderer in preparing this form.

Tenderer must complete and sign CERTIFICATE ***OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER*** *attached to this Form of Tender.*

Date of this Tender submission: 9th November 2026 *.....[insert date (as day, month andyear) of Tender submission]*

Tender Name and Identification: ***SUPPLY AND DELIVERY OF OFFICE STATIONERIES AND OFFICE COMMON USER ITEMS***

TENDER NO: NG-CDFSUBUKIA/STATIONERY/01/2026-2027

TENDER NAME: ***SUPPLY AND DELIVERY OF OFFICE STATIONERIES AND OFFICE COMMON USER ITEMS***

Alternative No.....Not Applicable.....*[insert identification No if this is aTender for an alternative]*
To: **NG-CDF SUBUKIA** *[Insert complete name of Procuring Entity]*

No reservations: We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);

Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;

Tender/Proposal-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration.or
Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;

Conformity: We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];

The total price of our Tender, excluding any discounts offered in item (f) below as per listed Lots (list each lot with its price and then the total of all tendered for lots) [*insert the prices ofthe Tender in words and figures, indicating the various amounts for lots and the respective currencies*];

Discounts: The discounts offered and the methodology for their application are:

The discounts offered are: [*Specify in detail each discount offered.*]

The exact method of calculations to determine the net price after application of discounts are shown below: [*Specify in detail the method that shall be used to apply the discounts*];

Tender Validity Period: Our Tender shall be valid for the period specified in **120**

DAYS TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) Performance Security: If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;

One Tender per tenderer: We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;

Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

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-ownedenterprise or institution but meet the requirements of ITT 3.7];*

Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:*[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

Procuring Entity Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

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.

Code of Ethical Conduct: We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from_____(*specify website*) during the procurement process and the execution of any resulting contract.

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.

We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

Tenderer's Eligibility; Confidential Business Questionnaire – to establish we arenot in any conflict to interest.
Certificate of Independent Tender Determination – to declare that we completedthe tender without colluding with other tenderers.
Self-Declaration of the Tenderer – to declare that we will, if awarded a contract,not engage in any form of fraud and corruption.
Declaration and commitment to the Code of Ethics for Persons Participating inPublic Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **"Appendix 1- Fraud and Corruption"** attached to the Form of Tender.
Name of the tenderer:.....
*[*insert complete name of the tenderer*]

Name of the person duly authorized to sign the Tender on behalf of the tenderer:

.....
**[*insert complete name of person duly authorized to sign the Tender*]

Title of the person signing the Tender:.....
[*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. Thepower of attorney shall be attached with the Tender Schedules.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the_____ _____*[Name of Procuring Entity]* for:_____*[Name andnumber of tender]* in response to the request for tenders made by:_____*[Name ofTenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of___*[Nameof Tenderer]* that:

I have read and I understand the contents of this Certificate;

I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

I am the authorized representative of the Tenderer with authority to sign this Certificate,and to submit the Tender on behalf of the Tenderer;

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:
has been requested to submit a Tender in response to this request for tenders;
could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

The Tenderer discloses that [check one of the following, as applicable]:
The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, andthe 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;

In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, therehas been no consultation, communication, agreement or arrangement with any competitor regarding:
prices;
methods, factors or formulas used to calculate prices;
the intention or decision to submit, or not to submit, a tender; or
the submission of a tender which does not meet the specifications of the requestfor Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

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;

the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

_____

Title

_____

Date

_____

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

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARREDIN 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:-

THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of
..... *(insert name of the Company)* who isa 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.

THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANYCORRUPT OR FRAUDULENT PRACTICE

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

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) f*or *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in anycorrupt 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.

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 agentsof .....*(name of the procuring entity).*

THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.

THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign……

Position.....

Office address…… Telephone……

E-mail……

Name of the Firm/Company……

Date……

(Company Seal/ Rubber Stamp where applicable)

Witness

Name ……

Sign……

Date……

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

Purpose

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. 33of 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.

Requirements

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 theprocurement 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.

Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
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 anyprocurement or asset disposal proceeding;
A person referred to under subsection (1) who contravenes the provisions of thatsub-section commits an offence;
Without limiting the generality of the subsection (1) and (2), the person shall be—
disqualified from entering into a contract for a procurement or asset disposalproceeding; or
if a contract has already been entered into with the person, the contract shall bevoidable;
The voiding of a contract by the procuring entity under subsection (7) does notlimit any legal remedy the procuring entity may have;
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 toa procurement:-
shall not take part in the procurement proceedings;
shall not, after a procurement contract has been entered into, take part inany decision relating to the procurement or contract; and
shall not be a subcontractor for the bidder to whom was awarded contract,or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

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;

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 thepublic entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the ProcuringEntity:

Defines broadly, for the purposes of the above provisions, the terms set forthbelow as follows:
"corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions ofanother party;
"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;
"collusive practice" is an arrangement between two or more parties designedto achieve an improper purpose, including to influence improperly the actions of another party;
"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;
"obstructive practice" is:

deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigatorsin order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt,fraudulent, coercive, or collusive practice; and/or threatening, harassing,or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

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.

Rejects a proposal for award[1] 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;

Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarmentof a firm or individual, as applicable under the Acts and Regulations;

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 inspect[2] 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

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 involvedin the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

TENDERER INFORMATION FORM

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

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

Tender Name and Identification [*Insert identification*

Alternative No.: **.NOT APPLICABLE**..*[insert identification No if this is a Tender for an alternative]*

Page___of_____pages

1. Tenderer's Name ..... *[insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]* ***NOT APPLICABLE***
3. Tenderer's actual or intended country of registration: ..... *[insert actual or intended country of registration]*
4. Tenderer's year of registration: ..... *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: ..... *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers *[insert Authorized Representative's telephone/fax numbers]* Email Address *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issuedby the Kenya Revenue Authority in accordance with ITT 3.14. Articles of Incorporation/Registration (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. **NOT APPLICABLE** In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: **NOT APPLICABLE** 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.

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM
Instruction to Tenderer

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

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	Country City Location Building Floor Postal Address Name and email of contactperson.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles. **(Not Applicable)**	
8		

General and Specific Details

Sole Proprietor, provide the following details.

Name in full___

Age___Nationality____

Country of Origin_____Citizenship ___

Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

Registered Company, provide the following details.

Private or public Company ____

State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent) .....
Issued Kenya Shillings (Equivalent) .....

Give details of Directors as follows.

	Names of Director	**Nationality**	**Citizenship**	**% Shares owned**
1				
2				
3				

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

Are there any person/persons in ..... (*Name of Procuring Entity)* who has an interestor relationship in this firm? Yes/No.....

If yes, provide details as follows.

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

Conflict of interest disclosure

	Type of Conflict	**Disclosure YES ORNO**	**If YES provide details of the relationship with Tenderer**
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design ortechnical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting servicesduring implementation of the contract specified in this Tender Document.		

	Type of Conflict	DisclosureYES OR NO	If YES provide details of the relationship with Tenderer
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who aredirectly or indirectly involved inthe preparation of the Tender document or specifications of theContract, 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 Contract.		
9	Has the conflict stemming from such relationship stated in item 7and 8 above been resolved in a manner acceptable to theProcuring Entity throughout the tendering process and execution of the Contract?		

Certification

On behalf of the Tenderer, I certify that the information given above is correct.Full Name_____
Title or Designation____

(Signature) *(Date)*

TENDERER'S JV MEMBERS INFORMATION FORM (NOT APPLICABLE)

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

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

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

Page___of_____pages

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name: *[insert JV's Member legal name]*
3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Tenderer's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Tenderer's JV Member's authorized representative informationName: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* 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. In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision ofthe Procuring Entity, in accordance with ITT 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

[The tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside Kenya, to be Imported (NOT APPLICABLE)

				(Group C Tenders, goods to be imported)Currencies in accordance with ITT 15			Date:_____ ITT No: _____ Alternative No: _____ Page N° of	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as definedby Incoterms	Quantity and physical unit	Unit price CIP *[insert place of destination]* 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 number 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	

Name of tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside Kenya, already imported* (NOT APPLICABLE)

(Group C Tenders, Goods already imported)Currencies in accordance with ITT 15

Date:_____ ITT No: _____
Alternative No: _____ Page N°of _____

1	2	3	4	5	6	7	8	9	10	11	12
LineItem N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid,in accordance with ITT 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 14.8(c)(ii), [tobe supported by documents]	Unit Price net of custom duties and import taxes, in accordancewith ITT 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination,as specified in TDS in accordance with ITT 14.8 (c)(v)	Sales and other taxes paid or payable per itemif Contract is awarded (in accordance with ITT 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert numberof t heitem]	*[insert name of Goods]*	*[insert country of originof th e Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties andtaxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services requiredin* Kenya*]*	*[insert sales and other taxes payable per item if Contractis awarded]*	*[insert total price per line item]*
										Total Tender Price	

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.]*

Price Schedule: Goods Manufactured in Kenya (NOT APPLICABLE)

Kenya _____	(Group A and B Tenders) Currencies in accordance with ITT 15	Date:_____ ITT No: _____ Alternative No: _____ Page N°_____of _____

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 with 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)
[insert number of the item]	*[insert name of Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]*	*[insert sales and other taxes payable per line item if Contractis awarded]*	*[insert total price per item]*
								Total Price	

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

Price and Completion Schedule - Related Services (NOT APPLICABLE)

Currencies in accordance with ITT 15					Date:ITT Alternative No: Page N° No: of ____	
1	2	3	4	5	6	7
ServiceN°	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 placeof Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
				Total Tender Price		

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

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee] (NOT APPLICABLE)Beneficiary:_____
Request for Tenders 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 sumor sums not exceeding in total an amount of (_____) upon receipt by us of the Beneficiary'scomplying 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 ("theTender 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 Framework Agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is notthe 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 aboveon 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] (NOT APPLICABLE)TENDER GUARANTEE No.: __

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").

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, theGuarantor 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___.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

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

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 Instructionsto 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 substantiateits 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.

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 Applicantis not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notificationto the Applicant of the results of the Tendering process; or (ii)twenty-eight 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 indicatedabove on or before that date.

_____ _____

[Date] [Signature of the Guarantor]

_____ _____

[Witness] [Seal]

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

FORM OF TENDER-SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]
Date:. . . . . *[insert date (as day, month and year) of TenderSubmission]*
Tender No *[Insert number of tendering process]*

To:.....
[insert complete name of Purchaser]

I/We, the undersigned, declare that:
I/We understand that, according to your conditions, bids must be supported by a Tender-SecuringDeclaration.

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 Purchaserduring 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.

I/We understand that this Tender Securing Declaration shall expire if we are not the successfulTenderer(s), upon the earlier of:
our receipt of a copy of your notification of the name of the successful Tenderer; or
thirty days after the expiration of our Tender.

I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be inthe 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 ofTenderer]*.
Dated on ..... day of *[Insert date of signing]*.

Seal or stamp.

MANUFACTURER'S AUTHORIZATION FORM (NOT APPLICABLE)

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

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

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

process] Alternative No.:.....*[insert identification No if this is aTender for an alternative]*

To *[Insert complete name of Procuring*

Entity] WHEREAS

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

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

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

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

Title: *[Insert title]*

Dated on_____day of_,_____*[insert date of signing]*

PART 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 toprepare 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, shouldserve 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 that "delivery" takes place when goods are delivered **to the final place of delivery**, 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 letter of credit).

List of Goods and Delivery Schedule

ITEMS UNDER THIS CONTRACT SHALL BE ORDERED ON 'AS AND WHEN REQUIRED BASIS 'DURING THE *CONTRACT PERIOD COMMENCING November 2026 ending December 2028*

COMPUTER STATIONERY AND TONNERS

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICES (KSH.)
	TONNER	PC	AWR	
1.	ESPON INK L4260 Series	PC	AWR	
2.	TONNER 12A	PC	AWR	
3.	FAX FILM NO KX-FA 57E	PC	AWR	
4.	TONNER 2420	PC	AWR	
5.	TONNER 49A	PC	AWR	
6.	LASERJET 1018	PC	AWR	
7.	HP LASERJET 13A-(1300)	PC	AWR	
8.	TONNER 42A	PC	AWR	
9.	TONNER Q5950/51/52	PC	AWR	
10.	LASERJET 5L	PC	AWR	
11.	HP LASERJET 1150	PC	AWR	
12.	HP LASER 4100	PC	AWR	
13.	HP LESERJET Q7353 A	PC	AWR	
14.	HP LASERJET 59A	PC	AWR	
15.	HP LASERJET 27	PC	AWR	
16.	TONNER KYOCERA – 5002i	PC	AWR	
17.	TK 7205 TONER KYOCERA	PC	AWR	
18.	TONNER C 7115A	PC	AWR	
19.	TONNER 106R 01048 RICHOH – FT 410	PC	AWR	
20.	TONNER HP LASERJET 207A	PC	AWR	
21.	TONNER HP LASERJET 27X	PC	AWR	
22.	TONNER HP LASERJET Q2610A	PC	AWR	
23.	TONNER HP LASERJET Q6511A	PC	AWR	
24.	TONNER HP LASERJET Q2613A	PC	AWR	
25.	TONNER HP LASERJET Q7115A	PC	AWR	
26.	TONNER HP LASERJET Q1338A	PC	AWR	
27.	TONNER HP LASERJET Q5949A	PC	AWR	
28.	TONNER HP LASERJET C4092A	PC	AWR	
29.	TONNER HP LASERJET Q3960A BLACK	PC	AWR	
30.	TONNER HP LASERJET Q3963A MAGENTA	PC	AWR	
31.	TONNER HP LASERJET Q3961A CYAN	PC	AWR	\
32.	TONNER HP LASERJET Q3962A YELLOW	PC	AWR	
33.	TONNER HP LASERJET Q6470A BLACK	PC	AWR	
34.	TONNER HP LASERJET Q7583A MAGENTA	PC	AWR	
35.	TONNER HP LASERJET Q7581A CYAN	PC	AWR	
36.	TONNER HP LASERJET Q7582A YELLOW	PC	AWR	
37.	TONNER HP LASERJET Q5945A	PC	AWR	
38.	TONNER HP LASERJET Q7551A	PC	AWR	
39.	TONNER HP LASERJET Q7516A	PC	AWR	
40.	TONNER 85A	PC	AWR	
41.	TONNER 05A	PC	AWR	
42.	TONNER HP LASERJET 81A	PC	AWR	
43.	TONNER HP LASERJET 53A	PC	AWR	
44.	TONNER HP LASERJET 37A	PC	AWR	
45	TONNER HP LASERJET 91A	PC	AWR	

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICES (KSH.)

1.	31/2 floppy computer diskettes	Set	AWR	
2.	Ammonia printing paper	Roll	AWR	
3.	Computer catridge ribbon	No	AWR	
4.	Computer Toner 13A	No	AWR	
5.	Computer Catridges	No	AWR	
6.	Catridge No.56 Black	No.	AWR	
7.	Catridge No. 35A	No	AWR	
8	Catridge No. 283A	No	AWR	
9.	Catridge No. 650A BLACK	No	AWR	
10	Catridge No. 650A TRI-COLOUR	No	AWR	
11.	Catridge No. 540A BLACK	No	AWR	
12.	Catridge No. 541 A CYAN	No	AWR	
13.	Catridge No. 542A YELLOW	No	AWR	
14.	Catridge No. 543A MAGENTA	No	AWR	
15.	Catridge No. TK-6305	No	AWR	
16.	Catridge No.TK-8500 05 Y	No	AWR	
17.	Catridge No.TK-8505 C	No	AWR	
18.	Catridge No.TK-8505 M	No	AWR	
19.	Catridge No.TK-8505 K	No	AWR	
20.	Catridge No.57 Colour	No.	AWR	
21.	Catridge No.27 Black	No.	AWR	
22.	Catridge No.28 Colour	No.	AWR	
23.	Envelops A3	No	AWR	
24.	Envelopes A4	No	AWR	
25.	Envelopes A5	No	AWR	
26.	Envelopes 9x6	No	AWR	
27.	Envelopes C7	No	AWR	
28.	Box files complete with guard	No	AWR	
29.	Spring files PVC	No	AWR	
30.	Felt pens Long Lasting	No	AWR	
31.	Ruled papers (Fullscap)	Ream	AWR	
32.	Counter books 4Quire	No.	AWR	
33.	Carbon papers (pelican)	Pkt	AWR	
34.	Biro pens Bic	Pkt	AWR	
35.	Photocopy papers (Azhar)	Ream	AWR	
36.	Typing Papers	Ream	AWR	
37.	Transparencies A4 Size (Assorted Colours)	Ream	AWR	
38.	Plastic Holder	No.	AWR	
39.	Ruled Paper (Fulscap)	Pkt	AWR	
40.	Shorthand Note Book	No.	AWR	
41.	Embossed papers A4 size (All Colours)	Reams of 100 sheets	AWR	
42.	Photocopy papers A3 vista or its equivalent	Ream	AWR	
43.	Masking tapes ¾ "	No.	AWR	
44.	Blackboard dusters	No.	AWR	
45.	Chalk dustless	Pkt	AWR	
46.	Field notebook	No.	AWR	
47.	Hardcover Books 4 Quire	No.	AWR	
48.	Hardcover Books 3 Quire	No.	AWR	
49.	Hardcover Books 2 Quire	No.	AWR	
50.	Flash disk sahara 256 MB	No.	AWR	
51.	Flash disk 1GB	No.	AWR	
52.	Flash disk Sahara 2GB	No	AWR	
53.	Drafting Film 0.75mx10m	Roll	AWR	
54.	Tracing paper 0.75mx10m	Roll	AWR	
55.	Ammonia Solution	Ltr	AWR	
56.	Ammonia Paper 0.75mx10m	Roll	AWR	
57.	Ammonia Paper 1.0x10m	Roll	AWR	

58.	Cartridge paper 0.75x10m	Roll	AWR	
59.	Toshiba Tonner	No	AWR	
60.	Kyocera Mota	No	AWR	
61.	Tonner TK 6115	No.	AWR	
62.	HP Ink cartridge Magenta 11	No.	AWR	
63.	HP Ink cartridge Cyan 11	No	AWR	
64.	HP Ink cartridge Yellow 11	No.	AWR	
65.	HP Ink cartridge Black 11	No.	AWR	
66.	Computer Cartridge No.130	Pcs	AWR	
67.	Computer Cartridge No.135	Pcs	AWR	
68.	Printer Cartridge HP 1200 Series	Pcs	AWR	
69.	Printer Cartridge HP Laserjet P2015	Pcs	AWR	
70.	Cartridges A 50	Pcs	AWR	
71.	Smart pens for transparencies A4	Pcs	AWR	
72.	Toner Cartridge 53A	No.	AWR	
73.	Printer Cartridge 130	No.	AWR	
74.	Printer Cartridge 135	No.	AWR	
75.	Printer Cartridge 17	No.	AWR	
76.	Printer Cartridge 15	No.	AWR	
77.	Printer Cartridge 28	No.	AWR	
78.	Printer Cartridge 27	No.	AWR	
79.	Printer Cartridge 305A	No.	AWR	
80.	Printer Cartridge 305-Y-M-C-K	No.	AWR	
81.	Printer Cartridge PRO 400M 401D	No.	AWR	
82.	Printer Cartridge Canon 1BP-3460	No.	AWR	
83.	Printer Cartridge Canon 71	No.	AWR	
84.	Toshiba Toner Studio 163	No.	AWR	
85.	Kyocera Toner 8030	No.	AWR	
86.	Memory Sticks 4GB	No.	AWR	
87.	External Hard Disk	No.	AWR	
88.	Printer Data Cable	Pcs	AWR	
89.	Fax Film KXFA 57E	No.	AWR	
90.	Fax Film KXFA 136A	No.	AWR	
91.	PMS Roll	No.	AWR	
92.	PMS Ribbon	No.	AWR	
93.	Cartridges (HP Laser jet P 4015X)	Pcs	AWR	
94.	Manila Papers	Ream.	AWR	
95.	Exercise Books 200pgs Ruled/Squared	No.	AWR	
96.	Exercise Books A4 200 Pgs Ruled/Squared.	No.	AWR	
97.	File Covers Plastic	No.	AWR	
98.	Lamination Films	Pkts	AWR	
99.	Duplicating papers	Ream	AWR	
100.	Duplicating Ink	No.	AWR	
101.	Office Pins (50g)	Pkt	AWR	
102.	Office Glue (160 gms)	Bottle	AWR	
103.	Paper Clips (100Pcs) 33mm	Pkt	AWR	
104.	Flip Charts	No	AWR	
105.	Flip Boards(large size)	No	AWR	
106	Paper punch(giant) heavy duty	No	AWR	
107	Paper punch large	No	AWR	
108	Paper punch kangaro size (Dp-540) or its equivalent	No	AWR	
109	Staple machine size kangaro (DS-45) or its equivalent	No	AWR	
110	Staple machine kangaro size (DS-435) or its equivalent	No	AWR	
111	Staple remover	No	AWR	
112	Sony CD-RW (Rewritable)	No	AWR	
113	Sony DVD-RW (Rewritable)	No	AWR	
114	External Hard Disk (1TB)	No	AWR	
115	Kaspersky Antivirus or it's equivalent	No	AWR	

List of Related Services and Completion Schedule (NOT APPLICABLE)

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

Service	**Description of Service**	**Quantity[1]**	**Physical Unit**	**Placee whereServices shallbe 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]If applicable

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 consider that:

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.

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.

The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.

The PPRA encourages the use of metric units.

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.

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 itemsto 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 otherparticular standards or codes of practice are referred to in the TS, whether from the ProcuringEntity's or from other eligible countries, a statement should follow other authoritative standardsthat ensure at least a substantially equal quality, then the standards mentioned in the TS willalso be acceptable.

Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words "or at least equivalent" shall always follow such references.

Technical Specifications shall be fully descriptive of the requirements in respect of, but notlimited to, the following:
Standards of materials and workmanship required for the production and manufacturingof the Goods.
Any sustainable procurement technical requirements shall be clearly specified.

To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.
Detailed tests required (type and number).
Other additional work and/or Related Services required to achieve full delivery/completion.
Detailed activities to be performed by the Supplier, and participation of the Procuring Entitythereon.
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.

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 Letter of Tender), 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 compliancewith the requirements.

Summary of Technical Specifications: The Goods and Related Services shall comply with followingTechnical 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 [*insert whenever necessary*]. [*Insert detailed description of TS*]

Drawings

This Tendering document includes..... *[Insert "the following" or "no"]drawings. [If documents shall be included, insert the following List of Drawings].*

List of Drawings		
Drawing No.	**Drawing Name**	**Purpose**

Inspections and Tests

The following inspections and tests shall be performed *[Insert list of inspections and tests]*

PART 3 - CONDITIONS OF CONTRACTAND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

Definitions

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

"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.

"Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

"Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

"Day" means calendar day.

"Completion" means the fulfilment of the Related Services by the Supplier in accordance withthe terms and conditions set forth in the Contract.

"GCC" means the General Conditions of Contract.

"Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract..

"Procuring Entity" means the Procuring Entity purchasing the Goods and Related Services, as specified in the SCC.

"Related Services" means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.

"SCC" means the Special Conditions of Contract.

"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.

"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 namedas such in the Contract Agreement.

"Base Date" means a date 30 day prior to the submission of tenders.

"Laws" means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

"Letter of Acceptance" means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

"Procuring Entity" means the Entity named in the Special Conditions of Contract.

Interpretation

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

Incoterms
Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Framework Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:
the Framework Agreement,
the Letter of Acceptance,
the General Conditions of Contract
Special Conditions of Contract
the Form of Tender,
the Specifications and Schedules of the Drawings (if any), and
the Schedules of Requirements, Price Schedule and any other documents forming part of theContract.

Fraud and Corruption

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

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

1.1 Entire Agreement

Framework Agreement

The Parties shall enter into a Framework Agreement within 28 days after the Contractor receives the Letter ofAcceptance, unless the Particular Conditions establish otherwise. The Framework Agreement shall be based upon FORM No. 3 – FRAMEWORK AGREEMENT annexed to the Particular Conditions. The costs of stampduties and similar charges (if any) imposed by law in connection with entry into the Framework Agreement shall be borne by the Procuring Entity.

The Framework Agreement establishes the terms and conditions that will govern the contract awarded duringthe term of the Framework Agreement. The Framework Agreement establishes for the procurement works bypackage as and when required, over the specified period of time. The Framework Agreement does not commita Procuring Entity to procure, nor a Firm to supply. The Framework Agreement allows the Procuring Entity to call the Contractor to commence the works on a particular package in a specified location within the durationof the agreement.

This Framework Agreement does not guarantee the contractor of being called for a contract to start and no commitment is made with regard to possible number of packages to carry out.

This Framework Agreement does exclude the Procuring Entity from the right to procure the same Works fromother firms.

This Framework Agreement does not stop the Procuring Entity from removing the contractor from the same Agreement.

FAs shall be established for a maximum period of three (3) years. The Procuring Entity may with the Consentof the Contractor extend this Agreement if the agreement period is less than three (3) years, if the initial engagement has been satisfactory.

Call-off Contracts; for work on a package to start, the Procuring Entity shall issue a notice of acceptance of a particular package requesting the contractor to furnish a Performance Security and to start the works thereafter,and providing the contractor with details of location where the works, are to be carried out. The call-off statement shall specify the objectives, tasks, deliverables, timeframes and price or price mechanism. The price for individual call-off contracts shall be based on the prices detailed in the Framework Agreement.

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

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 partythereto.

Non-waiver

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

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.

Severability

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

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

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

Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly andseverally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with

authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consentof the Procuring Entity.

Eligibility

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

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.

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

Notices

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.

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

Governing Law

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

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

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

by an act of compliance with a decision of the United Nations Security Council taken underChapter 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.

Settlement of Disputes

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

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the otherparty 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 as follows:

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

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

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

shall be required.
The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determinethe rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.
Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.
Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of thedelivery of goods.
The terms of the remuneration of each or all the members of Arbitration shall be mutually agreedupon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

Arbitration Proceedings

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

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

Alternative Arbitration Proceedings

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

Arbitration with Foreign Suppliers

Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of theUnited Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rulesof Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
The place of arbitration shall be a location specified in the **SCC;** and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

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

Failure to Comply with Arbitrator's Decision
The award of such Arbitrator shall be final and binding upon the parties.
10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competentcourt of law.

Contract operations continue
Notwithstanding any reference to arbitration herein,
the parties shall continue to perform their respective obligations under the Contract unlessthey otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

Inspections and Audit by the Procuring Entity
The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identifyrelevant time, changes and costs.

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

Scope of Supply

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

Delivery and Documents

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

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.

Contract Price

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

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

Terms of Payment
The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the **SCC** to the Procuring Entity.
Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give

reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevantdocuments as specified in the **SCC**.
The currencies in which payments shall be made to the Supplier under this Contract shall be thosein which the Tender price is expressed.
In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay untilpayment has been made in full, whether before or after judgment or arbitrage award.

Taxes and Duties

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

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

Performance Security

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.**

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

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

The Performance Security shall be discharged by the Procuring Entity and returned to the Suppliernot later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the**SCC.**

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, ifthey 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.

Confidential Information
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 terminationof the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent requiredfor the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplierunder GCC Clause 20.

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.

The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not applyto information that:
the Procuring Entity or Supplier need to share with other arms of Government or other bodiesparticipating in the financing of the Contract; such parties shall de disclosed in **the SCC;**
now or hereafter enters the public domain through no fault of that party;
can be proven to have been possessed by that party at the time of disclosure and which wasnot previously obtained, directly or indirectly, from the other party; or
otherwise lawfully becomes available to that party from a third party that has no obligationof confidentiality.

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

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

Subcontracting

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.

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

Specifications and Standards

Technical Specifications and Drawings
The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
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.
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.

Packing and Documents

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 ofheavy handling facilities at all points in transit.
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.

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.**

Transportation and Incidental Services

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

The Supplier may be required to provide any or all of the following services, including additionalservices, if any, specified **in SCC:**
performance or supervision of on-site assembly and/or start-up of the supplied Goods;
furnishing of tools required for assembly and/or maintenance of the supplied Goods;
furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

Inspections and Tests

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.**

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 specifiedin 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.

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 itsown costs and expenses incurred in connection with such attendance including, but not limited to,all travelling and board and lodging expenses.

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.

The Procuring Entity may require the Supplier to carry out any test and/or inspection not requiredby 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.

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

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.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any partthereof, 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.

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 specifiedin 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.

Warranty

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.

Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free fromdefects 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.

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.

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

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.

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 asmay 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.

Patent Indemnity

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 againstany 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 maysuffer 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:
the installation of the Goods by the Supplier or the use of the Goods in the country wherethe Site is located; and the sale in any country of the products produced by the Goods.

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

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.

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.

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

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.

Limitation of Liability

Except in cases of criminal negligence or willful misconduct,

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 profitsor interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and

the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, intort 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.

Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected inthe 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 Clause15.

Force Majeure

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 performits obligations under the Contract is the result of an event of Force Majeure.
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 lackof 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.

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 Entityin 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 preventedby the Force Majeure event.

Change Orders and Contract Amendments

The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause8, to make changes within the general scope of the Contract in any one or more of the following:
drawings, designs, or specifications, where Goods to be furnished under the Contract are tobe specifically manufactured for the Procuring Entity;
the method of shipment or packing;
the place of delivery; and
the Related Services to be provided by the Supplier.

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 madein 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.

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.

Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
the proposed change(s), and a description of the difference to the existing contract requirements;
a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
a description of any effect(s) of the change on performance/functionality.

The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefitsthat:
accelerates the delivery period; or
reduces the Contract Price or the life cycle costs to the Procuring Entity; or
improves the quality, efficiency or sustainability of the Goods; or
yields any other benefits to the Procuring Entity, without compromising the necessaryfunctions of the Facilities.

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

Contract Price.

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.
Extensions of Time

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'stime for performance, in which case the extension shall be ratified by the parties by amendmentof the Contract.

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

Termination

Termination for Default
The Procuring Entity, without prejudice to any other remedy for breach of Contract, by writtennotice of default sent to the Supplier, may terminate the Contract in whole or in part:
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 pursuantto GCC Clause 34;
if the Supplier fails to perform any other obligation under the Contract; or
if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 as of the Appendix to the GCC, in competingfor or in executing the Contract.
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 itdeems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

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 rightof action or remedy that has accrued or will accrue thereafter to the Procuring Entity

Termination for Convenience.
The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole orin part, at any time for its convenience. The notice of termination shall specify that terminationis 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.
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:
to have any portion completed and delivered at the Contract terms and prices; and/or
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.

Assignment

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

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 meetingits obligations under the Contract, shall release the Supplier from the obligation to provide deliveriesor services, always provided, however, that the Supplier can demonstrate to the satisfaction of theProcuring 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 ofContract (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 acceptablewording, and delete the text in italics].

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[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptablewording, 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: ***NG-CDF SUBUKIA*** ***P.O BOX 86-20109*** ***SUBUKIA***
	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: *[exceptional; refer to other internationally accepted trade terms]*
GCC 4.2 (b)	The version edition of Incoterms shall be *INCOTERMS 2015*
GCC 8.1	For **notices**, the Procuring Entity's address shall be: Attention: ***[NG-CDF SUBUKIA]*** Postal address **(P.O BOX 86-20109** Physical Address **(SUBUKIA** Telephone: *[include telephone number, including country and city codes]* Electronic mail address*: [insert e-mail address, if applicable]*
GCC 10.4.2	The place of arbitration shall be – ***NG-CDF SUBUKIA* OFFICE** (Specify City and Country).
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are *[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.].* 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.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed *[insert " "****shall not,*** be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]*

GCC 16.1	***Sample provision*** GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **A. Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner: (i) **Advance Payment: (NO ADVANCE PAYMENY)** 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 acceptableto the Procuring Entity. **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shallbe paid through irrevocable confirmed letter of credit opened in favour of the Supplier in abank in its country, upon submission of documents specified in GCC Clause 12. **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 bythe acceptance certificate issued by the Procuring Entity. B. **Payment of local currency portion of a foreign Supplier shall be made in** Kenya shillings 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. **C. Payment for Goods and Services supplied from within Kenya:** Payment for Goods and Services supplied from within Kenya shall be made in _____ *[currency]*, as follows: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice 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. **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of theGoods and upon submission of the documents specified in GCC Clause 13. The bank guarantee shall then be released. **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid tothe Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be *[insert number]* days. The interest rate that shall be applied is *[insert number] %**NOT APPLICABLE***
GCC 18.1	A Performance Security ***"shall not"** be required]*
GCC 18.3	If required, the Performance Security shall be in the form of: a Performance Bond If required, the Performance security shall be denominated in *[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"]*
GCC 18.4	Discharge of the Performance Security shall take place: *[insert date if different from the one indicated in sub clause GCC 18.4]*
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: *[insertin detail the type of packing required, the markings in the packing and all documentation required]*
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: *[insert specific insurance provisions agreed upon, including coverage, currency and amount]*
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[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 placeof 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)]
GCC 25.2	Incidental services to be provided are: *[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]*
GCC 26.1	The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]*
GCC 26.2	The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]*
GCC 27.1	The liquidated damage shall be: *[insert number]* % per week
GCC 27.1	The maximum amount of liquidated damages shall be: *[insert number]* %
GCC 28.3	The period of validity of the Warranty shall be: *[insert number]* days For purposes of the Warranty, the place(s) of final destination(s) shall be: *[insert name(s) of location(s)]* ***Sample provision*** GCC 28.3—In partial modification of the provisions, the warranty period shall be hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract.If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: make such changes, modifications, and/or additions to the Goods or any part thereofas may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, **or** pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (___). *[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(f)]*
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: *[insert number(s)]* days.
GCC 33.6	If the value engineering proposal is approved by the Procuring Entity the amount to be paidto the Supplier shall be___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.

SECTION VIII - CONTRACT FORMS

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

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

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

FORMAT

For the attention of Tenderer's Authorized Representative

Name:_____*[insert Authorized Representative's name]*

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

Telephone:_____*[insert Authorized Representative's telephone/fax numbers]*

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

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

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

This Notification is sent by ____ *(Name and designation)*

Notification of Intention to Award

Employer:_____*[insert the name of the Employer]*

Project:_____*[insert name of project]*

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

Country:_____*[insert country where ITT is issued]*

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 StandstillPeriod, you may:
(I The successful tenderers:

Package No.	Name of successful Tenderer	Address of the successful Tenderer	Contract price of the successful Tenderer
Lot No.			
Lot No.			
Lot No.			
Lot No.			
Lot No.			
Lot No.			

Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluatedprice as well as the Tender price as read out.

Package No.	Name of Tenderer	Address of the Tenderer	Tender price	evaluated price
Lot No.				
Lot No.				
Lot No.				
Lot No.				
Lot No.				
Lot No.				

How to request a debriefing
DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (*localtime*).
You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) BusinessDays of receipt of this Notification of Intention to Award.
Provide the contract name, reference number, name of the Tenderer, contact details; and addressthe request for debriefing as follows:
Attention:_____[*insert full name of person, if applicable*]
ii) Title/position:__[*insert title/position*]
Agency:_____[*insert name of Employer*]
Email address:_[*insert email address*]
If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to providethe debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
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) Days from the date of publication of the Contract Award Notice.

How to make a complaint
Period: Procurement-related Complaint challenging the decision to award shall be submitted bymidnight, [*insert date*] (local time).
Provide the contract name, reference number, name of the Tenderer, contact details; andaddress the Procurement-related Complaint as follows:
Attention:_____[*insert full name of person, if applicable*]
Title/position:__[*insert title/position*]
Agency:_____[*insert name of Employer*]
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: For more information refer to the Public Procurement and Disposals Act2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.
There are four essential requirements:
You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tenderin this tendering process, and is the recipient of a Notification of Intention to Award.
The complaint can only challenge the decision to award the contract.
You must submit the complaint within the period stated above.
You must include, in your complaint, all of the information required to support your complaint.

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

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

On behalf of the Employer:

Signature:_____

Name:_ Title/position:_
Telephone:___ Email: _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO……OF……20……..
BETWEEN
……..APPLICANTAND
……RESPONDENT (Procuring Entity)

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

SIGNED
Board Secretary

FORM NO. 3 LETTER OF AWARD
[Use letter 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 executionof the_____***[insert name of the contract and identification number, as given in the SCC]***And insert the words "for contract Lot No… …… (amount……...), Lot No… …… (amount), Lot No… …… (amount……...). etc. are hereby accepted by (name of Procuring Entity.

You are requested to arrange to sign the Framework Agreement within 28 days in accordance with the Conditionsof Contract. On being instructed to commence the contract on any of the packages you have won, by a call-off notification, you will be requested to furnish for the particular package a Performance Security within 28 days in accordance with the Conditions of Contract, and for that purpose, using one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:__ Name and Title of Signatory:__
Name of Agency:_____

Attachment: Contract Agreement

FORM NO. 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* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part; and (2)_*[insert name of Supplier]*, a corporation incorporated under thelaws of *[insert: country of Supplier]* and having its principal place of business at_*[insert: addressof 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 thesupply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

In this Agreement words and expressions shall have the same meanings as arerespectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of thisAgreement. This Agreement shall prevail over all other contract documents.

the Letter of Acceptance
the Letter of Tender
the Addenda Nos._____(if any)
Special Conditions of Contract
General Conditions of Contract
the Specification (including Schedule of Requirements and Technical Specifications)
the completed Schedules (including Price Schedules)
any other document listed in GCC as forming part of the Contract

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 providethe Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of theGoods and Services and the remedying of defects therein, the Contract Price or such other sum asmay become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordancewith the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed:*[insert signature]*

in the capacity of_____*[insert title or other appropriate designation]* In the presence of____

_____*[insert identification of official witness]*_**For and on behalf of the Supplier**

Signed:*[insert signature of authorized representative(s) of the Supplier]* in the capacity of_

_____*[insert title or other appropriate designation]* in the presence of_

_____*[insert identification of official witness]*

FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand BankGuarantee]

[Guarantor letterhead]

Beneficiary: *[insert name and Address ofEmployer]*
Date: *[Insert date of issue]*
Guarantor: *[Insert name and address of place of issue, unless indicated in theletterhead]*

We have been informed that _____(hereinafter called "the Contractor") has enteredinto Contract No._____
_____dated
_____with *(name of Employer)*_____(theEmployer as the Beneficiary), for the execution of _____(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, aperformance guarantee is required.

At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_(*in words*),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2.....[2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

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 bedeleted from the final product.

FORM No. 6 - PERFORMANCE SECURITY [Option 2– Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

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

PERFORMANCE BOND No.:_

Guarantor:___*[Insert name and address of place of issue, unless indicated in theletterhead]*

By this Bond__as Principal (hereinafter called "the Contractor") and_____] as Surety (hereinafter called "the Surety"), are held and firmly bound unto___] as Obligee (hereinafter called "the Employer") in theamount 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.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____day of , 20___, for____in accordance with the documents, plans, specifications, and amendments thereto, which to the extentherein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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 Contractorshall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
complete the Contract in accordance with its terms and conditions; or
obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paidby Employer to Contractor; or
pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of theissuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has causedthese presents to be sealed with his corporate seal duly attested by the signature of his legal representative,

this day of_____20_____.

SIGNED ON___on behalf of ___

By_____in the capacity of _____

In the presence of _____

SIGNED ON___on behalf of ___

By_____in the capacity of _____

In the presence of ____

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]
[Guarantor letterhead]

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

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee referencenumber]*

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

We have been informed that (hereinafter called "the Contractor") has entered into Contract No. _____ *dated* _____ with the Beneficiary, for the execution of

_____(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in thesum__ _____(*in words*_____) is to be made against an advance payment guarantee.

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]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:

has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
has failed to repay the advance payment in accordance with the Contract conditions, specifying the amountwhich 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 Contractoron its account number at --.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of, 2_,[2] whichever is earlier. Consequently, anydemand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [oneyear],* 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 finalproduct.

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

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

FORM NO. 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 identificationno*] 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 furnishadditional information on beneficial ownership:__*[select one option as applicable and delete theoptions that are not applicable]*

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 theshares (Yes / No)**	**Directly or indirectly holding 25 % or moreof the Voting Rights (Yes / No)**	**Directly or indirectly having the rightto appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)**
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly orindirectly 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 equivalentgoverning body of the Tenderer.

OR
We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [Ifthis 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 holding25% or more of thevoting 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],*