

THARAKA

P.O BOX 193-60215,
MARIMANTI, KENYA



UNIVERSITY

Website: <https://tharaka.ac.ke>
Social Media: [tharakauni](#)
Email: info@tharaka.ac.ke
Phone : +254745 838 353

TENDER DOCUMENT

SUPPLY AND DELIVERY OF LIBRARY BOOKS

(RESERVED FOR AGPO)

TENDER NO. TUN/OPNT/005/2024–2025

SUBMISSION DEADLINE: 3rd FEBRURY, 2025 AT 12:00 NOON

VICE CHANCELOR

THARAKA UNIVERSITY

P.O.BOX 193 -60215

MARIMANTI, KENYA

ALONG MARIMANTI-GATUNGA URAGATE ROAD-THARAKA NITHI COUNTY

E-mail: info@tharaka.ac.ke/tenders@tharaka.ac.ke

Website: <https://tharaka.ac.ke>

INVITATION TO TENDER
PROCURING ENTITY: THARAKA UNIVERSITY
CONTRACT NAME AND DESCRIPTION: SUPPLY AND DELIVERY LIBRARY BOOKS

TENDER NO. TUN/OPNT/005/2024–2025]

1. The Tharaka University invites sealed tenders for the **Supply and Delivery of Library Books** .
2. Tendering will be conducted under open competitive method [*open tender*] using a standardized tender document. Tendering is open to all qualified and interested Tenderers. (reserved for AGPO)

In case this tender is subject to a Reservation, specify the Group is eligible to tender, Insert e.g.,” Tendering to Reserved for AGPO (YOURTH WOMEN AND PWDS).
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours.0800 to1700 hours] at the address given below. More details on the Services are provided in **PART 2 - Services' Requirements**, Section V - Description of Services of the Tender Document.
A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of KSH 1000 in Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website(www.tharaka.ac.ke or public procurement information portal's website <https://tenders.go.ke> **free of charge.**
4. Tender documents may be viewed and downloaded for free from the website www.tharaka.ac.ke or public procurement information portal's website <https://tenders.go.ke>.Tenderers who download the tender document must forward their particulars immediately to (procurement@tharaka.ac.ke phone no: 0714953468) to facilitate any further clarification or addendum.
5. All Tenders must be accompanied by a *Tender-Securing Declaration form*.
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
7. Completed tenders must be delivered to the address below on or before [*3rd February 2025 at 12.00 noon*].
Electronic Tenders [*will not*] be permitted.
8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.
10. Completed tenders must be delivered to the tender box located at The Vice- Chancellor's Office and thereafter proceed to the Board Room, The tender document shall be addressed to:

THE VICE- CHANCELLOR
THARAKA UNIVERSITY,
P. O. Box 193 - 60215
MARIMANTI

So as to be received on or before **Monday 3rd February, 2025 at 12:00 Noon.**

11. The addresses referred to above are:
 - A. **Address for obtaining further information and for purchasing tender documents**

Tharaka University
Along Marimanti- Gatunga Uragate Road-Tharaka Nithi County
P.O. BOX 193-60215 Marimanti
+254745838353 (procurement @tharaka.ac.ke)

B. Address for Submission of Tenders.

**THE VICE- CHANCELLOR
THARAKA UNIVERSITY,
P. O. Box 193 - 60215
MARIMANTI**

C. Address for Opening of Tenders.

**Tharaka University
Along Marimanti- Gatunga Uragate Road-Tharaka Nithi County
P.O. BOX 193-60215 Marimanti
+254745838353 (procurement @tharaka.ac.ke)**

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Definitions

Throughout this tendering document:

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

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the contract being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.
- 3.4 Tenderers shall permit and shall cause their agents (whether declared or not), sub-contractors, sub consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.
- #### 4. Eligible Tenderers
- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution—subject to ITT 4.6— or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

- 4.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) has the same legal representative as another Tenderer; or
 - d) has a relationship with another Tenderer, directly or through common third parties, that put sit in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
 - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDSITT2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, or of a recipient of a part of the loan) who:
 - i. are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and /or the Tender evaluation process of such contract; or
 - ii. would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to be initially selected for, prequalified for, tender for, propose for, or be awarded a contract. The list of debarred firms and individuals is available at PPRA's Website www.ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.
- 4.8 A Tenderer shall not be under suspension from Tendering by the Procuring Entity as the result of the operation of a Tender–Securing Declaration or Proposal–Securing Declaration.
- 4.9 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations,

Kenya prohibits its any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

- 4.10 For purposes of granting a margin of preference, a tender is considered a national tenderer if it is registered in Kenya, has more than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as national tenderers and eligible for national preference only if the individual member firms are registered in Kenya or have more than 51 percent ownership by nationals of Kenya, and the JV shall be registered in Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.11 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, sub contracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is provided in “*SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 4.12 Pursuant to the eligibility requirements of ITT 4.10, tenderer is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture under takings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. AJV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 4.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Eligible Goods and Related Services

- 5.1 For purposes of this ITT, the term “goods” include textbooks and reading materials, teacher's manuals, other production inputs such as paper, manuscript, publishing and manufacturing; and publishing, manufacturing; as well as other related services such as distribution, binding and packing.
- 5.2 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 5.3 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

B. Contents of Tendering Document

6. Sections of Tendering Document

The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

Section I - Instructions to Tenderers (ITT)

Section II - Tendering Data Sheet (TDS)

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

Section VII - Special Conditions of Contract

Section VIII - Contract Forms

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

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

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

7. Clarification of Tendering Document

- 7.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any Invitation to clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT6.3, including a description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 8 and ITT 22.2.

8. Amendment of Tendering Document

- 8.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
- 8.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. Preparation of Tenders

9. Cost of Tendering

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

10. Language of Tender

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

11. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

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

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

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

12. Form of Tender and Price Schedules

12.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

13. Alternative Tenders

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

14. Tender Prices and Discounts

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

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

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

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

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

14.6 If so specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT14.4 provided the Tenders for all lots(contracts)are opened at the same time.

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

14.8 (Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

a) For Goods manufactured in Kenya:

- i. the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- ii. any Kenya's sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Tenderer; and
- iii. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the TDS**;

b) for Goods manufactured outside Kenya, to be imported:

- i. the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**; and
- ii. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination other final destination (Project Site) specified **in the TDS**;

c) for Goods manufactured outside Kenya, already imported:

- a. the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
- b. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- c. the price of the Goods, obtained as the difference between (i) and (ii) above;
- d. any Kenya's sales and other taxes which will be payable on the Goods If the contract is awarded to the Tenderer; and
- e. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**;

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

15. Currencies of Tender and Payment

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

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

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

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

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

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

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

17 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

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

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

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

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

management of the contract.

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

18. Period of Validity of Tenders

- 18.1 Tenders shall remain valid for the period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT22.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity period, the Contract price shall be determined as follows:
- a) in the case of **fixed price** contracts, the Contract price shall be the Tender price adjusted by the factor specified **in the TDS**;
 - b) in the case of **adjustable price** contracts, no adjustment shall be made; or
 - c) in any case, Tender evaluation shall be based on the Tender price without taking into consideration the applicable correction from those indicated above.

19. Tender Security

- 19.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 19.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 19.3 If a Tender Security is specified pursuant to ITT19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- i. cash;
 - ii. a bank guarantee;
 - iii. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.
 - v. Any other form specified in the TDS.
- 19.4 If an unconditional guarantee is issued by a non-bank financial institution located outside Kenya, the issuing non-bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission.
- 19.5 The Tender Security shall be valid for twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.
- 19.6 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security pursuant to ITT46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bid der declines to extend tender validity period.
- 19.7 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the contract and furnished the required Performance Security.
- 19.8 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provide by the Tenderer; or
 - b) If the successful Tenderer fails to:
 - i) Sign the Contract in accordance with ITT 45; or
 - ii) Furnish a Performance Security in accordance with ITT 46.
- 19.9 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 19.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 11.2.

20. Format and Signing of Tender

- 20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "Original." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "Alternative." In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS** and clearly mark them "Copy." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.
- 20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender

- 20.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

21. Sealing and Marking of Tenders

- 21.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one-envelope Tendering process). Within the single envelope the Tenderer shall place the following separate, sealed envelopes:
- a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT11; and
 - b) In an envelope marked "COPIES", all required copies of the Tender; and
 - c) If alternative Tenders are permitted in accordance with ITT 13, and if relevant:
 - i) In an envelope marked "ORIGINAL-ALTERNATIVE", the alternative Tender; and
 - ii) in the envelope marked "COPIES - ALTERNATIVE TENDER" all required copies of the alternative Tender.
- 21.2 The outer envelopes, shall:
- a) Be addressed to the Procuring Entity in accordance with ITT 22.1;
 - b) Bear the specific identification of this tender as indicated in ITT 1.1; and
 - c) Bear a warning not to open before the time and date for Tender opening.

The inner envelopes shall bear the name and address (include email and telephone number) of the Tenderer and all the information above ITT 21.2(a) to (c).

- 21.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will not be accepted.

22. Deadline for Submission of Tenders

- 22.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified in **the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.
- 22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

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

24. Withdrawal, Substitution, and Modification of Tenders

- 24.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney)

in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

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

24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

25. Tender Opening

25.1 Except as in the cases specified in ITT 23 and ITT 24.2, The Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in **the TDS** in the presence of Tenderers' designated representatives and anyone who chooses to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 22.1, shall be as specified **in the TDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.

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

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

25.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) The Tender Price, per lot (contract) if applicable, including any discounts;
- c) Any alternative Tenders; and
- d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted.

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

E. Evaluation and Comparison of Tenders

26. Confidentiality

26.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification of Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT40.

26.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

26.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

27. Clarification of Tenders

27.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's Invitation to clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall besought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT31.

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

28. Deviations, Reservations, and Omissions

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

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

29. Determination of Responsiveness

29.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

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

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

29.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

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

30. Non-conformities, Errors and Omissions

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

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

30.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

31. Arithmetical Errors

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

31.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- i. Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- ii. Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail

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

32. Conversion to Single Currency

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

33. Margin of Preference and Reservations

33.1 A margin of preference may be allowed on locally manufactured textbooks and reading materials only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations. A margin of preference shall not be allowed unless it is specified so in the **TDS**.

33.2 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT33.3.

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

34 Evaluation of Tenders

- 34.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender.
- 34.2 To evaluate a Tender, the Procuring Entity shall consider the following:
- i. Price adjustment due to unconditional discounts offered in accordance with ITT 14.4;
 - ii. Price adjustment due to quantifiable non material non-conformities in accordance with ITT 30.3;
 - iii. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32; and
 - iv. any additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation.
- 34.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.
- 34.5 The Procuring Entity's evaluation of a Tender will include and not take into account:
- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
 - b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;
 - c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender, will not be included.
- 34.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified **in the TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITT 34.2(d).

35 Comparison of Tenders

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

36 Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

- 36.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.
- 36.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

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

Abnormally High Tenders

36.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i. If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii. If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37. Qualification of the Tenderer

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

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

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

F. Award of Contract

39. Award of Contract

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

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

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

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

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

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

42. Standstill Period

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

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

43. Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

44. Letter of Award

44.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

45. Signing of Contract

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

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

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

46. Performance Security

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

successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

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

47. Publication of Procurement Contract

47.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

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

48. Procurement Related Complaints and Administrative Review

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

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

SECTION II - TENDER DATA SHEET (TDS)

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

[Where an e-procurement system is used, modify the relevant parts of TDS accordingly to reflect the e-procurement process]

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT.]

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The reference number of the Invitation to Tenders (ITT) is: TUN/OPNT/005/2024-2025 The Procuring Entity is: Tharaka University The name of the ITT is: Supply and Delivery of Library Books
ITT 2.1(a)	The tender documents should be delivered in one original hand copy
ITT 3.3	N/A
ITT 4.1	Eligible tenderers ; supplier who have traded library books.
B. Contents of Tendering Document	
ITT 7.1	The contact address is: Clarification of tender Attention: Tharaka University Physical address; Procurement department Address; P.O. Box 193-60215 Marimanti Contact person; Head of Procurement: tel;0714953468 Email ; procurement@tharaka.ac.ke Request for clarification should be received by TUN not later than seven days (21 st of January 2025) prior to the submission of tender the TUN shall respond and publish the clarification via the email.
C. Preparation of Tenders	
ITT 13.1	Alternative Tenders <i>[shall not be”]</i> considered.
ITT 14.8 (a) (iii), (b)	Final Destination (Project Site): [Tharaka University Central Store]

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
(ii) and c (v)	
ITT 15.1	The Tenderer <i>is</i> required to quote in Kenya shillings the portion of the Tender price that corresponds to expenditures incurred in that currency.
ITT 18.1	The Tender validity period shall be 150 days.
ITT 20.1	In addition to the original of the Tender, the number of copies is: ORIGINAL COPY
D. Submission and Opening of Tenders	
ITT 22.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: Vice Chancellor Tharaka University P.O. 193-60215 Marimanti
ITT 25.1	The Tender opening shall take place at: Tharaka University Main Campus board room Date 3rd February, 2025 at 12:00 noon
ITT 25.1	The electronic Tender opening procedures shall not be allowed
ITT 25.6	The Form of Tender and Price Schedules shall be initialed by all members of opening committee

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1 Preliminary Examination for Determination of Responsiveness

Preliminary evaluation

Eligible tenderers: suppliers who have traded in LIBRARY BOOKS. The Tenderer must provide the following information and provide copies of documents to Support the information given.

NO	CRITERIA		
		YES	NO
1.	Submission of one original copy well bound.		
2.	Tender documents submitted shall consistently be paginated in 1,2,3,...(numeric) or i,ii,iii,...(romans) but not a combination of the two .any inconsistencies, repeated numbering or missing pages and page numbers shall lead to disqualification.		
3.	Provide a copy of certificate of Incorporation/Registration certificate		
4.	Submission of a copy of a Valid Verifiable Tax Compliance Certificate of the Company.		
5.	Submission of valid AGPO certificate.		
6.	Submission of audited financial accounts for year 2023/2024 certified and stamped by validly registered auditor.		
7.	Submission of Form of Tender – Duly Filled, signed and stamped.		
8.	Confidential Business Questionnaire Duly Filled and Signed		
9.	Attach copy of CR12 and copies of Directors National Identification Cards or Passport.		
10.	Attach valid relevant business permit.		
11.	Dully filled beneficial ownership form		
12	Price schedule duly completed, signed, stamped by the tenderer in the format provided		
13	Filled ethics and integrity pact form provided.		

Technical Evaluation of Quality

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

NO	TECHNICAL EVALUATION CRITERIA	EVIDENCE TO BE PROVIDED	TOTAL MARKS	SCORE
	Max Score		75 Marks	
1.	Proof of having done similar supplies (supply of books) each of at least Ksh 4m.	Provision of five dully signed contracts /LPOs/LSOs of similar works from different reputable organizations (Each 3mks)	15mks	
2.	Attach Evidence of having delivered /executed to completion the above Lpos/contracts	Attach Five Copies of Dully signed and stamped delivery notes or Contract Completion certificate for the contracts/lpos. (Each Copy 4mks).	20Mks	
3.	Working experience on similar work	Company working experience of 1-2years-- 2mks 3-4years--- 5mks 5 years and above – 10mks N/B: The experience shall be based on the earliest date of Contracts/LPOs/LSOs provided by the tenderer and not date of incorporation of company.	15mks	
4.	Presentation & Arrangement of documents.	Bidders to provide neat and well bound documents.	5Mks	
5.	Litigation History	Provide statement of litigation history (if yes state the nature of litigation).(3Points for no Litigation).	5Mks	

6	Delivery period: the tenderer, delivery period must be indicated as well as measures in place to ensure timely delivery of the goods should be disclosed	Between 30 – 60 days (8mks) Between 60 -75 days (5mks) Beyond 75 – 90 (2mks) Beyond 90 (0mks)	15mks	
TOTAL ACTUAL SCORE			Mks 75	

The minimum technical points to proceed to financial evaluation is 60 points out of 75 points. Only tenderers who secure the minimum technical scores will be financially evaluated.

FINANCIAL SCORES (POINTS).

- 1) The lowest price per item from the bidder who meets all other requirements set out in the preliminary, technical and site visit criteria will be considered.
- 2) If there is a tie on the lowest quoted price between two or more firms, the contract quantities may be equally shared or the proceedings may be subjected to competitive negotiation.
- 3) Unrealistic low or high prices shall be rejected as may be guided by the prevailing market prices.

SECTIONIV-TENDERING FORMS

1. Form of Tender

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) All italicized text is to help the Tenderer in preparing this form.*
- ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

Date of this Tender submission:.....[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]

To: [Insert complete name of Procuring Entity]

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

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

Or

Option 2, in case of multiple lots:(a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and(b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

- f) **The discounts** offered and the methodology for their application are:
 - i) The discounts offered are: [*Specify in detail each discount offered.*]
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS18.1(as amended if applicable) from the date fixed for the Tender submission deadline specified in TDS22.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

- i) **One Tender per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT13;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.7];*
- l) **We have paid**, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not bound to Accept:** We understand that you are not bound to accept the Lowest evaluated cost Tender, the Lowest Evaluated Tender or any other Tender that you may receive;
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from____(*specify website*) during the procurement process and the execution of any resulting contract.
- r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- s) **We, the Tenderer,** have duly completed, signed and stamped the following Forms as part of our Tender:
- Tenderer's Eligibility;** Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - Certificate of Independent Tender Determination** – to declare that we completed the 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 in Public Procurement and

Asset Disposal.

- i) Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix1-Fraud and Corruption**” attached to the Form of Tender.

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

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

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

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

Date signed.....*[insert date of signing]*.....**dayof**.....*[insertmonth],[insert year]*

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

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

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company:-

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

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

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

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

	Type of Conflict	Disclosure YES 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 are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

I certify, on behalf of _____ [Name of Tenderer] that:

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

Name _____

Title _____

Date _____

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

SELF-DECLARATION FORMS

FORM SD1

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

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

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

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

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

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

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

D. APPENDIX1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not);and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs1.1 above.

2.2 Kenya's public procurement and asset disposal act (*No. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted be low highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor or for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” Is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

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

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

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

2. TENDERER INFORMATIONFORM

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

Date:*[insert date (as day, month and year) of Tender submission]* ITT No.: *[insert number of Tendering process]* Alternative No.:*[insert identification No if this is a Tender for an alternative]* Page _____ of _____ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. <input type="checkbox"/> Tax Obligations for Kenyan Tenderers, attach copy of current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 4.14. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors..

3. Tenderer's JV Members Information Form

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

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

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

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

alternative] Page _____ of _____ pages

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Procuring Entity, in accordance with ITT 4.7.
2. Included are the organizational chart and a list of Board of Directors.

4. 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 of the **Price Schedules** shall coincide with the List of Textbooks and Reading Materials and Related Services specified by the Procuring Entity in the Schedule of Requirements.]

BOOKS FOR PURCHASE 2025

S.NO	Author	Publisher	Title	Year of publication	Edition	ISBN	Unit Price	No of copies	Total Price
CRIMINOLOGY									
1	Frank Schmalleger	Pearson, Hoboken, NJ,	Criminology	2020				2	
2	Gregory C. Allen and Taniel Chan (Author),	Belfer Center for Science and International Affairs, Cambridge, MA, 2017	Artificial intelligence and national security	2017	Latest edition			2	
3	Robert D. Keppel	Thomson, Mason, Ohio, ©2006	Offender Profiling		Latest edition			1	
4	Shima B, Baughman, Richard G. (John Q.	Wolters Kluwer, New York, 2021	Criminal law	2021	8 nd Edition			2	
5	Aric W. Dutelle and Ronald F. Becker	Jones & Barlett Learning, Burlington, MA, 2019	Criminal investigation	2019	5 nd Edition			2	
6	Steve Case and, Phil Johnson	Oxford Textbook on Criminology, 20210630	Rehabilitation of offenders	2021	Latest Edition			2	
7	Philip Bean	Routledge, Abingdon, Oxon, 2014	Drugs and crime		Latest edition			3	
8	Richard Hammersle	Wiley, Hoboken, 2015	Drugs and Crime :		Latest Edition			2	

	y		Theories and Practices						
9	Claudia Martin	Franklin Watts, London, 2018	Terrorism	2018	Latest Edition			2	
10	David A. Mackey, Kristine Levan	ones & Bartlett Learning, Burlington, Mass., ©2013	Crime prevention		Latest Edition			2	
11.	Geraldine Terry, Joanna Hoare	Oxfam Publishing, Warwickshire, 2007	Gender Based Violence		Latest Edition			3	
12.	Techniques of crime scene investigation	CRC Press, Boca Raton, FL, 2022	Techniques of crime scene investigation	2022	Latest Edition			2	
13.	R. I. R. Abeyratne	Routledge, Abingdon, Oxon, 2018	Aviation security : legal and regulatory aspects	2018	Latest Edition			3	
14.	Simon A. Cole	McGraw-Hill Education LLC., New York, N.Y., 2020	Fingerprint identification	2020	Latest Edition			3	
15.	John M. Scheb	Wadsworth Cengage Learning, Belmont,	Criminal law and procedure		Latest edition			3	
16.	George A. Manning	CRC Press, Boca Raton, Florida, 2019	Financial investigation and forensic accounting	2019	Latest edition			2	
17.	Ronald C. Kramer	Rutgers University Press, New Brunswick, New Jersey,	Carbon criminals, climate crimes	2020	Latest Edition			3	
18.	Petter Gottschalk	Routledge, Abingdon, Oxon,	Fraud investigation	2018	Latest Edition			3	

			: case studies of crime signal detection						
19.	Petter Gottschalk	Nova Science Publisher's, Inc., New York, 2010	Police management : professional integrity in policing		Latest Edition			3	
20.	Jonathan Sutherland, Diane Canwell	Smart Apple Media, Mankato, Minn., ©2010	Violent crimes		Latest Edition			3	
21.	Mike Flax	LawTech Publishing Group, Schaumburg, 2015	Economic Crimes		Latest Edition			3	
22.	David A. Crighton (Editor), Graham J. Towl (Editor)	Wiley, Hoboken, New Jersey	Forensic psychology	2021	Third edition			3	
23.	Robert E. Oliphant and Nancy Ver Steegh	Aspen Publishing, Frederick , MD, 2019	Family law	2019	Latest Edition			2	
24.	Thomas Wolke	De Gruyter Oldenbourg, München,	Risk Management		Latest Edition			1	
25.	Neomi Hopson	University Publications, Delhi, 2012	Emergency management		Latest Edition			1	
26.	Albans, S.J		Criminal Justice		Latest edition			3	
27.	Lilly, R. J, Cullen, T.F and Ball,		Criminologic al Theory					2	

	A.R.							
28.	Schmallegger, F...		<i>Criminology Today.</i>		Latest edition		2	
29.	Masters, R. E.		<i>Counselling Criminal Justice Offenders</i>				3	
JUVENILE JUSTICE								
30.	Howel, C.J.		<i>Preventing and Reducing Juvenile Delinquency.</i>		Latest edition		2	
31.	Carl, P,		<i>Juvenile Crime and Justice” in Brain Frost, Ed: The Socioeconomic of Crime and Justice.</i>		Latest edition		2	
32.	Flin, R. and Soencer, R.J.		<i>The Evidence of Children</i>		Latest edition		2	
33.	Senna, J. and Siegel, L.		<i>Juvenile Delinquency: Theory Practice and</i>		Latest edition		2	

			Law						
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CRIMINAL LAW									
34..	Smith, C. J. and Hogan, B. C.		<i>Criminal Law.</i>		Latest edition		7,180.00	2	

MASS MEDIA									
S.NO	Author	Publisher	Title	Year of publicati on	Edition	ISBN	Unit Price	No of copies	Total Price
35.	Winston, R. H.		<i>Speech for Effective Communicati on</i>		Latest edition			2	
36..	Wilson, J and Wilson, S.		<i>Mass media mass culture.</i>		Latest edition			3	
37.	Ehninger D.		<i>Principles and Types of Speech Communicati on</i>		Latest edition			2	
38.	Ellis G. et al		<i>Contemporar y Issues in Language</i>		Latest edition			2	
39.	Flor A and Jan A		<i>English Syntactic Structures</i>		Latest edition			2	
40.	Sillars,		<i>Communicati on Rules. Jonquil.</i>		Latest edition			2	
41.	Hackett, P. John Murray		<i>Success in Office practice. (2nd ed)</i>		Latest edition			3	
42.	Gamble, T. & M.C.		<i>Communicati on Works.</i>		Latest edition			2	

43.	Schramm, W.		How communication works. In W. Schramm (Ed.), The process and Effects of Communication		Latest edition			2	
44.	Verdeber, K & Verdeber, R.		Communicate .		Latest edition			1	
45.	Berlo, D. K.		process of communication.		Latest edition			2	
46.	Ralph E. Hanson		<i>Mass Communication; Living in a Media World,</i>		Latest edition			2	
47.	Jean fortkers and Stephene Lacy		<i>The Media in Your Life, An Introduction to Mass Communication, 3rd Ed.</i>		Latest edition			3	
48.	Paul Adams		<i>Writing Right for Today's Media</i>		Latest edition			3	
49.	Casty A. & Tighe D.		<i>Staircase to Writing and Reading: A Rhetoric</i>		Latest edition			3	

			<i>Anthology</i>					
50.	Bowles, D.A		<i>Creative Editing for Print Media. California,.</i>		Latest edition			2
51.	Enock, M .S.		<i>Basics of News Reporting and Writing.</i>		Latest edition			2
52.	Ferguson, D.R,		<i>Journalism today Illusion,</i>		Latest edition			2
53.	Harris , G and Spark, D		<i>Practical Newspaper reporting.</i>		Latest edition			2
54.	Schafer, J		<i>Journalism matters.</i>		Latest edition			3
55.	Butler. J		<i>Readings in Gender Communicati on</i>		Latest edition			3
56.	Lucas, S. E.,		<i>The art of public speaking (9th ed.)</i>		Latest edition			3
57.	Mehrabian, A.		<i>Nonverbal communicati on..</i>		Latest edition			1
58.	O’Hair, D., Stewart, R., & Rubenstein , H.		<i>A speaker’s guidebook: Text and reference.</i>		Latest edition			2
59.	Dominick J R		<i>The Dynamics of Mass</i>		Latest edition			2

			Communicati on.						
60.	Blithe, J		Principles and practice of marketing.		Latest edition			2	
61.	Compesi, R. C.		<i>Video Field Production and Editing.</i>		Latest edition			2	
62.	Zettl, H.		<i>TV Production Handbook and Workbook</i>		Latest edition			3	
63.	Lynne Schafer Gross.		Electronic Media; An Introduction.		Latest edition			3	
64.	Jean fortkers and Stephene Lacy		The Media in Your Life, an introduction to mass communicati on, 3rd Ed.		Latest edition			2	
65.	Paul Adams		Writing Right for Today's Media		Latest edition			3	
66.	Bowles, D.A.		<i>Creative Editing for Print Media.</i>		Latest edition			2	
67.	Jimm Cummins,		Language, Power and Pedagogy		Latest edition			2	
68.	Paul Adams	NelsonHall Publishers	Writing Right forToday's Mass Media, A Textbook		Latest edition			2	

			& Workbook With Language Exercises						
69.	By Robert L'Hilliard, Michael Rosenberg		Writing For TV, Radio and News Media		Latest edition			2	
70.	Angela Phillips	Sage Publications Ltd.	Good Writing for Journalists		Latest edition			2	
71.	Lynne Schafer	Hodder Headline Ltd.	Creative Writing		Latest edition			2	
72.	Gross McGraw	Hill Publishers	Electronic Media: An Introduction		Latest edition			2	
73.	Herbert Zehl k	San Francisco, State University Wadsworth	Television Production handbook		Latest edition			2	

Library Science

S.NO	Author	Publisher	\$4	Year of publicati on	Edition	ISBN	Unit Price	No of copies	Total Price
74.	D C Rotich		Publishing and distribution of educational books in Kenya : a study of market liberalisation and book consumption.	2000				1	

PHILOSOPHY									
S.NO	Author	Publisher	Title	Year of publication	Edition	ISBN	Unit Price	No of copies	Total Price
75.	Brooke Noel Moore & Kenneth Bruder		Philosophy: The Power of Ideas		Latest edition	9781259320521		3	
76.	M. Akin Makinde		African Philosophy: the Demise of a Controversy		Latest edition	9789781361623		3	
77.	Richard H. Popkin, Avrum Stroll		Philosophy: Made Simple		Latest edition	9781483183237		3	
78.	John Rawls, Samuel Freeman		Lectures on the History of Political Philosophy		Latest edition	9780674042568		3	
79.	Robert Audi		Epistemology : A Contemporary Introduction to the Theory of Knowledge		Latest edition	9781134461967		3	
80.	Jonathan Westphal		The Mind-Body Problem		Latest edition	9780262529563		3	
81.	John Martin Fischer,		Four Views on Free Will		Latest edition	9781405182041		3	

	Robert Kane, Derk Pereboom, & Manuel Vargas							
82.	Wilfrid J. Waluchow		The Dimensions of Ethics: An Introduction to Ethical Theory		Latest edition	9781551114507		3
83.	Simone De Beauvoir		The Second Sex		Latest edition	9780099744214		3
84.	Aristotle		The Metaphysics		Latest edition			2
85.	Chad Meister		Introducing Philosophy of Religion		Latest edition			3
86.	Rene Descartes		Meditations on First Philosophy		Latest edition			3
87.	Richard H. Bell & Richard H. Bell, Jr.		Understanding African Philosophy: A Cross-Cultural Approach to Classical and Contemporary Issues		Latest edition	9780415939362		3
88.	Paulin J. Hountondji		African Philosophy: Myth and Reality		Latest edition	9780253210968		3
89.	A.C. Graylin		The History of Philosophy	2019	Latest edition	9780241980866		3
90.	John Rawls, Samuel Freeman		Lectures on the History of Political Philosophy		Latest edition	9780674042568		2
91.	Chad Meister		Introducing Philosophy of		Latest edition	9781134141791		2

			Religion						
92.	Richard H. Bell & Richard H. Bell, Jr.		Understanding African Philosophy: A Cross-Cultural Approach to Classical and Contemporary Issues		Latest edition	9780415939362		2	
93.	Paulin J. Hountondji		African Philosophy: Myth and Reality		Latest edition	9780253210968		2	
94.	John Deigh		An Introduction to Ethics		Latest edition	9781139486903		2	
95.	Michael J. Loux & Thomas M. Crisp		Metaphysics: A Contemporary Introduction		Latest edition	9781315637242		2	

KISWAHILI									
SNO	Author	publisher	Title of the book	Year of publication	Edition	ISBN	Unit prize	No of copies	Total prize
96.	Elias Ionnort		Utenzi wa Kalevala					5	
97.	Mwinyi hatibu Mohamed		Malenga wa mrima					5	
98.	E.N Wanyoike		Kufunza watoto Kiswahili na lugha					5	

			za Kiafrika						
99.	Nathan O. Ogechi, Naomi L..Shitemi, Kenneth Isimata		Nadharia katika taaluma ya Kiswahili na lugha za Kiafrika					5	
100.	Said A. Mohamed		Sikate tamaa					5	
101	M.A.Mohamed		Modern Swahili grammar					5	
102.	Rocha Chimera		Nyongo Mkalia ini					2	
103.	Alamin Mazrui		Chembe cha moyo					5	
104.	Said A. Mohamad		Mifuko mitupu na hadithi nyingine					5	
105.	Said A. Mohamed		Sadiki ukipenda na hadithi nyingine					5	
106.	Mwenda Mbatia (ed)		Mwendawazimu na hadithi nyingine					5	
107.	Nikolai Gogol		Mkaguzi mkuu wa serikali					5	
108.	Said A. Mohamed		Babu alipofufuka					5	
109.	Kezilahabi		Nagona					5	
110	Kezilahabi		Kichwa maji					5	
111	Bitugi		Mkasa wa shulaa					5	

	matundura		Liyongo						
112.	Said A. Mohamed		Dunia mto kavu					5	
113.	M.M. mulokozi		Tenzi Tatu za kale					5	
114.	Kabwe J. Na Karanja		Msingi ya sarufi ya Kiswahili					3	
115.	K.W. Wamitila		Uhakiki wa fasihi: misingi na vipengele vyake					3	
116.	Richard M. wafula & kimani njogu		Nadaharia za uhakiki wa fasihi					3	
117.	Wafula Richard		Uhakiki wa tamthilia: historia na maendeleo yake					3	
118.	E. Kezilahabi		Kichomi					5	
119.	Said hamed mohamed		Amezidi					2	
120.	Ibrahim hussein		Mashetani					2	
121.	E. Kezilahabi		Rosa mistika					2	
122.	Kithaka wa mberia		Mchezo wa karata					2	

123.	Kithaka wa mberia		Walikiona cha mtema kuni					5	
124.			Kwezi Gizani					5	
125.	Shabaan Robert		Utubora Mkuliama					5	
126.	Mohammed Said		Kiu					5	
127.	Kithaka Wa Mberia		Msimu wa Tisa					5	
128.	Kithaka Wa Mberia		Bara Jingere					5	
129.	Katama Mkangi		Walenisi					2	
130.	Timothy Arege		Msatahiki Meya					5	
131.	Mbatha Mathooka		Isimu Jamii					5	
132.	Aswani Buliba		Isimu Jamii					5	
133.			Wasaka Tonge (Mashairi)					5	
134.			Nadharia za uhakiki na istalihahi					5	
135.	Ali Mazrui		Kilio cha haki					5	
136.			Kunga za nadharia					5	
137.	George orwel		Shamba la wanyama					2	

138.	Mohaned Said		Kiu					5	
139.	Pauline Kea		Kigogo					5	
140.	Alifu chokocho na dumu kayanda		Tumbo lisilo shiba					5	
141.	Said A. Mohamed		Kunga za nadhari					5	

LITERATURE

	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit prize	No of copies	Total prize
142.	J.P Clark		<i>Song of a Goat</i>	1961		9789782491251		5	
143.	Alex Mukulu		<i>Thirty Years of Banana</i>	1993		9780195726800		5	
144.	Abdulrazak Gurnah		<i>By the Sea</i>					3	
145.	Abdulrazak Gurnah		<i>Gravel Heart</i>					3	
146.	Williama, P. A.		<i>Encounters From Africa</i>	2000		9789966945228		5	
147.	MusaliaMudavadi		<i>Soaring Above the Storms of Passion</i>	2019		9789966769961		1	
148.	Ihiamawerawiti		<i>Whale rider</i>	1970		978043513108		2	
149.	KalonzoMunyoka		<i>Against All Odds</i>	2016		9789622389700		1	
150.	Barber,Karin		<i>Reading in African Popular Culture</i>	1997		9780852552360		2	
151.	BobafemiAdesina		<i>RailaOdinga: An Enigma of Kenyan Politics</i>	2006		9789783720886		1	
152.	MigunaMiguna		<i>Peeling Back the Mask</i>	2012		9781908531216		1	

153.	Ezekiel Alembi		<i>A Ride to the Park (grade 5-6)</i>	2004		9789966255051		5	
154.	Ezekiel Alembi		<i>Rahab's Birthday Party (grade 5-6)</i>	2004		9789966255082		5	
155.	Nuruddin Farah		<i>North of Dawn The naked needle from a crocodile rib</i>	2018		9780735214255		5	
156.	Marjorie Mcgoye		<i>Coming to Birth</i>	1986				5	
157.	Timothy Wangusa		<i>Upon this Mountain</i>	1989				5	
158.	Kulet HR. Ole		<i>Blossoms of the Savannah</i>					2	
159.	Kulet HR. Ole		<i>Vanishing Herds</i>					2	
160.	Hussein Ebrahim		<i>Kinjeketile (English version)</i>					5	
161.	Ogolla Margaret		<i>River and the source</i>					3	
162.	NgugiwaTh iongo		<i>Petals of Blood</i>	1977				5	
163.	Taban Lo Liyong		<i>Showhat and Sowhat</i>	2007				1	
164.	AdichieChi mamanda		<i>Purple Hibiscus</i>	2012				3	
165.	AdichieChi mamanda		<i>Americanna</i>					3	
166.	AdichieChi mamanda		<i>A half of a yellow sun</i>					3	
167.	Francis Imbuga		<i>Betrayal in the City</i>	1987				2	
168.	Yussuf Dawood		<i>One Life too Many</i>	1987				3	
169.	Yvonne Adhiambo		<i>Dust</i>					3	
170.	Yvonne Adhiambo		<i>The Dragonfly Sea</i>					3	

171.	Wole Soyinka		<i>Trials of Brother Jero</i>	1988				4	
172.	Wole Soyinka		<i>Kongi's Harvest</i>	1967				4	
173.	Velma Pollard		<i>Homestretch</i>	1994				4	
174.	George Lamming		<i>In the Castle of my Skin</i>	1953				4	
175.	V.S Naipaul		<i>Miguel Street</i>	2002				3	
176.	Richard Wright		<i>Native Son</i>	1940				3	
177.	Richard Wright		<i>Black boy</i>	1945				3	
178.	Alex La Guma		<i>A Walk in the Night</i>	2001				3	
179.	Marima Ba		<i>So Long A Letter</i>	1989				3	
180.	John Ruganda		<i>Shreds of Tenderness</i>	2001				3	
181.	David Mailu		<i>After 4.30</i>	1975				3	
182.	David Mailu		<i>My Dear Bottle</i>	1975				1	
183.	David Mailu		<i>Man from Machakos</i>	1975				1	
184.			<i>Oxford Dictionary (9th Ed.)</i>	2010				1	
185.			<i>Encyclopedia Brittanica (15th Ed.)</i>					1	
186.	Emilia Ilieva		<i>When the sun goes down</i>	2010				5	
187.	P'bitek,okot		<i>Song of lawino</i>					3	
188.	Grace A Musila		<i>Thirteen ways of reading African popular culture</i>	2022				1	
189.	Wole		<i>Death and the</i>					3	

	Soyinka		<i>kings Horseman</i>						
190.			<i>Over my shoulder</i>					3	
191.	Barbara Kimenye		<i>Moses in a mess</i>					3	
192.	Barbara Kimenye		<i>Moses and the Ghost</i>					3	
193.	Chinua Achebe		<i>How the leopard got his claws</i>					5	
194.	Chinua Achebe		<i>The drum</i>					5	
195.	Ngungi wa Thiongo		<i>Njambanene's pistol</i>					5	
196.	Ngungiwat hiongo		<i>Njambanene and the flying bus</i>					3	
197.	Charles Dickens		<i>Oliver twist</i>					3	

198.	Thomas Hardy		<i>Mayor of casterbridge</i>					5	
199.	Thomas Hardy		<i>Tess of the d'Urbervilles</i>					5	
200.	Thomas Hardy		<i>Jude the Obscure</i>					5	
201.	Bretch		<i>Mother courage and her children</i>					5	
202.	Daniel Defoe		<i>Robinson Crusoe</i>					5	
203.	John Steinbeck		<i>The pearl</i>					5	
204.	Meja Mwangi		<i>carcase for hounds</i>					5	
205.	Nikolai Gogol		<i>Governmentinspector</i>					5	
206.	George Orwell		<i>Animal Farm</i>					5	
207.	Godwin Siundu		<i>A Silent song and other stories</i>					3	
208.	Arthur I. Luvai		<i>Boundless Voices: Poems from Kenya.</i>					3	
209.	Amateshe A.D		<i>An Anthology of East African Poetry</i>					3	
210.	P'Bitek		<i>Song of Lawino &</i>					3	

			<i>Song of Ocol</i>						
211.	Wilson E		<i>The theatre Experience</i>						1
213.	Banham M.		<i>African Theatre in development</i>						1
214.	KLB		<i>Secondary English Form Two Student's Book</i>						5
215.	KLB		<i>Secondary English Form One Student's Book</i>						5
216.	KLB		<i>Secondary English School Syllabus Form Three Students Book</i>						5
217.	Buchi Emecheta		<i>Joys of Motherhood</i>						5
218.	Trevor Noah		<i>Born a Crime</i>						5
219.	J.M. Coetzee		<i>Disgrace</i>						5
220.	Kwei Armah		<i>The Beautiful Ones are not Yet Born</i>						5
221.	Sembene Ousmane		<i>Xala</i>						3
	Sembene Ousmane		<i>Gods Bits of Wood</i>						3
222.	Tsitsi Ndangarembga		<i>Nervous Conditions</i>						5
223.	Imaculee Ilibagiza		<i>Left to Tell</i>						5
224.	Ama Ata Aidoo		<i>Anowa</i>						3
225.	Ama Ata Aidoo		<i>Changes: A Love Story</i>						3
226.	Samuel Beckett		<i>Waiting for Godot</i>						3
227.	Samuel Beckett		<i>Happy Days</i>						3
228.	Samuel Beckett		<i>Not I</i>						3
229.	Frank Kafka		<i>The metamorphosis</i>						3

230.	Henrik Ibsen		<i>An Enemy of the People</i>					3	
231.	Henrik Ibsen		<i>A Dolls House</i>					3	
232.	Virginia Woolf		<i>A Room for One's Own</i>					3	
233.	Virginia Woolf		<i>A Vindication of the rights of women</i>					3	
234.	Graham Greene		<i>The Third Man</i>					3	
235.	Derek Walcott		<i>Dream on a Monkey Mountain</i>					5	
236.	Edward Braithwaite		<i>The Arrivants: A World Trilogy</i>					5	
237.	Samuel Selvon		<i>Brighter Sun</i>					3	
238.	Roger Mais		<i>Listen the wind and other stories</i>					3	
239.	Jacques Roumain		<i>Masters of the Dew</i>					3	
240.	Aime Cesaire		<i>Return to my native land</i>					3	
241.	Paine Thomas		<i>The age of reason</i>					2	
242.	Nathaniel Hawthorne		<i>The scarlet letter</i>					3	
243.	Edgar Allan Poe		<i>The Tell Tale Heart</i>					3	
244.	Earnest Hemingway		<i>A farewell to arms</i>					3	
245.	Arthur Miller		<i>Death of a Salesman</i>					3	
246.	Arthur Miller		<i>The Crucible</i>					3	
247.	Femi Osofisan		<i>Birthdays are not for dying and other plays</i>					3	
248.	Dante Alighieri		<i>Divine Comedy</i>					3	
249.	John Milton		<i>Paradise Lost and Paradise Regained</i>					3	

250.	David Robinson		<i>From peep show to the palace</i>					1	
251.	Amateshe Kisa		<i>Scripting andacting</i>					1	
252.	George Eliot		<i>Felix Holt, the radical</i>					3	
253.	Robert Oxton Bolt		<i>A man for all seasons</i>					3	
254.	Alejo Carpentier		<i>The Kingdom of This World</i>					3	
255.	Gabriel Marquez		<i>One Hundred Years of Solitude</i>					3	
256.	Miguel Angel		<i>The President</i>					3	
257.	Mariano Azuela		<i>The Underdogs</i>					3	
258.	Carol Fuentes		<i>The Death of Artemio Cruz.</i>					3	
259.	Octavia Paz		<i>The Labyrinth of Solitude</i>					3	
260.	Simon Gikandi, Evan Mwangi		<i>The Columbian Guide to East African Literature</i>					1	
261.	Abiola Irele		<i>The African Experience in Literature and Ideology</i>					1	
262.	Chinua Achebe		<i>The Trouble with Nigeria.</i>					1	
263.	Kaschulla, R		<i>African Oral Literature: Functions in Contemporary Contexts</i>					1	
264.	M.K. Naik		<i>A history of Indian English literature</i>					1	
265.	Mulk Raj Anand		<i>Untouchable</i>					3	
266.	Raja Rao		<i>Kanthapura</i>					3	
267.	Anita Desai		<i>Clear Light of Day</i>					3	
268.	Salman Rushdie		<i>Midnight's children</i>					3	

269.	Asif Currimbhoy		Monsoon					3	
270.	Asif Currimbhoy		An experiment with truth					3	
271.	Camara Laye		<i>The African Child</i>					5	
272.	Kinyanjui Kombani		<i>Den of Inequities</i>					3	
273.	Kinyanjui Kombani		<i>Last Villains of Molo</i>					3	
274.	Kinyanjui Kombani		<i>Of Pawns and Players</i>					3	

ENGLISH/LINQUISTICS

SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total price
275	Brown, S & arson, J.		Second language acquisition myths: applying second language research to classroom teaching		Latest edition	9780472034987		2	
276	Larsen, D. & Anderson, M.		Techniques and principles of language teaching (Teaching techniques in English as a second language		Latest edition	9780194423601		2	
277	Ranger, Graham. / by Graham Ranger	Cham: Springer International Publishing, 2018.	Discourse Markers An Enunciative Approach	2018				2	
278	Schütze, Ulf. / <i>Ulf Schütze.</i>	Cambridge: Cambridge University Press, 2017. Print.	<i>Language Learning and the Brain : Lexical Processing in Second Language Acquisition</i>					2	
279	Lieber, Rochelle	Cambridge University	Morphology and Lexical Semantics		Latest edition	978-0521831710		2	

		Press							
280	Odden, David	Cambridge University Press	Introducing Phonology (Cambridge Introductions to Language and Linguistics)			Latest edition	978-1107627970		2
281	Campbell, Lyle		Historical Linguistics, fourth edition: An Introduction	2021		4 th	978-0262542180		2
282	Hock Henrich	De Gruyter Mouton	Language History, Language Change, and Language Relationship: An Introduction to Historical and Comparative Linguistics	2019		3 rd	978-3110609691		3
283	Pinker, Steven	Reprint	The Language Instinct: How The Mind Creates Language			Latest edition	9780062032522		3
284	Gillioz, Christelle; Zufferey, Sandrine	Wiley-ISTE	Introduction to Experimental Linguistics	2020			978-1786304186		1
285	Zufferey, Sandrine		The Routledge Handbook of Experimental Linguistics (Routledge Handbooks in Linguistics)	2023			978-1032492872		2
286	Rosefelder, Mark		The Syntax	2018			1729647367		3

			Construction Kit						
287	Brezina, Vaclav	Cambridge University Press	Statistics in Corpus Linguistics: A Practical Guide	2018		978-1107125704		3	
288	Winter, Bodo		Statistics for Linguists: An Introduction Using R	2019		978-1138056084		3	
289	Saeed, John		Semantics (Introducing Linguistics)	2022		978-1119709855		2	
290	Machin, David		How to Do Critical Discourse Analysis: A Multimodal Introduction	2023		978-1529772982		2	

PSYCHOLOGY

SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total price
291.	Bennett L. Schwartz and John H. Krantz		Sensation And Perception	2018	Latest edition			3	
292	American Psychiatric Association		Diagnostic and statistical mental disorders DSM5		Latest edition			3	

HISTORY

SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total price
293	DEREK		People, revolution, and nations			0237287455		3	
294	AGONDA		Leadership & economic crisis in africa			9789966447135		3	
295	TOKUNBOH ADEYEMO		Is Africa Cursed			9789966805133		2	

296	A.H Rhoda	New York. Cadillac Publishing Compan	<i>Archaeology Made Simple</i>	1964				2	
297	Adiong, N.M (ed) <i>Perspectives.</i>	Newcastle. Cambridge Scholars Publishing	<i>International Relations and Islam: Diverse</i>	2013				2	
298	Alexander Passerin	<i>Hooker.</i> Oxford	<i>Medieval Contribution to Political Thought: Thomas Aquinas, Marsilia of Padua and Richard</i>	1997				2	
299	Allen J.W A	London, Macmillan	<i>History of Politial Thouht in the Barber, Willim, A</i>	1925				2	
300	Baylis, J (ed)	Oxford. OUP	<i>The Globalization of World Politics: An Introduction to International Relations..</i>	(1997)				2	
301	Bell, John F., A,	Ronald Press,	<i>History of Economic Thought</i>	1967				2	
302	Black, R. D. Collison,	Barnes and Noble Books,	<i>Ideas in Economics</i>	1986				2	
303	Blaug, Mark, ,	Newyork University Press,	<i>History and the Economic History of Economics</i>	1986				2	
304	Blaug, Mark, , ,	Cambridge University Press	<i>Economic Theory in Retrospect</i>	1985, 1992 reprint				2	
305	Bowden, Elbert,	<i>South- Western</i>	<i>Economic Evolution</i>	1985				2	
306	Buchholz, Todd		<i>New Ideas From Dead Economists</i>	1990				2	

307	Dalby, D...	London, Frank Cass	<i>Language and History in Africa</i>	1970				2	
308	Davidson B.	London, Longman	Black Mother Africa, the Years of Trial.	1979				2	
309	Davidson B. (1989).	Weidenfield and Micalgo	<i>Africa in History;</i> Themes and Outlines,	1989				2	
310	Dobb, Maurice,	Cambridge University Press,	<i>Theories of value and Distribution Since Adam Smith,</i>	1973				2	
311	Eatwell, John, Murray Milgate, Peter Newman,	Macmillan Reference, Ltd.	The New Palgrave: A <i>Dictionary of Economics ,</i>	1998				1	
312	Ekelund, Robert, and Robert Hébert,	McGraw-Hill Publishing C.,	<i>A History of Economic Theory and Method,</i>	1990				2	
313	Fage, J.D. ed.	London, Oxford University Press.	<i>Africa Discovers Her Past.</i>	1970				2	
314	Ferguson, John,	Longmans, Green and Co.,	Landmarks of Economic Thought	1938				2	
315	Frieden, J et.al	New York: W.W. Norton & Company	<i>World Politics: Interests, Interactions, Institutions</i>	2010				2	
316	Galbraith, Kenneth,	Mifflin Co.,	Economics in Perspective , Houghton	1987				2	

317	Gooch G.P	London, Macmillan	<i>Political Thought in England from Bacon to Halifax.</i>	1914				2	
318	Gruchy, Allan, , ,	Prentice Hall	<i>Modern Economic Thought</i>	1947				2	
319	Heilbroner, Robert,	(in reprint	<i>The Worldly Philosopher</i> , Simon and Schuster,	1972				2	
320	Hunt, E. K., ,	HarperCollin s	<i>History of Economic Thought</i>	, 1992				2	
321	James Hadfield	University of London Press.	<i>Basic Politics.</i>	1965				2	
322	Kelle, V. Kovalson,M	Progress publishers	<i>Historical materialism on outline of Moarxist Theory of Society.</i>	1973				2	
323	Khanna V.N,	New Delhi. Vikas Publishing House PVT LTD	<i>International Relations 5th edition.</i>	2013				2	
324	Ki-Zerbo (Ed)	Vol. 1, UNESCO. Nairobi	<i>General History of Africa; Mathodology and Africa Prehistory</i>	1990				2	
325	Kregel, J. A., ,	New York University Press	<i>Recollections of Eminent Economists,</i>	1989				2	

326	Kuhn, W.E.,	South-Western Pub.,	<i>The Evolution of Economic Thought,</i>	1970				2	
327	Landreth, Harry and David Colander	Houghton Mifflin	<i>History of Economic Theory</i>	1989				2	
328	Lekachman, Robert,	A McGraw-Hill,	History of Economic Ideas,	1959				2	
329	Letwin, William, , ,	Doubleday Anchor	The Origins of Scientific Economics	1965				2	
330	Lichtenstein, P. M. An		Introduction to Post-Keynesian and Marxian Theories of Value and					2	
331	Louis, Paul,	McCutchan Publishing	<i>Readings in the History of Economic Thought</i>	1971				2	
332	Mearsheimer, J.J	New York. Norton	<i>the Tragedy of Great Power Politics.</i>	2001				2	
333	Muriuki, H.S.K	Nairobi, Oxford University Press	<i>A History of the Kikuyu 1500-1900.</i>					2	
334	O'Neill, K	(Cambridge. CUP	<i>the Environment and International Relations</i>					2	
335	Ogot B.A ed.	Nairobi, East Africa Publishing	<i>Hadith 1.</i>	1968				2	

		House							
336	Ogutu M.A and Kinyanjui S.S	Nairobi, Nairobi University Press	<i>An Introduction to African History.</i>	1991				2	
337	Sherman H.M Chang	Philadelphia	<i>The Marxist Theory of State.</i>	1931				2	
338	Silverman, V (2000),	Urbana and Chicago. University of Illinois Press.	<i>Imagining Internationalism in American and British Labor</i>	1939.				2	
339	Stones, R.W	Cambridge. CUP	<i>Controlling Institutions: International Organizations and the Global Economy.</i>	2011				2	
340	Thomas Aquinas	Free Press.	<i>The Medieval Contribution to Political Thought</i>	1938				2	
341	Vansina J.	Nairobi, Heinemann	<i>Oral tradition as History.</i>					2	
342	Vogler, J and Imber, M.F (eds))	the London. Routledge. Taylor & Francis	<i>Environment and International Relations.</i>	2005				2	

343	Waltz, K.N.,	New York: McGraw Hill.	<i>Theory of International Politics.</i>	1979				2	
344	Zezeza, P.T	Dakar, CODESRIA Journal.	<i>Manufacturing African Studies and Crises.</i>	1997				2	

RELIGION

SN O	Author	Publisher	Title of the book	Year of publicatio n	Edition	ISBN	Unit priz e	No of copie s	Tota l prize
345.	Mugambi, JNK		Religion and Social Construction of Reality		Latest			3	
346.	Mugambi, JNK		The Biblical Basis for Evangelization		Latest			3	
347.	Mugambi, JNK		Christian Mission and Social Transformation		Latest			3	
348.	Samuel Wake Kunhiyop		African Christian Theology		Latest edition			3	
349	Robert S.Heaney.		From historical to PostColonial Theology. The contribution of John S.Mbitis&Jesse N.K Mugambi		Latest edition			3	
350	Alan Richardson and John Bowden		The Westminster Dictionary of Christian theology		Latest edition			1	

COMMUNITY DEVELOPMENT

SN O	Author	Publisher	Title of the book	Year of publicatio n	Edition	ISBN	Unit priz e	No of copie s	Tota l prize
351	Edited By Rhonda Phillips, Robert Pittman		An Introduction to Community Development		Latest edition	9780415703550		3	
352	Edited By Sue Kenny, Brian		The Routledge Handbook of	2019	Latest edition	9780367874520		2	

	McGrath, Rhonda Phillips		Community Development Perspectives from Around the Globe						
353	Dave Beck, Rod Purcell		Community Development for Social Change	2020	Latest edition	9781138694156		3	
354	by Jay Weinstein		Social Change	2018	Latest edition	13: 978-1442203006 10: 9781442203006		3	
355	By Dave Beck, Rod Purcell		Community Development for Social Change	2020	Latest edition	9781138694156		2	
356	Edited By: Mark Brennan, Jeffrey, Birdger, Theodore R. Alter		Theory, Practice, and Community Development		Latest edition	9780415694148		3	
357	Somesh Kumar		Methods for Community Participation		Latest edition			2	

CHEMISTRY									
SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total prize
358	F.A Cotton, G Wilkinson, C A Murillo and M Bochmann		Advanced Inorganic Chemistry		Latest edition			3	

359	Ian H. Williams and Nicholas H. Williams		Advances in physical organic chemistry		Latest edition			4	
360	Braithwaite and F.J. Smith		Chromatographic Methods		Latest edition			4	
361	Hans-Joachim Hubschmann		Hand Book of GC-MS, Fundamentals and Applications		Latest edition			4	
362	James M. Miller		Chromatography: Fundamentals and applications of chromatographic and electrophoretic methods, Part A. Fundamental techniques, Elsevier		Latest edition			4	
363	Solomons, T. and Fryhle, C.		Organic Chemistry Willey		Latest edition			2	
364	Carey, A. and Giuliano, M.		Organic Chemistry		Latest edition			2	

MATHEMATICS

SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total prize
365	Munkres, James R.		Topology		Latest			3	
366	Munkres		Elements of Algebraic Topology		Latest edition			2	
367	Pressley, N.		Elementary Differential Geometry		Latest edition			2	

368	Gerald B. Folland		A Guide to Advanced Real Analysis		Latest edition		3	
369	Kenneth Ross		Elementary Analysis: The Theory Of Calculus		14 th Edition		3	
370	Stanley Farlow		Partial Differential Equations for Scientists and Engineers		Latest edition		3	
371	Richard Haberman		Applied Partial Differential Equations		4 th Edition		2	
372	S. C. Chapra and R.P.		Canale Numerical Methods for Engineers		5 th or 6 th Edition		3	
373	Beichelt F.E.		Stochastic Processes in Science, Engineering and Finance		Latest edition		2	
374	Geiss T. and S. Geiss		An Introduction to Probability theory		Latest edition		3	
375	Neter, J, Kutner, M. H, Nachtsheim, C.J., and Wasserman, W.		Applied Linear Statistical Models		Latest edition		3	
376	Oliver Knill		Probability and Stochastic Processes with Applications		Latest edition		3	
377	Salvatore, Dominick, and Derrick Reagle		Statistics and Econometrics		Latest edition		3	
378	Erwin Kreyzig		Advanced engineering mathematics		Latest edition		3	

379	H.K Dass, S		Advanced engineering mathematics		Latest edition			3	
380	Richard A. Silverman		Calculus with analytic geometry		Latest edition			3	
381	Peter J. Brockwell and Richard A. Davis		Introduction to times series and forecasting		Latest edition			2	
382	Aileen Nielsen		Practical time series analysis: prediction of statistics and machine learning	2019	Latest edition			3	
383	Prof Leo Odongo/Prof Kahiri		Probability of statistics		Latest edition			3	
384	Prof Leo Odongo/Prof Kahiri		Estimation		Latest edition			3	

PHYSICS									
SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total prize

385	David Halliday, Robert Resnick Jearl Walker		Fundamentals of Physics Extended		Latest editio n	978-0470469088		3	
386	Pain H. J.		The Physics of Vibrations and Waves		Latest edition			3	
387	William Lowrie		Fundamentals of Geophysics		Latest edition	978-0521675963		2	
388	J. W. Whitaker		Mining physics and chemistry(Paperback)	2017	Latest edition	978-0649186426		4	
389	Hugh D. Young,Roger a A Freedman and Santa Barbara		University Physics		Latest edition	978-0-321-69686-1		4	
390	S Salivahanan		Electronic Devices and Circuits.		Latest edition	978-1-25-900641-8		3	
391			KLB book 4 Physisc		Latest edition			5	
392			KLB chem book 4		Latest edition			5	
393			KLB Maths Book 4		Latest edition			5	

MANAGEMENT SCIENCE

SN O	Author	Publisher	Title of the book	Year of publicatio n	Edition	ISBN	Unit priz e	No of copie s	Tota l prize
394	N.A. Saleemi		Quantitative Techniques Simplified		East African Edition			5	
395	Glyn Barton, George Carrol & Smart Wall		Quantitative Methods for Business & Economics		Latest edition			3	
396	John Buglear		Quantitative Methods for Business		Latest edition			5	
397	Dr Alok Gupta		Business Statistics	2020	Latest edition			5	
398	Alexander Holmes , Barbara Illowsky, Susan Dean		Introductory Business Statistics	2020	Latest edition			3	
399	Dr. B.N Gupta		Business Mathematics 1	2021	Latest edition			5	
400	Jay Heizer/Barry Render/Chuck Munson		Operations Management (Sustainability and Supply chain management)	2020	12 th Edition			2	
401	Jay Heizer/Barry Render/Chuck Munson		Principles of Operations Management	2020	12 th Edition			2	

FINANCE									
SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total price
402.	N. A Saleemi		Business Finance simplified		Latest edition			5	
ECONOMICS									
SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total price
403.	Mukras, M.S		Elements of Mathematical Economics		Latest edition			5	
404.	Thirall A.P.		Growth and Development		Latest edition			3	
405.	Shapiro ,E		Macroeconomic Analysis		Latest edition			3	
PROCUREMENT AND LOGISTICS MANAGEMENT									
SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total price
406	David Jessop & Alex Morrison		Storage & Control of Stock		Latest edition			3	
407	Peter Bailey, David Farmer, Barry Crocker, David Jesson and David Jones		Procurement, Principles & Management		Latest edition			3	

408	Kirit Pandit &H Marmanis		Spend Analysis		Latest edition			3	
409	Margaret Griffiths and Ivor Griffiths		Law of Purchasing and Supply		Latest edition			3	
410	Sherry R Gordon		Supplier Evaluation &Performance Excellence		Latest edition			3	
411	Michael H. Hugos	John willy & sons inc.	Essentials of supply chain management		Latest edition	10 9 8765432		3	
412	Barry crocker, David jossop & alex morrison		Inbound logistics management		Latest edition	978-0-273-72048-5		2	
413	Paul cousins, Richard lamming, ben lawson and brian square	Prentice hall, pearson education edinburg- england	Strategic supply management principles, theories and practice		Latest edition	978-0-273-65100-0		3	
414	Stanley E. Fawcelt, Lisa M. Ellram & jeffray A. ogden		Supply chain management from vision to implementation		Latest edition	0-13-159420-6		3	
415	The chatered institute of purchasing and supply		Managing purchasing and supply relationships		Latest edition			3	
416	Alan branch		International purchasing and management		Latest edition	978-1-86152-511-6		2	
417	Caroline booth		Strategic procurement- organizing suppliers and supply chains for competitive advantage		Latest edition	978-0-7494-6022-8		3	
418	Ian longdin	cambridge academic	Legal aspects in purchasing and supply chain management		Latest edition	1-903-499-51-8		2	

HUMAN RESOURCE									
SN O	Author	Publisher	Title of the book	Year of publicatio n	Edition	ISBN	Unit priz e	No of copie s	Tota l prize
419.	Simon Honey Ball		Labour law		Latest edition			3	
420.	Armstrong Michael		Strategic Human Resource Management		Latest edition			3	
421.	Michael and Mohan T		Human Resource Information Systems		Latest edition			3	
RISK MANAGEMENT									
SN O	Author	Publisher	Title of the book	Year of publicatio n	Edition	ISBN	Unit priz e	No of copie s	Tota l prize
422.	Hokin,Paul		Fundamentals of Risk Management (understanding evaluating and implementing effective risk management)	2018	Latest edition			2	
423.	Michael Crouchy,Dan Galai,Robert Mark		Essentials of Risk Management (vol 1)		Latest edition			2	

424.	Aven, Terje, Zio, Enrico		Knowledge in risk assessment and management	2018	Latest edition			2	
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INSURANCE AND RISK MANAGEMENT									
SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total price
425	Asmussen, S., & Steffensen, M.	Springer International Publishing	<i>Risk and insurance.</i>	2020	Latest edition	13: 9781118534007		3	
426	Emmett J. Vaughan, Therese M. Vaughan ;	Wiley	Fundamentals of Risk and Insurance		Latest edition			3	
427	P. K. Gupta ;	Himalaya Pub. House	Fundamentals of Insurance		Latest edition			3	
428	John F. Dobbyn,	Ingram	Insurance Law in a Nutshell:	2017	Latest edition			2	
429	Merkin, Robert M., Steele, Jenny :	Oxford university press	Insurance and the law of obligations		Latest edition			2	
430	August J. Baker; Dennis E. Logue; Jack S. Rader	Oxford University Press	Managing. Pension and Retirement Plans: A Guide for Employers, Administrators, and Other Fiduciaries		Latest edition			3	
431	Merkin, R. M., & Stuart-Smith, J.	Sweet & Maxwell	The law of motor insurance.		Latest edition			2	

432	AICPCU; American Institute For Chartered Property Casualty	Insurance Institute of America	AINS 21 Property and Liability Insurance		Latest edition			2	
433	Raymond A. Guenter (Author), Elisabeth Ditomassi	American Bar Association	Fundamentals of Insurance Regulation: The Rules and the Rationale;	2017	Latest edition			3	

BUSINESS LAW

SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total price
434.	Arlen W. Langvardt, A. James Barnes, Jamie Darin Prenkert, Martin A. McCrory, Joshua E. Perry	McGraw-Hill Education	Business law the ethical, global, and e-commerce environment.	2019	Latest edition			1	
435.	Kenneth W. Clarkson, Roger LeRoy Miller	Cengage Learning::	Business Law: Text and Cases	2021	Latest edition			3	

COMPANY LAW

SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total price
436.	Bourne, Nicholas -		Principles of Company Law		Latest edition			3	
437.	Alan Dignam, John Lowry		Company Law; core text series		Latest edition			3	

438.	Andreas Cahn, David C. Donald	Cambridge University Press	Comparative Company Law: Text and Cases on the Laws Governing Corporations in Germany, the UK and the USA		Latest edition			3	
INTERNATIONAL HUMANITARIAN LAW									
439.	Yoram Dinstein	Cambridge University Press	The Conduct of Hostilities under the law of International Armed Conflict		Latest edition	9780521834360		3	
440.	Emily Crawford	Cambridge University Press	International Humanitarian Law		Latest edition	9781107116177		3	
441.	Gary D. Solis	Cambridge University Press	The Law of Armed Conflict: International Humanitarian Law in War		Latest edition	9780511712531		3	
LAW OF EVIDENCE									
442.	Steve Ouma	Law Africa Publishing	A Commentary on the Evidence Act Cap 80	2017	Latest edition	9789966530615		3	
443.	Kyalo Mbobu	Law Africa Publishing	Law and Practice of Evidence in Kenya		Latest edition	9966031235		3	
444.			The Law of Evidence Act Cap 80		Latest edition			3	
COOPERATIVE MANAGEMENT									

SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total prize
445..	Thaddeus D Maina		Cooperative management in developing countries		Latest edition	9966703608		3	
446.	Gitonga B.A		Cooperative management simplified		Latest edition	2020203004014		3	
447.	Manyara M.K		The Development of cooperative law and policy in kenya.		Latest edition	996698140-3		3	

MARKETING MANAGEMENT

SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total prize
448.	Kotler,P &Armstrong,G.		Principles of Marketing		Latest edition			3	
449.	Kotler,P & Keller, K.L		Marketing Management		Latest edition			3	

EDUCATION

SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total prize
450	Sifuna, Chege and Owada		Themes in the study of foundations of Education		Latest edition			2	
451	Sifuna, D.		Family, Labour and Trade in Western Kenya.		Latest edition			3	

452	Roblyer, M.D.		Integrating Educational Technology Into Teaching		Latest edition			5	
453	Amy G. Bell,		Assistive Technology in Classroom		Latest edition			5	
454	Huber, H. S., & Levy-Vered, A		theory and practice of alternative assessment in higher education. <i>innovative teaching strategies and methods promoting lifelong learning in higher education, 55.</i>		Latest edition			5	
455	Johanna Kasin Lemlech ·		Curriculum and Instructional Methods for the Elementary and Middle school		Latest edition			3	
456	Paul R. Burden, David M. Byrd ·		Methods for Effective Teaching: Meeting the Needs of All		Latest edition			3	
457	Mel Silberman, Melvin L. Silberman · 1996, Any Subject, b		Active Learning: 101 Strategies to Teach		Latest edition			3	
458	Harry K. Wong, Rosemary Tripi Wong ·		The First Days of School: How to be an Effective Teacher		Latest edition			2	

459	Harry K. Wong, Rosemary Tripi Wong, Sarah F. Jondahl ·		The Classroom Management	2018	Latest edition			2	
460	Thadei Filipatali · , ,		Learning Theories. Their Influence on Teaching Methods		Latest edition			3	
461	Mike Bell ·		The Fundamentals of Teaching: A Five- Step Model to Put the ..research evidence in to practice.,	2020	Latest edition			3	
462	M. D. Roblyer, Joan E. Hughes		Integrating Educational Technology Into Teaching:	· 2018	Latest edition			3	
463	Ashley Van Storm		How to Teach Agriculture: A Book of Methods in This Subject,		Latest edition			3	
464	Gary D. Borich ·		Effective Teaching Methods: Research- based Practice		Latest edition			2	
465	Geoffrey Petty ·		Teaching Today: A Practical Guide		Latest edition			2	

HOTEL AND TOURISM

SN O	Author	Publisher	Title of the book	Year of publicatio n	Edition	ISBN	Unit priz e	No of copie s	Tota l prize
466	<u>Tim Knowles</u>		Food Safety in the Hospitality Industry		Latest edition	9780750653497		2	

467	Leonard J Lickorish, Carson L. Jenkins		Tourism		Latest edition	9780750619561		3	
468	Bobby George & Sandeep Chatterjee		Food & Beverage Service and Management		Latest edition			3	
469	<u>John Walker</u>		Introduction to Hospitality Management		Latest edition	9780134151908		3	
470	<u>David K. Hayes , Jack D. Ninemeier</u>		Human Resources Management in the Hospitality Industry		Latest edition	9781118988503		3	
471	Rodoula H Tsiotsou		Strategic Marketing in Tourism Services		Latest edition	9781780520704		3	
472	<u>Robin Nunkoo</u>		Handbook of Research Methods for Tourism and Hospitality Management (Handbooks of Research Methods in Management series)	2020	Latest edition	9781785366291		3	
473	Steve Mawson		The Fundamentals of Hospitality Marketing (Tourism & Hospitality)		Latest edition	9780826448323		3	
474	John C. Crossley, Lynn M. Jamieson, Russell E. Brayley		Introduction to Commercial Recreation and Tourism		Latest edition	9781571676771		3	
475	Stephen C. Barth		Hospitality Law: Managing Legal Issues in the Hospitality Industry		Latest edition	9781119386094		3	
476	<u>Alastair M. Morrison</u>		Marketing and Managing Tourism Destinations	2018	Latest edition	9781138897298		3	

477	<u>Tim Bryant</u>		The Business of Travel Agency and Tour Operations	2022	Latest edition	1639875239		2	
478	<u>David A. Fennell</u>		Ecotourism	2020	Latest edition	9780367364601		3	
479	Paul R. Krausman		Wildlife Management and Conservation: Contemporary Principles and Practices		Latest edition	9781421409863		3	
480	James Kavanagh		East Africa Wildlife: A Folding Pocket Guide to Familiar Species in Kenya, Tanzania & Uganda (Wildlife and Nature Identification)		Latest edition			3	
481	<u>Verite Reily Collins</u>		Becoming a Tour Guide: The Principles of Guiding and Site Interpretation		Latest edition	9780826447883		2	
482	<u>Faustin Kamuzora</u>		Application of Electronic Tourism in Developing Countries: Tools for Empowering Consumers and Small Service Providers in Tourism Value Chain		Latest edition	9783838369143		2	
483	<u>David L. Edgell</u>		Tourism Policy and Planning: Yesterday, Today, and Tomorrow	2018	Latest edition	9781138491236		3	

484	<u>Prof. Chris Cooper</u>		Classic Reviews in Tourism (Aspects of Tourism, 8)		Latest edition	9781873150443		2	
485	Ghosh, B.		Tourism And Travel Management		Latest edition	9788125905615		2	
486	<u>Adrian Battye</u>		The French Language Today: A Linguistic Introduction		Latest edition	9780415198370		2	
487	Dylane Moreau		The Complete French Conjugation Course: Master the French Conjugation in One book! (The Complete French Course - Pronunciation, Conjugatio, Vocabulary, Expressions n, Grammar		Latest edition	9798742351528		2	
488	Henriette Walter		Francais Dans Tous Les Sens. Grandes Et Petites Histoires de Notre Langue(le) (French Edition		Latest edition	9782757802458		3	
489	Yvette Reisinger		Cross-Cultural Behaviour in Tourism		Latest edition	9780750656689		3	

490	Marc Mancini		Conducting Tours		Latest edition	97820766814196		3	
491	Tammie J. Kaufman		Cultural and Heritage Tourism and management	2018	Latest edition	9781631576027		3	
492	J. Christopher Holloway		The Business of Tourism 11th Edition	2019	Latest edition	9781526459459		2	
493	A.J. Veal		Research Methods for Leisure and Tourism: A Practical Guide		Latest edition	ASIN : B017MYJ13S		3	
494	Henk Beentje		Flora of Tropical East Africa - Glossary		Latest edition	9789058094117		2	
495	Najma Dharani		Field Guide to Common Trees & Shrubs of East Africa	2019	Latest edition	9781775846086		3	
496	Martin B. Withers		Wildlife of East Africa (Princeton Pocket Guides, 3)		Latest edition	9780691007373		2	

497	David M Stipanuk		Hospitality Facilities Management and Design		Latest edition	9780866124768		3	
498	Philip T. Kotler		Marketing for Hospitality and Tourism		Latest edition	978-9332586260		3	
499	Edward E. Sanders		Food, Labor, and Beverage Cost Control: A Concise Guide	2020	Latest edition	978-1478639763		3	
500	Michael L. Kasavana	Educational Institute of the American Hotel/Motel Assoc	Managing Front office Operations		Latest edition	9780866125505		3	
501	D. Rod Lloyd	American	Landromat Operations & Maintenance Manual		Latest edition	978-1511898768		3	
502	Evelyn L. Lewis, Carolyn Turner Smith	Goodheart-Willcox	Housing & Interior Design		Latest edition	978-1631265679		2	
503	Sue Baker, Jeremy Huyton & Pam Bradley	Cengage Learning	Principles of Hotel Front Office Operations		Latest edition	978-1844800902		3	
504	John Campbell, David Foskett & Victor Cesarani	Hodder Education Publisher	Practical Cookery		Latest edition	9780340948378		3	

505	Bri McKoy	Revell	The Cooks Book; Recipes for keeps & Essential Techniques to master everyday Cooking	2023	Latest edition	978-0800742942		3	
506	David Foskett, Patricia Paskins & Neil Rippington	Hodder Education	Practical Cookery	2019	Latest edition	9781510461710		3	
507	Jeremy MacVeigh	Cengage Learning	International Cuisine		Latest edition	9781418049652		3	
508	Parragon Books	Cottage Door Press	The Art of Mixology: Classic Cocktails and Concoctions	2018	Latest edition	9781680524109		3	
509	Dmitry Kozlov		Information Systems in Hotels	2019	Latest edition			3	
510	Abilio Guerreiro		Food & Beverage Control Cost	2023	Latest edition			3	
511	Elizabeth Jimenez		Baking and Pastry	2023	Latest edition			3	
512	Elizabeth Jimenez		Events and Banquet Management	2023	Latest edition			3	
513	Barbara Hammond	Ad Wes Lon Education	Cooking Explained		Latest edition	978-0582305731		3	
514	M. J. Boella	Routledge	Human Resource Management in the Hotel and Catering Industry		Latest edition			3	

ANIMAL SCIENCE

SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total prize
515	Church, D. C. & Pond, W. G.		Basic Animal Nutrition and Feeding		Latest edition	0 471 30864 1		2	
516	McDonald, P.M. Edwards, R. A. & Greenhalgh, J.F.D.		Animal Nutrition		Latest eition	13: 9780470207918		3	
517	C.V. Singh		Animal Breeding and Genetics		Latest edition	13 : 978-9383305490		3	
518	Dr. A. G. Jaiswal		Practical Hand Book of Apiculture	2019	Latest edition	035983616X, 9780359836161		3	
519	Peter McDonald, J.F.D. Greenhalgh, C A Morgan, R Edwards, Liam Sinclair	Pearson	Animal Nutrition	2022	Latest edition	978-1292251660		3	
520	Mbithi, Peter Mulwa F; Mulei, Charles M	University of Nairobi Press	Metabolic and Nutritional Diseases of Food Animals		Latest edition	9966846557 :		3	
521	Denis Fielding	CTA MacMillan	Donkeys (The Tropical Agriculturalist)		Latest edition			3	
522	Gatenby, Ruth	CTA MacMillan	Sheep (The Tropical Agriculturalist / CTA)		Latest edition	13: 9780333523100		3	
523	Denis Fielding	CTA Macmillan Education,	The Tropical Agriculturalist Rabbits		Latest edition	0333523113		3	
524	Holness, David	CTA Macmillan Education,	Pigs (The Tropical Agriculturalist		Latest edition			3	

525	Samantha Sanders	Murphy & Moore Publishing	Understanding Animal Breeding and Genetics	2022	Latest edition	978-1639875443		2	
526	Falconer, D.S. and Mackay, T.F.C.	Addison Wesley Longman, Harlow	Introduction to Quantitative Genetics		Latest edition	978-0582243026		3	
527	Jacques Arrignon	Macmillan Education Ltd	Tilapia (The Tropical Agriculturalist)		Latest edition	0333574729		3	

COMPUTER SCIENCE

SN O	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit price	No of copies	Total price
528	Silberschatz, Abraham; Gagne, Greg; Galvin, Peter B.		Operating System Concepts	2018	Latest edition	ISBN 10: 1119456339 ISBN 13: 9781119456339		2	
529	Paul Deitel, Harvey M. Deitel		Java How to Program, Early Objects Plus MyLab Programming with Pearson eText -- Access Card Package, 11th Edition	2018	Latest edition	ISBN-10: 0-13-480027-3 ISBN-13: 978-0-13-480027-1		2	
530	David Seidl		CompTIA Security +Study Guide:Exam SY0-601		Latest edition	978-1119736257		2	
531	Mike Chapple		(ISC)2 CISP Certified Information Systems Security Professional Official Study Guide		Latest edition	978-1119786238		2	

532	Mike Chapple		(ISC) 2CISP Certified Information Systems Security Professional official practice Tests		Latest edition	978-1119787631		2	
533	Christine Bresnahan		LPIC-1 Linux Professional Institute Certification Study Guide		Latest edition	9781119582120		2	

GEOGRAPHY

SNO	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit prize	No of copies	Total price
534		Wiley	Geography: Realms, Regions, and Concepts,		Latest edition			2	
535		Wiley	Statistics in Geography: A Practical Approach - Revised with 17 Programs,		Latest edition			3	
536	Anoop Nayak and Alex Jeffrey		Geographic Thought: An Introduction to Ideas in Human Geography		Latest edition			3	
537	Mohammad		Population Geography: A Systematic Exposition		Latest edition			3	
538	Gould	- - W.T.S.	Population and Developme nt		Latest edition			3	

539	Coe, Neil M., Kelly, Philip F., Yeung, Henry		Economic Geography: A Contemporary Introduction		Latest edition			3	
540	Houérou, Henry N.		Bioclimatology and Biogeography of Africa.	2009.	Latest edition			3	
541	Edited by Andrew Goudie. Biogeography by Cox		Encyclopedia of Geomorphology	2004.	Latest edition			1	
542	Edited by Toyin Falola and Jessica Achberger		The Political Economy of Development and Underdevelopment in Africa.		Latest edition			2	
543	Colin Flint and Peter J. Taylor		Political Geography: World-Economy, Nation-State and Locality.	2018	Latest edition			2	
544	R. Davidson-Arnott		Introduction to Coastal Processes and Geomorphology		Latest edition			2	
545	Tim		Geographic Thought: A		Latest edition			2	

	Cresswell		Critical Introduction					
546	Jeremy W. Crampton		Mapping: A Critical Introduction to Cartography and GIS.		Latest edition			3
547	.. Lydia Mihelič Pulsipher, Alex Pulsipher, Ola Johansson and Conrad “Mac” Goodwin		World Regional Geography Global Patterns, Local lives	2018	Latest edition			3
548	Lucinda Becker -	Reading University , UK. March 160 pages SAGE Publications Ltd	Developing Research Proposals.. Pam Denicolo - Consultant on Doctoral Education and Training		Latest edition			1
549	Keith F Punch -.	University of Western Australia, Australia. April 2016 192 pages SAGE Publications Ltd	Developing Effective Research Proposals		Latest edition			2
550	Lesley Andres	Published: 2012. SAGE	Designing & Doing Survey		Latest edition			2

		Publications Ltd	Research.						
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HOME SCIENCE									
SNO	Author	Publisher	Title of the book	Year of publication	Edition	ISBN	Unit prize	No of copies	Total prize
551	Martha H Stipanuk,	W B Saunders Company, Philadelphia	Biochemical and Physiological Aspects of Human Nutrition		Latest edition			2	

552	edited by Maurice E Shaps, Moshe Shike, A. Catherine Ross Benjamin,	Lippincott Williams & Wilkins, Baltimore	. Modern Nutrition in Health and Disease		Latest edition			1	
553	edited by L Kathleen Mahan, Sylvia Escott-Stump, ,	W. B Saunders Company Philadelphia	Krause's Food, Nutrition & Diet Therapy		Latest edition			3	
554	B. SriLakshmi	New Age International Publishers	Human Nutrition		Latest edition			2	
555	B SriLakshmi	New Age Internatio	Dietetics Seventh		Latest edition			3	

		nal Publishers	Multi Colour Edition						
556	Moore, T and Say, S	United States Sage publicatio ns	Family Resource Managemen t		Latest edition			2	
557	Winfred Bull		Basic Needlework		Latest edition			2	
558	Deacon R, Firebough F		Family Resource Managemen t; Principles and applications		Latest edition			2	

PROJECT PLANNING AND MANAGEMENT

559.	Ron baden hellard	Inst of Civil Engineers Pub	project partnering- principles and practice		Latest edition	0 7277 2043 0		3	
560.	Svein arne jessen	Oxford University Press	The nature of project leardership		Latest edition	82-03-21516-4		2	
561.	Keith lockyer and james gordon	Ft Pr	Project managemen t and project network techniques		Latest edition	0 273 61454 1		2	
562.	Erick Larson & Clifford gray	McGraw Hill	Project managemen t- the managerial process		Latest edition	978-260-57043-4		2	
563.	Fredrick Harrison and Dennis lock	Gower	Advanced project managemen t- a		Latest edition	0566 07822 8		2	

			structured approach						
564.	k. nagarajan	New Age International Publishers	Project management		Latest edition	978-81-224-3324-1		2	
565.	Jack R meredick & samnel J. mantel jr	Wiley	Project management- a managerial approach	2021	Latest edition	978-1-118-09373-3		2	
566.	Steven C. stryker	Government Institutes	Principles and practice of professional consulting		Latest edition	978-1605907215		2	
567.	Geoff ress	Spon Press	Project management demystified (todays tools and techniques)		Latest edition	0 412 16920 2		2	
568.	s. chodhury, tata mc graw hill private limited- new delhi	McGraw-Hill Education	Project management		Latest edition	13:978-0-07 460068-9 10.0-07 460068-0		2	

PHYSICAL EDUCATION & SPORTS OPTION

569	Ander, E & Myers, S	Champaign, Human Kinetics	<i>Field Hockey: Steps to Success</i>		Latest edition	9780736068376		2	
570	Bailey, R	Prince	Ect for Learning: A Guide for Secondary		Latest edition	978-1847065025		1	

			Schools						
571	Barry, et.al.	Human Kinetics	<i>Positive Behavior Management in Physical Activity Setting</i>		Latest edition	9781450465793		1	
572	Bonnie K. B and Cindy Gregory C	Human Kinetics	<i>Volleyball. Steps to Success</i>		Latest edition	978-0736063371		1	
573	Clanton, R and Dwight, M	Human Kinetics	Team Handball. Steps to Success.		Latest edition	978-0873224116		2	
574	Coakley, J	McGraw Hill	<i>Sports in Society: Issues and Controversies</i>		Latest edition	978-1259910647		1	
575	Dudek R. W.	Williams and Wilkins, USA	<i>High Yield Anatomy</i>		Latest edition	978-0683182156		1	
576	Fox. E	Saunders College Publishing	<i>Sports Physiology.</i>		Latest edition	978-0030637711		2	
577	Gail W.J, Kemnitz, C.P. & Tortora J. G.	John Wiley & Sons Inc.	<i>Anatomy and Physiology</i>		Latest edition	9781118884560		1	
578	George, K. et.al	The JKF, Nairobi	<i>Physical Education: A Teachers' Guide.</i>		Latest edition			2	
579	Jane M	Human Kinetic	<i>Introduction to teaching Physical Education:</i>		Latest edition			1	

			<i>Principles and Strategies</i>						
580	John O. Spengler, Paul M. Anderson, Daniel P. Connaughton, Thomas A. Baker III	The NIRSA Education & Publication Center	<i>Introduction to Sport Law</i>		Latest edition	978-1492597773		1	
581	John. O. S et al	Human Kinetics	<i>Risk Management in Sports and Recreation</i>		Latest edition	978-0736056199		1	
582	Keir Radnedge	Amazon	<i>World Soccer Records</i>		Latest edition			1	
583	Lawrence, J	Prince.	<i>Teaching Primary Physical Education</i>		Latest edition	978-1473974319		1	
584	Lorin A. Cartwright, L and Pitney W. A	Human Kinetics	<i>Fundamentals of Athletic Training</i>		Latest edition	978-0736083737		1	
585	Lumpkin, A and Stoll, A. K	Human Kinetics	<i>Sport Ethics: Applications for Fair Play</i>		Latest edition	978-0072462098		1	
586	Marc D. B & Roy F	Tuttle Publishing Company	<i>Essential Book of Martial Arts Kicks.</i>	2018	Latest edition			1	

587	McArdle, W. D., Katch, F. I., & Katch, V. L.	Lippincott Williams & Wilkins.	<i>Exercise physiology: Nutrition, energy, and human performance</i>		Latest edition	978-1451191554		1	
588	McKay	Kindersley Limited	<i>Learn to swim.</i>		Latest edition	0756609550		2	
589	Mechikoff, R	McGraw-Hill Humanities	<i>A History and Philosophy of Sport and Physical Education: From Ancient Civilizations to the Modern World</i>		Latest edition	978-0073376493		1	
590	Mielke, D	Human Kinetics	Soccer Fundamentals		Latest edition			2	
591	Muskan, M. and Ashworth, S.	Pearson Education	<i>Teaching Physical Education</i>		Latest edition			2	
592	Plowman, S. A., & Smith, D. L.	Wolters Kluwer	<i>Exercise physiology for health, fitness, and performance</i>		Latest edition	978-1496323187		2	
593	Rick N	Human Kinetics	<i>Softball Fundamentals. A better way to learn the basics</i>		Latest edition			1	
594	Robert D et al	University of Alberta Press	<i>Adapted Physical Activity</i>		Latest edition	978-0888643759		1	

595	Scott, P. and Edward H.	McGraw Hill.	<i>Exercise Physiology: Theory and Application to Fitness and Performance.</i>		Latest edition			1	
596	Sharon, A and Denise, L	Benjamin Cummings: Toronto.	<i>Exercise Physiology: For Health, Fitness and Performance.</i>		Latest edition	978-0781779760		1	
597	Susan C. S & Whitehead, M	Sage.	Learning to Teach Physical Education in the Secondary School: A Companion to School Experience		Latest edition	978-0415561655		2	
598	Thelma, H	McGraw Hill	<i>Advances in Sports Psychology</i>		Latest edition	978-0736057356		1	
599	Tim Howard, T	Amazon	The Keeper: A Life of Saving Goals and Achieving Them		Latest edition	978-0062387370		2	
600	Tompsonski, P; McCullick, B and Pescec C	Human Kinetics	<i>Enhancing Children's Cognition With Physical Activity Games</i>		Latest edition			2	

601	Tony B. T and Peter D. P	Human Kinetics	<i>Rugby Steps to Success</i>		Latest edition			3	
602	Wagner, S, A.	Human Kinetics	<i>The Ethics of Coaching Sports: Moral, Social, and Legal Issues.</i>		Latest edition	978-0813346083		1	
603	Watkins, J.	Prentice Hall Inc	<i>Structure and Functions of the Muscular System</i>		Latest edition			1	
604	Weinberg, R and Gould, D	Human Kinetics	<i>Foundations of Sport and Exercise Psychology</i>		Latest edition	978-1492572350		1	
605	Woods, R.	Human Kinetics	<i>Social Issues in Sport</i>		Latest edition	978-0736089821		1	
606	Wooten Morgan	Human Kinetics	<i>Coaching Basketball Successfully</i>		Latest edition	978-0736047906		2	
AGRICULTURAL EXTENSION									
607	Dr. CB Gupta, S Chad		Principles of Marketing	2023				2	
608	Kevin Luis		Fundamentals of Agricultural Extension	2021				3	
609	Tapan Mandal		Fundamentals of Agricultural Extension Education	2024				2	
610	Morling, K., & Danjou, S.		Geometric and Engineering	2022				1	

			Drawing						
611	Morling, K., & Danjou, S.		A concise introduction to engineering graphics including worksheet series B	2019				1	
612	Sexton, T. J. .	Iowa State University Digital Press1	Introduction to Soil Science.	2023				2	
613	Anderson, A.	. Front Eviron Sci.	Active Approaches to teaching soil science at the college level	2019				2	
614	Amador JA.	New India Publishing Agency-Nipa.	Communication Technologies in Agriculture.	2019				1	
615	Jaisridhar, P., & Surudhi, M.	Routledge 1	The Communication Scarcity in Agriculture.		Latest edition			3	
616	Eise, J., & Hodde, W.	London: Routledge 1	Workshop Technology Part 1	2019				2	
617	Chapman, W.		Pipe, Workshop, and Farm Welding Guide for Beginners: A Simple	2022				2	

			Introductory Manual to Understanding Welding Basics, with Illustrated Demonstrations.						
618	Olsen, C.	Brillion Publishing	Elements of Farm Power and Machinery.	2023				3	
619	Gupta, S. K.		A Textbook of Farm Machinery & Power Engineering	2019				3	

620	Basavaraj, D., Srigiri, D., & Jayan, P. R.	Independently published	Fundamental principles of crop production	2019		13: 978-1706242604		2	
621	Essien, B. A.	Larsen & Keller education.	Principles of Crop Production.	2017				3	
622	Carney, K	Pearson	Horticulture : Principles and Practices.	2019				2	
623	Acquaah, G.		Dryland Horticulture : Principles and Practices.	2023				3	
624	Singh, R., & Singh, B. K.		The Teaching of Agriculture. Creative Media	2023				2	

			Partners, LLC						
625	Nolan, A. W.	Macmillan	The Principles of Agriculture: A Text-Book for Schools and Rural Societies.	2019				3	
626	Bailey, L. H.	CRC Press	Forage Crops of the World, 2-volume Set: Volume I: Major Forage Crops; Volume II: Minor Forage Crops.	2022				2	
627	Hedayetullah, M., & Zaman, P.	Singapore Springer.	Nutritional Quality Management of Forages in the Himalayan Region	2022				3	
628	Katoch, R.	New India Publishing Agency.	Communication Technologies in Agriculture.	2019				3	
629	P. Jaisridhar		Information and Communications Technology (ICT) and agricultural	2021				3	

			extension in developing countries. Intl Food Policy Res Inst.						
630	Spielman, D. J., Lecoutere, E., Makhija, S., & Campenhou ut, V		Adopting new technologies during the crisis: An empirical analysis of agricultural sector. Technologic al Forecasting and Social Change, 186, 122106.	2023				3	
631	Passarelli, M., Bongiorno, G., Cucino, V., & Cariola, A.		Planning for Effective Instruction. The Art and Science of Teaching Agriculture: Four Keys to Dynamic Learning.	2023				3	
632	Rice, A. H., & Mars, M.	Cambridge University Press.	Quantitative genetics.	2020				2	
633	Caballero, A.	. Oxford University Press.	Evolution and selection of quantitative traits	2018				1	
634	Walsh, B.,	. Springer	Role of	2023				1	

	& Lynch, M	Nature	Mutation Breeding in Floriculture Industry.						
635	Datta, S. K.	. Springer Nature	Introduction to Floriculture. In Role of Mutation Breeding in Floriculture	2023				3	
636	Datta, S. K.		Essential elements for high-impact scientific writing. Nature Biotechnology, 35(11), 1049-1051.	2021				3	
637	Nori, M., & Farinella, D.	Emerald Publishing	Research in rural sociology and development	2020				3	
638	Marsden, T. (Ed.).	Springer1	Agricultural and field robotics: an introduction . In M. Karkee & Q. Zhang (Eds.), Fundamentals of agricultural and field robotics	2021				3	
639	Zhang, Q., & Karkee,	CRC Press	Advances in agricultural	2020				3	

	M.		machinery and technologies						
640	Chen, G. (Ed.).	IntechOpen	Sustainable crop production: Recent advances.	2022				3	
641	Meena, V., Choudhary, M., Yadav, R. P., & Meena, S. K. (Eds.).	New India Publishing Agency.	Advances in crop production.	2020				1	
642	Singh, A., Kumar, N., Arora, S., Yadav, P., & Singh, P. (Eds.).	Cabi.	Enzymes in farm animal nutrition.	2022				1	
643	Bedford, M. R., Partridge, G. G., Hruby, M., & Walk, C. L. (Eds.).	Cabi.	Mineral nutrition of livestock.	2022				1	
644	Suttle, N. F.	Wiley.	Principles of plant genetics and breeding	2022				1	
645	Kadaru, S. B., Ajanahalli, S. R., & Vasudeva Rao, M. J.	Merck & Co., Inc1.	The Merck veterinary manual		Latest edition			1	
646	Kahn, C. M. (Ed.).	Oxford University Press2.	Infectious diseases of livestock		Latest edition			2	
647	Coetzer, J.	. Brillion	Fundamenta	2022				3	

	A. W., & Tustin, R. C. (Eds.).	Publishing	Is of agricultural extension education.						
648	Singh, R. P., & Singh, A. K.		Agricultural extension theories and practice in sub-Saharan Africa: A critical review. The Journal of Agricultural Science,	2021				3	
649	Sennuga, O. S., Alo, A., & Sokoya, O.	Delve Publishing	Farm structures: factors and considerations.	2023				1	
650	Wafullah, N. T. (Ed.).		The Complete Guide to Building Classic Barns, Fences, Storage Sheds, Animal Pens, Outbuildings, Greenhouses, Farm Equipment.	2021				2	
651	Toensmeier, E.		Adapting perennial grain and oilseed crops for	2023				3	

			climate resiliency.						
652	Jungers, J., Runck, et al.	John Wiley & Sons.	The halal food handbook.	2020				1	
653	Al-Teinaz, Y. R., Spear, S., & Abd El- Rahim, I. H. (Eds.).	Cabi	Improving animal welfare: A practical approach.	2020				1	
654	Grandin, T.	CRC Press	Soil fertility and nutrient managemen t: Principles and practices.	2022				1	

655	Sharanappa	LAP LAMBER T Academic Publishing .	A guidebook on soil fertility and plant nutrient managemen t.	2020				3	
656	Mwale, S. S., & Mwale, M.	CABI.	Vegetable production and practices.	2021				3	
657	Wien, H. C., & Stitzel, H.		Extension Education: Theory and Practice.	2021				2	
658	Smith, J. K., & Johnson, A. B.		Effective Extension Program Planning: A Guide for Practitioners .	2022				3	

659	Jones, L. M., & Brown, C. D.	SpringerLink	Farm Management Information Systems (FMIS). In Encyclopedia of Smart Agriculture Technologies.	2022				3	
660	Carer M. J.		Management information system adoption at the farm level: evidence from the literature. British Food Journal,	2021				3	
661	Giua, C., Materia, V. C., & Camanzi,		Agricultural Education. Journal of Agricultural Education		Latest edition			3	
662		SpringerLink	Applied Statistical Methods in Agriculture, Health and Life Sciences.	2020				1	
663	Lawal, B.	John Wiley & Sons.	Zoonoses: Infectious diseases transmissible from animals to	2020				1	

			humans.						
664	Dubey, R. C., & Maheshwari, D. K.	Cabi.	Nutrition and feeding of organic cattle.	2021				1	
665	Blair, R.	Oregon State University	A guide to the principles of animal nutrition.	2020				1	
666	Tronsmo, A. M., Collinge, D. B., Djurle, A., Munk, L., Yuen, J., & Tronsmo, A.	Springer Singapore	Seed-borne diseases of agricultural crops: detection, diagnosis & management.	2020				1	
667	Prasad, L. M.	Routledge	Agribusiness management.	2020				1	
668	Davis, K. E., Babu, S. C., & Ragasa, C.	CRC press.	Phytoremediation of contaminated soil and water.	2020				1	
669	Terry, N., & Banuelos, G. S.	Elsevier	Principles of soil and plant water relations.	2023				2	
670	Kirkham, M. B.	Cabi.	Nutrition and feeding of organic cattle.	2021				1	
671	Dagar, J. C., Gupta, S. R., & Teketay, D	Springer.	Agroforestry for Degraded Landscapes.	2020				1	
GEOLOGY									
672	Moses A		Introduction	2022		978-0578346526		3	

	Olade		to Mineral Deposits Geology						
673	Jan Schwarzbauer and Branimir Jovančić		Introduction to Analytical Methods in Organic Geochemistry (Fundamentals in Organic Geochemistry)	2021				3	
674	Mostafa Mohamed Ali Elbeblawi, Hassan Ali Abdelhak Elsaghier,		Surface Mining Technology (Topics in Mining, Metallurgy and Materials Engineering)	2021		978-3030385941		3	
675	Soumyajit Mukherjee		Atlas of Structural Geology	2020				3	
676	William M. White		Isotope Geochemistry	2023				3	
677	Edward J. Tarbuck, Frederick K. Lutgens, and Dennis G. Tasa		Earth: An Introduction to Physical Geology	2016				1	
678	Stephen Marshak		Essentials of Geology	2022				3	
679	Charles		ISE	2021				3	

	(Carlos) C. Plummer, Diane Carlson		Physical Geology (ISE HED WCB GEOLOGY)						
680	Gary Nichols		Sedimentology and Stratigraphy	2023				3	
681	Maurice E. Tucker, Stuart J. Jones		Sedimentary petrology,	2023		978-1118786499		3	
682	Dexter Perkins, Kevin Henke, et al.		Earth materials components of a diverse planets	2019		978-0367145651		3	
683	H. Robert Burger, Anne F. Sheehan, et al.		Introduction to Applied Geophysics: Exploring the Shallow Subsurface	2023		978-1009433129		3	

Prices inclusive of all applicable taxes and capacity building levy (0.03%)

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

(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 defined by Incoterms	Quantity and physical unit	Unit price CIP [<i>insert place of destination</i>] in accordance with ITT 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination specified in TDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

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

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

(Group C Tenders, Goods already imported)										Date: _____	
Currencies in accordance with ITT 15										ITT No: _____	
										Alternative No: _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item 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) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 148 (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 item if Contract is awarded (in accordance with ITT 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Kenya]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Tender Price	

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

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

4.4 Price and Completion Schedule - Related Services

4.3 Price Schedule: Textbooks Manufactured in Kenya

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

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

Date: _____

ITT No: _____

Alternative No: _____

1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Kenya to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Tender Price						

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

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

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

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

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

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

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

TENDER - SECURING DECLARATIONFORM

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

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

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

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

I/We, the undersigned, declare that:

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

Signed:.....

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

Name:.....

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

Dated on day of, *[Insert date of signing]*

Seal or stamp

8. COPYRIGHT'S AUTHORIZATION FORM

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

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

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

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

To:*[insert name of the Procuring*

Entity] WHERE AS

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

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

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

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

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

PART 2 - SUPPLY REQUIREMENTS

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

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

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

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

1. List of Textbooks and Delivery Schedule

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

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

2. List of Related Services and Completion Schedule

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

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1					
2					
3					
4					
5					



1 TECHNICAL SPECIFICATIONS

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

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

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

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

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

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

Detailed Technical Specifications and Standards [whenever necessary].

[Insert detailed description of TS]

_____”]

2 Inspections and Tests

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

PART 3 – CONTRACT

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments there to or deductions there from, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the text books and reading materials, teacher's material, other production inputs such as paper that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- i) “Related Services” means manuscript, publishing and manufacturing; as well as other related services such as distribution, binding and packing and the services incidental to the supply of the goods, such as insurance, transportation, training and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “The Project Site,” where applicable, means the place named in the SCC, where the goods would be delivered.
- n) “Public Procurement Regulatory Authority (PPRA) shall mean the agency responsible in Kenya for regulating and monitoring the public procurement function.

2. Contract Documents

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

3. Fraud and Corruption

3.1 The Government of Kenya requires compliance with anti-corruption laws and guidelines and its prevailing sanctions policies and procedures as set forth in Laws of Kenya.

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

4 Interpretation

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

4.2 Incoterms

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

4.3 Entire Agreement

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

4.5 Amendment

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

4.6 Non-waiver

- i. Subject to GCC Sub-Clause 4.5 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contractor the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- ii. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.7 Severability

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

5 Language

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

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

6 Joint Venture

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

7 Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8 Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9 Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the Laws of Kenya.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya when:

- a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10 Settlement of Disputes

- 10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2** If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11 Inspections and Audit by the PPRA

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

prohibited practice subject to contract termination.

12 Scope of Supply

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

13 Delivery and Documents

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

14 Supplier's Responsibilities

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

15 Contract Price

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

15.1 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

16 Terms of Payment

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

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

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

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

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

17 Taxes and Duties

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

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

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

18 Performance Security

- 18.1** If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the format stipulated by the Procuring Entity in the **SCC**, or in another format acceptable to the Procuring Entity.
- 18.4** The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19 Copyright

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

20 Confidential Information

- 20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a) the Procuring Entity or Supplier need to share with the PPRA or other Government institutions with interest in Contract;
 - b) now or here after enters the public domain through no fault of that party;
 - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties here to prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21 Subcontracting

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22 Specifications and Standards

- 22.1 Technical Specifications and Drawings:
- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
 - c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23 Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Procuring Entity.

24 Insurance

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

25 Transportation

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

26 Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses

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

- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/ or inspection.
- 26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27 Liquidated Damages

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

28 Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29 Patent Indemnity

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- a) The installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - b) The sale in any country of the products produced by the Goods.
- 29.2 Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 29.3 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.4 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 29.5 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.6 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30 Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- a) The Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and
 - b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

31 Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Tender submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in the place of Kenya where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32 Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33 Change Orders and Contract Amendments

- 33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in anyone or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - b) the method of shipment or packing;
 - c) the place of delivery; and
 - d) the Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. This includes, if specified in the SCC, any variation to the contract resulting from a value engineering proposal agreed between the parties.

34 Extensions of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35 Termination

- 35.1 Termination for Default
- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of

default sent to the Supplier, may terminate the Contract in whole or in part:

- i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - ii. if the Supplier fails to perform any other obligation under the Contract; or
 - iii. if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those un delivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - i. To have any portion completed and delivered at the Contract terms and prices; and/or
 - ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36 Assignment

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

37 Export Restriction

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

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

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

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>Tharaka University</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>[insert date of current edition: Incoterms 2010]</i>
GCC 5.1	The language is: -----
GCC 8.1	For notices , the Procuring Entity’s address shall be: Attention: <i>[insert full name of person, if applicable]</i> Postal address (full postal address) Physical Address (full Location Address- <i>insert city, street name, Building named floor number, room number</i>) Telephone: <i>[include telephone number, including country and city codes]</i> Electronic mail address: <i>[insert e-mail address, if applicable]</i>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>(a) Contract with foreign Supplier:</i> <i>For contracts entered into with foreign suppliers, International commercial arbitration shall be applied. Among the rules to govern the arbitration proceedings, the Procuring Entity may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><i>If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. <i>If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p><i>If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be</i></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><i>If the Procuring Entity chooses the Rules of the London Court of International</i></p>

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

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

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

SECTION VIII - CONTRACT FORMS

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

1 Notification of Intention to Award

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

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

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

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

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

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

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

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

ITT No:.....*[insert ITT reference number from Procurement Plan]*

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

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

i) **The successful Tenderer**

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

ii) **Other Tenderers** [*INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as readout.*]

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

iii) **How to request a debriefing**

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

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

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

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

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

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

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

If your Invitation to a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

iv) How to make a complaint

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

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

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

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

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

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

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

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

In summary, there are four essential requirements:

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

v) Standstill Period

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

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

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

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

On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....**APPLICANT**

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

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

SIGNED

Board Secretary

3 LETTER OF AWARD

[Form head paper of the Procuring Entity]

_____ *[date]*

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

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

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the tendering document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract Agreement

4 CONTRACT AGREEMENT

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

THIS AGREEMENT made the *[insert: number]* day of *[insert: month]*, *[insert: year]*.
BETWEEN

- 1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of Kenya or corporation incorporated under the laws of Kenya]* and having its principal place of business at *[insert address of Procuring Entity]* (herein after called “the Procuring Entity”), of the one part, and
- 2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services

The Procuring Entity and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail overall other contract documents.
 - a) The Form of Acceptance
 - b) The Form of Tender
 - c) Special Conditions of Contract
 - d) General Conditions of Contract
 - e) The Specification (including Schedule of Requirements and Technical Specifications)
 - f) The completed Schedules (including Price Schedules)
 - g) Any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein inconformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity Signed: _____ *[insert signature]*

In the capacity of _____ *[insert title or other appropriate designation]* in the presence of

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

Supplier

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

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

_____ *[insert identification of official witness]*

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

[Guarantor letterhead]

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

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

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

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

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

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

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

6 PERFORMANCE SECURITY [Option2–Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

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

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

or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day ___ of _____ 20 _____.

SIGNED ON _____ on behalf of

By _____ in the capacity of _____ in the presence of

SIGNED ON _____ on behalf of

By _____ in the capacity of _____ in the presence of

7. ADVANCE PAYMENT SECURITY - DEMAND BANK GUARANTEE

[Guarantor Form head or SWIFT identifier code]

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

Date:*[Insert date of issue]*

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of.....*[insert amount in figures]* () *[insert amount in words]* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- a) Has used the advance payment for purposes other than toward delivery of Goods; or
- b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number.....*[insert number]* at.....*[insert name and address of Applicant's bank]*.

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

[signature(s)]

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

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

8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

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

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

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

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

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No-- -- 2. Is this influence or control exercised directly or indirectly? Direct.....
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly---- ----- % of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
					Indirect..... ...
2.	Full Name	Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No-- --
	National identity card number or Passport number				
	Personal Identification Number (where applicable)	Indirectly---- ----- % of shares	Indirectly----- % of voting rights	2. Is this right held directly or indirectly?: Direct..... Indirect.....	2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
3.					
e.t					
.c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

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

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

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

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

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

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

Bidder Official Stamp

