REPUBLIC OF KENYA

BARINGO COUNTY GOVERNMENT

TENDER NAME: SUPPLY OF OFFICE STATIONERY & G.I.S PRINTING MATERIALS.

BARINGO COUNTY

TENDER NO. BRCG/TNR/1117735/2022-2023

-

ISSUED BY:
BARINGO COUNTY GOVERNMENT,
P.O. BOX 53 – 30400,
KABARNET – KENYA.

DECEMBER, 2022.

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INVITATIONTOTENDER

PROCURINGENTITY:.BARINGO COUNTY GOVERNMENT,P.O BOX 53-

30400 KABARNET.

CONTRACTNAMEANDDESCRIPTION:..supplyand delivery of :

1. Office stationery and G.I.S printing materials.

2. Tenderingwillbeconductedunderopencompetitivemethod(National)usingastandardizedtenderdocument.Tende

ringisopentoallqualifiedandinterestedTenderers.

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during officehours (8.00 AM-5.00 PMattheaddressgivenbelow. Supply Chain Management office located at the AFC BUILDING during normal working hours or visit our website at www.baringo.go.ke

4. Tender documents may be obtained electronically from the Websitewww.baringo.go.keTenderdocumentsobtainedelectronicallywillbefreeofcharge.

5. Tenderdocumentsmaybeviewedanddownloadedforfreefromthewebsitewww.baringo.go.keTendererswhodownloadthetenderdocumentmustforwardtheirparticularsimmediatelytoBaringo County Government box 53-30400 Kabarnettofacilitateanyfurtherclarificationoraddendum.

6. TheTenderershallchronologicallyserializeallpagesofthetenderdocumentssubmitted.

7. Completedtendersmustbedeliveredto tender box situated at County Treasury AFC Building Kabarnet

8. Tenderswillbeopenedimmediatelyafterthedeadlinedateandtimespecifiedaboveoranydeadlinedateandtimespecifiedlater.Tenderswillbepubliclyopenedinthepresenceoftheenderers'designatedrepresentativeswhochoosetoattendattheaddressbelow.

9. Latetenderswillberejected.

10. Theaddressesreferredtoaboveare:

A.Addressforobtainingfurtherinformationandforpurchasingtenderdocuments

1) NameofProcuringEntity: Baringo County Government

2) PostalAddress box 53-30400 Kabarnet

B. AddressforSubmissionofTenders.

1) Director, Supply Chain Management

Baringo County Government,

P.O Box 53-30400,

Kabarnet

C. PHYSICAL ADRESS:PHYSICAL ADRESS:Supply Chain Management office located at the AFC BUILDINGKabarnet Town during normal working hours or visit our website at www.baringo.go.ke

D. .AddressforOpeningofTenders.

1) Opening of tenders shall be done online

[AuthorizedOfficial(name,designation,Signatureanddate)]

Name _____

(*OfficialoftheProcuringEntityissuingtheinvitation)*

Designation

_____

Signature

_____

Date_____

PART1-TENDERINGPROCEDURES

SECTIONI:INSTRUCTIONSTOTENDERERS

A GeneralProvisions

1. ScopeofTender

1.1 TheProcuringEntityasdefinedintheTDSinvitestendersforsupplyofgoodsand,ifapplicable,anyRelatedServicesincidentalthereto,asspecifiedinSectionV,SupplyRequirements.Thename,identification,andnumberoflots(contracts)ofthisTenderDocumentarespecifiedintheTDS.

1.2 Throughoutthistenderingdocument:

a) theterm“inwriting”meanscommunicatedinwrittenform(e.g.bymail,e-mail,fax,includingifspecifiedintheTDS,distributedorreceivedthroughtheelectronic-procurementsystemusedbytheProcuringEntity)withproofofreceipt;

b) ifthecontextsorequires,“singular”means“plural”andviceversa;

c) “Day”meanscalendarday,unlessotherwisespecifiedas“BusinessDay”.ABusinessDayisanydaythatisanofficialworkingdayoftheProcuringEntity.Itexcludesofficialpublicholidays.

2. FraudandCorruption

2.1 TheProcuringEntityrequirescompliancewiththeprovisionsofthePublicProcurementandAssetDisposalAct,2015,Section62“Declarationnottoengageincorruption”.Thetendersubmittedbyapersonshallincludeadeclarationthatthepersonshallnotengageinanycorruptorfraudulentpracticeandadeclarationthatthepersonorhisorhersub-contractorsarenotdebarredfromparticipatinginpublicprocurementproceedings.

2.2 TheProcuringEntityrequirescompliancewiththeprovisionsoftheCompetitionAct2010,regardingcollusivepracticesincontracting.Anytendererfoundtohaveengagedincollusiveconductshallbedisqualifiedandcriminaland/orcivilsanctionsmaybeimposed.Tothiseffect,Tendersshallberequiredtocompleteandsignthe“CertificateofIndependentTenderDetermination”annexedtotheFormofTender.

2.3 UnfairCompetitiveAdvantage-Fairnessandtransparencyinthetenderprocessrequirethatthefirmsortheir Affiliatescompetingforaspecificassignmentdonotderiveacompetitiveadvantagefromhavingprovidedconsultingservicesrelatedtothistender.Tothatend,theProcuringEntityshallindicateinthe**DataSheet**andmakeavailabletoallthefirmstogetherwiththistenderdocumentallinformationthatwouldinthatrespectgivesuchfirmanyunfaircompetitiveadvantageovercompetingfirms.

3. EligibleTenderers

3.1 ATenderermaybeafirmthatisaprivateentity,anindividual,astate-ownedenterpriseorinstitutionsubjecttoITT3.7,oranycombinationofsuchentitiesintheformofajointventure(JV)underanexistingagreementorwiththeintenttoenterintosuchanagreementsupportedbyaletterofintent.Publicemployeesandtheircloserelatives*(spouses,children,brothers,sistersandunclesandaunts)*arenoteligibletoparticipateinthetender.

Inthecaseofajointventure,allmembersshallbejointlyandseverallyliablefortheexecutionoftheentireContractinaccordancewiththeContractterms.TheJVshallnominateaRepresentativewhoshallhavetheauthoritytoconductallbusinessforandonbehalfofanyandallthemembersoftheJVduringtheTenderingprocessand,intheeventtheJVisawardedtheContract,duringcontractexecution.ThemaximumnumberofJVmembersshallbespecifiedinthe**TDS.**

3.2 PublicOfficersoftheProcuringEntity,theirSpouses,Child,Parent,BrothersorSister.Child,Parent,BrotherorSisterofaSpousetheirbusinessassociatesoragentsandfirms/organizationsinwhichtheyhaveasubstantialorcontrollinginterestshallnotbeeligibletotenderorbeawardedacontract.PublicOfficersarealsonotallowedtoparticipateinanyprocurementproceedings.

3.3 ATendershallnothaveaconflictofinterest.AnyTendererfoundtohaveaconflictofinterestshallbedisqualified.ATenderermaybeconsideredtohaveaconflictofinterestforthepurposeofthisTenderingprocess,iftheTenderer:

a) directlyorindirectlycontrols,iscontrolledbyorisundercommoncontrolwithanotherTenderer;or

b) receivesorhasreceivedanydirectorindirectsubsidyfromanotherTenderer;or

c) hasthesame-representativeorownershipasanotherTenderer;or

d) hasarelationshipwithanotherTenderer,directlyorthroughcommonthirdparties,thatputsitinapositiontoinfluencetheTenderofanotherTenderer,orinfluencethedecisionsoftheProcuringEntityregardingthisTenderingprocess;or

e) oranyofitsaffiliatesparticipatedasaconsultantinthepreparationofthedesignortechnicalspecificationsofthegodsthatarethesubjectoftheTender;or

f) oranyofitsaffiliateshasbeenhired(orisproposedtobehired)bytheProcuringEntityorProcuringEntityfortheContractimplementation;or

g) wouldbeprovidinggoods,works,ornon-consultingservicesresultingfromordirectlyrelatedtoconsultingservicesforthepreparationorimplementationoftheprojectspecifiedintheTDSITT1.1thatitprovidedorwereprovidedbyanyaffiliatethatdirectlyorindirectlycontrols,iscontrolledby,orisundercommoncontrolwiththatfirm;orhasaclosebusinessorfamilyrelationshipwithaprofessionalstaffoftheProcuringEntity(oroftheprojectimplementingagency,who:(i)aredirectlyorindirectlyinvolvedinthepreparationofthetenderingdocumentorspecificationsoftheContract,and/ortheTendervaluationprocessofsuchContract;or(ii)wouldbeinvolvedintheimplementationorsupervisionofsuchContractunlesstheconflictstemmingfromsuchrelationshiphasbeenresolvedinamanneracceptabletotheProcuringEntitythroughouttheTenderingprocessandexecutionoftheContract.

3.4 Atendershallnotbeinvolvedincorrupt,coercive,obstructive,collusiveorfraudulentpractice.Atendererthatisproventohavebeeninvolvedinanyofthesepracticesshallbeautomaticallydisqualified.

3.5 AfirmthatisaTenderer(eitherindividuallyorasaJVmember)shallnotsubmitmorethanoneTender,exceptforpermittedalternativeTenders.Thisincludesparticipationasasubcontractor.SuchparticipationshallresultinthedisqualificationofallTendersinwhichthefirmisinvolved.AfirmthatisnotaTendereroraJVmember,mayparticipateasasubcontractorinmorethanoneTender.Membersofajointventuremaynotalsomakeanindividualtender,beasubcontractorinaseparatetenderorbepartofanotherjointventureforthepurposesofthesameTender.

3.6 ATendermayhavethenationalityofanycountry,subjecttotherestrictionspursuanttoITT3.9.ATendershallbedeemedtohavethenationalityofacountryiftheTendererisconstituted,incorporatedorregisteredinandoperatesinconformitywiththeprovisionsofthelawsofthatcountry,asevidencedbyitsarticlesofincorporation(orequivalentdocumentsofconstitutionorassociation)anditsregistrationdocuments,asthecasemaybe.ThiscriterionalsoshallapplytothedeterminationofthenationalityofproposedsubcontractorsorsubconsultantsforanypartoftheContractincludingrelatedServices.

3.7 ATendererthathasbeendebarredbythePPRAfromparticipatinginpublicprocurementshallbeineligibletotenderorbeawardedacontract.Thelistofdebarredfirmsandindividualsisavailablefromthe PPRA's website www.ppra.go.ke

3.8 Tendersthatarestate-ownedenterprisesorinstitutionsmaybeeligibletocompeteandbeawardedaContract(s)onlyiftheyare(i)alegalpublicentityofthestateGovernmentand/orpublicadministration,(ii)financiallyautonomousandnotreceivinganysignificantsubsidiesorbudgetsupportfromanypublicentityorGovernment,and(iii)operatingundercommerciallawandvestedwithlegalrightsandliabilitiessimilartoanycommercialenterprisetoenableitcompetewithfirmsintheprivatesectoronanequalbasis.Publicemployeesandtheircloserelativesarenoteligibletoparticipateinthetender.

3.9 Tendersmaybeineligibleiftheircountriesoforigin(a)asamatteroflaworofficialregulations,Kenyaprohibitscommercialrelationswiththatcountry,or(b)byanactofcompliancewithadecisionoftheUnitedNationsSecurityCouncil takenunderChapterVIIoftheCharteroftheUnitedNations,Kenyaprohibitsanyimportofgoodsorcontractingforsupplyofgoodsorservicesfromthatcountry,oranypaymentstoanycountry,person,orentityinthatcountry.Atendershallprovidesuchdocumentaryevidenceofeligibilitysatisfactorytothe ProcuringEntity,asthe ProcuringEntityshallreasonablyrequest.

3.10 Tendersshallprovidethequalificationinformationstatementthatthetenderer(includingallmembersofajointventureandsubcontractors)isnotassociated,orhavebeenassociatedinthepast,directlyorindirectly,withafirmoranyofitsaffiliateswhichhavebeenengagedbytheProcuringentitytoprovideconsultingservicesforthepreparationofthedesign,specifications,andotherdocumentstobeusedfortheprocurementofthegoodsunderthisInvitationfortenders.

3.11 WherethelawrequirestendererstoberegisteredwithcertainauthoritiesinKenya,suchregistrationrequirementsshallbedefinedinthe**TDS**

3.12 TheCompetitionActofKenyarequiresthatfirmswishingtotenderasJointVentureundertakingswhichmayprevent,distortorlessencompetitioninprovisionofservicesareprohibitedunlesstheyareexemptinaccordancewiththeprovisionsofSection25oftheCompetitionAct,2010.JVswillberequiredtoseekforexemptionfromtheCompetitionAuthority.Exemptionshallnotbeaconditionfortender,butitshallbeaconditionofcontractawardandsignature.AJVtende

rershallbegivenopportunitytoseeksuchexemptionasaconditionofawardandsignatureofcontract.ApplicationforexemptionfromtheCompetitionAuthorityofKenyamaybeaccessedfromthewebsitewww.cak.go.ke.

3.13 AKenyantenderershallprovideevidenceofhavingfulfilledhis/hertaxobligationsbyproducingacurrenttaxclearancecertificateortaxexemptioncertificateissuedbytheKenyaRevenueAuthority.

4. EligibleGoodsandRelatedServices

4.1 AlltheGoodsandRelatedServicestobesuppliedundertheContractshallhavetheiroriginininanycountrythatiseligibleinaccordancewithITT3.9.

4.2 ForpurposesofthisITT,theterm“goods”includescommodities,rawmaterial,machinery,equipment,andindustrialplants;and“relatedservices”includeservicessuchasinsurance,installation,training,andinitialmaintenance.

4.3 Theterm“origin”meansthecountrywherethegoodshavebeenmined,grown,cultivated,produced,manufacturedorprocessed;or,throughmanufacture,processing,orassembly,anothercommerciallyrecognizedarticleresultsthatdifferssubstantiallyinitsbasiccharacteristicsfromitscomponents.

4.4 Aprocuringentityshallensurethattheitemslistedbelowshallbesourcedfromkenyaandthereshallbenosubstitutionsfromforeignsources.Theaffecteditemsare:

a) motorvehicles,plantandequipmentwhichareassembledinKenya;
b) furniture,textile,foodstuffs,oilandgas,informationcommunicationtechnology,steel,cement,leather,agro-processedproducts,sanitaryproducts,andothergoodsmadeinKenya;or
c) goodsmanufactured,mined,extractedorgrowninKenya.

4.5 Anygoods,worksandproductionprocesseswithcharacteristicsthathavebeendeclaredbytherelevantnationalenvironmentalprotectionagencyorbyothercompetentauthorityasharmfultohumanbeingsandtotheenvironmentshallnotbeeligibleforprocurement.

5. SectionsofTenderingDocument

5.1 ThetenderingdocumentconsistofParts1,2,and3,whichincludeallthesectionsindicatedbelow,andshouldbereadinconjunctionwithanyAddendaissuedinaccordancewithITT8.

PART:TenderingProcedures

i) SectionI-InstructionstoTenderers(ITT)
ii) SectionII-TenderingDataSheet(TDS)
iii) SectionIII-EvaluationandQualificationCriteria
iv) SectionIV-TenderingForms

PART2:SupplyRequirements

v) SectionV-ScheduleofRequirements

PART3Contract

vi) SectionVI-GeneralConditionsofContract(GCC)

vii) SectionVII-SpecialConditionsofContract(SCC)

viii) SectionVIII-ContractForms

5.2 ThenoticeofInvitationtoTenderorthenoticetotheprequalifiedTenderersissuedbytheProcuringEntityisnotpartofthetenderingdocument.

5.3 UnlessobtaineddirectlyfromtheProcuringEntity,theProcuringEntityisnotresponsibleforthecompletenessofthedocument,responsestorequestsforclarification,theminutesofthepre-tendermeeting(ifany),oraddendatothetenderingdocumentinaccordancewithITT7.

5.4 TheTendererisexpectedtoexamineallinstructions,forms,terms,andspecificationsinthetenderingdocumentandtofurnishwithitsTenderallinformationordocumentationasisrequiredbythetenderingdocument.

6. ClarificationofTenderingDocument

6.1 ATendererrequiringanyclarificationoftheTenderDocumentshallcontacttheProcuringEntityinwritingattheProcuringEntity'saddressspecifiedinthe**TDS**orraiseitsenquiriesduringthepre-

Tendermeetingifprovidedforinaccordancewith ITT6.4.TheProcuringEntitywillrespondinwritingtoanyrequestforclarification,providedthatsuchrequestisreceivednolaterthantheperiodspecifiedinthe**TDS**priortothedeadlineforsubmissionoftenders.TheProcuringEntityshallforwardcopiesofitsresponsetoalltendererswhohaveacquiredtheTenderdocumentsinaccordancewithITT5.3,includingadescriptionoftheinquirybutwithoutidentifyingitssource.Ifsospecifiedinthe**TDS,**theProcuringEntityshallalsopromptlypublishitsresponseatthewebpageidentifiedinthe**TDS.**ShouldtheclarificationresultinchangestotheessentialelementsoftheTenderDocuments,theProcuringEntityshallamendtheTenderDocumentsfollowingtheprocedureunderITT7.

6.2 TheProcuringEntityshallspecifyinthe**TDS**ifapre-tenderconferencewillbeheld,whenandwhere.TheTenderer'sdesignatedrepresentativeisinvitedtoattendapre-Tendermeeting.Thepurposeofthemeetingwillbetoclarifyissuesandtoanswerquestionsonanymatterthatmaybeaisedatthatstage.

6.3 TheTendererisrequestedtosubmitanyquestionsinwriting,toreachtheProcuringEntitynotlaterthantheperiodspecifiedinthe**TDS**beforethemeeting.

6.4 Minutesofthepre-Tendermeeting,ifapplicable,includingthetextofthequestionsaskedbyTenderersandtheresponsesgiven,together withanyresponsespreparedafterthemeeting,willbetransmittedpromptlytoallTendererswhohaveacquiredtheTenderDocumentsinaccordancewithITT6.3.Minutesshallnotidentifythesourceofthequestionsasked.

6.5 TheProcuringEntityshallalsopromptlypublishanonymized(*nonames*)Minutesofthepre-Tendermeetingatthewebpageidentified**intheTDS**.AnymodificationtotheTenderDocumentsthatmaybecomenecessaryasaresultofthepre-TendermeetingshallbemadebytheProcuringEntityexclusivelythroughtheissueofanAddendumpursuanttoITT7andnotthroughtheminutesofthepre-Tendermeeting.Nonattendanceatthepre-Tendermeetingwillnotbeacausefordisqualificationofa Tenderer.

7. AmendmentofTenderingDocument

7.1 AtanytimepriortothedeadlineforsubmissionofTenders,theProcuringEntitymayamendthetenderingdocumentbyissuingaddenda.

7.2 Anyaddendumissuedshallbepartofthetenderingdocumentandshallbecommunicatedinwritingtoallwhohaveobtainedthetenderdocumentfromthe ProcuringEntityinaccordancewithITT6.3.TheProcuringEntityshallalsopromptlypublishtheaddendumontheProcuringEntity'swebpageinaccordancewithITT7.1.

7.3 TogiveprospectiveTenderersreasonabletimeinwhichtotakeanaddendumintoaccountinpreparingtheirTenders,theProcuringEntitymay,atitsdiscretion,extendthedeadlineforthesubmissionofTenders,pursuanttoITT21.2.

C. Preparation of Tenders

8. Cost of Tendering

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

9. Language of Tender

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

10. Documents Comprising the Tender

10.1 The Tender shall comprise the following:

a) Form of Tender prepared in accordance with ITT 11;

b) Price Schedules: completed in accordance with ITT 11 and ITT 13;

c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;

d) Alternative Tender: if permissible, in accordance with ITT 12;

e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 19.3;

f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;

g) Tenderer Eligibility: documentary evidence in accordance with ITT 16.1 establishing the Tenderer eligibility to tender;

h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;

i) Conformity: documentary evidence in accordance with ITT 15.2 that the Goods and Related Services conform to the tender document; and

j) any other document required in the TDS.

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

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

11. Form of Tender and Price Schedules

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

12. Alternative Tenders

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

13. TenderPricesanddiscounts

13.1 ThepricesquotedbytheTendererintheFormofTenderandinthePrice,Schedulesshallconformtotherequirementsspecifiedbelow.

13.2 Alllots(contracts)anditemsmustbelistedandpricedseparatelyinthePriceSchedules.

13.3 ThepricetobequotedintheFormofTenderinaccordancewithITT10.1shallbethetotalpriceoftheTender,includingadiscountsoffered.

13.4 TheTendershallquoteanydiscountsandindicatethemethodologyfortheirapplicationintheformoftender.Conditionaldiscountswillberejected.

13.5 PricesquotedbytheTendershallbefixedduringtheperformanceoftheContractandnotsubjecttovariationonanyaccount,unlessotherwisespecified**intheTDS.**ATendersubmittedwithanadjustablepricequotationshallbetreatedas non-responsiveandshallberejected,pursuanttoITT28.However,ifinaccordancewith**theTDS**,pricesquotedbytheTendershallbesubjecttoadjustmentduringtheperformanceoftheContract,aTendersubmittedwithafixedpricequotationshallnotberejected,butthepriceadjustmentshallbetreatedaszero.

13.6 IfspecifiedinITT1.1,Tendersarebeinginvitedforindividuallots(contracts)orforanycombinationoflots(packages).Unlessotherwisespecified**intheTDS,**pricesquotedshallcorrespondto100%oftheitemsspecifiedforeachlotandto100%ofthequantitiesspecifiedforeachitemofalot.TendererswishingtoofferdiscountsfortheawardofmorethanoneContractshallspecifyintheirTenderthepricereductionsapplicabletoeachpackage,oralternatively,toindividualContractswithinthepackage.DiscountsshallbesubmittedinaccordancewithITT13.4providedtheTendersforalllots(contracts)areopenedatthesametime.

13.7 ThetermsEXW,CIP,CIF,DDPandothersimilartermsshallbegovernedbytherulesprescribedinthecurrenteditionofIncoterms,publishedbytheInternationalChamberofCommerce.

13.8 PricesshallbequotedasspecifiedineachPriceScheduleincludedinSectionIV,TenderingForms.Thedisaggregationofpricecomponentsisrequiredsolelyforthepurposeoffacilitatingthecomparisonof Tendersbytheprocuring Entity. Thisshallnotinanywaylimittheprocuring Entity'srighttocontractonanyofthetermsoffered.Inquotingprices,theTendershallbefreetousetransportationthroughcarriersregisteredinanyeligiblecountry.Similarly,theTendermayobtaininsuranceservicesfromanyeligiblecountryinaccordancewithITT3.6,EligibleTenders.Pricesshallbeenteredinthefollowingmanner:

a) ForGoodsmanufacturedinKenya:

I) thepriceoftheGoodsquotedEXW(ex-works,ex-factory,exwarehouse,exshowroom,oroff-the-shelf,asapplicable)finaldestinationpointindicatedinthe**TDS**,includingallcustomsdutiesandsalesandothertaxesalreadypaidorpayableonthecomponentsandrawmaterialusedinthemanufactureorassemblyoftheGoods;

ii) anysalestaxandothertaxeswhichwillbepayableinKenyaontheGoodsiftheContractisawardedtotheTenderer;and

iii) thepriceforinlandtransportation,insurance,andotherlocalservicesrequiredtoconveytheGoodstotheirfinaldestinationspecified**intheTDS.**

b) ForGoodsmanufacturedoutsideKenya,tobeimported:

i) thepriceoftheGoods,quotedCIPnamedplaceofdestination,inKenya,asspecified**intheTDS;**

ii) thepriceforinlandtransportation,insurance,andotherlocalservicesrequiredtoconveytheGoodsfromthenamedplaceofdestinationtotheirfinaldestinationspecified**intheTDS;**

c) ForGoodsmanufacturedoutsideKenya,alreadyimported:

i) thepriceoftheGoods,includingtheoriginalimportvalueoftheGoods;plus,anymark-up(orrebate);plus,anyotherrelatedlocalcost,andcustomdutiesandotherimporttaxesalreadypaidortobepaidontheGoodsalreadyimported;

ii) thecustomdutiesandotherimporttaxesalreadypaid(needtobesupportedwithdocumentaryevidence)ortobepaidontheGoodsalreadyimported;

iii) anysalesandothertaxesleviedinKenyawhichwillbepayableontheGoodsiftheContractisawardedtothe Tenderer;and

iv) thepriceforinlandtransportation,insurance,andotherlocalservicesrequiredtoconveytheGoodsfromth enamedplaceofdestinationtotheirfinaldestination(ProjectSite)specified**intheTDS.**

d) forRelatedServices,otherthaninlandtransportationandotherservicesrequiredtoconveytheGoodstotheirfin aldestination,wheneversuchRelatedServicesarespecifiedintheScheduleofRequirements,thepriceofeachit emcomprisingtheRelatedServices(inclusiveofanyapplicabletaxes).

14. CurrenciesofTenderandPayment

14.1 Thecurrency(ies)oftheTender,thecurrency(ies)ofawardandthecurrency(ies)ofcontractpaymentsshallbethesame .

14.2 TheTendershallquoteinKenyashillings.Ifallowedinthe**TDS**,theTenderermayexpresstheTenderpriceinanycur rency,provideditshallusenomorethantwoforeigncurrenciesinadditiontotheKenyaShilling.

14.3 TheratesofexchangetobeusedbytheTendershallbebasedontheexchangeratesprovidedbytheCentralBankofKe nyaonthedate30dayspriortotheactualdateoftenderopening.

15. DocumentsEstablishingtheEligibilityandConformityoftheGoodsandRelatedServices

15.1 ToestablishtheeligibilityoftheGoodsandRelatedServicesinaccordancewithITT15,Tendersshallcompletethec ountryoforigindeclarationsinthePriceScheduleForms,includedinSectionIV,TenderingForms.

15.2 ToestablishtheconformityoftheGoodsandRelatedServicestothetenderingdocument,theTendershallfurnishasp artofitsTenderthedocumentaryevidencethattheGoodsconformtothetechnicalspecificationsandstandardsspecifi edinSectionVII,ScheduleofRequirements.

15.3 Thedocumentaryevidencemaybeintheformofliterature,drawingsordata,andshallconsistofadetailedtembyitem descriptionoftheessentialtechnicalandperformancecharacteristicsoftheGoodsandRelatedServices,demonstrati ngsubstantialresponsivenessoftheGoodsandRelatedServicestothetechnicalspecification,andifapplicable,astate mentofdeviationsandexceptionstotheprovisionsoftheSectionVII,ScheduleofRequirements.

15.4 TheTendershallalsofurnishalistgivingfullparticulars,includingavailablesourcesandcurrentpricesofspareparts ,specialtools,etc.,necessaryfortheproperandcontinuingfunctioningoftheGoodsduringtheperiod**specifiedinthe TDS**followingcommencementoftheuseofthegoodsbytheProcuringEntity.

15.5 Standardsforworkmanship,process,material,andequipment,aswellasreferencestobrandnamesorcataloguenumb ersspecifiedbytheProcuringEntityintheScheduleofRequirements,areintendedtobedescriptiveonlyandnotrestric tive.TheTenderermayofferotherstandardsofquality,brandnames,and/orcataloguenumbers,providedthatitdemo nstrates,totheProcuringEntity'ssatisfaction,thatthesubstitutionsensuresubstantialequivalenceoraresuperiortoth osespecifiedintheSectionVII,ScheduleofRequirements.

16. DocumentsEstablishingtheEligibilityandQualificationsoftheTenderer

16.1 ToestablishTendereereligibilityinaccordancewithITT4,TendersshallcompletetheFormofTender,includedinSe ctionIV,TenderingForms.

16.2 ThedocumentaryevidenceoftheTendererqualificationstoperformtheContractifitsTenderisacceptedshallestablis htotheProcuringEntity'ssatisfaction:

a) that,ifrequired**intheTDS**,aTendererthatdoesnotmanufactureorproducetheGoodsitofferstosupplyshallsub mittheManufacturer'sAuthorizationusingtheformincludedinSectionIV,TenderingFormstodemonstrateth atithasbeendulyauthorizedbythemanufacturerorproduceroftheGoodstosupplytheseGoodsinKenya;

b) that,ifrequired**intheTDS**,incaseofaTenderernotdoingbusinesswithintheKenya,theTendererisorwillbe(ifa wardedtheContract)representedbyanAgentinthecountryequippedandabletocarryouttheSupplier'smainten ance,repairandspareparts-stockingobligationsprescribedintheConditionsofContractand/orTechnicalSpecifications;and

c) thattheTenderermeetseachofthequalificationcriterionspecifiedinSectionIII,EvaluationandQualificationC riteria.

17. PeriodofValidityofTenders

17.1 TendersshallremainvalidfortheTenderValidityperiodspecified**intheTDS**.TheTenderValidityperiodstartsfromth edatefixedfortheTendersubmissiondeadline(asprescribedbytheProcuringEntityinaccordancewithITT21.1).AT endervalidforashorterperiodshallberejectedbytheProcuringEntityasnon-responsive.

17.2 InexceptionalcircumstancesinpriortotheexpirationoftheTendervalidityperiod,theProcuringEntitymayrequestTe ndererstoextendtheperiodofvalidityoftheirTenders.Therequestandtheresponsesshallbemadeinwriting.IfaTend erSecurityisrequestedinaccordancewithITT18,itshallalsobeextendedforacorrespondingperiod.ATenderermayr efusetherequestwithoutforfeitingitsTenderSecurity.ATenderergrantingtherequestshallnotberequiredorpermitt edtomodifyitsTender,exceptasprovidedinITT17.3.

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

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 adjustments shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

18.1 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.**

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

18.3 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

i) cash;

ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

iv) a letter of credit; or

v) guarantee by a deposit taking micro-finance institution, Saccos society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

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

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

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

18.7 TheTenderSecurityofthesuccessfulTenderershallbereturnedaspromptlyaspossibleoncethesuccessfulTendererhassignedtheContractandfurnishedtherequiredPerformanceSecurity.

18.8 TheTenderSecuritymaybeforfeitedortheTenderSecuringDeclarationexecuted:
a) ifaTendererwithdrawsitsTenderduringtheperiodofTendervalidityspecifiedbytheTendererintheFormofTender,oranyextensiontheretoprovidedbytheTenderer;or
b) ifthesuccessfulTendererfailsto:
i) signtheContractinaccordancewithITT45;or
ii) furnishaPerformanceSecurityinaccordancewithITT46.

18.9 Wheretendersecuringdeclarationisexecuted,theProcuringEntityshallrecommendtothePPRAthatPPRAdebarstheTendererfromparticipatinginpublicprocurementasprovidedinthelaw.

18.10 TheTenderSecurityorTender-SecuringDeclarationofaJVmustbeinthenameoftheJVthatsubmitstheTender.IftheJVhasnotbeenlegallyconstitutedintoalegallyenforceableJVatthetimeofTendering,theTenderSecurityorTender-SecuringDeclarationshallbeinthenamesofallfuturemembersasnamedintheletterofintentreferredtoinITT3.1andITT10.2.

18.11 Atenderershallnotissueatendersecuritytoguaranteeitself.

19. FormatandSigningofTender

19.1 TheTenderershallprepareoneoriginalofthedocumentscomprisingtheTenderasdescribedinITT11andclearlymarkit“ORIGINAL.”AlternativeTenders,ifpermittedinaccordancewithITT12,shallbeclearlymarked“ALTERNATIVE.”Inaddition,theTenderershallsubmitcopiesoftheTender,inthenumber**specifiedintheTDS**andclearlymarkthem“COPY.”Intheeventofanydiscrepancybetweentheoriginalandthecopies,theoriginalshallprevail.

19.2 Tendersshallmarkas“CONFIDENTIAL”informationintheirTenderswhichisconfidentialtotheirbusiness.Thismayincludeproprietaryinformation,tradesecrets,orcommercialorfinanciallysensitiveinformation.

19.3 TheoriginalandallcopiesoftheTendershallbetypedorwritteninindelibleinkandshallbesignedbyapersondulyauthorizedtosignonbehalfoftheTenderer.Thisauthorizationshallconsistofawrittenconfirmation**asspecifiedintheTDS**andshallbeattachedtotheTender.Thenameandpositionheldbyeachpersonsigningtheauthorizationmustbetypedorprintedbelowthesignature.AllpagesoftheTenderwhereentriesoramendmentshavebeenmadeshallbesignedorinitialledbythepersonsigningtheTender.

19.4 IncasetheTendererisaJV,theTendershallbesignedbyanauthorizedrepresentativeoftheJVonbehalfoftheJV,andsoastobelegallybindingonallthemembersasevidencedbyapowerofattorneysignedbyeachmembers'legallyauthorizedrepresentatives.

19.5 Anyinter-lineation,erasures,oroverwritingshallbevalidonlyiftheyaresignedorinitialledbythepersonsigningtheTender.

D. SubmissionandOpeningofTenders

20 SealingandMarkingofTenders

20.1 Dependingonthesizesorquantitiesorweightofthetenderdocuments,atenderermayuseanenvelope,packageorcontainer.TheTendershalldelivertheTenderinasinglesealedenvelope,orinasinglesealedpackage,orinasinglesealedcontainerbearingthenameandReferencenumberoftheTender,addressedtotheProcuringEntityandawarningnottoopenbeforethetimeanddateforTenderopeningdate.Withinthesingleenvelope,packageorcontainer,theTendershallplacethefollowingseparate,sealedenvelopes:
a) inanenvelopeorpackageorcontainermarked“ORIGINAL”,alldocumentscomprisingtheTender,asdescribedinITT11;and
b) inanenvelopeorpackageorcontainermarked“COPIES”,allrequiredcopiesoftheTender;and
c) ifalternativeTendersarepermittedinaccordancewithITT12,andifrelevant:
i) inanenvelopeorpackageorcontainermarked“ORIGINAL–ALTERNATIVETENDER”,thealternativeTender;and
ii) intheenvelopeorpackageorcontainermarked“COPIES-ALTERNATIVETENDER”,allrequiredcopiesofthealternativeTender.

20.2 Theinnerenvelopesorpackagesorcontainersshall:
a) bearthenameandaddressoftheProcuringEntity.
b) bearthenameandaddressoftheTenderer;and
c) bearthenameandReferencenumberoftheTender.

20.3 Whereatenderpackageorcontainercannotfitinthetenderbox,theprocuringentityshall:
a) SpecifyintheTDSwheresuchdocumentsshouldbereceived.
b) maintainarecordoftendersreceivedandissueacknowledgementreceiptnotetoeachtendererspecifyingtimeanddateofreceipt.
c) Ensurealltendersreceivedarehandedovertothetenderopeningcommitteeforopeningatthespecifiedopening placeandtime.

20.4 Ifanenvelopeorpackageorcontainerisnotsealedandmarkedasrequired,the*ProcuringEntity*willassumenoresponsibilityforthemisplacementorprematureopeningoftheTender.Tendersmisplacedoropenedprematurelywillnotbeaccepted.

21. DeadlineforSubmissionofTenders

21.1 TendersmustbereceivedbytheProcuringEntityattheaddressandnolaterthanthedateandtimespecified**intheTDS.** WhensospecifiedintheTDS,TendererssshallhavetheoptionofsubmittingtheirTenderselectronically.TendererssubmittingTenderselectronicallyshallfollowtheelectronicTendersubmissionprocedures**specifiedintheTDS**.

21.2 TheProcuringEntitymay,atitsdiscretion,extendthedeadlineforthesubmissionofTendersbyamendingthetenderingdocumentinaccordancewithITT7,inwhichcaseallrightsandobligationsoftheProcuringEntityandTendererspreviouslysubjecttothedeadlineshallthereafterbesubjecttothedeadlineasextended.

22. LateTenders

22.1 TheProcuringEntityshallnotconsideranyTenderthatarrivesafterthedeadlineforsubmissionofTenders.AnyTenderreceivedbytheProcuringEntityafterthedeadlineforsubmissionofTendersshallbedeclaredlate,rejected,andreturnedunopenedtotheTenderer.

23. Withdrawal,Substitution,andModificationofTenders

23.1 ATenderermaywithdraw,substitute,ormodifyitsTenderafterithasbeensubmittedbysendingawrittennotice,dulysignedbyanauthorizedrepresentative,andshallincludeacopyoftheauthorization(thepowerofattorney)inaccordancewithITT19.3,(exceptthatwithdrawalnoticesdonotrequirecopies).ThecorrespondingsubstitutionormodificationoftheTendermustaccompanytherespectivewrittennotice.Allnoticesmustbe:
a) preparedandsubmittedinaccordancewithITT20and21(exceptthatwithdrawalnoticesdonotrequirecopies), andinaddition,therespectiveenvelopesshallbeclearlymarked“WITHDRAWAL,”“SUBSTITUTION,”or“ MODIFICATION;”and
b) receivedbytheProcuringEntitypriortothedeadlineprescribedforsubmissionofTenders,inaccordancewithITT22.

23.3 TendersrequestedtobewithdrawninaccordancewithITT23.1shallbereturnedunopenedtotheTenderers.

23.4 NoTendermaybewithdrawn,substituted,ormodifiedintheintervalbetweenthedeadlineforsubmissionofTendersandtheexpirationoftheperiodofTendervalidityspecifiedbytheTendererontheFormofTenderoranyextensionthereof.

24. TenderOpening

24.1 ExceptasinthecasesspecifiedinITT23,theProcuringEntityshall,attheTenderopening,publiclyopenandreadoutallTendersreceivedbythedeadlineatthedate,timeandplacespecified**intheTDS**inthepresenceofTenderers'designatedrepresentativeswhochoosetoattend,includingtoattendanyspecificelectronictenderopeningproceduresifelectronictenderingispermittedinaccordancewithITT21.1,shallbeasspecified**intheTDS.**

24.2 First,envelopesmarked“WITHDRAWAL”shallbeopenedandreadoutandtheenvelopewiththecorrespondingTendershallnotbeopened,butreturnedtotheTenderer.Ifthewithdrawalenvelopedoesnotcontainacopyofthe“powerofattorney”confirmingthesignatureasapersondulyauthorizedtosignonbehalfoftheTenderer,thecorrespondingTenderwillbeopened.NoTenderwithdrawalshallbepermittedunlessthecorrespondingwithdrawalnoticecontainsavalidauthorizationtorequestthewithdrawalandisreadoutatTenderopening.

24.3 Next,envelopesmarked“SUBSTITUTION”shallbeopenedandreadoutandexchangedwiththecorrespondingTenderbeingsubstituted,andthesubstitutedTendershallnotbeopened,butreturnedtotheTenderer.NoTendersubstitutionshallbepermittedunlessthecorrespondingsubstitutionnoticecontainsavalidauthorizationtorequestthesubstitutionandisreadoutatTenderopening.

24.4 Next,envelopesmarked“MODIFICATION”shallbeopenedandreadoutwiththecorrespondingTender.NoTendermodificationshallbepermittedunlessthecorrespondingmodificationnoticecontainsavalidauthorizationtorequestthemodificationandisreadoutatTenderopening.

24.5 Next,allremainingenvelopesshallbeopenedoneatatime,readingout:thenameoftheTendererandwhetherthereisamodification;thetotalTenderPrices,perlot(contract)ifapplicable,includinganydiscountsandalternativeTenders;thepresenceorabsenceofaTenderSecurity,ifrequired;andanyotherdetailsastheProcuringEntitymayconsiderappropriate.

24.6 OnlyTenders,alternativeTendersanddiscountsthatareopenedandreadoutatTenderopeningshallbeconsideredfurtherforevaluation.TheFormofTenderandpagesoftheBillsofQuantitiesaretobeinitialedbythemembersofthetenderopeningcommitteeattendingtheopening.ThenumberofrepresentativesoftheProcuringEntitytosignshallbespecifiedinthe**TDS.**

24.7 TheProcuringEntityshallneitherdiscussthemeritsofanyTendernorrejectanyTender(exceptforlateTenders,inaccordancewithITT22.1).

24.8 TheProcuringEntityshallpreparearecordoftheTenderopeningthatshallinclude,asaminimum:
a) thenameoftheTendererandwhetherthereisawithdrawal,substitution,ormodification;
b) theTenderPrice,perlot(contract)ifapplicable,includinganydiscounts;
c) anyalternativeTenders;
d) thepresenceorabsenceofaTenderSecurityorTender-SecuringDeclaration,ifonewasrequired;
e) numberofpagesofeachtenderdocumentsubmitted.

24.9 TheTenderers'representativeswhoarepresentshallberequestedtosigntherecord.TheomissionofaTendersignatureontherecordshallnotinvalidatethecontentsandeffectoftherecord.AcopyofthetenderopeningregistershallbeissuedtoaTendereruponrequest.

E. EvaluationandComparisonofTenders

25. Confidentiality

25.1 InformationrelatingtotheevaluationofTendersandrecommendationofcontractaward,shallnotbedisclosedtoTenderersoranyotherpersonsnotofficiallyconcernedwiththetenderingprocessuntiltheinformationonIntentiontoAwardtheContractistransmittedtoallTenderersinaccordancewithITT41.

25.2 AnyeffortbyaTendertoinfluencetheProcuringEntityintheevaluationorcontractawarddecisionsmayresultintherejectionofitsTender.

25.3 NotwithstandingITT25.2,fromthetimeofTenderopeningtothetimeofContractAward,ifanyTendererwishestocontacttheProcuringEntityonanymatterrelatedtotheTenderingprocess,itshoulddosoinwriting.

26. ClarificationofTenders

26.1 ToassistintheexaminationevaluationcomparisonoftheTenderersandqualificationoftheTenderersthe Procuring Entity may at its discretion ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No

change,includinganyvoluntaryincreaseordecrease,inthepricesorsubstanceoftheTendershallbesought,offered,or permittedexcepttoconfirmthecorrectionofarithmeticerrorsdiscoveredbytheProcuringEntityintheEvaluationoft heTenders,inaccordancewithITT30.

IfaTendererdoesnotprovideclarificationsofitsTenderbythedateandtimesetintheProcuringEntity'srequestforclari fication,itsTendermayberejected.

27. Deviations,Reservations,andOmissions

27.1 DuringtheevaluationofTenders,thefollowingdefinitionsapply:

a) "Deviation"isadeparturefromherequirementsspecifiedintheTenderingdocument;

b) "Reservation"isthesettingoflimitingconditionsorwithholdingfromcompleteacceptanceoftherequirement sspecifiedinthetenderingdocument;and

c) "Omission"isthefailuretosubmitpartoralloftheinformationordocumentationrequiredinthetenderingdocu ment.

28. DeterminationofResponsiveness

28.1 TheProcuringEntity'sdeterminationofaTender'sresponsivenessistobebasedonthecontentsoftheTenderitself,asd efinedinITT28.2.

28. AsubstantiallyresponsiveTenderisonethatmeetstherequirementsofthetenderingdocumentwithoutmaterialdevia tion,reservation,oromission.Amaterialdeviation,reservation,oromissionisonethat:

a) ifaccepted,would:

i) affectinanysubstantialwaythescope,quality,orperformanceoftheGoodsandRelatedServicesspecifiedi ntheContract;or

ii) limitinanysubstantialway,inconsistentwiththetenderingdocument,theProcuringEntity'srightsortheT endererobligationsundertheContract;or

b) ifrectified,wouldunfairlyaffectthecompetitivepositionofotherTendererspresentingsubstantiallyresponsiv eTenders.

28.2 TheProcuringEntityshallexaminethetechnicalaspectsoftheTendersubmittedinaccordancewithITT15andITT16, inparticular,toconfirmthatallrequirementsofSectionVII,ScheduleofRequirementshavebeenmetwithoutanymat erialdeviationorreservation,oromission.

28.3 IfaTenderisnotsubstantiallyresponsivetotherequirementsoftenderingdocument,itshallberejectedbytheProcurin gEntityandmaynotsubsequentlybemaderesponsivebycorrectionofthematerialdeviation,reservation,oromission.

29. Non-conformities,ErrorsandOmissions

29.1 ProvidedthataTenderissubstantiallyresponsive,theProcuringEntitymaywaiveanynon-conformitiesintheTender.

29.2 ProvidedthataTenderissubstantiallyresponsive,theProcuringEntitymayrequestthattheTenderersubmitthenecess aryinformationordocumentation,withinareasonableperiodoftime,torectifynonmaterialnon-conformitiesoromissionsintheTenderrelatedtodocumentationrequirements.Suchomissionshallnotberelatedtoan yaspectofthepriceoftheTender.FailureoftheTenderertocomplywiththerequestmayresultintherejectionofitsTend er.

29.3 ProvidedthataTenderissubstantiallyresponsive,theProcuringEntityshallrectifyquantifiablenonmaterialnon-conformitiesrelatedtotheTenderPrice.Tothiseffect,theTenderPriceshallbeadjusted,forcomparisonpurposesonly, toreflectthepriceofamissingornon-conformingitemorcomponentinthemannerspecified**intheTDS**.Theadjustmentshallbebasedonthe***average***priceo ftheitemorcomponentasquotedinothersubstantiallyresponsiveTenders.IfthepriceoftheitemorcomponentcannotbederivedfromthepriceofothersubstantiallyresponsiveTenders,theProcuringEntityshalluseitsbestestimate.

30. ArithmeticalErrors

30.1 Thetendersumassubmittedandreadoutduringthetenderopeningshallbeabsoluteandfinalandshallnotbethesubject ofcorrection,adjustmentoramendmentinanywaybyanypersonorentity.

30.2 ProvidedthattheTenderissubstantiallyresponsive,theProcuringEntityshallhandleerrorsonthefollowingbasis:

a) Anyerrordetectedifconsideredamajordeviationthataffectsthesubstanceofthetender,shallleadtodisqualific ationofthetenderasnon-responsive.

b) Anyerrorsinthesubmittedtenderarisingfromamiscalculationofunitprice,quantity,subtotalandtotalbidprice shallbeconsideredasamajordeviationthataffectsthesubstanceofthetenderandshallleadtodisqualificationof thetenderasnon-responsive.and

c) ifthereisadiscrepancybetweenwordsandfigures,theamountinwordsshallprevail.

30.2Tendererssshallbenotifiedofanyerrordetectedintheirbidduringthenotificationofaward.

31. ConversiontoSingleCurrency

31.1 Forevaluationandcomparisonpurposes,thecurrency(ies)oftheTendershallbeconvertedinasinglecurrencyasspeci fied**intheTDS.**

32. MarginofPreferenceandReservations

32.1 Amarginofpreferencemaybeallowedonlocallymanufacturedgoodsonlywhenthecontractisopentointernationalte ndering,wherethetenderislikelytoattractforeigngoodsandwherethecontractexceedsthethresholdspecifiedinthe Regulations.

32.2 Forpurposesofgrantingamarginofpreferenceonlocallymanufacturedgoodsunderinternationalcompetitivetender ing,aprocuringentityshallnotsubjecttheitemslistedbelowtointernationaltenderandhencenomarginofpreferences hallbeallowed.Theaffecteditemsare:

a) motorvehicles,plantandequipmentwhichareassembledinKenya;

b) furniture,textile,foodstuffs,oilandgas,informationcommunicationtechnology,steel,cement,leatheragro-processing,sanitaryproducts,andothergoodsmadeinKenya;or

c) goodsmanufactured,mined,extractedorgrowninKenya.

32.3 AmarginofpreferenceshallnotbeallowedunlessitisspecifiedsointheTDS.

32.4 Contractsprocuredonbasisofinternationalcompetitivetenderingshallnotbesubjecttoreservationstospecificgroup ssasprovidedinITT32.5.

32.5 Whereitisintendedtoreserveacontracttoaspecificgroupofbusinesses(thesegroupsareSmallandMediumEnterpris es,WomenEnterprises,YouthEnterprisesandEnterprisesofpersonslivingwithdisability,asthecasemaybe),andwh oareappropriatelyregisteredassuchbytheauthoritytobespecifiedintheTDS,aprocuringentityshallensurethatthein vitationtotenderspecificallyindicatesthatonlybusinessesorfirmsbelongingtothespecifiedgroupareeligibletotend erasspecifiedintheTDS.Notendershallbereservedtomorethanonegroup.IfnotsostatedintheTenderdocuments,th einvitationtotenderwillbeopentoallinterestedtenderers.

33. EvaluationofTenders

33.1 TheProcuringEntityshallusethecriteriaandmethodologieslistedinthisITTandSectionIII,EvaluationandQualific ationcriteria.Nootherevaluationcriteriaormethodologiesshallbepermitted.Byapplyingthecriteriaandmethodolo gies,theProcuringEntityshalldeterminetheLowestEvaluatedTender.ThisistheTenderoftheTendererthatmeetsthe qualificationcriteriaandwhoseTenderhasbeendeterminedtobe:

a) substantiallyresponsivetothetenderdocuments;and

b) thelowestevaluatedprice.

33.2 Priceevaluationwillbedoneforitemsorlots(contracts),asspecified**intheTDS;**andtheTenderPriceasquotedinaccordancewithITT14.ToevaluateaTender,theProcuringEntityshallconsiderthefollowing:

a) priceadjustmentduetounconditionaldiscountsofferedinaccordancewithITT13.4;
b) convertingtheamountresultingfromapplying(a)and(b)above,ifrelevant,toasinglecurrencyinaccordancewithITT31;
c) priceadjustmentduetoquantifiablenonmaterialnon-conformitiesinaccordancewithITT29.3;and
d) anyadditionalevaluationfactorsspecified**intheTDS**andSectionIII,EvaluationandQualificationCriteria.

33.3 TheestimatedeffectofthepriceadjustmentprovisionsoftheConditionsofContract,appliedovertheperiodofexecutionoftheContract,shallnotbeconsideredinTenderevaluation.

33.4 WherethetenderinvolvesmultiplelotsorcontractsthetendererwillbeallowedtotenderforoneormorelotsTenderersbasedonelot(contract)orbasedonacombinationoflots(contracts),willbespecifiedinSectionIII,EvaluationandQualificationCriteria.Inthecaseofmultiplelotsorcontracts,tendererwillbewillberequiredtopreparetheEligibilityandQualificationCriteriaFormforeachLot.

33.5 TheProcuringEntity'sevaluationofaTenderwillincludeandconsider:

a) inthecaseofGoodsmanufacturedinKenya,salesandothersimilartaxes,whichwillbepayableonthegoodsifacontractisawardedtotheTenderer;
b) inthecaseofGoodsmanufacturedoutsideKenya,alreadyimportedortobeimported,customsdutiesandotherimporttaxesleviedontheimportedGood,salesandothersimilartaxes,whichwillbepayableontheGoodsifthecontractisawardedtotheTenderer;

33.6 TheProcuringEntity'sevaluationofaTendermayrequirethecondsofotherfactors,inadditiontotheTenderPricequotedinaccordancewithITT14.Thesefactorsmayberelatedtothecharacteristics,performance,andtermsandconditionsofpurchaseoftheGoodsandRelatedServices.Theeffectofthefactorsselected,ifany,shallbeexpressedinmonetarytermstofacilitatecomparisonofTenders,unlessotherwisespecifiedinthe**TDS**fromamongstthosesetoutinSectionIII,EvaluationandQualificationCriteria.Theadditionalcriteriaandmethodologiestobeusedshallbeasspecifiedin ITT33.2(d).

34. ComparisonofTenders

34.1 TheProcuringEntityshallcomparetheevaluatedcostsofallsubstantiallyresponsiveTendersestablishedinaccordancewithITT33.2todeterminetheTenderthathasthelowestevaluatedcost.Thecomparisonshallbeonthebasisoftotalcost(placeoffinaldestination)pricesforallgoodsandallprices,pluscostofinlandtransportationandinsurancetoplaceofdestination,forgoodsmanufacturedwithintheKenya,togetherwithpricesforanyrequiredinstallation,training,commissioningandotherservices.

35. AbnormallyLowTenders

35.1 AnAbnormallyLowTenderisonewheretheTenderprice,incombinationwithotherconstituentelementsoftheTender,appearsunreasonablylowtotheextentthattheTenderpriceraisesmaterialconcernswiththeProcuringEntityastothecapabilityoftheTendererto performtheContractfortheofferedTenderprice.

35.2 IntheeventofidentificationofapotentiallyAbnormallyLowTenderbytheevaluationcommittee,theProcuringEntityshallseekwrittenclarificationfromtheTenderer,includingadetailedpriceanalysesofitsTenderpriceinrelationtothesubjectmatterofthecontract,scope,deliveryschedule,allocationofrisksandresponsibilitiesandanyotherrequirementsofthetenderingdocument.

35.3 Afterevaluationofthepriceanalysis,intheeventthattheProcuringEntitydeterminesthattheTendererhasfailedtodemonstrateitscapabilitytoperformthecontractfortheofferedTenderprice,theProcuringEntityshallrejectTheTender.

36. AbnormallyHighTenders

36.4 Anabnormallyhighpriceisonewherethetenderprice,incombinationwithotherconstituentelementsofthe

Tender,appearsunreasonablytoohightotheextentthattheProcuringEntityisconcernedthatit(theProcuringEntity) maynotbegettingvalueformoneyoritmaybepayingtoohighapriceforthecontractcomparedwithmarketpricesorth atgenuinecompetitionbetweenTenderersiscompromised.

36.5 Incaseofanabnormallyhightenderprice,theProcuringEntityshallmakeasurveyofthemarketprices,checkiftheesti matedcostofthecontractiscorrectandreviewtheTenderDocumentstocheckifthespecifications,scopeofworkandc onditionsofcontractarecontributorytotheabnormallyhightenders.TheProcuringEntitymayalsoseekwrittenclari ficationfromthetendererontherreasonforthehightenderprice.TheProcuringEntityshallproceedasfollows:

i) Ifthetenderpriceisabnormallyhighbasedonwrongestimatedcostofthecontract,theProcuringEntitymayacce ptornotacceptthetenderdependingontheProcuringEntity'sbudgetconsiderations.

ii) Ifspecifications,scopeofworkand/orconditionsofcontractarecontributorytotheabnormallyhightenderprice s,theProcuringEntityshallrejectalltendersandmayretenderforthecontractbasedonrevisedestimates,specifi cations,scopeofworkandconditionsofcontract,asthecasemaybe.

36.6 IftheProcuringEntitydeterminesthattheTenderPriceisabnormallytoohighbecausegenuinecompetitionbetweent enderersiscompromised(*oftenduetocollusion,corruptionorothermanipulations*),theProcuringEntityshallreject allTendersandshallinstituteorcauserelevantGovernmentAgenciestoinstituteaninvestigationonthecauseoftheco mpromise,beforeretendering.

37. PostQualificationoftheTenderer

37.1 TheProcuringEntityshalldetermine,toitssatisfaction,whethertheeligibleTendererthatisselectedashavingsubmitt edthelowestevaluatedcostandsubstantiallyresponsiveTender,meetsthequalifyingcriteriaspecifiedinSectionIII, EvaluationandQualificationCriteria.

37.2 Thedeterminationshallbebaseduponanexaminationofthedocumentaryevidenceofthequalificationssub mittedbytheTenderer,pursuanttoITT15and16.Thedeterminationshallnottakeintoconsiderationthequalifications ofotherfirmssuchastheTenderersubsidiaries,parententities,affiliates,subcontractors(otherthanspecializedsubco ntractorsifpermittedinthetenderingdocument),oranyotherfirm(s)differentfromtheTenderer.

37.3 AnaffirmativedeterminationshallbeaprerequisiteforawardoftheContracttotheTenderer.Anegativedeterminatio nshallresultindisqualificationoftheTender,inwhicheventtheProcuringEntityshallproceedtotheTendererwhooffe rsasubstantiallyresponsiveTenderwiththenextlowestevaluatedcosttomakeasimilardeterminationofthatTendere rqualificationstoperformsatisfactorily.

38. LowestEvaluatedTender

38.1 HavingcomparedtheevaluatedpricesofTenders,theProcuringEntityshalldeterminetheLowestEvaluatedTender. TheLowestEvaluatedTenderistheTenderoftheTendererthatmeetstheQualificationCriteriaandwhoseTenderhasb eendeterminedtobe:

a) MostresponsivetotheTenderdocument;and

b) thelowestevaluatedprice.

39. ProcuringEntity'sRighttoAcceptAnyTender,andtoRejectAnyorAllTenders.

39.1 TheProcuringEntityreservestherighttoacceptorrejectanyTender,andtoannultheTenderingprocessandrejectallT endersatanytimepriortonotificationAward,withouttherebyincurringanyliabilitytoTenderers.Incaseofannulmen t,allTendersshallbenotifiedwithreasonsandallTenderssubmittedandspecifically,tendersecurities,shallbeprom ptlyreturnedtotheTenderers.

F. AwardofContract

40. AwardCriteria

TheProcuringEntityshallawardtheContracttothesuccessfultendererwhosetenderhasbeendeterminedtobethe**Lo westEvaluatedTender**inaccordancewithproceduresinSection3:EvaluationandQualificationCriteria.

41. Notice of Intention to enter into a Contract

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

a) the name and address of the Tenderer submitting the successful tender;

b) the Contract price of the successful tender;

c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;

d) the expiry date of the Standstill Period; and

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

42. Standstill Period

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

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

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 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

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

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

46.2 FailureofthesuccessfulTenderertosubmittheabove-mentionedPerformanceSecurityorsigntheContractshallconstitutesufficientgroundsfortheannulmentoftheawardandforfeitureoftheTenderSecurity.InthateventtheProcuringEntitymayawardtheContracttotheTendererofferingthenextlowestEvaluatedTender.

46.3 Performancesecurityshallnotberequiredforacontract,ifsospecifiedintheTDS.

47. PublicationofProcurementContract

Withinfourteendaysaftersigningthecontract,theProcuringEntityshallpublishandpublicizetheawardedcontractatitsnoticeboards,entitywebsite;andontheWebsiteoftheAuthorityinmannerandformatprescribedbytheAuthority. Attheminimum,thenoticeshallcontainthefollowinginformation:

a) nameandaddressoftheProcuringEntity;

b) nameandreferencenumberofthecontractbeingawarded,asummaryofitsscopeandtheselectionmethodused;

c) thenameofthesuccessfulTenderer,thefinaltotalcontractprice,thecontractduration.

d) datesofsignature,commencementandcompletionofcontract;

e) namesofallTendersthatsubmittedTenders,andtheirTenderpricesasreadoutatTenderopening;

48. ProcurementRelatedComplaint

TheproceduresformakingaProcurement-relatedComplaintareasspecifiedintheTDS.

SECTIONII–TENDERDATASHEET(TDS)

Thefollowingspecificdatashallcomplement,supplement,oramendtheprovisionsintheInstructionstoTenderers(ITT).Whenevertherеisaconflict,theprovisionshereinshallprevailoverthoseinITT.

ITT Reference	A. General
ITT 1.1	The reference number of the Invitation for Tenders is:***[insert reference number of the Request for Tenders]***_____ The Procuring Entity is: ***[insert name of the Procuring Entity]***_____ The name of the Contract is: ***[insert name of the ITT]***_____ The number and identification of lots (contracts)comprising this Invitation for Tenders is: **[*insert number and identification of lots (contracts)]***_____
ITT 1.2(a)	*[delete if not applicable]* **Electronic –Procurement System** The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: ***[insert name of the e-system and full address or link]*** The electronic-procurement system shall be used to manage the following aspects of the Tendering process: ***[list aspects here and modify the relevant parts of the TDS accordingly e.g., issuing Tendering document, submissions of Tenders, opening of Tenders]***
ITT 2.3	The Information made available on competing firms is as follows: _____ _____
ITT 2.4	The firms that provided consulting services for the contract being tendered for are:
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: ***[insert a number]***
ITT3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be to be registered with ----------
	B. Contents of Tendering Document
ITT 6.1	(a) Address where to send enquiries is _____(*provide postal and email addresses)* to reach the Procuring Entity not later than_____(*specify date and time*). (b) The Procuring Entity publish its response at the website _____
ITT 6.2	A pre-tender conference will **be held/not be held** (*select one*) on _____ (*specify date and time*) at _____ (*specify city, street, building, floor and room)*
ITT 6.3	The questions to reach the Procuring Entity not later than _____ (*specify date and time*).
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the at the website _____.
	C. Preparation of Tenders
ITT 13.5	The prices quoted by the Tenderer **[insert "shall "or "shall not"]** _____be subject to adjustment during the performance of the Contract.
ITT 13.6	Prices quoted for each lot (contract) shall correspond at least **to *[insert figure]*** percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to ***[insert figure]***percent of the quantities specified for this item of a lot.

ITT 13.8 (a) (i) and (iii)	Place of final destination: ***[insert named place of destination]***
ITT 13.8 (a) (iii)	Final Destination (Project Site): [*insert final destination/project site, if different from named place of destination*]
ITT 13.8 (b) (i)	Named place of destination, in Kenya is _____
ITT 13.8 (b) (ii)	The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is _____
13.8 (c) (iv)	The place of final destination (Project Site) is _____**.**
ITT 14.2	Foreign currency requirements **allowed/not allowed.**
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***[insert duration]***
ITT 16.2 (a)	Manufacturer's authorization is: ***[insert "required" or "not required"]***
ITT 16.2 (b)	After sales service is: ***[insert "required" or "not required"]***
ITT 17.1	The Tender validity period shall be ***[insert a number of days that is a multiple of seven counting as of the deadline for Tender submission]*** days.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be _____days. (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By _____% of t*he local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and* *(ii) By_____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.*
ITT 18.1	***[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]*** A *Tender Security* ***[insert "shall be" or "shall not be"]*** required. A Tender-Securing Declaration ***[insert "shall be" or "shall not be"]*** required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be ___ ***[If a Tender Security is required, insert amount and currency of the Tender Security. Otherwise insert "Not Applicable".][In case of lots, please insert amount and currency of the Tender Security for each lot]*** *[Note: Tender Security is required for each lot as per amounts indicated against each lot].*
ITT 19.1	In addition to the original of the Tender, the number of copies is**: *[insert number of copies]***
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**: *[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender].***
	D. Submission and Opening of Tenders
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: _____ _____

ITT 21.1	For **Tender submission purposes** only, the Procuring Entity's address is: ***[This address may be the same as or different from that specified under provision ITT 7.1 for clarifications]*** Attention: *[[insert full name of person, if applicable]* Postal Address: *[insert address]* Physical Address: City, Street, Building name, Floor Number and Room number. Telephone: *[insert telephone number, including country and city codes]* Electronic mail address: *[insert email address, if applicable]* **The deadline for Tender submission is:** Date:***[insert day, month, and year, e.g. 15 June, 2008]*** Time: ***[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]*** *[Note: The date and time should be the same as those provided in the Specific Procurement Notice - Request for Tenders, unless subsequently amended pursuant to ITT 22.2.]* tenderers **[*insert "shall" or "shall not"*]** have the option of submitting their Tenders electronically. *[Note: The following provision should be included and the required corresponding information inserted only if tenderers have the option of submitting their Tenders electronically. Otherwise omit.]* The electronic Tendering submission procedures shall be: ***[insert a description of the electronic Tendering submission procedures]***
ITT 24.1	The Tender opening shall take place at: Attention: *[[insert full name of person, if applicable]* Postal Address: *[insert address]* Physical Address: City, Street, Building name, Floor Number and Room number. Date:***[insert day, month, and year, e.g. 15 June, 2008]*** Time: ***[insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.] [Date and time should be the same as those given for the deadline for submission of Tenders (ITT 22).]*** *[Note: The following provision should be included and the required corresponding information inserted only if tenderers have the option of submitting their Tenders electronically. Otherwise omit.]* The electronic Tender opening procedures shall be: ***[insert a description of the electronic Tender opening procedures.]***
ITT 24.6	The number of representatives of the Procuring Entity to sign is _____.
E. Evaluation and Comparison of Tenders	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below: _____
ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: ***[Insert name of currency]*** The source of exchange rate shall be: ***[Insert name of the source of exchange rates (e.g., the Central Bank in Kenya.]*** The date for the exchange rate shall be*:* ***[insert day, month and year, e.g. 15 June, 2008 not earlier than 30 days prior to the deadline for submission of the Tenders, nor later than the original date for the expiry of Tender validity period].***
ITT 32.3	A margin of preference and/or reservation ***[insert either "shall" or "shall not"***]apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.

ITT 32.5	The invitation to tender is extended to the following group that qualify for Reservations _____ _____ who shall be duly registered with_____ *(These groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be; describe precisely which group qualifies).*
ITT 33.2	Price evaluation will be done for _____ (*specify Items or Lots (contracts*)
ITT 33.2 (d)	Additional evaluation factors are _____
ITT 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]*** **(a)** Deviation in Delivery schedule: ***[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]*** **(b)** Deviation in payment schedule: ***[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]*** **(c)** the cost of major replacement component, mandatory spare parts, and service: ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]*** **(d)** the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]*** **(e)** Life cycle costs: the costs during the life of the goods or equipment ***[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]*** **(f)** the performance and productivity of the equipment offered; *[Insert* ***Yes or No. If yes, insert the Methodology and criteria]*** **(g)** ***[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]***
	F. Award of Contract
ITT 46.3	Performance security if so required shall be in the sum of _____
ITT 47	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: *[insert full name of person receiving complaints]* Title/position: *[insert title/position]* Procuring Entity: *[insert name of Procuring Entity]* Email address*: [insert email address]* In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Tendering Documents; and **2.** the Procuring Entity's decision to award the contract.

SECTIONIII-EVALUATIONANDQUALIFICATIONCRITERIA

1. GeneralProvisions

1.1 WhereveraTendererisrequiredtostateamonetaryamount,TendersshouldindicatetheKenyaShillingequivalentusingtherateofexchangedeterminedasfollows:

a) Forbusinessturnoverorfinancialdatarequiredforeachyear-Exchangerateprevailingonthelastdayoftherespectivecalendaryear(inwhichtheamountsforthatyearistobeconverted)wasoriginallyestablished.

b) Valueofsinglecontract-Exchangerateprevailingonthedateofthecontractsignature.

c) Exchangeratesshallbetakenfromthepubliclyavailablesourceidentifiedin**theITT14.3.**Anyerrorindeterminingtheexchangeratesin theTendermaybecorrectedbytheProcuringEntity.

1.2 ThissectioncontainsthecriteriathattheProcuringEntityProcuringEntityshallusetoevaluatetenderandqualifytenderers.Nootherfactors,methodsorcriteriashallbeusedotherthanthosespecifiedinthistenderdocument.TheTenderershallprovideallthe informationrequestedintheformsincludedinSectionIV,TenderingForms.TheProcuringEntityshoulduse the StandardTenderEvaluationReportforGoodsandWorksforevaluatingTenders.

2. EvaluationofTenders(ITT33)

2.1 SuccessfulTenderorTenders

TheProcuringEntityshallusethecriteriaandmethodologieslistedinthisSectiontoevaluateTenders.Byapplyingthesecriteriaandmethodologies,theProcuringEntityshalldeterminethesuccessfulTenderorTenderswhichhas/haveb eendeterminedto:

a) besubstantiallyresponsivetothetenderdocuments;

b) offerthelowestevaluatedcosttotheProcuringEntityforallitemsofGoodstobeprocuredbasedoneitherasingle ContractorallmultipleContractscombined,asthecasemaybe,inaccordancewiththeITT13.6invitingTenderprices anddiscounts,andprovisionsmadeoftheTenderDocumentforevaluationoftendersandawardofcontract(s);and

c) beofferedbyTendererorTenderersthatsubstantiallymeetthequalificationcriteriaapplicableforContractorcombinedContractsforwhichtheyareselected.

2.2 EvaluationofTenders

PreliminaryexaminationforDeterminationofResponsiveness

TheProcuringEntitywillstartbyexaminingalltenderstoensuretheymeetinallrespectstheeligibilitycriteriaandothermandatoryrequirementsintheITT,andthatthetenderiscompleteinallaspectsinmeetingtherequirementsprovidedforintheprelimin aryevaluationcriteriaoutlinedbelow.TheStandardTenderEvaluationReportDocumentforGoodsandWorksforevaluatingTendersprovidesveryclearguideonhowtodealwithreviewoftheserequirements.Tenderst hatdonotpassthePreliminaryExaminationwillbeconsiderednon-responsiveandwillnotbeconsideredfurther.

EVALUATION CRITERIA

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
23	***SECTION A).*** **MANDATORY REQUIREMENTS**
	M1. MUST Attach Certificate of Incorporation or Business Name Registration
	M2. Attach Valid Tax Compliance Certificate.
	M3. MUSTAttach dully filled business questionnaire
	M4.MUST attach current company CR12 certificate.
	M5.MUSTAttach dully filled Anti-corruption declaration form
	M6. Attach Valid Business permit
	M7. Dully filled form of tender

	M.8. Attach letter of authorization from authorized company(dealers) (where applicable).
	M9. Bid document **MUST** be Serialized.
	M8. MUST submit tenders in the correct Format (All forms filled, signed and rubber stamped. i.e. Tender form, Business Questionnaire, price schedule, Corruption declaration form.
	Note: Failure to meet the above requirements shall render the tenderer none responsive and shall not proceed to technical stage of evaluation.
2.1.1	**OPEN TENDER.**
2.18.1	**TENDER CLOSING DATE: TUESDAY 11th OCTOBER 2022 AT 12.00 NOON.**

PRICEEVALUATION

ConsistentwithandinadditiontothecriterialistedinITT33.3andITT29.3;andITT34anditssubparagraphsthefollowingcriteriashallapply:

221 EvaluationofTechnicalaspectsoftheTender

TheProcuringEntityshallevaluatetheTechnicalaspectsoftheTendertodeterminecompliancewiththeProcuringEntity'srequirementsunderSectionV'ScheduleofRequirement'andwhethertheTendersaresubstantiallyresponsivetotheTechnicalSpecificationsandotherRequirements.

TECHNICAL EVALUATION CRITERIA

Technical Evaluation shall comprise scoring of bidders under various attributes in the table below – Table of Scoring Matrix. To earn maximum scores, a bidder must (1) provide supporting documents as per criteria (2) provide very precise/specific and relevant information as per criteria (3) provide as many/much information as possible to earn more points. **A bidder must score a minimum of 34 points to be considered for Financial Evaluation**

Table of Scoring Matrix

s/no	Sub-Factor	Requirement	Maximum score	Awarded score
1.	Financial Situation			
	Audited financial reports for the past three years (2019, 2020 & 2021)	Audited financial report for 2019	5	
		Audited financial report for 2020	5	
		Audited financial report for 2021	5	
	Financial Capacity		15	
2.	EXPERIENCE			
	Contract implemented & completed in the past five (5) years on goods/services (2017 to 2021)	Information on past supplies and deliveries of goods/services. Bidders MUST provide (1) Offers Letters or Contract Letters/LPOs clearly stipulating the contract value/amounts in question, Qualification Information Form (choose either of the qualification below):		
		Contracts value above KES 2M	2	
		Contracts value up to KES 0.5-2M	2	
		Contracts below to KES 0.5 M	2	
	PAST & SPECIFIC EXPERIENCE		5	
3.	Dully filled and stamped Price list/specifications		20	
4.	Manufacturer's Authorization	Dully filled and stamped Manufacturer's Authorization	N/A	
	TOTAL SCORES		50	

NOTE: Only tenders that score 45% on technical evaluation will qualify to have their proposals for financials evaluated. Those scoring below 45% will be disqualified at this stage. Award will be given to the lowest evaluated responsive bidder.

TheProcuringEntityshalldeterminewhethertheTendersaresubstantiallyresponsivetotheCommercialandContractualTermsandConditions(e.g.performancesecurities,Paymentanddeliveryschedules).

222 EvaluationCriteria(OtherFactors)(ITT33.6)

TheProcuringEntity'sevaluationofaTendermaytakeintoaccount,inadditiontotheTenderPricequotedinaccordancewithITT13.8,oneormoreofthefollowingfactorsasspecifiedinITT33.2(d)andinTDSITT33.6**,**using thefollowingcriteriaandmethodologies.

a) **Deliveryschedule**.

TheGoodsspecifiedintheListofGoodsarerequiredtobedeliveredwithintheacceptabletimerange(aftertheearliestandbeforethefinaldate,bothdatesinclusive)specifiedinSectionV,ScheduleofRequirements.Nocredit willbegiventodeliveriesbeforetheearliestdate,andTendersofferingdeliveryafterthefinaldateshallbetreated asnon-responsive.Withinthisacceptableperiod,anadjustmentof[insertheadjustmentfactor],willbeadded,forevaluationpurposesonly,totheTenderpriceofTendersofferingdelivereslaterthanthe“EarliestDeliveryDate”specifiedinSectionV,ScheduleofRequirements.

b) **Deviationinpaymentschedule**.

i) tendersshallstatetheirTenderpriceforthepaymentscheduleoutlinedintheSCC.Tendersshallbe evaluatedonthebasisofthisbaseprice.tenderersare,however,permittedtostateanalternativepaymentscheduleandindicatethereductioninTenderpricetheywishtoofferforsuchalternativepaymentschedule.TheProcuringEntitymayconsiderthealternativepaymentscheduleandthereducedTenderpriceofferedbythetendererselectedonthebasisofthebasepriceforthepaymentscheduleoutlinedintheSCC.

c) **Costofmajorreplacementcomponents**,

Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered indicatingforeachitemofsparepartherecommendedquantityandunit,andtotalCIPfinaldestination prices required during the initial period of operation specified in the TDS 15.4.The prices offered shall notexceedtheprevailingpriceschargedtootherpartiesbytheTenderer.Thecostofsuchsparepartswill not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare partstotheTendererthatissuccessfulforthesupplyofGoods,byselectingatitsoption,fromtheTender's listofrecommendedspareparts,suchitemsandquantitiesagainsteachastheProcuringEntitymaydeem appropriate at the unit prices indicated by the Tenderer but not exceeding ----% (present) of the cost of Goods[normallynotmorethan10%or15%.]

d) **AvailabilityinKenya**ofsparepartsandaftersalesservicesforequipmentofferedin theTender.

AnadjustmentequaltothecosttotheProcuringEntityofestablishingtheminimumservicefacilitiesandpartsin ventoriesifquotedseparately,shallbeaddedtotheTenderprice,forevaluationpurposesonly.

e) Specificadditionalcriteria

[Otherspecificadditionalcriteriatobeconsideredintheevaluation,andtheevaluationmethodshallbedetailedinTDS34.6][Ifspecific**sustainableprocurementtechnicalrequirements**havebeenspecifiedinSectionVII-Specification,**either**statethat(i)thoserequirementswillbeevaluatedonapass/fail(compliancebasis)**or**otherwise(ii)inadditiontoevaluatingthoserequirementsonapass/fail(compliancebasis),ifapplicable,specifythemonetaryadjustmentstobeappliedtoTenderPricesforcomparisonpurposesonaccountofTendersthatexceedthespecifiedminimumsustainableprocurementtechnicalrequirements.]

22.4 MultipleContracts(ITT33.4)

MultiplecontractswillbepermittedinaccordancewithITT33.4.TenderersareevaluatedonbasisofLotsandthelowestevaluatedtendereridentifiedforeachLot.TheProcuringEntitywillselectoneOptionofthetwoOptionslistedbelowforawardofContracts.

OPTION1

i) IfatendererwinsonlyoneLot,thetendererwillbeawardedacontractforthatLot,providedthetendermeetsthe EligibilityandQualificationCriteriaforthatLot.

ii) IfatendererwinsmorethanoneLot,thetenderwillbeawardedcontractsforallwonLots,providedthetendermeetstheaggregateEligibilityandQualificationCriteriaforalltheLots.ThetendererwillbeawardedthecombinationofLotsforwhichthetendererqualifiesandtheotherswillbeconsideredforawardtosecondlowestthetenders.

OPTION2

TheProcuringEntitywillconsiderallpossiblecombinationsofwonLots[contract(s)]anddeterminethecombinationswiththelowestevaluatedprice.TenderswillthenbeawardedtotheTendererorTenderersinthecombinationsprovidedthetenderermeetstheaggregateEligibilityandQualificationCriteriaforallthewonLots.

22.5 AlternativeTenders

(ITT13.1)*AnalternativeifpermittedunderITT13.1,willbeevaluatedasf*

ollows:[insertoneofthefollowing]

"ATenderermaysubmitanalternativeTenderonlywithaTenderforthebasecase.TheProcuringEntityshallonlyconsiderthealternativeTendersofferedbytheTendererwhoseTenderforthebasecasewasdeterminedtobetheLowestEvaluatedTender."

3. MARGINOFPREFERENCE

3.1 IftheTDSsospecifies,theProcuringEntitywillgrantamarginofpreferenceof15%(fifteenpercent)toTenderersofferinggoodsmanufactured,mined,extracted,grown,assembledorsemi-processedinKenya.Goodsassembledorsemi-processedinKenyashallhavealocalcontentofnotlessthan40%.

3.2 Themarginofpreferencewillbeappliedinaccordancewith,andsubjectto,thefollowingprovisions:

a) Tenderersapplyingforsuchpreferenceongoodsofferedshallprovide,aspartofthedataforqualification,suchinformation,includingdetailsofthegoodsproducedinKenya,soastodeterminewhether,accordingtotheclassificationestablishedbytheProcuringEntity,aparticularcategoryofgoodsorgroupofgoodsqualifiesforamarginofpreference.

b) AfterTendershavebeenreceivedandreviewedbytheProcuringEntity,goodsofferedintheresponsiveTendersshallbeassessedtoascertaintheyaremanufactured,mined,extracted,grown,assembledorsemi-processedinKenya.Responsivetendersshallbeclassifiedintothefollowinggroups:

i) **GroupA:**TendersofferinggoodsmanufacturedinKenya,forwhich(a)labour,rawmaterials,andcomponentsfromwithinKenyaaccountformorethanforty(40)percentoftheEx-Worksprice;and (b)theproductionfacilityinwhichtheywillbemanufacturedorassembledhasbeenengagedinmanufacturingorassemblingsuchgoodsatleastsincethedateofTendersubmissiondate;

ii) **GroupB:**AllotherTendersofferingGoodsmanufacturedinKenya;

iii) **GroupC:**TendersofferingGoodsmanufacturedoutsideKenyathathavebeenalreadyimportedorthatwillbeimported.

c) TofacilitatethisclassificationbytheProcuringEntity,theTenderershallcompletewhicheverversionofthePriceSchedulefurnishedintheTenderDocumentsisappropriate.IncorrectclassificationmayrendertheTendernon-responsiveasnoreclassificationwillbepermittedafterTenderopening.Tendersshallprovidecorrectinformationespeciallywithrespecttoduties,taxesetc.paidonpreviouslyimportedGoodsandpercentageoflocallabour,materialsandcomponentsforGoodsmanufacturedinKenyaasanyfalseinformationwhichcannotbesupportedbydocumentationmayrendertheTendernon-responsivebesidesothersanctionsforprovidingfalsifiedinformation.

d) TheProcuringEntitywillfirstreviewtheTenderstoconfirmtheappropriatenessoftheTendergroupclassificationtowhichTenderersassignedtheirTendersinpreparingtheirTenderFormsandPriceSchedules.

e) AllevaluatedTendersineachgroupwillthenbecomparedtodeterminethelowestevaluatedTenderofeachgroup.SuchlowestevaluatedTendersshallbecomparedwitheachotherandifasaresultofthiscomparisonaTenderfromGroupAorGroupBisthelowest,itshallbeselectedfortheaward.

f) Ifasaresultoftheprecedingcomparison,thelowestevaluatedTenderisaTenderfromGroupC,allTendersfromGroupCshallbefurthercomparedwiththelowestevaluatedTenderfromGroupAafteraddingtotheevaluatedpriceofgoodsofferedineachTenderfromGroupC,forthepurposeofthisfurthercomparisononly,anamountequalto15%(fifteenpercent)oftherespectiveCIPTenderpriceforgoodstobeimportedandalreadyimportedgoods.Bothpricesshallincludeunconditionaldiscountsandbecorrectedforarithmeticalerrors.IftheTenderfromGroupAisthelowest,itshallbeselectedforaward.Ifnot,thelowestevaluatedTenderfromGroupCshallbeselectedasperparagraph(e)above.”

3.3 Post-Qualification Criteria (ITT 37.1)

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tender shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NOGO basis). The Procuring Entity shall carry out the post-qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

3.4 If the Tenderer is a manufacturer

a) Financial Capability

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings _____ [or equivalent].

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

b) Experience and Technical Capacity

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

c) **(Optional)DocumentaryEvidenceofUsageofGoods(Whenappropriate)**
TheTendershallfurnishdocumentaryevidencesatisfactorytotheProcuringEntitytodemonstratethatsimilarGoodsasofferedintheTenderhavebeeninsuccessfuluseoroperation.
IftheTendererisaJV,theevidenceofdemonstratedusageofGoodssuppliedinthepastshallbeinthenameoftheJV.

3.5 IfTendererisaSupplier:

IfaTendererisaSupplierofferingtheGoodsonbehalfoforfromaManufacturerunderManufacturer'sAuthorizationForm(SectionIV,TenderingForms),theManufacturershalldemonstratetheabovequalifications4.2(b)(i),(ii),and(iii)andtheTendershalldemonstrateitmeetsthefollowingcriteria.

i) TheTendershalldemonstratethatithasaccessto,orhasavailable,liquidassets,unencumberedrealassets,linesofcredit,andotherfinancialmeans .

ii) HassatisfactorilyandsubstantiallycompletedcontractsofasimilarnatureeitherwithinKenya,theEastAfricanCommunityorabroad,asaprimesupplierorajointventuremember.

iii) Tenderer(Supplieror/andmanufacturer,andeachmemberofJVincasetheTendererisaJV,shalldemonstratethatNon-performanceofacontractdidnotoccurasaresultofthedefaultoftheTenderer,manufacturerorthememberofJVasthecasemaybe,inthelast 5years.ThereqTuiredinformationshallbefurnishedasperformCON-2].

3.6 PendingLitigation

Financialpositionandprospectivelong-termprofitabilityoftheSingleTenderer,andinthecasetheTendererisaJV,ofeachmemberoftheJV,shallremainsoundaccordingtocriteriaestablishedwithrespecttoFinancialCapabilityunderparagraphI(i)aboveassumingthatallpendinglitigationwillberesolvedagainsttheTenderer.Tendershallprovideinformationonpendinglitigationsasper FormCON-2.

4.6. **LitigationHistory**

Thereshallbenoconsistenthistoryofcourt/arbitralawarddecisionsagainsttheTenderer,inthelast 5 years.AllpartiestothecontractshallfurnishtheinformationontherelatedForm(CON-2)aboutanylitigationorarbitrationresultingfromcontractscompletedorongoingunderitsexecutionovertheyearsspecified.AconsistenthistoryofawardsagainsttheTendereroranymemberofaJVmayresultinrejectionofthetender.

SECTIONIV-TENDERINGFORMS

FormofTenderTendererInformationFormTendererJVMembersInformationForm

PriceSchedule:GoodsManufacturedOutsideKenya,tobeImportedPriceSchedule:GoodsManufacturedOutsideKenya,alr

eadyimportedPriceSchedule:GoodsManufacturedinKenyaPriceandCompletionSchedule –

RelatedServicesFormofTenderSecurity – DemandGuaranteeFormofTenderSecurity(TenderBond)

FormofTender-SecuringDeclarationManufacturer'sAuthorizationForm

FORMOFTENDER

INSTRUCTIONSTOTENDERERS

i) *TheTenderermustpreparethisFormofTenderonstationerywithitsletterheadclearlyshowingtheTenderer'scomplet enameandbusinessaddress.*

ii) *AllitalicizedtextistohelpTendererinpreparingthisform.*

iii) *TenderermustcompleteandsignCERTIFICATEOFINDEPENDENTTENDERDETERMINATIONandtheSELF DECLARATIONOFTHETENDERERattachedtothisFormofTender.*

DateofthisTendersubmission:.....*[insertdate(asday,monthandyear)ofTendersubmission]***TenderN**

ameandIdentification:.....*[insertidentification]***AlternativeNo.**:.....*[i*

nsertidentificationNoifthisisaTenderforanalternative]

To: Baringo county Governmentp.o Box 53-30400 kabarnet

a) **Noreservations:**WehaveexaminedandhavenoreservationstotheTenderingdocument,includingAddendaissuedi naccordancewithInstructionstotenderers(ITT7);

b) **Eligibility**:Wemeettheeligibilityrequirementsandhavenoconflictofinterestinaccordancewith ITT3;

c) **Tender/Proposal-SecuringDeclaration**:Wehavenotbeensuspendednordeclaredineligiblebytheprocuringentitybasedonexecutio nofaTender-SecuringDeclaration.
or
Proposal-SecuringDeclarationinKenyainaccordancewithITT3.6;

d) **Conformity:**WeoffertosupplyinconformitywiththeTenderingdocumentandinaccordancewiththeDeliverySche dulesspecifiedintheScheduleofRequirementsthefollowingGoods:[*insertabriefdescriptionoftheGoodsandRelat edServices*];

e) **TenderPrice**:ThetotalpriceofourTender,excludinganydiscountsofferedinitem (f)belowis:

Option1,incaseofonelot:Totalpriceis:*[insertthetotalpriceoftheTenderinwordsandfigures,indicatingthevariousa mountsandtherespectivecurrencies];*

or

Option2,incaseofmultiplelots:(a)Totalpriceofeachlot[*insertthetotalpriceofeachlotinwordsandfigures,indicatin gthevariousamountsandtherespectivecurrencies*];and(b)Totalpriceofalllots(sumofalllots)[*insertthetotalpriceo falllotsinwordsandfigures,indicatingthevariousamountsandtherespectivecurrencies*];

f) **Discounts**:Thediscountsofferedandthemethodologyfortheirapplicationare:

i) Thediscountsofferedare:[*Specifyindetaileachdiscountoffered.*]

ii) Theexactmethodofcalculationstodeterminethenetpriceafterapplicationofdiscountsareshownbelow:[*Spec ifyindetailthemethodthatshallbeusedtoapplythediscounts*];

g) **TenderValidityPeriod**:OurTendershallbevalidfortheperiodspecifiedinTDS17.1(asamended,ifapplicable)from thedatefixedfortheTendersubmissiondeadlinespecifiedinTDS21.1(asamended,ifapplicable),anditshallremainb indinguponusandmaybeacceptedatanytimebeforetheexpirationofthatperiod;

(h) **PerformanceSecurity**:IfourTenderisaccepted,wecommittoobtainaperformancesecurityinaccordance withtheTenderingdocument;

i) **OneTenderpertenderer**:WearenotsubmittinganyotherTender(s)asanindividualtenderer,andwearenotparticipatinginanyotherTender(s)asaJointVenturemember,orasasubcontractor,andmeettherequirementsofITT3.9,otherthanalternativeTenderssubmittedinaccordancewithITT12;

j) **SuspensionandDebarment**:We,alongwithanyofoursubcontractors,suppliers,consultants,manufacturers,orserviceprovidersforanypartofthecontract,arenotsubjectto,andnotcontrolledbyanyentityorindividualthatissubjectto,atemporarysuspensionoradebarmentimposedbytheProcuringEntity.Further,wearenotineligibleundertheKenyalawsorofficialregulationsorpursuanttoadecisionoftheUnitedNationsSecurityCouncil;

k) **State-ownedenterpriseorinstitution**:*[selecttheappropriateoptionanddeletetheother][Wearenotastate-ownedenterpriseorinstitution]/[Weareastate-ownedenterpriseorinstitutionbutmeettherequirementsofITT3.7];*

l) **Commissions,gratuities,fees:**Wehavepaid,orwillpaythefollowingcommissions,gratuities,orfeeswithrespecttotheTenderingprocessorexecutionoftheContract:*[insertcompletenameofeachRecipient,itsfulladdress,thereasonforwhicheachcommissionorgratuitywaspaidandtheamountandcurrencyofeachsuchcommissionorgratuity]*

Name of Recipient	Address	Reason	Amount

(Ifnonehasbeenpaidoristobepaid,indicate“none.”)

m) **BindingContract**:WeunderstandthatthisTender,togetherwithyourwrittenacceptancethereofincludedinyourLetterofAcceptance,shallconstituteabindingcontractbetweenus,untilaformalcontractispreparedandexecuted;

n) **ProcuringEntityNotBoundtoAccept**:WeunderstandthatyouarenotboundtoacceptthelowestevaluatedcostTender,theBestEvaluatedTenderoranyotherTenderthatyoumayreceive;and

o) **FraudandCorruption**:WeherebycertifythatwehavetakenstepstoensurethatnopersonactingforusoronourbehalfengagesinanytypeofFraudandCorruption.

(p) **CodeofEthicalConduct**:WeundertaketoadherebytheCodeofEthicsforPersonsParticipatinginPublicProcurementandAssetDisposal,copyavailablefrom_____(*specifywebsite*)duringtheprocurementprocessandtheexecutionofanyresultingcontract.

(q) **Collusivepractices**:Weherebycertifyandconfirmthatthetenderisgenuine,non-collusiveandmadewiththeintentionofacceptingthecontractifawarded.Tothiseffectwehavesignedthe“CertificateofIndependenttenderDetermination”attachedbelow.

(r) We,theTenderer,havecompletedfullyandsignedthefollowingFormsaspartofourTender:

a) Tenderer'sEligibility;ConfidentialBusinessQuestionnaire–toestablishwearenotinanyconflicttointerest.

b) CertificateofIndependentTenderDetermination–todeclarethatwecompletedthetenderwithoutcolludingwithothertenderers.

c) Self-DeclarationoftheTenderer–todeclarethatwewill,ifawardedacontract,notengageinanyformoffraudandcorruption.

d) DeclarationandcommitmenttotheCodeofEthicsforPersonsParticipatinginPublicProcurementandAssetDisposal.

Further,weconfirmthatwehavereadandunderstoodthefullcontentandscopeoffraudandcorruptionasinformedin **“Appendix1-FraudandCorruption**”attachedtotheFormofTender.

Nameofthetenderer:*[*insertcompletenameofthetenderer*]

NameofthepersondulyauthorizedtosigntheTenderonbehalfofthetenderer:**[*insertcompletenameofpersondulyauthorizedtosigntheTender*]

TitleofthepersonsigningtheTender:[*insertcompletetitleofthepersonsigningtheTender*]**Signatureoftheperso**

nnamedabove:[*insertsignatureofpersonwhosenameandcapacityareshownabove*]**Datesigned**[*insertdateofsig*

ning]**dayof**[*insertmonth*],[*insertyear*]

***:InthecaseoftheTendersubmittedbyaJointVenturespecifythenameoftheJointVentureastenderer.

**:PersonsigningtheTendershallhavethepowerofattorneygivenbythetenderer.Thepowerofattorneyshallbeattachedwith theTenderSchedules.

CERTIFICATEOFINDEPENDENTTENDERDETERMINATION

I,theundersigned,insubmittingtheaccompanyingLetterofTendertothe_____ _____*[NameofProcuringEntity]*for: _____*[Nameandnumberoftender]*inres ponsetotherequestfortendersmadeby:_____ _____*[NameofTenderer]*doherebymake thefollowingstatementsthatIcertifytobetrueandcompleteineveryrespect:

Icertify,onbehalfof_____*[NameofTenderer]*that:

1. IhavereadandIunderstandthecontentsofthisCertificate;

2. IunderstandthattheTenderwillbedisqualifiedifthisCertificateisfoundnottobetrueandcompleteineveryrespect;

3. IamtheauthorizedrepresentativeoftheTendererwithauthoritytosignthisCertificate,andtosubmittheTenderonbeha lfoftheTenderer;

4. ForthepurposesofthisCertificateandtheTender,Iunderstandthattheword“competitor”shallincludeanyindividualo rorganization,otherthantheTenderer,whetherornotaffiliatedwiththeTenderer,who:

   a) hasbeenrequestedtosubmitaTenderinresponsetothisrequestfortenders;

   b) couldpotentiallysubmitatenderinresponsetothisrequestfortenders,basedontheirqualifications,abilitiesore xperience;

5. TheTendererdisclosesthat[checkoneofthefollowing,asapplicable]:

   a) TheTendererhasarrivedattheTenderindependentlyfrom,andwithoutconsultation,communication,agreem entorarrangementwith,anycompetitor;

   b) theTendererhasenteredintoconsultations,communications,agreementsorarrangementswithoneormoreco mpetitorsregardingthisrequestfortenders,andtheTendererdiscloses,intheattacheddocument(s),completed etailsthereof,includingthenamesofthecompetitorsandthenatureof,andreasonsfor,suchconsultations,com munications,agreementsorarrangements;

6. Inparticular,withoutlimitingthegeneralityofparagraphs(5)(a)or(5)(b)above,therehasbeennoconsultation,comm unication,agreementorarrangementwithanycompetitorregarding:

   a) prices;

   b) methods,factorsorformulasusedtocalculateprices;

   c) theintentionordecisiontosubmit,ornottosubmit,atender;or

   d) thesubmissionofatenderwhichdoesnotmeetthespecificationsoftherequestforTenders;exceptasspecifically disclosedpursuanttoparagraph(5)(b)above;

7. Inaddition,therehasbeennoconsultation,communication,agreementorarrangementwithanycompetitorregardingt hequality,quantity,specificationsordeliveryparticularsoftheworksorservicestowhichthisrequestfortendersrelate s,exceptasspecificallyauthorizedbytheprocuringauthorityorasspecificallydisclosedpursuanttoparagraph(5)(b)a bove;

8. thetermsoftheTenderhavenotbeen,andwillnotbe,knowinglydisclosedbytheTenderer,directlyorindirectly,toanyc ompetitor,priortothedateandtimeoftheofficialtenderopening,oroftheawardingoftheContract,whichevercomesfir st,unlessotherwiserequiredbylaworasspecificallydisclosedpursuanttoparagraph(5)(b)above.

Name

_____

Title

_____

Date

[Name,titleandsignatureofauthorizedagentofTendererandDate]

SELF-DECLARATIONFORMS

FORM SD1

SELFDECLARATIONTHATTHEPERSON/TENDERERISNOTDEBARREDINTHEMATTER OFTHEPUBLICPROCUREMENT ANDASSETDISPOSAL ACT2015.

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/Directorof .....*(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 cak
3. red from participating in procurementproceedingunderPartIVoftheAct.

4. THATwhatisdeponedtohereinaboveistruetothebestofmyknowledge,informationandbelief.

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

Bidder Official Stamp

FORM SD2

SELFDECLARATIONTHATTHEPERSON/TENDERERWILLNOTENGAGEINANYCORRUPTORFRAUDULENTPRACTICE

I,.....ofP.O.Box.....beingaresidentof .....intheRepublicof.....doherebymakea statementasfollows:-

1. THATIamtheChiefExecutive/ManagingDirector/PrincipalOfficer/Directorof..... ….....……...……*(insertnameoftheCompany)*whoisaBidderinrespectof**TenderNo**.....for.....*(inserttendertitle/description)* for.....*(insertnameoftheProcuringentity)*anddulyauthorizedandcompetenttomakethisstatement.

2. THATtheaforesaidBidder,itsservantsand/oragents/subcontractorswillnotengageinanycorruptorfraudulentpracticeandhasnotbeenrequestedtopayanyinducementtoanymemberoftheBoard,Management,Staffand/oremployeesand/oragentsof……..*(insertnameoftheProcuringentity)*whichistheprocuringentity.

3. THATtheaforesaidBidder,itsservantsand/oragents/subcontractorshavenotofferedanyinducementtoanymemberoftheBoard,Management,Staffand/oremployeesand/oragentsof……..*(nameoftheprocuringentity)*.

4. THATtheaforesaidBidderwillnotengage/hasnotengagedinanycorrosivepracticewithotherbidderparticipatingin thesubjecttender.

5. THATwhatisdeponedtohereinaboveistruetothebestofmyknowledgeinformationandbelief.

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

Bidder'sOfficialStamp

DECLARATIONANDCOMMITMENTTOTHECODEOFETHICS

I.....(person) onbehalfof***(Nameofthe Business/Company/Firm***).....declarethatIhavereadandfullyunderstoodthecontentsofthePublicProcurement&AssetDisposalAct,2015,RegulationsandtheCodeofEthicsforpersonsparticipatinginPublicProcurementandAssetDisposalandmyresponsibilitiesundertheCode.

IdoherebycommittoabidebytheprovisionsoftheCodeofEthicsforpersonsparticipatinginPublicProcurementandAssetDisposal.

NameofAuthorizedsignatory.....

Sign…….....

Position.....

Officeaddress……Telephone…….....……

E-mail…….....……

NameoftheFirm/Company…….....……

Date…….....……

(CompanySeal/RubberStampwhereapplicable)

WitnessName…….....……

…….

Sign…….....……

Date…….....……

APPENDIX1-FRAUDANDCORRUPTION

(Appendix1shallnotbemodified)

1. Purpose

1.1 TheGovernmentofKenya'sAnti-CorruptionandEconomicCrimelawsandtheirsanction'spoliciesandprocedures,PublicProcurementandAssetDisposalAct*(no.33of2015)*anditsRegulation,andanyotherKenya'sActsorRegulationsrelatedtoFraudandCorruption,andsimilaroffences,shallapplywithrespecttoPublicProcurementProcessesandContractsthataregovernedbythelawsofKenya.

2. Requirements

2.1 TheGovernmentofKenyarequiresthatallpartiesincludingProcuringEntities,Tenderers,(applicants/proposers),Consultants,ContractorsandSuppliers;anySub-contractors,Sub-consultants,ServiceprovidersorSuppliers;anyAgents(whetherdeclaredornot);andanyoftheirPersonnel,involvedandengagedinprocurementunderKenya'sLawsandRegulation,observethehigheststandardofethicsduringtheprocurementprocess,selectionandcontractexecutionofallcontracts,andrefrainfromFraudandCorruptionandfullycomplywithKenya'slawsandRegulationsasperparagraphs1.1above.

2.2 Kenya'spublicprocurementandassetdisposalact*(no.33of2015)*underSection66describesrulestobefollowedandactionstobetakenindealingwithCorrupt,Coercive,Obstructive,CollusiveorFraudulentpractices,andConflictsofInterestinprocurementincludingconsequencesforoffencescommitted.AfewoftheprovisionsnotedbelowhighlightKenya'spolicyofnotoleranceforsuchpracticesandbehavior:

1) apersontowhomthisActappliesshallnotbeinvolvedinanycorrupt,coercive,obstructive,collusiveorfraudulentpractice;orconflictsofinterestinanyprocurementorassetdisposalproceeding;
2) Apersonreferredtoundersubsection(1)whocontravenestheprovisionsofthatsub-sectioncommitsanoffence;
3) Withoutlimitingthegeneralityofthesubsection(1)and(2),thepersonshallbe—
   a) disqualifiedfromenteringintoacontractforaprocurementorassetdisposalproceeding;or
   b) ifacontracthasalreadybeenenteredintowiththeperson,thecontractshallbevoidable;
4) Thevoidingofacontractbytheprocuringentityundersubsection(7)doesnotlimitanylegalremedytheprocuringentitymayhave;
5) Anemployeeoragentoftheprocuringentityoramemberoftheboardorcommitteeoftheprocuringentitywhohasaconflictofinterestwithrespecttoaprocurement:-
   a) shallnottakepartintheprocurementproceedings;
   b) shallnot,afteraprocurementcontracthasbeenenteredinto,takepartinanydecisionrelatingtotheprocurementorcontract;and
   c) shallnotbeasubcontractorforthebiddertowhomwasawardedcontract,oramemberofthegroupofbidderstowhomthecontractwasawarded,butthesubcontractorappointedshallmeetalltherequirementsofthisAct.

6) Anemployee,agentormemberdescribedinsubsection(1)whorefrainsfromdoinganythingprohibitedundertheatsubsection,butforthatsubsection,wouldhavebeenwithinhisorherdutiesshalldisclosetheconflictofinterestotheprocuringentity;

7) Ifapersoncontravenessubsection(1)withrespecttoaconflictofinterestdescribedinsubsection(5)(a)andthecontractisawardedtothepersonorhisrelativeortoanotherpersoninwhomoneofthemhadadirectorindirectpecuniaryinterest,thecontractshallbeterminatedandallcostsincurredbythepublicentityshallbemadegoodbytheawardingofficer.Etc.

2.3 IncompliancewithKenya'slaws,regulationsandpoliciesmentionedabove,theProcuringEntity:

a) Definesbroadly,forthepurposesoftheaboveprovisions,thetermssetforthbelowasfollows:

   i) “corruptpractice”istheoffering,giving,receiving,orsoliciting,directlyorindirectly,ofanythingofvaluetoinfluenceimproperlytheactionsofanotherparty;

ii) “fraudulentpractice”isanyactoromission,includingmisrepresentation,thatknowinglyorrecklesslymisleads,orattemptstomislead,apartytoobtainfinancialorotherbenefitortoavoidanobligation;

iii) “collusivepractice”isanarrangementbetweentwoormorepartiesdesignedtoachieveanimproperpurpose,includingtoinfluenceimproperlytheactionsofanotherparty;

iv) “coercivepractice”isimpairingorharming,orthreateningtoimpairorharm,directlyorindirectly,anypartyorthepropertyofthepartytoinfluenceimproperlytheactionsofaparty;

v) “obstructivepractice”is:

- deliberatelydestroying,falsifying,altering,orconcealingofevidencematerialtotheinvestigationormakingfalsestatementstoinvestigatorsinordertomateriallyimpedeinvestigationbyPublicProcurementRegulatoryAuthority(PPRA)oranyotherappropriateauthorityappointedbyGovernmentofKenyaintoallegationsofacorrupt,fraudulent,coercive,orcollusivepractice;and/orthreatening,harassing,orintimidatinganypartytopreventitfromdisclosingitsknowledgeofmattersrelevanttotheinvestigationorfrompursuingtheinvestigation;or

- actsintendedtomateriallyimpedetheexerciseofthePPRA'sortheappointedauthority'sinspectionandauditrightsprovidedforunderparagraph2.3e.below.

b) Definesmorespecifically,inaccordancewiththeaboveprocurementActprovisionssetforthforfraudulentandcollusivepracticesasfollows:

"fraudulentpractice"includesamisrepresentationoffactinordertoinfluenceaprocurementordisposalprocessortheexerciseofacontracttothedetrimentoftheprocuringentityorthetendererorthecontractor,andincludescollusivepracticesamongsttenderersprior tooraftertendersubmissiondesignedtoestablishtenderpricesatartificialnon-competitivelevelsandtodeprivetheprocuringentityofthebenefitsoffreeandopencompetition.

c) Rejectsaproposalforaward[1]ofacontractifPPRAdeterminesthatthefirmorindividualrecommendedforaward,anyofitspersonnel,oritsagents,oritssub-consultants,sub-contractors,serviceproviders,suppliersand/ortheiremployees,has,directlyorindirectly,engagedincorrupt,fraudulent,collusive,coercive,orobstructivepracticesincompetingforthecontractinquestion;

d) PursuanttotheKenya'sabovestatedActsandRegulations,maysanctionordebarorrecommendtoappropriateauthority(ies)forsanctioninganddebarmentofafirmorindividual,asapplicableundertheActsandRegulations;

e) RequiresthataclausebeincludedinTenderdocumentsandRequestforProposaldocumentsrequiring(i)Tenderers(applicants/proposers),Consultants,Contractors,andSuppliers,andtheirSub-contractors,Sub-consultants,Serviceproviders,Suppliers,Agentspersonnel,permitthePPRAoranyotherappropriateauthorityappointedbyGovernmentofKenyatoinspect[2]allaccounts,recordsandotherdocumentsrelatingtotheprocurementprocess,selectionand/orcontractexecution,andtohavethemauditedbyauditorsappointedbythePPRAoranyotherappropriateauthorityappointedbyGovernmentofKenya;and

f) PursuanttoSection62oftheaboveAct,requiresApplicants/Tendererstosubmitalongwiththeir Applications/Tenders/Proposalsa“Self-DeclarationForm”asincludedintheprocurementdocumentdeclaringthattheyandallpartiesinvolvedintheprocurementprocessandcontractexecutionhavenotengaged/willnotengageinanycorruptorfraudulentpractices.

---

[1] *Fortheavoidanceofdoubt,aparty'sineligibilitytobeawardedacontractshallinclude,withoutlimitation,(i)applyingforpre-qualification,expressinginterestinaconsultancy,andtendering,eitherdirectlyorasanominatedsub-contractor,nominatedconsultant,nominatedmanufacturerorsupplier,ornominatedserviceprovider,inrespectofsuchcontract,and(ii)enteringintoanaddendumoramendmentintroducingamaterialmodificationtoanyexistingcontract.*

[2] *Inspectionsinthiscontextusuallyareinvestigative(i.e.,forensic)innature.Theyinvolvefact-findingactivitiesundertakenbytheInvestigatingAuthorityorpersonsappointedbytheProcuringEntitytoaddressspecificmattersrelatedtoinvestigations/audits,suchasevaluatingtheveracityofanallegationofpossibleFraudandCorruption,throughtheappropriatemechanisms.Suchactivityincludesbutisnotlimitedto:accessingandexaminingafirm'sorindividual'sfinancialrecordsandinformation,andmakingcopiesthereofasrelevant;accessingandexamininganyotherdocuments,dataandinformation(whetherinhardcopyorelectronicformat)deemedrelevantfortheinvestigation/audit,andmakingcopiesthereofasrelevant;interviewingstaffandotherrelevantindividuals;performingphysicalinspectionsandsitevisits;andobtainingthirdpartyverificationofinformation.*

TENDERERINFORMATIONFORM

[ThetenderershallfillinthisForminaccordancewiththeinstructionsindicatedbelow.Noalterationstoitsformatshallbepermittedandnosubstitutionsshallbeaccepted.]

Date:.....*[insertdate(asday,monthandyear)ofTendersubmission*]

TenderNameandIdentification:.....[*insertidentification*

AlternativeNo.:.....*[insertidentificationNoifthisisaTenderforanalternative]*Pag

e_____of_____pages

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

TENDERER'SELIGIBILITY-CONFIDENTIALBUSINESSQUESTIONNAIREFORM

a) InstructiontoTenderer

Tenderisinstructedtocompletetheparticularsrequiredinthis Form,*oneformforeachentityifTenderisaJV.*Tendererisfurther remindedthatitisanoffencetogivefalseinformationonthisForm.

A. Tenderer'sdetails

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

GeneralandSpecificDetails

b) SoleProprietor,providethefollowingdetails.

Nameinfull_____Age

_____Nationality____CountryofOrigin

_____Citizenship_____

_____

c) Partnership,providethefollowingdetails.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) RegisteredCompany,providethefollowingdetails.

i) PrivateorpublicCompany_____

ii) StatethenominalandissuedcapitaloftheCompany:-

NominalKenyaShillings(Equivalent).....I

ssuedKenyaShillings(Equivalent).....

iii) GivedetailsofDirectorsasfollows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) DISCLOSUREOFINTEREST-InterestoftheFirmintheProcuringEntity.

i) Arethereanyperson/personsin.....(*NameofProcuringEntity)* whohasaninterestorrelationshipinthisfirm?Yes/No.....Ify

es,providedetailsasfollows.

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

ii) Conflictofinterestdisclosure

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

f) Certification

OnbehalfoftheTenderer,Icertifythattheinformationgivenaboveiscorrect.

FullName

_____

_____ _____

TitleorDesignation_____

(Signature) *(Date)*

TENDERER'SJVMEMBERS INFORMATIONFORM

[ThetendershallfillinthisForminaccordancewiththeinstructionsindicatedbelow.Thefollowingtableshallbefilledinforthetendererandforeachmemberofa JointVenture]].

Date:.....*[insertdate(asday,monthandyear)ofTendersubmission].*

TenderNameandIdentification:.....*[insertidentification*AlternativeNo.:.....*[insertidentificationNoifthisisaTenderforanalternative].*

Page_____of_____pages

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

PriceScheduleForms

*[ThetendershallfillinthesePriceScheduleFormsinaccordancewiththeinstructionsindicated.Thelistoflineitemsincolumn1ofthe**PriceSchedules**shallcoincidewiththeListofGoodsandRelatedServicesspecifiedbytheProcuringEntityintheScheduleofRequirements.]*

PriceSchedule:GoodsManufacturedOutsideKenya,tobeImported

							Date: _____ _____ Alternative No: _____ PageN° _____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 *[insert place of destination]* in accordance with ITT 14.8(b)(i)	CIP Priceper 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 perLine item (Col.7+8)
[insert number of the item]	*[insertnameof good]*	*[insert countryof originof the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*
							Total Price	

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

PriceSchedule:GoodsManufacturedOutsideKenya,alreadyimported*

(Group C Tenders, Goods already imported) Currencies in accordance with ITT 15									Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9	10	11	12
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 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in Kenya to convey the goods to their final destination, as specified in TDS in accordance with ITT 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	*[insert name of Goods]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in Kenya]*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
										Total Tender Price	

Nameoftenderer.....*[insertcompletenameoftenderer]*Signatureoftenderer.....*[signatureofpersonsigningtheTender]*Date.....*[insertdate]**[ForpreviouslyimportedGoods,thequotedpriceshallbedistinguishablefromtheoriginalimportvalueofthese Goodsdeclaredtocustomsandshallincludeanyrebateormark-upofthelocalagentorrepresentativeandalllocalcostsexceptimportdutiesandtaxes,whichhavebeenand/orhavetobepaidbytheProcuringEntity.Forclarity,thetenderersareaskedtoquotethepriceincludingimportduties,andadditionallytoprovidetheimportdutiesandthepricenetofimportdutieswhichisthedifferenceofthosevalues.]*

PriceSchedule:GoodsManufacturedinKenya

Kenya _____ (Group A and B Tenders) Currencies in accordance with ITT15 Date: _____

ITT No: _____

Alternative No: _____

Nameoftenderer.....*[insertcompletenameoftenderer]*.....Signatureoftenderer.....*[signatureofpersonsigningtheTender]*Date: _____ *[insertdate]*

Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in Kenya % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.8(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of theitem]	*[insert name of Good]*	*[insert quoted Delivery Date]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
								Total Price	

PriceandCompletionSchedule-RelatedServices

Currencies in accordance with ITT15					Date: _____ ITTNo: _____ AlternativeNo: _____ PageN° _____of _____	
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)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
				Total Tender Price		

Nameoftenderer.....*[insertcompletenameoftenderer]*Signatureoftenderer.....*[signatureofpersonsigningtheTender]*Date.....*[insertdate]*

FORMOFTENDERSECURITY-DEMANDBANKGUARANTEE

Beneficiary:_____

ITTNo:_____

Date:_____

TENDERGUARANTEENo.:_____

Guarantor:_____

1. Wehavebeeninformedthat (hereinaftercalled"theApplicant")hassubmittedorwillsubmittotheBeneficiaryitsTender(hereinaftercalled"theTender")fortheexecutionof_____underRequestforTendersNo._ (“theITT”).

2. Furthermore,weunderstandthat,accordingtotheBeneficiary'sconditions,TendersmustbesupportedbyaTenderguarantee.

3. AttherequestoftheApplicant,we,asGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumorsumsnotexceedingintotalanamountof_____( )uponreceiptbyusoftheBeneficiary'scomplyingdemand,supportedbytheBeneficiary'sstatement,wheth erinthedemanditselforaseparatesigneddocumentaccompanyingoridentifyingthedemand,statingthateithertheApplicant:
   a) haswithdrawnitsTenderduringtheperiodofTendervaliditysetforthintheApplicant'sLetterofTender(“theTenderValidityPeriod”),oranyextensiontheretoprovidedbytheApplicant;or
   b) havingbeennotifiedoftheacceptanceofitsTenderbytheBeneficiaryduringtheTenderValidityPeriodoranyextensiontheretoprovidedbytheApplicant,(i)hasfailedtoexecutethecontractagreement,or(ii)hasfailedtofurnishthePerformance.

4. ThisguaranteewillexpIre:(a)iftheApplicantisthesuccessfulTenderer,uponourreceiptofcopiesofthecontractagreementsignedbytheApplicantandthePerformanceSecurityand,or(b)iftheApplicantisnotthesuccessfulTenderer,upontheearlierof(i)ourreceiptofacopyoftheBeneficiary'snotificationtotheApplicantoftheresultsoftheTenderingprocess;or(ii)twenty-eightdaysaftertheendoftheTenderValidityPeriod.

5. Consequently,anydemandforpaymentunderthisguaranteemustbereceivedbyusattheofficeindicatedaboveonorbeforethatdate.

_____

[signature(s)]

FORMOFTENDERSECURITY(TENDERBOND)

[TheSuretyshallfillinthisTenderBondForminaccordancewiththeinstructionsindicated.]

BONDNO._____

1. BYTHISBOND.....*[nameoftenderer]*asPrincipal(hereinaftercalled“thePrincipal”),and.....*[name,legaltitle,andaddressofsurety]*,**authorizedtotransactbusinessin***[nameofcountryofProcuringEntity]*,asSurety(hereinaftercalled“theSurety”),areheldandfirmlyboundunto.....*[nameofProcuringEntity]*asObligee(hereinaftercalled“theProcuringEntity”)inthesumof.....*[amountofBond]*[1]*[amountinwords]*,forthepaymentofwhichsum,wellandtrulytobemade,we,thesaidPrincipalandSurety,bindourselves,oursuccessorsandassigns,jointlyandseverally,firmlybythesepresents.

2. WHEREASthePrincipalhassubmittedorwillsubmitawrittenTendertotheProcuringEntitydatedthe _____day_____of_____,20_____,forthesupplyof _____*[nameofContract]*(hereinaftercalledthe“Tender”).

3. NOW,THEREFORE,THECONDITIONOFTHISOBLIGATIONissuchthatifthePrincipal:

   a) haswithdrawnitsTenderduringtheperiodofTendervaliditysetforthinthePrincipal'sLetterofTender(“theTenderValidityPeriod”),oranyextensiontheretoprovidedbythePrincipal;or

   b) havingbeennotifiedoftheacceptanceofitsTenderbytheProcuringEntityduringtheTenderValidityPeriodoranyextensiontheretoprovidedbythePrincipal;(i)failedtoexecutetheContractagreement;or (ii)hasfailedtofurnishthePerformanceSecurity,inaccordancewiththeInstructionstotenderers(“ITT”)oftheProcuringEntity'sTenderingdocument.

   thentheSuretyundertakestoimmediatelypaytotheProcuringEntityuptotheaboveamountuponreceiptoftheProcuringEntity'sfirstwrittendemand,withouttheProcuringEntityhavingtosubstantiateitsdemand,providedthatinitsdemandtheProcuringEntityshallstatethatthedemandarisesfromtheoccurrenceofanyoftheaboveevents,specifyingwhichevent(s)hasoccurred.

4. TheSuretyherebyagreesthatitsobligationwillremaininfullforceandeffectuptoandincludingthedate30daysafterthedateofexpirationoftheTenderValidityPeriodsetforthinthePrincipal'sLetterofTenderoranyextensiontheretoprovidedbythePrincipal.

5. INTESTIMONYWHEREOF,thePrincipalandtheSuretyhavecausedthesepresentstobeexecutedintheirrespectivenamesthis_____dayof_____20_____.

Principal:__CorporateSeal(whereappropriate)

Surety:_____

_____

(Signature)

(Printednameandtitle)

_____

(Signature)

(Printednameandtitle)

[1]TheamountoftheBondshallbedenominatedinthecurrencyKenyashillingsortheequivalentamountinafreelyconvertiblecurrency.

FORMOFTENDER-SECURINGDECLARATION

[TheBiddershallcompletethisForminaccordancewiththeinstructionsindicated]

Date:. . . . . *[insertdate(asday,monthandyear)ofTenderSubmission]*

TenderNo.:.....*[insertnumberoftenderingprocess]*

To:.....*[insertcompletenameofPurchaser]*I

/We,theundersigned,declarethat:

1. I/Weunderstandthat,accordingtoyourconditions,bidsmustbesupportedbyaTender-SecuringDeclaration.

2. I/WeacceptthatI/wewillautomaticallybesuspendedfrombeingeligiblefortenderinginanycontractwiththePurchaserfortheperiodoftimeof.....*[insertnumberofmonthsoryears]*startingon.....*[insertdate]*,ifweareinbreachofourobligation(s)underthebidconditions,becausewe–(a)havewithdrawnourtenderduringtheperiodoftendervalidityspecifiedbyusintheTenderingDataSheet;or(b)havingbeennotifiedoftheacceptanceofourBidbythePurchaserduringtheperiodofbidvalidity,(i)failorrefusetoexecutetheContract,ifrequired,or(ii)failorrefusetofurnishthePerformanceSecurity,inaccordancewiththeinstructionstotenders.

3. I/WeunderstandthatthisTenderSecuringDeclarationshallexpireifwearenotthesuccessfulTenderer(s),uponthearlierof:

   a) ourreceiptofacopyofyournotificationofthenameofthesuccessfulTenderer;or

   b) thirtydaysaftertheexpirationofourTender.

4. I/WeunderstandthatifIam/weare/inaJointVenture,theTenderSecuringDeclarationmustbeinthenameoftheJointVenturethatsubmitsthebid,andtheJointVenturehasnotbeenlegallyconstitutedatthetimeofbidding,theTenderSecuringDeclarationshallbeinthenamesofallfuturepartnersasnamedintheletterofintent.

Signed:……..…….....

Capacity/title(directororpartnerorsoleproprietor,etc.)…….…….....

Name:…….....

Dulyauthorizedtosignthebidforandonbehalfof:.....*[insertcompletenameofTenderer]*.Datedon.

.....dayof.....*[Insertdateofsigning]*.

Sealorstamp.

MANUFACTURER'SAUTHORIZATIONFORM

*[ThetenderershallrequiretheManufacturertofillinthisForminaccordancewiththeinstructionsindicated.ThisletterofauthorizationshouldbeontheletterheadoftheManufacturerandshouldbesignedbyapersonwiththeproperauthoritytosigndocumentsthatarebindingontheManufacturer.ThetenderershallincludeitinitsTender,ifsoindicatedinthe**TDS.**]*

Date:.....*[insertdate(asday,monthandyear)ofTendersubmission]*

ITTNo.:.....*[insertnumberofITTprocess]*AlternativeNo.:.....*[insertidentificationNoifthisisaTenderforanalternative]*

To:.....*[insertcompletenameofProcuringEntity]*

WHEREAS

We.....*[insertcompletenameofManufacturer]*,whoareofficialmanufacturersof.....*[inserttypeofgoodsmanufactured]*,havingfactoriesat[insertfulladdressofManufacturer'sfactories],doherebyauthorize*[insertcompletenameoftenderer]*tosubmitaTenderthepurposeofwhichistoprovidethefollowingGoods,manufacturedbyus.....*[insertnameandorbriefdescriptionoftheGoods]*,andtosubsequentlynegotiateandsigntheContract.

WeherebyextendourfullguaranteeandwarrantyinaccordancewithClause28oftheGeneralConditionsofContract,withrespecttotheGoodsofferedbytheabovefirm.

Signed:.....*[insertsignature(s)ofauthorizedrepresentative(s)oftheManufacturer]*

Name:.....*[insertcompletename(s)ofauthorizedrepresentative(s)oftheManufacturer]*

Title:.....*[inserttitle]*

Datedon_____dayof_____,_____*[insertdateofsigning]*

PART2: SUPPLY REQUIREMENTS

SectionV-ScheduleofRequirements

NotesforPreparingtheScheduleofRequirements

TheScheduleofRequirementsshallbeincludedintheTenderingdocumentbytheProcuringEntity,andshallcover,ataminimum,adescriptionofthegoodsandservicestobesuppliedandthedeliveryschedule.

TheobjectiveoftheScheduleofRequirementsistoprovidesufficientinformationtoenabletendererstopreparetheirTendersefficientlyandaccurately,inparticular,thePriceSchedule,forwhichaformisprovidedinSectionIV.Inaddition,theScheduleofRequirements,togetherwiththePriceSchedule,shouldserveasabasisintheeventofquantityvariationatthetimeofawardofcontractpursuanttoITT42.1.

Thedateorperiodfordeliveryshouldbecarefullyspecified,takingintoaccount(a)theimplicationsofdeliverytermsstipulatedintheInstructionstotendererspursuanttothe*Incoterms*rulesthat“delivery”takesplacewhengoodsaredelivered**tothefinalplaceofdelivery**,and(b)thedateprescribedhereinfromwhichtheProcuringEntity'sdeliveryobligationsstart(i.e.,noticeofaward,contractsignature,openingorconfirmationoftheletterofcredit).

1. ListofGoodsandDeliverySchedule

LineItem N°	Description of Goods	Quantity	Physical unit	Final Destination as specified in TDS	Delivery(as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [*to be provided by the tenderer*]
1.	Office stationery & G.I.S printing materials.	AWR	AS PER THE PROVIDED SPECIFICATIOS	BARINGO COUNTY GOVERNMENT -ALL DEP'TS.	AS PER THE CONTRACT SIGNED AGREEMENT	AS PER CONTRACT SIGNED AGREEMENT	

2. TechnicalSpecifications

2.1 ThepurposeoftheTechnicalSpecifications(TS),istodefinethetechnicalcharacteristicsoftheGoodsandRelatedServicesrequiredbytheProcuringEntity.TheProcuringEntityshallprepareth edetailedTSconsiderthat:

i) TheTSconstitutethebenchmarksagainstwhichtheProcuringEntitywillverifythetechnicalresponsivenessofTendersandsubsequentlyevaluatetheTenders.Therefore,well-definedTSwillfacilitatepreparationofresponsiveTendersbytenderers,aswellasexamination,evaluation,andcomparisonoftheTendersbytheProcuringEntity.

ii) TheTSshallrequirethatallgoodsandmaterialstobeincorporatedinthegoodsbenew,unused,andofthemostrecentorcurrentmodels,andthattheyincorporateallrecentimprovementsindesignandmaterials,unlessprovidedforotherwiseinthecontract.

iii) TheTSshallmakeuseofbestpractices.SamplesofspecificationsfromsuccessfulsimilarprocurementsinthesamecountryorsectormayprovideasoundbasisfordraftingtheTS.

iv) ThePPRAencouragestheuseofmetricunits.

v) Standardizingtechnicalspecificationsmaybeadvantageous,dependingonthecomplexityofthegoodsandtherepetitivenessofthetypeofprocurement.TechnicalSpecificationsshouldbebroadenoughtoavoidrestrictionsonworkmanship,materials,andequipmentcommonlyusedinmanufacturingsimilarkindsofgoods.

vi) Standardsforequipment,materials,andworkmanshipspecifiedintheTenderingdocumentshallnotberestrictive.Recognizedinternationalstandardsshouldbespecifiedasmuchaspossible.Referencetobrandnames,cataloguenumbers,orotherdetailsthatlimitanymaterialsoritemstoaspecificmanufacturershouldbeavoidedasfaraspossible.Whereunavoidable,suchitemdescriptionshouldalwaysbefollowedbythewords“orsubstantially equivalent.”Whenotherparticularstandardsorcodesofpracticearereferredtointhe TS,whetherfromtheProcuringEntity'sorfromothereligiblecountries,astatementshouldfollowotherauthoritativestandardsthatensureatleastasubstantiallyequalquality,thenthestandardsmentionedintheTSwillalsobeacceptable.

vii) Referencetobrandnamesandcataloguenumbersshouldbeavoidedasfaraspossible;whereunavoidablethewords“oratleastequivalent”shallalwaysfollowsuchreferences.

viii) TechnicalSpecificationsshallbefullydescriptiveoftherequirementsinrespectof,butnotlimitedto,thefollowing:

a) StandardsofmaterialsandworkmanshiprequiredfortheproductionandmanufacturingoftheGoods.

b) Anysustainableprocurementtechnicalrequirementsshallbeclearlyspecified.

2.2 Toencouragetenderers'innovationinaddressingsustainableprocurementrequirements,aslongastheTenderevaluationcriteriaspecifythemechanismformonetaryadjustmentsforthepurposeofTendercomparisons,tenderersmaybeinvitedtoofferGoodsthatexceedsthespecifiedminimumsustainableprocurementrequirements.

i) Detailedtestsrequired(typeandnumber).

ii) Otheradditionalworkand/orRelatedServicesrequiredtoachievefulldelivery/completion.

iii) DetailedactivitiestobeperformedbytheSupplier,andparticipationoftheProcuringEntitythereon.

iv) ListofdetailedfunctionalguaranteescoveredbytheWarrantyandthespecificationoftheliquidateddamagesto beappliedintheeventthatsuchguaranteesarenotmet.

2.3 TheTSshallspecifyallessentialtechnicalandperformancecharacteristicsandrequirements,includingguaranteedor acceptablemaximumorminimumvalues,asappropriate.Whenevernecessary,theProcuringEntityshallincludeana dditionalad-hocTenderingform(tobeanAttachmenttotheLetterofTender),wherethetenderershallprovidedetailedinformation onsuchtechnicalperformancecharacteristicsinrespecttothecorrespondingacceptableorguaranteedvalues.

2.4 WhentheProcuringEntityrequeststhatthetendererprovidesinitsTenderapartorallofthe TechnicalSpecifications,technicalschedules,orothertechnicalinformation,theProcuringEntityshallspecifyindetailthenatureandextentoftherequiredinformationandthemannerinwhichithastobepresentedbythetendererinitsTender.

2.5 IfasummaryoftheTechnicalSpecifications(TS)hastobeprovided,theProcuringEntityshallinsertinformationinthetablebelow.Thetenderershallprepareasimilartabletojustifycompliancewiththerequirements.

SummaryofTechnicalSpecifications: TheGoodsandRelatedServicesshallcomplywithfollowingTechnicalSpecificationsandStandards:

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

DetailedTechnicalSpecificationsandStandards

OFFICE STATIONERY & G.I.S PRINTING MATERIALS:

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	Quantity	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE (Kshs.)	REMARKS
1.	Duplicating Paper A4 White (500 papers)	Ream	As and When Required			
2.	Duplicating Paper A4 Colored (500 papers)	Ream	AWR			
3.	Duplicating Paper (500 papers)	Ream	AWR			
4.	Ink Duplicating	Tube	AWR			
5.	White Out	Bottle	AWR			
6.	Correcting Fluid Stencils	Bottle	AWR			
7.	Stencils	Pkt.	AWR			
8.	Typing Paper A4 White (500 papers)	Ream	AWR			

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	Quantity	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE (Kshs.)	REMARKS
9.	Typing Paper A4 Colored (500 papers)	Ream	AWR			
10.	Carbon papers Blue – pelican	Pkt	AWR			
11.	Carbon Papers Black – Pelican	Pkt	AWR			
12.	Carbon Papers Blue Pelican	Pkt	AWR			
13.	Envelopes medium 3.6” x 6” (small) – (Branded Baringo county government)	Pkt	AWR			
14.	Envelopes medium 3.6” x 6” (small) – Not branded	Pkt	AWR			
15.	Envelopes medium 9” x 4” (A6) – (Branded Baringo county government)	Pkt	AWR			
16.	Envelopes medium 9” x 4” (A6) - Not branded	Pkt	AWR			
17.	Envelopes large size 9” x 6” (A5) – (Branded Baringo county government)	Pkt	AWR			
18.	Envelopes large size 9” x 6” (A5) – Not branded	Pkt	AWR			
19.	Envelopes Extra large size 13” x 9” (A4) – (Branded Baringo county government)	Pkt	AWR			
20.	Envelopes medium 18” x 12” (A3) – (Branded Baringo county government)	Pkt	AWR			
21.	Envelopes medium 18” x 12” (A3) – Not branded	Pkt	AWR			
22.	Thermal rolls 79mm x 80mm x 13mm	No.	AWR			
23.	Thermal rolls 57mm x 40mm x 13mm	No.	AWR			
24.	Hardcover books 1 quire– (Branded Baringo county government)	No.	AWR			
25.	Hardcover books 1 quire – Not branded	No.	AWR			
26.	Hardcover book 2 quire– (Branded Baringo county	No	AWR			

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	Quantity	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE (Kshs.)	REMARKS
	government)					
27.	Hardcover book 2 quire–Not branded	No.	AWR			
28.	Hardcover books 3 quire– (Branded Baringo county government)	No	AWR			
29.	Hardcover books 3 quire– Not branded	No.	AWR			
30.	Hardcover books 4 quire– (Branded Baringo county government)	No	AWR			
31.	Hardcover books 4 quire– Not branded	No.	AWR			
32.	Machine Roll 2” (56mm)	Roll	AWR			
33.	Machine Roll 2”2” (62mm)	Roll	AWR			
34.	Machine Roll $2^3/4$ (87 mm)	Roll	AWR			
35.	Typewriter Eraser (pencil)	No.	AWR			
36.	Stapling Machine 50/60 (Medium – Ordinary)	No	AWR			
37.	Pins Paper – small	Pkt.	AWR			
38.	Staple pins (24/6)	Pkt	AWR			
39.	Paper clips (large)	Pkt	AWR			
40.	Paper clips (small)	Pkt	AWR			
41.	Paper clips (large)	Pkt	AWR			
42.	Biro pens – Blue– (Branded Baringo county government)	Pkt	AWR			
43.	Biro pens – Blue– Not branded	Pkt	AWR			
44.	Biro pens – Red– (Branded Baringo county government)	Pkt	AWR			
45.	Biro pens – Red– Not branded	Pkt	AWR			

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	Quantity	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE (Kshs.)	REMARKS
46.	Biro Pens – Black– (Branded Baringo county government)	Pkt	AWR			
47.	Biro Pens – Black– Not branded	Pkt	AWR			
48.	Pencil HP, England– (Branded Baringo county government)	Pkt	AWR			
49.	Cellotape 2”	Roll	AWR			
50.	Cellotape 1.12$^{1}/_{2}$” x 65	Roll	AWR			
51.	Field Note Book– (Branded Baringo county government)	No.	AWR			
52.	Acco Fasteners small	Pkt	AWR			
53.	Acco Fasteners – Large	Pkt	AWR			
54.	Rulers Plastic 30cm– (Branded Baringo county government)	No.	AWR			
55.	Rulers Plastic 30cm– Not branded	No.	AWR			
56.	Rulers Plastic 40 cm– (Branded Baringo county government)	No	AWR			
57.	Rulers Plastic 40 cm– Not branded	No.	AWR			
58.	Paper Punch – Small	No	AWR			
59.	Paper Punch Heavy Duty	No	AWR			
60.	Ruled Paper – Full scap (500 papers)	Ream	AWR			
61.	Clip bulldog – small	No	AWR			
62.	Clip Bulldog – Large	No	AWR			
63.	Stamp Pad	No	AWR			
64.	Stamp pad ink	No	AWR			

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	Quantity	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE (Kshs.)	REMARKS
65.	Ribbon Typewriter Electric	No	AWR			
66.	Glue Paste	Bottle	AWR			
67.	Waste Paper basket	No.	AWR			
68.	Ribbon Typewriter Olivetti ($12^1/_2$ mm)	No	AWR			
69.	Ribbon Typewriter Imperial Black – Red	No	AWR			
70.	Ribbon Typewriter $12^1/_2$ mm black – red	No	AWR			
71.	Chalk – white	No	AWR			
72.	Chalk – coloured	No	AWR			
73.	Erazor Rubber Type	No	AWR			
74.	Ruled papers (double sheet) 500 papers	Ream	AWR			
75.	Shorthand note books– (Branded Baringo county government)	No	AWR			
76.	Shorthand note books– Not branded	No	AWR			
77.	Filing laces small 5”	Pkt	AWR			
78.	Filing laces small 6”	Pkt	AWR			
79.	Photocopy papers (500 papers)	Ream	AWR			
80.	Oil type writer	Bottle	AWR			
81.	File folders (Hard papers) – (Branded Baringo county government)	No.	AWR			
82.	File folders (Hard papers) – Not branded	No.	AWR			
83.	Spring file (Plastic) – (Branded Baringo county government)	No.	AWR			
84.	Sealing Wax sticks	Pkt.	AWR			

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	Quantity	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE (Kshs.)	REMARKS
85.	Ink cartridge (Black/colour)	No.	AWR			
86.	Box files (large) – (Branded Baringo county government)	No.	AWR			
87.	Box files (large) – Not branded	No.	AWR			
88.	Box files (small) – (Branded Baringo county government)	No.	AWR			
89.	Box files (small) – Not branded	No.	AWR			
90.	Stapling Machine (heavy duty)	No.	AWR			
91.	Staple Pins 9/14 (Big stapler)	Pkt	AWR			
75.	Sticker	Pkt	AWR			
76.	Pritt glue 48g	stick	AWR			
77	Anti-virus 3 in one user (kapersky)	pc	AWR			
78	Calculator casio (medium)	No.	AWR			
79.	Stapler (ordinary) small 24/6	No.	AWR			
80.	Hard disk transcend (500 GB)	No.	AWR			
81.	Executive diaries A5– (Branded Baringo county government)	No.	AWR			
82.	Executive diaries A5– Not branded	No.	AWR			
83.	Executive diaries A4– (Branded Baringo county government)	No.	AWR			
84.	Executive diaries A3– (Branded Baringo county government)	No.	AWR			
	Executive diaries A4– Not branded	No.	AWR			
85.	Executive pen	Pc	AWR			

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	Quantity	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE (Kshs.)	REMARKS
86.	Binding machine	No.	AWR			
87.	Binding covers	ream	AWR			
88.	Binding tapes	pc	AWR			
89.	Spirals	pc	AWR			
90.	Highlighter	Pc	AWR			
91.	Note book (executive) – (Branded Baringo county government)	pc	AWR			
	Note book (executive) – Not branded	pc	AWR			
92.	Note book (spiral) – (Branded Baringo county government)	pc	AWR			
	Note book (spiral) – Not branded	pc	AWR			
93.	Presentation folders– (Branded Baringo county government)	pc	AWR			
	Presentation folders– Not branded	pc	AWR			
94.	Felt pen	pc	AWR			
95.	White out	Bottle	AWR			
96. (a)	Toner cartridges for HP Printer: No. 10A	No	AWR			
(b)	No. 11A	No	AWR			
(c)	No. 12A	No	AWR			
(d)	No. 13A	No	AWR			
(e)	No. 15A	No	AWR			
(f)	No. 26A	No	AWR			
(g)	No. 83A	No	AWR			

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	Quantity	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE (Kshs.)	REMARKS
(e)	No. 85A	No	AWR			
(f)	No. 05A	No	AWR			
(h)	No. 90A	No	AWR			
97. (a)	Ink Cartridges for HP Printer: 121	No	AWR			
(b)	122	No	AWR			
(c)	129	No	AWR			
(d)	130	No	AWR			
(e)	131	No	AWR			
(f)	80A	No	AWR			
(g)	226A	No	AWR			
(h)	78A	No	AWR			
(1)	130A	No	AWR			
(j)	CF226A	No	AWR			
(k)	32A	No	AWR			
(l)	30A	No	AWR			
(m)	83A	No	AWR			
98 (a)	Printer HP Laserjet MFP m281fdw -202A yellow -202A magenta -202A cyan -202A black	set	AWR			
(b)	Printer HP COLOR Laserjet PRO MFP m479fdw -414A-cyan	set	AWR			

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	Quantity	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE (Kshs.)	REMARKS
	-414A-magenta -414A-yellow -414A-black					
(c)	TK-5040	No	AWR			
(d)	Printer HP color laserjet CP4025- HP648A-cyan-CE261A - HP648A-magenta-CE263A - HP648A-yellow-CE262A - HP647A-black-CE260A	set	AWR			
(e)	TK-4105	No	AWR			
(f)	3110D-BLACK	No	AWR			
(g)	HP 05(CE505D,CE505A,-BLACK	No	AWR			
(h)	HP 26A BLACK	No	AWR			
(i)	HP 90A BLACK	No	AWR			
(j)	TK-4105-BLACK	No	AWR			
(k)	Printer HP laserjet PRO 200 color MFP m276n - HP 131A(CF210A)-BLACK - HP 131A(CF211A)-CYAN - HP 131A(CF212A)-YELLOW - HP 131A(CF213A)-MAGENTA	set	AWR			
(l)	Printer HP laserjet PRO 400 Color m451nw –HP305A(2090)-BLACK –HP305A(2600)- CYAN –HP305A(2600)- YELLOW –HP305A(2600)- MAGENTA	set	AWR			

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	Quantity	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE (Kshs.)	REMARKS
99. (a)	Photocopier Toner: Kyocera	No.	AWR			
(b)	Sharp	No.	AWR			
	Ricoh	No.	AWR			
100. (a)	Flash Disk 1 GB	No.	AWR			
(b)	2 GB	No.	AWR			
©	4 GB	No.	AWR			
(d)	6 GB	No	AWR			
(e)	8 GB	No	AWR			
(f)	16 GB	No	AWR			
(g)	32 GB	No	AWR			
(h)	64 GB	No	AWR			
(i)	128GB	No	AWR			

GIS LAB ITEMS: DEPARTMENT OF LANDS:

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	Quantity	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE (Kshs.)	REMARKS
1(a)	Printing papers- 42 inch	roll	AWR			
(b)	Gloss paper 180gsm(91.44cmx30m)	roll	AWR			
(c)	Coated paper100gsm(91.44cmx30m)	roll	AWR			
(d)	Tracing paper (91.44cmx30m)	roll	AWR			
(e)	Ammonia paper (91.44 cmx30 m)	roll	AWR			
(f)	Dura film (91.44 cmx 30 m)	roll	AWR			
2 (a)	**Canon image PROGRAF TX-400 printer ink:** PF-310 MBK					
(b)	PFI-310 BK	pc	AWR			
©	PFI-310Y	pc	AWR			
(d)	PFI-310M	pc	AWR			
(e)	PFI-310C	pc	AWR			
(f)	Maintenance cartridge MC-20	pc	AWR			
(g)	Printer head PF-06	pc	AWR			
3	Hard disks- 1 TB	pc	AWR			
4	Hard disks- 2 TB	Pc	AWR			
5	Heavy Duty Paper shredder	No	AWR			

6	Network switch, routers and network cables	pc	AWR			
7	UPS (power back-up)	pc	AWR			

PRINTER CONSUMABLES- TONER CARTRIDGES AND INKJET CARTRIDGES

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
1.	EPSON AcuLaser C1100/CX11/CX11N	187		NO.	AWR			
2.	EPSON AcuLaser C1100/CX11/CX11N	188		NO.	AWR			
3.	EPSON AcuLaser C1100/CX11/CX11N	189		NO.	AWR			
4.	EPSON AcuLaser C1100/CX11/CX11N	190		NO.	AWR			
5.	RICOH Aficio SP C220N/220S/221N/221SF/C222DN/222SF	406094		NO.	AWR			
6.	RICOH Aficio SP C220N/220S/221N/221SF/C222DN/222SF	406097		NO.	AWR			
7.	RICOH Aficio SP C220N/220S/221N/221SF/C222DN/222SF	406100		NO.	AWR			
8.	RICOH Aficio SP C220N/220S/221N/221SF/C222DN/222SF	406106		NO.	AWR			
9.	XEROX Work Centre PE120/PE120i	013R00606		NO.	AWR			
10.	XEROX Work Centre PE220	013R00621		NO.	AWR			
11.	XEROX Work Centre 3119	013R00625		NO.	AWR			
12.	XEROX Phaser 6110	106R00271		NO.	AWR			
13.	XEROX Phaser 6110	106R00272		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
14.	XEROX Phaser 6110	106R00273		NO.	AWR			
15.	XEROX Phaser 6110	106R00274		NO.	AWR			
16.	XEROX Phaser 6100/6100D/6100BD/6100DN	106R00680		NO.	AWR			
17.	XEROX Phaser 6100/6100D/6100BD/6100DN	106R00681		NO.	AWR			
18.	XEROX Phaser 6100/6100D/6100BD/6100DN	106R00682		NO.	AWR			
19.	XEROX Phaser 6100/6100D/6100BD/6100DN	106R00684		NO.	AWR			
20.	XEROX Phaser 3450/3450B	106R00688		NO.	AWR			
21.	XEROX Phaser 3420/3425	106R01034		NO.	AWR			
22.	XEROX Phaser 3117	106R01159		NO.	AWR			
23.	XEROX Phaser 3428D/3428DN	106R01246		NO.	AWR			
24.	XEROX Phaser 6130/6125	106R01278		NO.	AWR			
25.	XEROX Phaser 6130/6125	106R01279		NO.	AWR			
26.	XEROX Phaser 6130/6125	106R01280		NO.	AWR			
27.	XEROX Phaser 6130/6125	106R01281		NO.	AWR			
28.	XEROX Phaser 3250	106R01373		NO.	AWR			
29.	XEROX Phaser 3435D/3435DN	106R01414		NO.	AWR			
30.	XEROX WorkCentre 3210/3220	106R01485		NO.	AWR			
31.	XEROX Phaser 3110/3210	109R00639		NO.	AWR			
32.	XEROX Phaser 3130/3120/3115/3121	109R00725		NO.	AWR			
33.	XEROX Phaser 3150	109R00747		NO.	AWR			
34.	XEROX Phaser 3116	109R00748		NO.	AWR			
35.	LEXMARK E210	10S0063		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
36.	XEROX P8E/P8EX/W390/W385	113R00296		NO.	AWR			
37.	XEROX Phaser 3200MFP	113R00730		NO.	AWR			
38.	LEXMARK E120/E120N	12017SR		NO.	AWR			
39.	LEXMARK E120/E120N	12026XW		NO.	AWR			
40.	LEXMARK T520/T522/X520/X522S	12A6730		NO.	AWR			
41.	LEXMARK T630/T632/T634/X630/X632/X634	12A7362		NO.	AWR			
42.	LEXMARK E230/232/E234/E240/E330/E332/E340/E342	12A8302		NO.	AWR			
43.	LEXMARK T430/T430D/T430DN	12A8325		NO.	AWR			
44.	RICOH Aficio CL800/CL1000N/CL210SF	140BLA		NO.	AWR			
45.	RICOH Aficio CL800/CL1000N/CL210SF	140CYN		NO.	AWR			
46.	RICOH Aficio CL800/CL1000N/CL210SF	140MAG		NO.	AWR			
47.	RICOH Aficio CL800/CL1000N/CL210SF	140YLW		NO.	AWR			
48.	XEROX Phaser 3300MFP	160R01411		NO.	AWR			
49.	LEXMARK X215	18S0090		NO.	AWR			
50.	LEXMARK C510/C510N	20K1400		NO.	AWR			
51.	LEXMARK C510/C510N	20K1401		NO.	AWR			
52.	LEXMARK C510/C510N	20K1402		NO.	AWR			
53.	LEXMARK C510/C510N	20K1403		NO.	AWR			
54.	LEXMARK E230/232/E234/E240/E330/E332/E340/E342	24035SA		NO.	AWR			
55.	Canon LBP 5200/MF8170C/8170C	301/701BK		NO.	AWR			
56.	Canon LBP 5200/MF8170C/8170C	301/701C		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
57.	Canon LBP 5200/MF8170C/8170C	301/701M		NO.	AWR			
58.	Canon LBP 5200/MF8170C/8170C	301/701Y		NO.	AWR			
59.	Canon LBP 5960/5970/5975	302/702/102BK		NO.	AWR			
60.	Canon LBP 5960/5970/5975	302/702/102C		NO.	AWR			
61.	Canon LBP 5960/5970/5975	302/702/102M		NO.	AWR			
62.	Canon LBP 5960/5970/5975	302/702/102Y		NO.	AWR			
63.	Canon LBP 5000/5100	307/707BK		NO.	AWR			
64.	Canon LBP 5000/5100	307/707C		NO.	AWR			
65.	Canon LBP 5000/5100	307/707M		NO.	AWR			
66.	Canon LBP 5000/5100	307/707Y		NO.	AWR			
67.	Canon LBP 5300/5360/MF9130/9170/8450	311/711BK		NO.	AWR			
68.	Canon LBP 5300/5360/MF9130/9170/8450	311/711C		NO.	AWR			
69.	Canon LBP 5300/5360/MF9130/9170/8450	311/711M		NO.	AWR			
70.	Canon LBP 5300/5360/MF9130/9170/8450	311/711Y		NO.	AWR			
71.	Canon LBP 5050/5050N	316/716BK		NO.	AWR			
72.	Canon LBP 5050/5050N	316/716C		NO.	AWR			
73.	Canon LBP 5050/5050N	316/716M		NO.	AWR			
74.	Canon LBP 5050/5050N	316/716Y		NO.	AWR			
75.	Canon LBP 7200/7200CN/7200CDN/MF8330CDN/8350CDN	318/718BK		NO.	AWR			
76.	Canon LBP 7200/7200CN/7200CDN/MF8330CDN/8350CDN	318/718C		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
77.	Canon LBP 7200/7200CN/7200CDN/MF8330CDN/8350CDN	318/718M		NO.	AWR			
78.	Canon LBP 7200/7200CN/7200CDN/MF8330CDN/8350CDN	318/718Y		NO.	AWR			
79.	Canon LBP 7750CDN/7700C	323/723BK		NO.	AWR			
80.	Canon LBP 7750CDN/7700C	323/723C		NO.	AWR			
81.	Canon LBP 7750CDN/7700C	323/723M		NO.	AWR			
82.	Canon LBP 7750CDN/7700C	323/723Y		NO.	AWR			
83.	LEXMARK T640/T642/T644 Series	64016HE		NO.	AWR			
84.	RICOH Aficio SP C231SF/C232SF/C311N/C312DN	C310A(406344)		NO.	AWR			
85.	RICOH Aficio SP C231SF/C232SF/C311N/C312DN	C310A(406345)		NO.	AWR			
86.	RICOH Aficio SP C231SF/C232SF/C311N/C312DN	C310A(406346)		NO.	AWR			
87.	RICOH Aficio SP C231SF/C232SF/C311N/C312DN	C310A(406347)		NO.	AWR			
88.	LEXMARK C500/C500N/X500/X502	C500H2CG		NO.	AWR			
89.	LEXMARK C500/C500N/X500/X502	C500H2KG		NO.	AWR			
90.	LEXMARK C500/C500N/X500/X502	C500H2MG		NO.	AWR			
91.	LEXMARK C500/C500N/X500/X502	C500H2YG		NO.	AWR			
92.	LEXMARK C522N/C524N/524DN/C532N/C534DN	C5220CS		NO.	AWR			
93.	LEXMARK C522N/C524N/524DN/C532N/C534DN	C5220KS		NO.	AWR			
94.	LEXMARK C522N/C524N/524DN/C532N/C534DN	C5220MS		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
95.	LEXMARK C522N/C524N/524DN/C532N/C534DN	C5220YS		NO.	AWR			
96.	LEXMARK C540/C543/C544/X543/X544	C540H1CG		NO.	AWR			
97.	LEXMARK C540/C543/C544/X543/X544	C540H1KG		NO.	AWR			
98.	LEXMARK C540/C543/C544/X543/X544	C540H1MG		NO.	AWR			
99.	LEXMARK C540/C543/C544/X543/X544	C540H1YG		NO.	AWR			
100.	Canon LBP-250, 350, 800,810,1100, 1110, 1110SE, 1120	Canon EP-22		NO.	AWR			
101.	Canon LBP 1210	Canon EP-25		NO.	AWR			
102.	Canon LBP MF3110/3220/3228/3240/5630/5650/5730/5750/5770	Canon EP-26		NO.	AWR			
103.	Canon LBP-250, 350, 800,810,1100, 1110, 1110SE, 1120	Canon EP-27		NO.	AWR			
104.	Canon Fax L200,220,240,250,260,280,290,300,350,360,380,388 L2050, 2060, 3500,4000,4500,6000	Canon FX3		NO.	AWR			
105.	Samsung CLP-300/300N CLX2160/2160N CLX-316N/3160FN	CLP-C300A		NO.	AWR			
106.	Samsung CLP-350N/351NK/351NKG	CLP-C350A		NO.	AWR			
107.	Samsung CLP-600/600N/600ND/650/650N	CLP-C600A		NO.	AWR			
108.	Samsung CLP-660/660ND/610ND	CLP-C660A/B		NO.	AWR			
109.	Samsung CLP-300/300N CLX2160/2160NCLX-316N/3160FN	CLP-K300A		NO.	AWR			
110.	Samsung CLP-350N/351NK/351NKG	CLP-K350A		NO.	AWR			
111.	Samsung CLP-600/600N/600ND/650/650N	CLP-K600A		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
112.	Samsung CLP-660/660ND/610ND	CLP-K660A/B		NO.	AWR			
113.	Samsung CLP-300/300N CLX2160/2160NCLX-316N/3160FN	CLP-M300A		NO.	AWR			
114.	Samsung CLP-350N/351NK/351NKG	CLP-M350A		NO.	AWR			
115.	Samsung CLP-600/600N/600ND/650/650N	CLP-M600A		NO.	AWR			
116.	Samsung CLP-660/660ND/610ND	CLP-M660A/B		NO.	AWR			
117.	Samsung CLP-300/300NCLX2160/2160NCLX-316N/3160FN	CLP-Y300A		NO.	AWR			
118.	Samsung CLP-350N/351NK/351NKG	CLP-Y350A		NO.	AWR			
119.	Samsung CLP-600/600N/600ND/650/650N	CLP-Y600A		NO.	AWR			
120.	Samsung CLP-660/660ND/610ND	CLP-Y660A/B		NO.	AWR			
121.	Samsung CLP-310N/315 CLX-3170N/3175FN/3175/3175N/3175FN	CLT-C409S		NO.	AWR			
122.	Samsung CLP-310N/315 CLX-3170N/3175FN/3175/3175N/3175FN	CLT-K409S		NO.	AWR			
123.	Samsung CLP-310N/315 CLX-3170N/3175FN/3175/3175N/3175FN	CLT-M409S		NO.	AWR			
124.	Samsung CLP-310N/315 CLX-3170N/3175FN/3175/3175N/3175FN	CLT-Y409S		NO.	AWR			
125.	XEROX Douprint 202/255/305	CR350251		NO.	AWR			
126.	Canon MF7120/7280/7460/7470/7480	CRG 305/705/105		NO.	AWR			
127.	Canon MF6530/6540/6540PL/6550/6560PL/6580/6580PL	CRG 306/706/106		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
	MF6590/6595/6595CX							
128.	Canon LB3018/3108/3100/3010/3050	CRG 912/712/312		NO.	AWR			
129.	Canon FAX L380/L390/L390S	CRG T		NO.	AWR			
130.	Canon MF3112/3220/3222/5630/5650 MF5730/5750/5770	CRG U		NO.	AWR			
131.	Canon D323/383, L390/398	CRG W		NO.	AWR			
132.	Canon LBP 2900/2900B/3000	CRG303/703		NO.	AWR			
133.	Canon LBP 3300/3360	CRG308/708		NO.	AWR			
134.	Canon LBP 3500	CRG309/709		NO.	AWR			
135.	Canon LBP 3460/3410	CRG310/710		NO.	AWR			
136.	Canon LBP 3250	CRG313/713		NO.	AWR			
137.	Canon LBP 3310/3370	CRG315/715		NO.	AWR			
138.	XEROX Douprint 525A	CT200649		NO.	AWR			
139.	XEROX Douprint 525A	CT200650		NO.	AWR			
140.	XEROX Douprint 525A	CT200651		NO.	AWR			
141.	XEROX Douprint 525A	CT200652		NO.	AWR			
142.	XEROX C1110/1110/6130	CT201118		NO.	AWR			
143.	XEROX C1110/1110/6130	CT201119		NO.	AWR			
144.	XEROX C1110/1110/6130	CT201120		NO.	AWR			
145.	XEROX C1110/1110/6130	CT201121		NO.	AWR			
146.	XEROX DocuPrint C1190FS	CT201260		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
147.	XEROX DocuPrint C1190FS	CT201261		NO.	AWR			
148.	XEROX DocuPrint C1190FS	CT201262		NO.	AWR			
149.	XEROX DocuPrint C1190FS	CT201263		NO.	AWR			
150.	XEROX DocuPrint C2120	CT201307		NO.	AWR			
151.	XEROX DocuPrint C2120	CT201308		NO.	AWR			
152.	XEROX DocuPrint C2120	CT201309		NO.	AWR			
153.	XEROX DocuPrint C2120	CT201310		NO.	AWR			
154.	XEROX Douprint 210/211/181	CT350103		NO.	AWR			
155.	XEROX Douprint C2100/3210DX/3210SF	CT350504		NO.	AWR			
156.	XEROX DouprintC2100/3210DX/3210SF	CT350505		NO.	AWR			
157.	XEROX Douprint C2100/3210DX/3210SF	CT350506		NO.	AWR			
158.	XEROX Douprint C2100/3210DX/3210SF	CT350507		NO.	AWR			
159.	XEROX DocuPrint 203A/204A	CWAA0648		NO.	AWR			
160.	XEROX DocuPrint 203A/204A	CWAA0649		NO.	AWR			
161.	BROTHER HL-2140/2150N/2170W MFC-7340/7440N/7450/7840W DCP-7030/7040	DR-2100/360		NO.	AWR			
162.	BROTHER HL-5240D/5240L/5250DN/5280D MFC-8660DN/8670DN/8860DN/8870DW DCP-8060/8065DN/8460N	DR-3100/520		NO.	AWR			
163.	BROTHER HL-5340D/5350DN/5350DNLT/5370DW/5370DWT/5380 DNMFC-8880DN/8890DW DCP-8085DN	DR-3200/620		NO.	AWR			
164.	BROTHER HL-2030/2040/2070N/6050N MFC-7220/7225N/7240	DR-350/2000		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
	FAX-2080/2020							
165.	BROTHER HL-1030/1230/1240/1250/1270N HL1435/1440/1450/1470N MFC-8300/8500/9650/9660/9700/9760/9800/9870/9880 FAX8350P/8360P/8750P/4100E/4750E/5750E/DCP-1400	DR-6000/400		NO.	AWR			
166.	BROTHER HL-1650/1670/1850/1870N HL-5030/5040/5050/5070N MFC-8420/8020/8025/8820X/8820D/8820DN DCP-8020/8025D	DR-7000/500		NO.	AWR			
167.	Canon FC220,230,270,288,290,298,300,500,700,800,900,920, 950	E16/E30/E31/ E40		NO.	AWR			
168.	LEXMARK E250/E350/E352	E250A21A		NO.	AWR			
169.	LEXMARK E250/E350/E352	E250X22G		NO.	AWR			
170.	LEXMARK E450DN	E250X22G		NO.	AWR			
171.	LEXMARK E450DN	E250X22G		NO.	AWR			
172.	LEXMARK E120/E120N	E260A21E		NO.	AWR			
173.	LEXMARK X204N	E260A21E		NO.	AWR			
174.	LEXMARK E120/E120N	E260X22G		NO.	AWR			
175.	LEXMARK X204N	E260X22G		NO.	AWR			
176.	LEXMARK E450DN	E450H21E		NO.	AWR			
177.	LEXMARK E450DN	E450H21E		NO.	AWR			
178.	Canon LBP2000	EP-65		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
179.	RICOH Aficio FX150S/FX150SF	FX150LC/HC		NO.	AWR			
180.	Canon FAX L90/100/120/140/160/D480MF4010/4018/4120/4122/4140/4150/4270/4320D/4322D/4330D/4350D MF4370DN/4380DN/4660/4680/4680PL/4690PL	FX9/FX10/104		NO.	AWR			
181.	HP 4,4 PLUS,4M，4M PLUS,5,5N，5M,5SE Canon 8IV/80/860/1260	HP 92298A		NO.	AWR			
182.	HP 4VX,4MVX,4VC Canon LBP-BX,BXⅡ/B406G	HP C3900A		NO.	AWR			
183.	HP 5L,5ML,6L,6Lgold,3100,3150 Canon LP-440/460/465/660/210/310	HP C3906A		NO.	AWR			
184.	HP 5Si/5SiMX/5SiNX/8000	HP C3909A		NO.	AWR			
185.	HP 1100,1100A,3200 Canon LBP-800/810/1120	HP C4092A		NO.	AWR			
186.	HP 2100/2200 Series	HP C4096A		NO.	AWR			
187.	HP LJ4000,4000T,4000TN,4000N，4050,4050N，4050T, 4050TN Canon LBP-1760,1760N	HP C4127X Canon EP-52		NO.	AWR			
188.	HP 5000,5000N,5100SE,5100LE,5100,5100Ncanon LBP-62X/840/850/880/910	HP C4129X		NO.	AWR			
189.	HP 8100/8100N/8100DN/4100DTN	HP C4182X		NO.	AWR			
190.	HP 1000/1005/1200/3300/3380	HP C7115A		NO.	AWR			
191.	HP 4100/4100D/4100TN/4100DTN	HP C8061A		NO.	AWR			
192.	HP 9000/9040/9050	HP C8543X		NO.	AWR			
193.	HP Color LaserJet 4600N/4650 Series	HP C9720A		NO.	AWR			
194.	HP Color LaserJet 4600N/4650 Series	HP C9721A		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
195.	HP Color LaserJet 4600N/4650 Series	HP C9722A		NO.	AWR			
196.	HP Color LaserJet 4600N/4650 Series	HP C9723A		NO.	AWR			
197.	HP Color LaserJet 5500/5500N/5500DN/5500DTN 5500HDN/5550/5550N	HP C9730A		NO.	AWR			
198.	HP Color LaserJet 5500/5500N/5500DN/5500DTN 5500HDN/5550/5550N	HP C9731A		NO.	AWR			
199.	HP Color LaserJet 5500/5500N/5500DN/5500DTN 5500HDN/5550/5550N	HP C9732A		NO.	AWR			
200.	HP Color LaserJet 5500/5500N/5500DN/5500DTN 5500HDN/5550/5550N	HP C9733A		NO.	AWR			
201.	HP Color LaserJet CP6015N/6015DN/CP6015X/CP6015XH/CM6030/CM 6030F/CM6040F/ CM6040MFP	HP CB380A		NO.	AWR			
202.	HP Color LaserJet Pro 400 m401dw CF285A/CF278A/CF285A/CF280A	HPCF280A		NO.	AWR			
203.	HP Color LaserJet CP6015N/6015DN/CP6015X/CP6015XH/CM6030/CM 6030F/CM6040F/ CM6040MFP	HP CB381A		NO.	AWR			
204.	HP Color LaserJet CP6015N/6015DN/CP6015X/CP6015XH/CM6030/CM 6030F/CM6040F/ CM6040MFP	HP CB382A		NO.	AWR			
205.	HP Color LaserJet CP6015N/6015DN/CP6015X/CP6015XH/CM6030/CM 6030F/CM6040F/ CM6040MFP	HP CB383A		NO.	AWR			
206.	HP Color LaserJet CP4005N/4005DN	HP CB400A		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
207.	HP Color LaserJet CP4005N/4005DN	HP CB401A		NO.	AWR			
208.	HP Color LaserJet CP4005N/4005DN	HP CB402A		NO.	AWR			
209.	HP Color LaserJet CP4005N/4005DN	HP CB403A		NO.	AWR			
210.	HP P1005/P1006	HP CB435A		NO.	AWR			
211.	HP P1505/1505N/M1522N/M1522NF,P1120/1120N	HP CB436A		NO.	AWR			
212.	HP Color LaserJet CP1215/1515N/1518NI/CM1312NFI	HP CB540A		NO.	AWR			
213.	HP Color LaserJet CP1215/1515N/1518NI/CM1312NFI	HP CB541A		NO.	AWR			
214.	HP Color LaserJet CP1215/1515N/1518NI/CM1312NFI	HP CB542A		NO.	AWR			
215.	HP Color LaserJet CP1215/1515N/1518NI/CM1312NFI	HP CB543A		NO.	AWR			
216.	HP P4014N/4015N/4015TN/4515N/4515X	HP CC364A		NO.	AWR			
217.	HP P1007/P1008	HP CC388A		NO.	AWR			
218.	HP Color LaserJet CP2025N/2025DN/CP2025X/CM2320N/CM2320NF CM2320FXI	HP CC530A		NO.	AWR			
219.	HP Color LaserJet CP2025N/2025DN/CP2025X/CM2320N/CM2320NF CM2320FXI	HP CC531A		NO.	AWR			
220.	HP Color LaserJet CP2025N/2025DN/CP2025X/CM2320N/CM2320NF CM2320FXI	HP CC532A		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
221.	HP Color LaserJet CP2025N/2025DN/CP2025X/CM2320N/CM2320NF CM2320FXI	HP CC533A		NO.	AWR			
222.	HP Color LaserJet CP3525/3525N/CP3525DN/3525X/CM3530	HP CE250A		NO.	AWR			
223.	HP Color LaserJet CP3525/3525N/CP3525DN/3525X/CM3530	HP CE251A		NO.	AWR			
224.	HP Color LaserJet CP3525/3525N/CP3525DN/3525X/CM3530	HP CE252A		NO.	AWR			
225.	HP Color LaserJet CP3525/3525N/CP3525DN/3525X/CM3530	HP CE253A		NO.	AWR			
226.	HP P3015/P3015D/P3015DN/P3015X	HP CE255A		NO.	AWR			
227.	HP Color LaserJet CP4025N/4025DN/4525N/4525DN/4525XH	HP CE260A		NO.	AWR			
228.	HP Color LaserJet CP4025N/4025DN/4525N/4525DN/4525XH	HP CE261A		NO.	AWR			
229.	HP Color LaserJet CP4025N/4025DN/4525N/4525DN/4525XH	HP CE262A		NO.	AWR			
230.	HP Color LaserJet CP4025N/4025DN/4525N/4525DN/4525XH	HP CE263A		NO.	AWR			
231.	HP P1566, P1606DN	HP CE278A		NO.	AWR			
232.	HP P1100/P1102/P1102W/M1212NF	HP CE285A		NO.	AWR			
233.	HP P2035/P2035N/P2055/P2055N	HP CE505A		NO.	AWR			
234.	HP LaserJet 4200	HP Q1338A		NO.	AWR			
235.	HP LaserJet 4300	HP Q1339A		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
236.	HP 2300/2300D/2300N/2300DTN	HP Q2610A		NO.	AWR			
237.	HP 1010,1012,1015,1020,1022,1022N,1022NW,3015,3020,3030	HP Q2612A		NO.	AWR			
238.	HP 1300/1300N	HP Q2613A		NO.	AWR			
239.	HP LaserJet 1150	HP Q2624A		NO.	AWR			
240.	HP Color LaserJet 3500/3550	HP Q2670A		NO.	AWR			
241.	HP Color LaserJet 3500/3550	HP Q2671A		NO.	AWR			
242.	HP Color LaserJet 3500/3550	HP Q2672A		NO.	AWR			
243.	HP Color LaserJet 3500/3550	HP Q2673A		NO.	AWR			
244.	HP Color LaserJet 2550N/2550LN/2820/2840	HP Q3960A		NO.	AWR			
245.	HP Color LaserJet 2550N/2550LN/2820/2840	HP Q3961A		NO.	AWR			
246.	HP Color LaserJet 2550N/2550LN/2820/2840	HP Q3962A		NO.	AWR			
247.	HP Color LaserJet 2550N/2550LN/2820/2840	HP Q3963A		NO.	AWR			
248.	HP LaserJet 4250/4350 Series	HP Q5942A		NO.	AWR			
249.	HP LaserJet 4345/M4345 Series	HP Q5945A		NO.	AWR			
250.	HP 1160,1320,1320N	HP Q5949A		NO.	AWR			
251.	HP Color LaserJet 4700N/4700DN/4700TN/4700PH Plus	HP Q5950A		NO.	AWR			
252.	HP Color LaserJet 4700N/4700DN/4700TN/4700PH Plus	HP Q5951A		NO.	AWR			
253.	HP Color LaserJet 4700N/4700DN/4700TN/4700PH Plus	HP Q5952A		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
254.	HP Color LaserJet 4700N/4700DN/4700TN/4700PH Plus	HP Q5953A		NO.	AWR			
255.	HP Color LaserJet 1600/2600N/2605/2605DN/2605DTN/2650DTN/CM1015/CM1017	HP Q6000A		NO.	AWR			
256.	HP Color LaserJet 1600/2600N/2605/2605DN/2605DTN/2650DTN/CM1015/CM1017	HP Q6001A		NO.	AWR			
257.	HP Color LaserJet 1600/2600N/2605/2605DN/2605DTN/2650DTN/CM1015/CM1017	HP Q6002A		NO.	AWR			
258.	HP Color LaserJet 1600/2600N/2605/2605DN/2605DTN/2650DTN/CM1015/CM1017	HP Q6003A		NO.	AWR			
259.	HP Color LaserJet 4730/4730x/4730XM/4730XS/CM4730/CM4730F/CM4730FM/CM4730FSK	HP Q6460A		NO.	AWR			
260.	HP Color LaserJet 4730/4730x/4730XM/4730XS/CM4730/CM4730F/CM4730FM/CM4730FSK	HP Q6461A		NO.	AWR			
261.	HP Color LaserJet 4730/4730x/4730XM/4730XS/CM4730/CM4730F/CM4730FM/CM4730FSK	HP Q6462A		NO.	AWR			
262.	HP Color LaserJet 4730/4730x/4730XM/4730XS/CM4730/CM4730F/CM4730FM/CM4730FSK	HP Q6463A		NO.	AWR			
263.	HP Color LaserJet 3600/3600DN	HP Q6470A		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
264.	HP Color LaserJet CP3505N/3505DN/3505X/3800/3800N	HP Q6470A		NO.	AWR			
265.	HP Color LaserJet 3600/3600DN	HP Q6471A		NO.	AWR			
266.	HP Color LaserJet 3600/3600DN	HP Q6472A		NO.	AWR			
267.	HP Color LaserJet 3600/3600DN	HP Q6473A		NO.	AWR			
268.	HP 2410/2420/2430 Series	HP Q6511A		NO.	AWR			
269.	HP 5200/5200L/5200N/5200TN/5200DTN	HP Q7516A		NO.	AWR			
270.	HP LaserJet P3005/3005D/3005N/3005DN/3005X/M3027MFP/M3035 MFP/M3035XS MFP	HP Q7551A		NO.	AWR			
271.	HP P2015/P2015D/P2015N/P2015DN/P2015X	HP Q7553A		NO.	AWR			
272.	HP Color LaserJet 2700/3000N/3000DN	HP Q7560A		NO.	AWR			
273.	HP Color LaserJet 2700/3000N/3000DN	HP Q7561A		NO.	AWR			
274.	HP Color LaserJet 2700/3000N/3000DN	HP Q7562A		NO.	AWR			
275.	HP Color LaserJet 2700/3000N/3000DN	HP Q7563A		NO.	AWR			
276.	HP Color LaserJet CP3505N/3505DN/3505X/3800/3800N	HP Q7581A		NO.	AWR			
277.	HP Color LaserJet CP3505N/3505DN/3505X/3800/3800N	HP Q7582A		NO.	AWR			
278.	HP Color LaserJet CP3505N/3505DN/3505X/3800/3800N	HP Q7583A		NO.	AWR			
279.	HP Color LaserJet 1500/1500i/2500/2500i/2500N/2500TN/2550N/2550LN/2820/2840	HP Q9700A		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
280.	HP Color LaserJet 1500/1500i/2500/2500i/2500N/2500TN/2550N/2550LN/2820/2840	HP Q9701A		NO.	AWR			
281.	HP Color LaserJet 1500/1500i/2500/2500i/2500N/2500TN/2550N/2550LN/2820/2840	HP Q9702A		NO.	AWR			
282.	HP Color LaserJet 1500/1500i/2500/2500i/2500N/2500TN/2550N/2550LN/2820/2840	HP Q9703A		NO.	AWR			
283.	Samsung ML-1010,1020M,1210,1250,1430	ML-1210D3		NO.	AWR			
284.	Samsung ML-1610/1615 Dell D1100	ML-1610D2		NO.	AWR			
285.	Samsung ML-1710/1710P/1510/1520/1740/1750 SF-560,565P SCX-4016,4116,4216F	ML-1710D3		NO.	AWR			
286.	Samsung ML-2010/2010P/2015/2510/ML2570/2571N	ML-2010D3		NO.	AWR			
287.	Samsung ML-2250/2251N/2251NP/2252W	ML-2250D5		NO.	AWR			
288.	Samsung ML-3050/3051N/3051ND	ML-3050A		NO.	AWR			
289.	Samsung ML-3560/3561N/3561ND	ML-3560D6		NO.	AWR			
290.	Samsung ML-4100	ML-4100D3		NO.	AWR			
291.	Samsung ML-4500/4600	ML-4500D3		NO.	AWR			
292.	Samsung SF-5100,5100P,515,530,550 ML-808	ML-5100D3		NO.	AWR			
293.	Samsung ML-1630/SCX-4500	ML-D1630A		NO.	AWR			
294.	Samsung ML-2850D/2851DN	ML-D2850A/B		NO.	AWR			
295.	Samsung ML-4050N/4551N/4551DNR/4551NR	ML-D4550A		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
296.	Samsung SF-560R/565PR	ML-D560RA		NO.	AWR			
297.	Samsung ML-2245	MLT-D1065		NO.	AWR			
298.	Samsung ML-1640/1641/2241	MLT-D108S		NO.	AWR			
299.	Samsung SCX-4300	MLT-D109S		NO.	AWR			
300.	Samsung ML-5635HN	MLT-D208S/L		NO.	AWR			
301.	Samsung SCX-4824HN/4828HN	MLT-D209S/L		NO.	AWR			
302.	RICOH Aficio FX16/FAXSL315/FAXSL350	RICOH 1475		NO.	AWR			
303.	RICOH Aficio FX200/FAX200L	RICOH 2785		NO.	AWR			
304.	RICOH Aficio SP1000S/1000SF	RICOH SP1000C		NO.	AWR			
305.	EPSON EPL-5900/6100	S050087		NO.	AWR			
306.	EPSON AcuLaser C900/C1900	S050097		NO.	AWR			
307.	EPSON AcuLaser C900/C1900	S050098		NO.	AWR			
308.	EPSON AcuLaser C900/C1900	S050099		NO.	AWR			
309.	EPSON AcuLaser C900/C1900	S050100		NO.	AWR			
310.	EPSON EPL-6200/6200L	S050167		NO.	AWR			
311.	EPSON EPL-5900/6100	S051055		NO.	AWR			
312.	EPSON EPL-6200/6200L	S051099		NO.	AWR			
313.	Samsung SCX-4200	SCX-4200A		NO.	AWR			
314.	Samsung SCX-4321,4521F	SCX-4521D3		NO.	AWR			
315.	Samsung SCX-4520/4720F/4720FN	SCX4720D5		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
316.	Samsung SCX-4725F/4725FN	SCX-D4725A		NO.	AWR			
317.	Samsung SCX-5530FN/5530N	SCX-D5530A		NO.	AWR			
318.	LEXMARK T650/T652/T654 Series	T650H11E		NO.	AWR			
319.	BROTHER HL-2700CN MFC-9420CN	TN-04BK		NO.	AWR			
320.	BROTHER HL-2700CN MFC-9420CN	TN-04C		NO.	AWR			
321.	BROTHER HL-2700CNMFC-9420CN	TN-04M		NO.	AWR			
322.	BROTHER HL-2700CNMFC-9420CN	TN-04Y		NO.	AWR			
323.	BROTHER HL-4200CN	TN-12BK		NO.	AWR			
324.	BROTHER HL-4200CN	TN-12C		NO.	AWR			
325.	BROTHER HL-4200CN	TN-12M		NO.	AWR			
326.	BROTHER HL-4200CN	TN-12Y		NO.	AWR			
327.	BROTHER HL-4040CN/4050CDN/4070CDW DCP-9040CN/9045CDN MFC-9440CN/9840CDW	TN-135BK/115BK		NO.	AWR			
328.	BROTHER HL-4040CN/4050CDN/4070CDW DCP-9040CN/9045CDN MFC-9440CN/9840CDW	TN-135C/115C		NO.	AWR			
329.	BROTHER HL-4040CN/4050CDN/4070CDW DCP-9040CN/9045CDN MFC-9440CN/9840CDW	TN-135M/115M		NO.	AWR			
330.	BROTHER HL-4040CN/4050CDN/4070CDW DCP-9040CN/9045CDN MFC-9440CN/9840CDW	TN-135Y/115Y		NO.	AWR			
331.	BROTHER HL-2140/2150N/2170W MFC-7340/7440N/7450/7840W DCP-7030/7040	TN-2110/330		NO.	AWR			
332.	BROTHER HL-2140/2150N/2170W MFC-7340/7440N/7450/7840W DCP-7030/7040	TN-2120/360		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
333.	BROTHER HL-5240D/5240L/5250DN/5280D MFC-8660DN/8670DN/8860DN/8870DW DCP-8060/8065DN/8460N	TN-3130/550		NO.	AWR			
334.	BROTHER HL-5240D/5240L/5250DN/5280D MFC-8660DN/8670DN/8860DN/8870DW DCP-8060/8065DN/8460N	TN-3170/580		NO.	AWR			
335.	BROTHER HL-5340D/5350DN/5350DNLT/5370DW/5370DWT/5380 DN MFC-8880DN/8890DW DCP-8085DN	TN-3230/620		NO.	AWR			
336.	BROTHER HL-5340D/5350DN/5350DNLT/5370DW/5370DWT/5380 DN MFC-8880DN/8890DW DCP-8085DN	TN-3280/650		NO.	AWR			
337.	BROTHER HL-2030/2040/2070N/6050N MFC-7220/7225N/7240 FAX-2080/2020	TN-350/2000		NO.	AWR			
338.	BROTHER HL-1030/1230/1240/1250/1270N HL1435/1440/1450/1470N MFC-8300/8500/9650/9660/9700/9760/9800/9870/9880 FAX8350P/8360P/8750P/4100E/4750E/5750E/DCP-1400	TN-6300/430		NO.	AWR			
339.	BROTHER HL-1030/1230/1240/1250/1270N HL1435/1440/1450/1470N MFC-8300/8500/9650/9660/9700/9760/9800/9870/9880 FAX8350P/8360P/8750P/4100E/4750E/5750E/DCP-1400	TN-6600/460		NO.	AWR			
340.	BROTHER HL-1650/1670/1850/1870N HL-5030/5040/5050/5070N MFC-8420/8020/8025/8820X/8820D/8820DN DCP-8020/8025D	TN-7300/530		NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
341.	BROTHER HL-1650/1670/1850/1870N HL-5030/5040/5050/5070N MFC-8420/8020/8025/8820X/8820D/8820DN DCP-8020/8025D	TN-7600/560		NO.	AWR			
342.	LEXMARK X642E/X644E/X646E	X644H21P		NO.	AWR			
343.	LEXMARK X651/X652/X654/X656/X658 Series	X654H11P		NO.	AWR			
344.	TONNER TK 410			NO.	AWR			
345.	TONNER TN118			NO.	AWR			
346.	TONNER TK 5240K			NO.	AWR			
347.	TOONER CARTRIDGE 17A			NO.	AWR			
348.	TK 475	FS-6525		NO.	AWR			
349. T	TK 2105	TA-1800i		NO.	AWR			
350.	TK 475	FS-6525		NO.	AWR			
351.	TK 5150K	M 5526cdw		NO.	AWR			
352.	TK 5150C			NO.	AWR			
353.	TK 5150M			NO.	AWR			
354.	TK 5150Y			NO.	AWR			
355.	TK 475	FS-6525MFP		NO.	AWR			
356.	TK 2105	TA-1800i		NO.	AWR			
357.	TK 1140	M 2035dn		NO.	AWR			
358.	TK 8345K	TA-2551ci		NO.	AWR			
359.	TK 8345C			NO.	AWR			
360.	TK 8345M			NO.	AWR			

ITEM NO.	FOR USE IN	OEM PART NO.	PAGES PER CARTRIDGE	UNIT OF ISSUE	QTY	BRAND NAME/ COUNTRY OF ORIGIN	UNIT PRICE (KSHS.)	REMARKS
361.	TK 8345Y			NO.	AWR			

3. PHOTOCOPY PAPERS

S/NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	BRAND NAME / COUNTRY OF ORIGIN	UNIT PRICE	REMARKS
1	Photocopy Paper, A4, White,80 gsm	Ream	AWR			
2	Photocopy Paper, A4, Yellow,80 gsm	Ream	AWR			
3	Photocopy Paper, A4, Blue, 80 gsm	Ream	AWR			
4	Photocopy Paper, A4, Green, 80 gsm	Ream	AWR			
5	Photocopy Paper, A3, White, 80 gsm	Ream	AWR			
6	Photocopy Paper, A3, Yellow, 80 gsm	Ream	AWR			
7	Photocopy Paper, A3, Blue, 80 gsm	Ream	AWR			
8	Photocopy Paper, A3, Green, 80 gsm	Ream	AWR			

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTIONVI-GENERALCONDITIONSOFCONTRACT

1. Definitions

IntheConditionsofContract(“theseConditions”),whichincludeSpecialConditions,PartsAandB,andtheseGeneral Conditions,thefollowingwordsandexpressionsshallhavethemeaningsstated.Wordsindicatingpersonsorpartiesin cludecorporationsandotherlegalentities,exceptwherethecontextrequiresotherwise.

a) “Contract”meanstheContractAgreemententeredintobetweentheProcuringEntityandtheSupplier,together withtheContractDocumentsreferredtotherein,includingallattachments,appendices,andalldocumentsinco rporatedbyreferencetherein.

b) “ContractDocuments”meansthedocumentslistedintheContractAgreement,includinganyamendmentsther eto.

c) “ContractPrice”meansthepricepayabletotheSupplierasspecifiedintheContractAgreement,subjecttosucha dditionsandadjustmentstheretoordeductionstherefrom,asmaybemadepursuanttotheContract.

d) “Day”meanscalendarday.

e) “Completion”meansthefulfilmentoftheRelatedServicesbytheSupplierinaccordancewiththetermsandcon ditionssetforthintheContract.

f) “GCC”meanstheGeneralConditionsofContract.

g) “Goods”meansallofthecommodities,rawmaterial,machineryandequipment,and/orothermaterialsthattheS upplierisrequiredtosupplytotheProcuringEntityundertheContract.

h) “ProcuringEntity”meanstheProcuringEntitypurchasingtheGoodsandRelatedServices,as**specifiedintheS CC.**

i) “RelatedServices”meanstheservicesincidentaltothesupplyofthegoods,suchasinsurance,delivery,installat ion,commissioning,trainingandinitialmaintenanceandothersuchobligationsoftheSupplierundertheContra ct.

j) “SCC”meanstheSpecialConditionsofContract.

k) “Subcontractor”meansanyperson,privateorgovernmententity,oracombinationoftheabove,towhomanypar toftheGoodstobesuppliedorexecutionofanypartoftheRelatedServicesissubcontractedbytheSupplier.

l) “Supplier”meanstheperson,privateorgovernmententity,oracombinationoftheabove,whoseTendertoperfor mtheContracthasbeenacceptedbytheProcuringEntityandisnamedassuchintheContractAgreement.

m) **“BaseDate”**meansadate30daypriortothesubmissionoftenders.

n) **“Laws”**meansallnationallegislation,statutes,ordinances,andregulationsandby-lawsofanylegallyconstitutedpublicauthority.

o) **“LetterofAcceptance”**meanstheletterofformalacceptance,signedbythecontractor.ProcuringEntity,inclu dinganyannexedmemorandacomprisingagreementsbetweenandsignedbybothParties.

p) **“ProcuringEntity”**meanstheEntitynamedintheSpecialConditionsofContract.

2. Interpretation

2.1. Ifthecontextsorequiresit,singularmeanspluralandviceversa.

2.2. Incoterms

a) Unlessinconsistentwithanyprovisionoftheontract,themeaningofanytradetermandtherightsandobligationsofpartiesthereundershallbeasprescribedbyIncotermsspecifiedintheSCC.

b) ThetermsEXWandCIPandothersimilarterms,whenused,shallbegovernedbytherulesprescribedinthecurrenteditionofIncotermsspecifiedintheSCCandpublishedbytheInternationalChamberofCommerceinParis,France.

3. ContractDocuments

SubjecttotheorderofprecedencesetforthintheContractAgreement,alldocumentsformingtheContract(andallpartsthereof)areintendedtobecorrelative,complementary,andmutuallyexplanatory.TheContractAgreementshallbereadasawhole.ThedocumentsformingtheContractshallbeinterpretedinthefollowingorderofpriority:

a) theContractAgreement,
b) theLetterofAcceptance,
c) theGeneralConditionsofContract
d) SpecialConditionsofContract
e) theFormofTender,
f) theSpecificationsandSchedulesoftheDrawings(ifany),and
g) theSchedulesofRequirements,PriceScheduleandanyotherdocumentsformingpartoftheContract.

4. FraudandCorruption

3.1 Thesuppliershallcomplywithanti-corruptionlawsandguidelinesandtheprevailingsanctions,policiesandproceduresassetforthintheLawsofKenya.

3.2 TheSuppliershalldiscloseanycommissions,gratuityorfeesthatmayhavebeenpaidoraretobepaidtoagentsoranyotherpersonwithrespecttotheTenderingprocessorexecutionoftheContract.Theinformationdisclosedmustincludeatleastthenameandaddressoftheagentorotherparty,theamountandcurrency,andthepurposeofthecommission,gratuityorfee.

4.1 EntireAgreement

4.3.1TheContractconstitutestheentireagreementbetweentheProcuringEntityandtheSupplierandsupersedesallcommunications,negotiationsandagreements(whetherwrittenororal)ofthepartieswithrespecttheretomadepriortothedateofContract.

4.2 Amendment

NoamendmentorothervariationoftheContractshallbevalidunlessitisinwriting,isdated,expresslyreferstotheContract,andissignedbyadulyauthorizedrepresentativeofeachpartythereto.

4.3 Non-waiver

a) SubjecttoGCCSub-Clause4.5(b)below,norelaxation,forbearance,delay,orindulgencebyeitherpartyinenforcinganyoftheterms andconditionsoftheContractorthegrantingoftimebyeitherpartytotheothershallprejudice,affect,orrestricttherightsofthatpartyundertheContract,neithershallanywaiverbyeitherpartyofanybreachofContractoperateaswaiverofanysubsequentorcontinuingbreachofContract.

b) Anywaiverofaparty'srights,powers,orremediesundertheContractmustbeinwriting,dated,andsignedbyanauthorizedrepresentativeofthepartygrantingsuchwaiver,andmustspecifytherightandtheextenttowhichitisbeingwaived.

4.4 Severability

IfanyprovisionorconditionoftheContractisprohibitedorrenderedinvalidorunenforceable,suchprohibition,invalidityorunenforceabilityshallnotaffectthevalidityorenforceabilityofanyotherprovisionsandconditionsoftheContract.

5. Language

5.1 TheContractaswellasallcorrespondenceanddocumentsrelatingtotheContractexchangedbytheSupplierandtheProcuringEntity,shallbewrittenintheEnglishLanguage.SupportingdocumentsandprintedliteraturethatarepartoftheeontractmaybeinanotherlanguageprovidedtheyareaccompaniedbyanaccurateandcertifiedtranslationoftherelevantpassagesintheEnglishLanguage,inwhichcase,forpurposesofinterpretationoftheContract,theEnglishlanguageistranslationshallgovern.

5.2 TheSuppliershallbearallcostsoftranslationtothegoverninglanguageandallrisksoftheaccuracyofsuchtranslation, fordocumentsprovidedbytheSupplier.

6. JointVenture,ConsortiumorAssociation

6.1IftheSupplierisajointventure,consortium,orassociation,allofthepartiesshallbejointlyandseverallyliabletotheProcuringEntityforthefulfilmentoftheprovisionsoftheContractandshalldesignateonememberofthejointventure,consortium,orassociationtoactasaleaderwithauthoritytobindthejointventure,consortium,orassociation.Thecompositionortheconstitutionofthejointventure,consortium,orassociationshallnotbealteredwithoutthepriorwrittenconsentoftheProcuringEntity.

7. Eligibility

7.1 TheSupplieranditsSubcontractorsshallhavethenationalityofaneligiblecountry.ASupplierorSub-contractorshallbedeemedtohavethenationalityofacountryifitisacitizenorconstituted,incorporated,orregistered, andoperatesinconformitywiththeprovisionsofthelawsofthatcountry.

7.2 AllGoodsandRelatedServicestobesuppliedundertheContractshallhavetheiroriginin EligibleCountries.ForthepurposeofthisClause,originmeansthecountrywherethegoodshavebeengrown,mined,cultivated,produced,manufactured,orprocessed;orthroughmanufacture,processing,orassembly,anothercommerciallyrecognizedarticleresultsthatdifferssubstantiallyinitsbasiccharacteristicsfromitscomponents.

7.3 TheTenderer,ifaKenyanfirm,mustsubmitwithitstenderavalidtaxcompliancecertificatefromtheKenyaRevenueAuthority.

8. Notices

8.1 AnynoticegivenbyonepartytotheotherpursuanttotheContractshallbeinwritingtotheaddressspecifiedintheSCC. Theterm“inwriting”meanscommunicatedinwrittenformwithproofofreceipt.

8.2 Anoticeshallbeeffectivewhendeliveredoronthenotice'seffectivedate,whicheverislater.

9. GoverningLaw

9.1 TheContractshallbegovernedbyandinterpretedinaccordancewiththelawsofkenya.

9.2 ThroughouttheexecutionoftheContract,theSuppliershallcomplywiththeimportofgoodsandservicesprohibitions inKenya:

a) where,asamatteroflaw,complianceorofficialregulations,Kenyaprohibitscommercialrelationswiththatcountryoranyimportofgoodsfromthatcountryoranypaymentstoanycountry,person,orentityinthatcountry;or

b) byanactofcompliancewithadecisionoftheUnitedNationsSecurityCounciltakenunderChapterVIIoftheCharteroftheUnitedNations,Kenyaprohibitsanyimportofgoodsfromthatcountryoranypaymentstoanycountry, person,orentity.

10. SettlementofDisputes

10.1 TheProcuringEntityandtheSuppliershallmakeeveryefforttoresolveamicablybydirectnegotiationanydisagreementordisputearisingbetweenthemunderorinconnectionwiththeContract.

10.2 If,afterthirty(30)days,thepartieshavefailedtoresolvetheirdisputeordifferencebysuchmutualconsultation,theneithertheProcuringEntityortheSuppliermaygivenoticetotheotherpartyofitsintentiontocommence

arbitration,ashereinafterprovided,astothematterindispute,andnoarbitrationinrespectofthismattermaybecommencedunlesssuchnoticeisgiven.AnydisputeordifferenceinrespectofwhichanoticeofintentiontocommencearbitrationhasbeengiveninaccordancewiththisClauseshallbefinallysettledbyarbitration.Arbitrationmaybecommenced priortoorafterdeliveryoftheGoodsundertheContract.

10.2 Arbitrationproceedingsshallbeconductedasfollows:

10.2.1 AnyclaimordisputebetweenthePartiesarisingoutoforinconnectionwiththe Contractnotsettledamicablyinaccordancewith Sub-Clause 10.1 shallbefinallysettledbyarbitration.

10.2.2 Noarbitrationproceedingsshallbecommencedonanyclaimordisputewherenoticeofaclaimordisputehasnotbeengivenbytheapplyingpartywithinthirtydaysoftheoccurrenceordiscoveryofthematterorissuegivingrisetothedispute.

10.2.3 Notwithstandingtheissueofanoticeasstatedabove,thearbitrationofsuchaclaimordisputeshallnotcommenceunlessanattempthasinthefirstinstancebeenmadebythepartiestosettlesuchclaimordisputeamicablywithorwithouttheassistanceofthirdparties.Proofofsuchattemptshallberequired.

10.2.4 TheArbitratorshall,withoutprejudicetothegeneralityofhispowers,havepowerstodirectsuchmeasurements,computations,orvaluationsasmayinhisopinionbedesirableinordertodeterminetherightsofthepartiesandassessandawardanysumswhichoughttohavebeenthesubjectoforincludedinanyduepayments.

10.2.5 NeitherPartyshallbelimitedintheproceedingsbeforethearbitratorstotheevidence,ortothereasonsforthedisputegiveninitsnoticeofaclaimordispute.

10.2.6 Arbitrationmaybecommencedpriortoorafterdeliveryofthegoods.TheobligationsofthePartiesshallnotbealteredbyreasonofanyarbitrationbeingconductedduringtheprogressofthedeliveryofgoods.

10.2.7 Thetermsoftheremunerationofeachorallthemembersof Arbitrationshallbemutuallyagreeduponbythe Partieswhenagreeingthetermsofappointment.EachPartyshallberesponsibleforpayingone-halfofthisremuneration.

10.3 ArbitrationProceedings

10.3.1 Arbitrationproceedingswithnationalsupplierswillbeconductedinaccordancewiththe ArbitrationLawsofKenya.Incaseofanyclaimordispute,suchclaimordisputeshallbenotifiedinwritingbyeitherpartytotheotherwitharequestto submitittoarbitrationandtoconcurintheappointmentofan Arbitratorwithinthirtydaysofthenotice.Thedisputeshallbereferredtothearbitrationandfinaldecisionofapersonorpersonstobeagreedbetweentheparties.Failingagreement toconcurintheappointmentofan Arbitrator,the Arbitratorshallbeappointed,ontherequestoftheapplyingparty,bytheChairmanorVice Chairmanofanyofthefollowingprofessionalinstitutions;

i) KenyaNationalChamberofCommerce

ii) CharteredInstituteof Arbitrators(KenyaBranch)

iii) TheLawSocietyofKenya

10.3.2 Theinstitutionwrittentofirstbytheaggrievedpartyshalltakeprecedenceoverallotherinstitutions.

10.3.3 AlternativeArbitrationProceedings

Alternatively,thePartiesmayreferthemattertotheNairobiCentreforInternational Arbitration(NCIA)whichoffersaneutralvenuefortheconductofnationalandinternationalarbitrationwithcommitmenttoprovidinginstitutionalsupporttothearbitralprocess.

10.4 ArbitrationwithForeignSuppliers

10.4.1 Arbitrationwithforeignsuppliersshallbeconductedinaccordancewiththearbitrationrulesoftheunitednationscommissionon International Trade Law(UNCITRAL);orwithproceedingsadministeredbytheInternationalChamberofCommerce(ICC)andconductedundertheICCRulesof Arbitration;byoneormorearbitratorsappointedinaccordancewithsaidarbitrationrules.

10.4.2 Theplaceofarbitrationshallbealocationspecifiedinthe**SCC;**andthearbitrationshallbeconductedinthelanguagefo rcommunicationsdefinedinSub-Clause1.4[LawandLanguage].

10.5 AlternativeArbitrationProceedings

Alternatively,thePartiesmayreferthemattertotheNairobiCentreforInternationalArbitration(NCIA)whichoffers aneutralvenuefortheconductofnationalandinternationalarbitrationwithcommitmenttoprovidinginstitutionalsu pporttothearbitralprocess.

10.6 FailuretoComplywithArbitrator'sDecision

10.6.1 TheawardofsuchArbitratorshallbefinalandbindinguponthe parties.

10.6.1 IntheeventthataPartyfailstocomplywithafinalandbindingArbitrator'sdecision,thentheotherPartymay,withoutprejud icetoanyotherrightsitmayhave,referthemattertoacompetentcourtoflaw.

10.7 Contractoperationscontinue

Notwithstandinganyreferencetoarbitrationherein,

a) thepartiesshallcontinuetoperformtheirrespectiveobligationsundertheContractunlesstheyotherwiseagree; and

b) theProcuringEntityshallpaytheSupplieranymoniesduetheSupplier.

11. InspectionsandAuditbytheProcuringEntity

11.1 TheSuppliershallkeep,andshallcauseitsSubcontractorstokeep,accurateandsystematicaccountsandrecordsinres pectoftheGoodsinsuchformanddetailsaswillclearlyidentifyrelevanttime,changesandcosts.

11.2 Pursuanttoparagraph2.2ofInstructiontoTenderers,theSuppliershallpermitandshallcauseitssubcontractorstoper mit,theProcuringEntityand/orpersonsappointedbytheProcuringEntityorbyotherstatutorybodiesoftheGovernm enttoinspectthe Siteand/ortheaccountsandrecordsrelatingtotheprocurementprocess,selectionand/orcontractexe cution,andtohavesuchaccountsandrecordsauditedbyauditorsappointedbytheProcuringEntity.TheSupplier'sand itsSubcontractors'attentionisdrawntoSub-Clause3.1whichprovides,interalia,thatactsintendedtomateriallyimpedetheexerciseoftheProcuringEntity'sinsp ectionandauditrightsconstituteaprohibitedpracticesubjecttocontracttermination,aswellastoadeterminationofin eligibility.

12. ScopeofSupply

12.1 TheGoodsandRelatedServicestobesuppliedshallbeasspecifiedintheScheduleofRequirements.

3. DeliveryandDocuments

13.1 SubjecttoGCCSub-Clause33.1,thedeliveryoftheGoodsandcompletionoftheRelatedServicesshallbeinaccordancewiththeListofGo odsandDeliverySchedulespecifiedintheSupplyRequirements.Thedetailsofshippingandotherdocumentstobefur nishedbytheSupplierarespecifiedinthe**SCC.**

4. Supplier'sResponsibilities

14.1 TheSuppliershallsupplyalltheGoodsandRelatedServicesincludedintheScopeofSupplyinaccordancewit hGCCClause12,andtheDeliveryandCompletionSchedule,asperGCCClause13.

5. ContractPrice

15.1 PriceschargedbytheSupplierfortheGoodssuppliedandtheRelatedServicesperformedundertheContractshallnot varyfromthepricesquotedbytheSupplierinitsTender,withtheexceptionofanypriceadjustmentsauthorizedinthe**S CC.**

15.2 Wherethecontractpriceisdifferentfromthecorrectedtenderprice,inordertoensurethesupplierisnotpaidlessormor erelativetothecontractprice(*whichwouldbethetenderprice*),anypartialpaymentvaluationbased

onratesinthescheduleofpricesintheTender,willbeadjustedbyaplusorminuspercentage.Thepercentagealreadywo rkedoutduringtenderevaluationisworkedoutasfollows:*(correctedtenderprice–tenderprice)/tenderpriceX100*.

6. TermsofPayment

16.1 TheSuppliershallrequestforpaymentbysubmittinginvoice(s),deliverynote(s)andanyotherrelevantdocumentsas specifiedintheSCCtotheProcuringEntity.

16.2 PaymentsshallbemadepromptlybytheProcuringEntity,butnotlaterthanthirty(30)daysaftersubmissionofaninvoi cebytheSupplier,andaftertheProcuringEntityhasacceptedit.

16.3 WhereaProcuringEntityrejectsGoodsandRelatedServices,inpartorwholly,theprocuringEntityshallpromptlyinf ormtheSuppliertocollect,replaceorrectifyasappropriateandgivereasonsforrejection.TheSuppliershallsubmitafr eshinvoice,deliverynoteandanyotherrelevantdocumentsasspecifiedintheSCC.

16.4 ThecurrenciesinwhichpaymentsshallbemadetotheSupplierunderthisContractshallbethoseinwhichtheTenderpr iceisexpressed.

16.5 IntheeventthattheProcuringEntityfailstopaytheSupplieranypaymentbyitsduedateorwithintheperiodsetforthint he**SCC,**theProcuringEntitymaypaytotheSupplierinterestontheamountofsuchdelayedpaymentattherateshowni ntheSCC,fortheperiodofdelayuntilpaymenthasbeenmadeinfull,whetherbeforeorafterjudgmentorarbitrageawa rd.

TaxesandDuties

17.1TheSuppliershallbeentirelyresponsibleforalltaxes,duties,licensefees,andothersuchleviesincurredtodelivertheGoo dsandRelatedServicestotheProcuringEntityatthefinaldeliverypoint.

17.3Ifanytaxexemptions,reductions,allowancesorprivilegesmaybeavailabletotheSupplierinKenya,theSuppliershallin formtheProcuringEntityandtheProcuringEntityshalluseitsbesteffortstoenabletheSuppliertobenefitfromanysuc htaxsavingstothemaximumallowableextent.

7. PerformanceSecurity

18.1 IfrequiredasspecifiedintheSCC,theSuppliershall,withintwenty-eight(28)daysofthenotificationofcontractaward,provideaperformancesecurityfortheperformanceoftheContrac tintheamountspecifiedinthe**SCC.**

18.2 TheproceedsofthePerformanceSecurityshallbepayabletotheProcuringEntityascompensationforanylossresulti ngfromtheSupplier'sfailuretocompleteitsobligationsundertheContract.

18.3 Asspecifiedin**theSCC**,thePerformanceSecurity,ifrequired,shallbedenominatedinthecurrency(ies)oftheContra ct,orinafreelyconvertiblecurrencyacceptabletotheProcuringEntity;andshallbeinoneoftheformatsstipulatedbyt heProcuringEntityin**theSCC**,orinanotherformatacceptabletotheProcuringEntity.

18.4 ThePerformanceSecurityshallbedischargedbytheProcuringEntityandreturnedtotheSuppliernotlaterthanthirty(30)daysfollowingthedateofCompletionoftheSupplier'sperformanceobligationsundertheContract,includingan ywarrantyobligations,unlessspecifiedotherwiseinthe**SCC.**

8. Copyright

19.1Thecopyrightinalldrawings,documents,andothermaterialscontainingdataandinformationfurnishedtotheProcuring EntitybytheSupplierhereinshallremainvestedintheSupplier,or,iftheyarefurnishedtotheProcuringEntitydirectly orthroughtheSupplierbyanythirdparty,includingsuppliersofmaterials,thecopyrightinsuchmaterialsshallremain vestedinsuchthirdparty.

9. ConfidentialInformation

20.1 TheProcuringEntityandtheSuppliershallkeepconfidentialandshallnot,withoutthewrittenconsentoftheotherpart yhereto,divulgetoanythirdpartyanydocuments,data,orotherinformationfurnisheddirectlyorindirectlybytheothe rpartyheretoinconnectionwiththeContract,whethersuchinformationhasbeenfurnishedpriorto,duringorfollowin gcompletionorterminationoftheContract.Notwithstandingtheabove,theSuppliermayfurnishtoitsSub-Suppliersuchdocuments,data,andotherinformationitreceivesfromtheProcuringEntitytotheextentrequiredforth

eSubSuppliertoperformitsworkundertheContract,inwhicheventtheSuppliershallobtainfromsuchSubSupplierundertakingofconfidentialitysimilartothatimposedontheSupplierunderGCCClause20.

20.2 TheProcuringEntityshallnotusesuchdocuments,data,andotherinformationreceivedfromtheSupplierforanypurposesunrelatedtothecontract.Similarly,theSuppliershallnotusesuchdocuments,data,andotherinformationreceivedfromtheProcuringEntityforanypurposeotherthantheperformanceoftheContract.

20.3 TheobligationofapartyunderGCCSub-Clauses20.1and20.2above,however,shallnotapplytoinformationthat:

a) theProcuringEntityorSupplierneedtosharewithotherarmsofGovernmentorotherbodiesparticipatinginthefinancingoftheContract;suchpartiesshalldedisclosedin**theSCC;**

b) noworhereafterentersthepublicdomainthroughnofaultofthatparty;

c) canbeproventohavebeenpossessedbythatpartyatthetimeofdisclosureandwhichwasnotpreviouslyobtained,directlyorindirectly,fromtheotherparty;or

d) otherwiselawfullybecomesavailabletothatpartyfromathirdpartythathasnoobligationofconfidentiality.

20.4 TheaboveprovisionsofGCCClause20shallnotinanywaymodifyanyundertakingofconfidentialitygivenbyeitherofthepartiesheretopriortothedateoftheContractinrespectoftheSupplyoranypartthereof.

20.5 TheprovisionsofGCCClause20shallsurvivecompletionortermination,forwhateverreason,oftheContract.

10. Subcontracting

21.1 TheSuppliershallnotifytheProcuringEntityinwritingofallsubcontractsawardedundertheContractifnotalreadyspecifiedintheTender.Suchnotification,intheoriginalTenderorlatershallnotrelievetheSupplierfromanyofitsobligations,duties,responsibilities,orliabilityundertheContract.

21.2 SubcontractsshallcomplywiththeprovisionsofGCCClauses3and7.

11. SpecificationsandStandards

22.1 TechnicalSpecificationsandDrawings

a) TheGoodsandRelatedServicessuppliedunderthisContractshallconformtothetechnicalspecificationsandstandardsmentionedinSectionVI,ScheduleofRequirementsand,whennoapplicablestandardismentioned,thestandardshallbeequivalentorsuperiortotheofficialstandardswhoseapplicationisappropriatetotheGoods'countryoforigin.

b) TheSuppliershallbeentitledtodisclaimresponsibilityforanydesign,data,drawing,specificationorotherdocument,oranymodificationthereofprovidedordesignedbyoronbehalfoftheProcuringEntity,bygivinganoticeofsuchdisclaimertotheProcuringEntity.

c) WhereverreferencesaremadeintheContracttocodesandstandardsinaccordancewithwhichitshallbeexecuted,theeditionortherevisedversionofsuchcodesandstandardsshallbethosespecifiedintheScheduleofRequirements.DuringContractexecution,anychangesinanysuchcodesandstandardsshallbeappliedonlyafterapprovalbytheProcuringEntityandshallbetreatedinaccordancewithGCCClause33.

12. PackingandDocuments

23.1 TheSuppliershallprovidesuchpackingoftheGoodsasisrequiredtopreventtheirdamageordeteriorationduringtransittotheirfinaldestination,asindicatedintheContract.Duringtransit,thepackingshallbesufficienttowithstand,withoutlimitation,roughhandlingandexposuretoextremetemperatures,saltandprecipitation,andopenstorage.Packingcasesizeandweightsshalltakeintoconsideration,whereappropriate,theremotenessofthegoods'finaldestinationandtheabsenceofheavyhandlingfacilitiesatallpointsintransit.

23.2 Thepacking,marking,anddocumentationwithinandoutsidethepackagesshallcomplystrictlywithsuchspecialrequirementsasshallbeexpresslyprovidedforintheContract,includingadditionalrequirements,ifany,specified**inthe SCC**,andinanyotherinstructionsorderedbytheProcuringEntity.

13. Insurance

24.1UnlessotherwisespecifiedintheSCC,theGoodssuppliedundertheContractshallbefullyinsured—inafreelyconvertiblecurrencyfromaneligiblecountry—againstlossordamageincidentaltomanufactureoracquisition,transportation,storage,anddelivery,inaccordancewiththeapplicableIncotermsorinthemannerspecifiedintheSCC.

14. TransportationandIncidentalServices

25.1 UnlessotherwisespecifiedintheSCC,responsibilityforarrangingtransportationoftheGoodsshallbeinaccordance withthespecifiedIncoterms.

25.2 TheSuppliermayberequiredtoprovideanyorallofthefollowingservices,includingadditionalservices,ifany,specified**inSCC:**

a) performanceorsupervisionofon-siteassemblyand/orstart-upofthesuppliedGoods;

b) furnishingoftoolsrequiredforassemblyand/ormaintenanceofthesuppliedGoods;

c) furnishingofadetailedoperationsandmaintenancemanualforeachappropriateunitofthesuppliedGoods;

d) performanceorsupervisionormaintenanceand/orrepairofthesuppliedGoods,foraperiodoftimeagreedbytheparties,providedthatthisserviceshallnotrelievetheSupplierofanywarrantyobligationsunderthisContract;and

e) trainingoftheProcuringEntity'spersonnel,attheSupplier'splantand/oron-site,inassembly,start-up,operation,maintenance,and/orrepairofthesuppliedGoods.

25.3 PricechargedbytheSupplierforincidentalservices,ifnotincludedintheContractPricefortheGoods,shallbeagreed uponinadvancebythepartiesandshallnotexceedtheprevailingrateschargedtootherpartiesbytheSupplierforsimilarservices

15. InspectionsandTests

26.1 TheSuppliershallatitsownexpenseandatnocosttotheProcuringEntitycarryoutallsuchtestsand/orinspectionsoftheGoodsandRelatedServicesasarespecifiedintheSCC.

26.2 Theinspectionsandtestsmaybeconductedonthepremisesoftheoritsubcontractor,atpointofdelivery,and/orattheGoods'finaldestination,orinanotherplaceinKenyaasspecifiedintheSCC.SubjecttoGCCSub-Clause26.3,ifconductedonthepremisesoftheoritsubcontractor,allreasonablefacilitiesandassistance,includingaccesstodrawingsandproductiondata,shallbefurnishedtotheinspectorsatnochargetotheProcuringEntity.

26.3 TheProcuringEntityoritsdesignatedrepresentativeshallbeentitledtoattendthetestsand/orinspectionsreferredtoinGCCSub-Clause26.2,providedthattheProcuringEntitybearallofitsowncostsandexpensesincurredinconnectionwithsuchattendanceincluding,butnotlimitedto,alltravellingandboardandlodgingexpenses.

26.4 WhenevertheSupplierisreadytocarryoutanysuchtestandinspection,itshallgiveareasonableadvancenotice,includingtheplaceandtime,totheProcuringEntity.TheSuppliershallobtainfromanyrelevantthirdpartyormanufacturer anynecessarypermissionorconsenttoenabletheProcuringEntityoritsdesignatedrepresentativetoattendthetestand/orinspection.

26.5 TheProcuringEntitymayrequiretheSuppliertocarryoutanytestand/orinspectionnotrequiredbytheContractbutdeemednecessarytoverifythatthecharacteristicsandperformanceoftheGoodscomplywiththetechnicalspecificationscodesandstandardsundertheContract,providedthattheSupplier'sreasonablecostsandexpensesincurredintheca rryingoutofsuchtestand/orinspectionshallbeaddedtotheContractPrice.Further,ifsuchtestand/orinspectionimpedestheprogressofmanufacturingand/ortheSupplier'sperformanceofitsotherobligationsundertheContract,dueallowancewillbemadeinrespectoftheDeliveryDatesandCompletionDatesandtheotherobligationssoaffected.

26.6 TheSuppliershallprovidetheProcuringEntitywithareportoftheresultsofanysuchtestand/orinspection.

26.7 TheProcuringEntitymayrejectanyGoodsoranypartthereofthatfailtopassanytestand/orinspectionordonotconformtothespecifications.TheSuppliershalleitherrectifyorreplacesuchrejectedGoodsorpartsthereoformakealterationsnecessarytomeetthespecificationsatnocosttotheProcuringEntity,andshallrepeatthetestand/orinspection,atnocosttotheProcuringEntity,upongivinganoticepursuanttoGCCSub-Clause26.4.

26.8 TheSupplieragreesthatneithertheexecutionofatestand/orinspectionoftheGoodsoranypartthereof,northeattendancebytheProcuringEntityoritsrepresentative,northeissueofanyreportpursuanttoGCCSub-Clause26.6,shallreleasetheSupplierfromanywarrantiesorotherobligationsundertheContract.

16. LiquidatedDamages

27.1ExceptasprovidedunderGCCClause32,iftheSupplierfailstodeliveranyoralloftheGoodsbytheDate(s)ofdeliveryorperformtheRelatedServiceswithintheperiodspecifiedintheContract,theProcuringEntitymaywithoutprejudicetoallitsotherremediesundertheContract,deductfromtheContractPrice,asliquidateddamages,asumequivalenttothepercentagespecifiedinthe**SCC**ofthedeliveredpriceofthedelayedGoodsorunperformedServicesforeachweekorpartthereofofdelayuntilactualdeliveryorperformance,uptoamaximumdeductionofthepercentagespecifiedinthose **SCC.**Oncethemaximumisreached,theProcuringEntitymayterminatetheContractpursuanttoGCCClause35.

28. Warranty

28.1 TheSupplierwarrantsthatalltheGoodsarenew,unused,andofthemostrecentorcurrentmodels,andthattheyincorporateallrecentimprovementsindesignandmaterials,unlessprovidedotherwiseintheContract.

28.2 SubjecttoGCCSub-Clause22.1(b),theSupplierfurtherwarrantsthattheGoodsshallbefreefromdefectsarisingfromanyactoromissionoftheSupplierorarisingfromdesign,materials,andworkmanship,undernormaluseintheconditionsprevailinginthecountryoffinaldestination.

28.3 Unlessotherwisespecifiedinthe**SCC,**thewarrantyshallremainvalidfortwelve(12)monthsaftertheGoods,oranyportionthereofasthecasemaybe,havebeendeliveredtoandacceptedatthefinaldestinationindicatedinthe**SCC,**orforeighteen(18)monthsafterthedateofshipmentfromtheportorplaceofloadinginthecountryoforigin,whicheverperiodconcludesearlier.

28.4 TheProcuringEntityshallgivenoticetotheSupplierstatingthenatureofanysuchdefectstogetherwithallavailableevidencethereof,promptlyfollowingthediscoverythereof.TheProcuringEntityshallaffordallreasonableopportunityfortheSuppliertoinspectsuchdefects.

28.5 Uponreceiptofsuchnotice,theSuppliershall,withintheperiodspecifiedinthe**SCC,**expeditiouslyrepairorreplaceth edefectiveGoodsorpartsthereof,atnocosttotheProcuringEntity.

28.6 Ifhavingbeennotified,theSupplierfailstoremedythedefectwithintheperiodspecifiedinthe**SCC,**theProcuringEntitymayproceedtotakewithinareasonableperiodsuchremedialactionasmaybenecessary,attheSupplier'sriskandexpenseandwithoutprejudicetoanyotherrightswhichtheProcuringEntitymayhaveagainsttheSupplierundertheContract.

29. PatentIndemnity

29.1 TheSuppliershall,subjecttotheProcuringEntity'scompliancewithGCCSub-Clause29.2,indemnifyandholdharmlesstheProcuringEntityanditsemployeesandofficersfromandagainstanyandallsuits,actionsoradministrativeproceedings,claims,demands,losses,damages,costs,andexpensesofanynature,includingattorney'sfeesandexpenses,whichtheProcuringEntitymaysufferasaresultofanyinfringementorallegedinfringementofanypatent,utilitymodel,registereddesign,trademark,copyright,orotherintellectualpropertyrightregisteredorotherwiseexistingatthedateoftheContractbyreasonof:

a) theinstallationoftheGoodsbytheSupplierortheuseoftheGoodsinthecountrywheretheSiteislocated;and
b) thesaleinanycountryoftheproductsproducedbytheGoods.

SuchindemnityshallnotcoveranyuseoftheGoodsoranypartthereofotherthanforthepurposeindicatedbyortobereasonablyinferredfromtheContract,neitheranyinfringementresultingfromtheuseoftheGoodsoranypartthereof,oranyproductsproducedtherebyinassociationorcombinationwithanyotherequipment,plant,ormaterialsnotsuppliedbytheSupplier,pursuanttotheContract.

29.2 IfanyproceedingsarebroughtoranyclaimismadeagainsttheProcuringEntityarisingoutofthemattersreferredtoinGCCSub-Clause29.1,theProcuringEntityshallpromptlygivetheSupplieranoticethereof,andtheSuppliermayatitsownexpenseandintheProcuringEntity'snameconductsuchproceedingsorclaimandanynegotiationsforthesettlementofanysuchproceedingsorclaim.

29.3 IftheSupplierfailstonotifytheProcuringEntitywithintwenty-eight(28)daysafterreceiptofsuchnoticethatitintendstoconductanysuchproceedingsorclaim,thentheProcuringEntityshallbefreetoconductthesameonitsownbehalf.

29.4 TheProcuringEntityshall,attheSupplier'srequest,affordallavailableassistancetotheSupplierinconductingsuchproceedingsorclaim,andshallbereimbursedbytheSupplierforallreasonableexpensesincurredinsodoing.

29.5 TheProcuringEntityshallindemnifyandholdharmlesstheSupplieranditsemployees,officers,andSubcontractorsfromandagainstanyandallsuits,actionsoradministrativeproceedings,claims,demands,losses,damages,costs,andexpensesofanynature,includingattorney'sfeesandexpenses,whichtheSuppliermaysufferasaresultofanyinfringementorallegedinfringementofanypatent,utilitymodel,registereddesign,trademark,copyright,orotherintellectualpropertyrightregisteredorotherwiseexistingatthedateoftheContractarisingoutoforinconnectionwithanydesign,data,drawing,specification,orotherdocumentsormaterialsprovidedordesignedbyoronbehalfoftheProcuringEntity.

30. LimitationofLiability

30.1 Exceptincasesofcriminalnegligenceorwillfulmisconduct,

a) theSuppliershallnotbeliabletotheProcuringEntity,whetherincontract,tort,orotherwise,foranyindirectorconsequentiallossordamage,lossofuse,lossofproduction,orlossofprofitsorinterestcosts,providedthatthisexclusionshallnotapplytoanyobligationoftheSuppliertopayliquidateddamagestotheProcuringEntity,and

b) theaggregateliabilityoftheSuppliertotheProcuringEntity,whetherundertheContract,intortorotherwise,shallnotexceedthetotalContractPrice,providedthatthislimitationshallnotapplytothecostofrepairingorreplacingdefectiveequipment,ortoanyobligationofthesuppliertoindemnifytheProcuringEntitywithrespecttopatentinfringement.

31. ChangeinLawsandRegulations

31.1 UnlessotherwisespecifiedintheContract,ifafterthedateof30dayspriortodateofTendersubmission,anylaw,regulation,ordinance,orderorbylawhavingtheforceoflawisenacted,promulgated,abrogated,orchangedinKenya(whichshallbedeemedtoincludeanychangeininterpretationorapplicationbythecompetentauthorities)thatsubsequentlyaffectstheDeliveryDateand/ortheContractPrice,thensuchDeliveryDateand/orContractPriceshallbecorrespondinglyincreasedordecreased,totheextentthattheSupplierhastherebybeenaffectedintheperformanceofanyofitsobligationsundertheContract.Notwithstandingtheforegoing,suchadditionalorreducedcostshallnotbeseparatelypaidorcreditedifthesamehasalreadybeenaccountedforinthepriceadjustmentprovisionswhereapplicable,inaccordancewithGCCClause15.

32. ForceMajeure

32.1 TheSuppliershallnotbeliableforforfeitureofitsPerformanceSecurity,liquidateddamages,orterminationfordefaultifandtotheextentthatitsdelayinperformanceorotherfailuretoperformitsobligationsundertheContractistheresultofaneventofForceMajeure.

32.2 ForpurposesofthisClause,“ForceMajeure”meansaneventorsituationbeyondthecontroloftheSupplierthatisnotfo reseeable,isunavoidable,anditsoriginisnotduetonegligenceorlackofcareonthepartoftheSupplier.Sucheventsma yinclude,butnotbelimitedto,actsoftheProcuringEntityinitssovereigncapacity,warsorrevolutions,fires,floods,ep idemics,quarantinerestrictions,andfreightembargoes.

32.3 IfaForceMajeuresituationarises,theSuppliershallpromptlynotifytheProcuringEntityinwritingofsuchconditiona ndthecausethereof.UnlessotherwisedirectedbytheProcuringEntityinwriting,theSuppliershallcontinuetoperfor mitsobligationsundertheContractasfarasisreasonablypractical,andshallseekallreasonablealternativemeansforp erformancenotpreventedbytheForceMajeureevent.

33. ChangeOrdersandContractAmendments

33.1 TheProcuringEntitymayatanytimeordertheSupplierthroughnoticeinaccordanceGCCClause8,tomakechanges withinthegeneralscopeoftheContractinanyoneormoreofthefollowing:

a) drawings,designs,orspecifications,whereGoodstobefurnishedundertheContractaretobespecificallymanuf acturedfortheProcuringEntity;

b) themethodofshipmentorpacking;

c) theplaceofdelivery;and

d) theRelatedServicestobeprovidedbytheSupplier.

33.2 Ifanysuchchangecausesanincreaseordecreaseinthecostof,orthetimerequiredfor,theSupplier'sperformanceofan yprovisionsundertheContract,anequitableadjustmentshallbemadeintheContractPriceorintheDelivery/Complet ionSchedule,orboth,andtheContractshallaccordinglybeamended.AnyclaimsbytheSupplierforadjustmentunder thisClausemustbeassertedwithintwenty-eight(28)daysfromthedateoftheSupplier'sreceiptoftheProcuringEntity'schangeorder.

33.3 PricestobechargedbytheSupplierforanyRelatedServicesthatmightbeneededbutwhichwerenotincludedintheCo ntractshallbeagreeduponinadvancebythepartiesandshallnotexceedtheprevailingrateschargedtootherpartiesbyt heSupplierforsimilarservices.

33.4 **ValueEngineering:**TheSuppliermayprepare,atitsowncost,avalueengineeringproposalatanytimeduringtheperf ormanceofthecontract.Thevalueengineeringproposalshall,ataminimum,includethefollowing;

a) theproposedchange(s),andadescriptionofthedifferencetotheexistingcontractrequirements;

b) afullcost/benefitanalysisoftheproposedchange(s)includingadescriptionandestimateofcosts(includinglife cyclecosts)theProcuringEntitymayincurinimplementingthevalueengineeringproposal;and

c) adescriptionofanyeffect(s)ofthechangeonperformance/functionality.

33.5 TheProcuringEntitymayacceptthevalueengineeringproposaliftheproposaldemonstratesbenefitsthat:

a) acceleratesthedeliveryperiod;or

b) reducestheContractPriceorthelifecyclecoststotheProcuringEntity;or

c) improvesthequality,efficiencyorsustainabilityoftheGoods;or

d) yieldsanyotherbenefitstotheProcuringEntity,withoutcompromisingthenecessaryfunctionsoftheFacilities.

33.6 IfthevalueengineeringproposalisapprovedbytheProcuringEntityandresultsin:

a) areductionoftheContractPrice;theamounttobepaidtotheSuppliershallbethepercentagespecified**intheSCC** ofthereductionintheContractPrice;or

b) anincreaseintheContractPrice;butresultsinareductioninlifecyclecostsduetoanybenefitdescribedin (a) to(d)above,theamounttobepaidtotheSuppliershallbethefullincreaseintheContractPrice.

33.7 Subjecttotheabove,novariationinormodificationofthetermsoftheContractshallbemadeexceptbywrittenamend mentsignedbytheparties.

34. ExtensionsofTime

34.1 IfatanytimeduringperformanceoftheContract,theSupplieroritssubcontractorsshouldencounterconditionsimpedingtimelydeliveryoftheGoodsorcompletionofRelatedServicespursuanttoGCCClause13,theSuppliershallpromptlynotifytheProcuringEntityinwritingofthedelay,itslikelyduration,anditscause.Assoonaspracticableafterreceiptoftheprocuring'snotice,theProcuringEntityshallevaluatethesituationandmayatitsdiscretionextendtheSupplier'stimeforperformance,inwhichcasetheextensionshallberatifiedbythepartiesbyamendmentoftheContract.

34.2 ExceptincaseofForceMajeure,asprovidedunderGCCClause32,adelaybytheSupplierintheperformanceofitsDeliveryandCompletionobligationsshallrendertheSupplierliabletotheimpositionofliquidateddamagespursuanttoGCCClause26,unlessanextensionoftimeisagreedupon,pursuanttoGCCSub-Clause34.1.

7. Termination

35.1 TerminationforDefault

a) TheProcuringEntity,withoutprejudicetoanyotherremedyforbreachofContract,bywrittennoticeofdefaultsenttotheSupplier,mayterminatetheContractinwholeorinpart:
   i) iftheSupplierfailstodeliveranyorallotheGoodswithintheperiodspecifiedintheContract,orwithinany extensionthereofgrantedbytheProcuringEntitypursuanttoGCCClause34;
   ii) iftheSupplierfailstoperformanyotherobligationundertheContract;or
   iii) iftheSupplier,inthejudgmentoftheProcuringEntityhasengagedinFraudandCorruption,asdefinedinparagraph2.2aoftheAppendixtotheGCC,incompetingfororinexecutingtheContract.

b) IntheeventtheProcuringEntityterminatestheContractinwholeorinpart,pursuanttoGCCClause35.1(a),theProcuringEntitymayprocure,uponsuchtermsandinsuchmannerasitdeemsappropriate,GoodsorRelatedServicessimilartothoseundeliveredornotperformed,andtheSuppliershallbeliabletotheProcuringEntityforanyadditionalcostsforsuchsimilarGoodsorRelatedServices.However,theSuppliershallcontinueperformanceoftheContracttotheextentnotterminated.

35.2 TerminationforInsolvency.

TheProcuringEntitymayatanytimeterminatetheContractbygivingnoticetotheSupplieriftheSupplierbecomesbankruptorotherwiseinsolvent.Insuchevent,terminationwillbewithoutcompensationtotheSupplier,providedthatsuchterminationwillnotprejudiceoraffectanyrightofactionorremedythathasaccruedorwillaccruethereaftertotheProcuringEntity

35.2 TerminationforConvenience.

a) TheProcuringEntity,bynoticesenttotheSupplier,mayterminatetheContract,inwholeorinpart,atanytimeforitsconvenience.Thenoticeofterminationshallspecifythatterminationisfortheprocuring'sconvenience,theextenttowhichperformanceoftheSupplierundertheContractisterminated,andthedateuponwhichsuchterminationbecomeseffective.

b) TheGoodsthatarecompleteandreadyforshipmentwithintwenty-eight(28)daysaftertheSupplier'sreceiptofnoticeofterminationshallbeacceptedbytheProcuringEntityatthe Contracttermsandprices.FortheremainingGoods,theProcuringEntitymayelect:
   i) tohaveanyportioncompletedanddeliveredattheContracttermsandprices;and/or
   ii) tocanceltheremainderandpaytotheSupplieranagreedamountforpartiallycompletedGoodsandRelatedServicesandformaterialsandpartspreviouslyprocuredbytheSupplier.

8. Assignment

36.1 NeitherthetheProcuringEntitynortheSuppliershallassign,inwholeorinpart,theirobligationsunderthisContract,exceptwithpriorwrittenconsentoftheotherparty.

9. ExportRestriction

37.1 NotwithstandinganyobligationundertheContracttocompleteallexportformalities,anyexportrestrictionsattributabletotheProcuringEntity,toKenya,ortotheuseoftheproducts/goods,systemsorservicestobesupplied,whicharisefromtraderegulationsfromacountrysupplyingthoseproducts/goods,systemsorservices,andwhichsubstantiallyimpedetheSupplierfrommeetingitsobligationsundertheContract,shallreleasetheSupplierfromtheobligationtoprovidedeliveriesorservices,alwaysprovided,however,thattheSuppliercandemonstratetothesatisfactionoftheProcuringEntitythatithascompletedallformalitiesinatimelymanner,includingapplyingforpermits,authorizationsandlicensesnecessaryfortheexportoftheproducts/goods,systemsorservicesundertheterms oftheContract.TerminationoftheContractonthisbasisshallbefortheProcuringEntity'sconveniencepursuanttoSub-Clause35.3.

SECTIONVII-SPECIALCONDITIONSOFCONTRACT

ThefollowingSpecialConditionsofContract(SCC)shallsupplementand/oramendtheGeneralConditionsofContract(GCC).Whenever thereisaconflict,theprovisionshereinshallprevailoverthoseintheGCC.

[TheProcuringEntityshallselectinserttheappropriatewordingusingthesamplesbeloworotheracceptablewording,andeletethetextinitalics].

GCC1.1(j)	The Procuring Entity is: *[Insert complete legal name of the Procuring Entity]*
GCC 28.3	The Final Destination(s) is/are: *[Insert name(s) and detailed informationon the location(s) of the site(s)]*
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 there under shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms]*
GCC4.2(b)	The version edition of Incoterms shall be *INCOTERMS 2015*
GCC8.1	For **notices**, the Procuring Entity's address shall be: Attention: *[insert full name of person, if applicable]* Postal address (full postal address) Physical Address (fullLocation *insertcity,streetname,Buildingnamed floor number, room number)* Telephone: *[include telephone number, including country and city codes]* Electronic mail address*: [insert e-mail address, if applicable]*
GCC10.4.2	The place of arbitration shall be --(specify City and Country).
GCC13.1	Details of Shipping and other Documents to be furnished by the Supplier are *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.].* The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC15.1	The prices charged for the Goods supplied and therelatedServicesperformed*[insert "shall" or "shall not," as appropriate]* be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]*

GCC16.1	***Sampleprovision*** GCC16.1-ThemethodandconditionsofpaymenttobemadetotheSupplierunderthisContractshallbeasfollows: **A.PaymentforGoodssuppliedfromabroad:** Paymentofforeigncurrencyportionshallbemadein*[insertcurrencyoftheContractPrice}* inthefollowingmanner: (i)**AdvancePayment:**Ten(10)percentoftheContractPriceshallbepaidwithinthirty (30)daysofsigningoftheContract,anduponsubmissionofclaimandabankguaranteeforequivalentamountvaliduntiltheGoodsaredeliveredand,intheform,providedintheTenderingdocumentoranotherformacceptabletotheProcuringEntity. (ii) **OnShipment:**Eighty(80)percentoftheContractPriceoftheGoodsshippedshallbepaidthroughirrevocableconfirmedletterofcreditopenedinfavouroftheSupplierinabankinitscountry,uponsubmissionofdocumentsspecifiedinGCCClause12. (iii) **OnAcceptance:**Ten(10)percentoftheContractPriceofGoodsreceivedshallbepaidwithinthirty(30)daysofreceiptoftheGoodsuponsubmissionofclaimsupportedbytheacceptancecertificateissuedbytheProcuringEntity. B. **PaymentoflocalcurrencyportionofaforeignSuppliershallbemadein**Kenyashillingswithinthirty(30)daysofpresentationofclaimsupportedbyacertificatefromtheProcuringEntitydeclaringthattheGoodshavebeendeliveredandthatallothercontractedServiceshavebeenperformed. **C. PaymentforGoodsandServicessuppliedfromwithinKenya:** PaymentforGoodsandServicessuppliedfromwithinKenyashallbemadein *[currency]*,asfollows: (i)**AdvancePayment:**Ten(10)percentoftheContractPriceshallbepaidwithinthirty (30)daysofsigningoftheContractagainstaninvoiceandabankguaranteefortheequivalentamountandintheformprovidedintheTenderingdocumentoranotherformacceptabletotheProcuringEntity. (ii) **OnDelivery:**Eighty(80)percentoftheContractPriceshallbepaidonreceiptoftheGoodsandupon submissionofthedocumentsspecifiedinGCCClause13.Thebankguaranteeshallthenbereleased. (iii) **OnAcceptance:**Theremainingten(10)percentoftheContractPriceshallbepaidtotheSupplierwithinthirty(30)daysafterthedateoftheacceptancecertificatefortherespectivedeliveryissuedbytheProcuringEntity.
GCC16.5	Thepayment-delayperiodafterwhichtheProcuringEntityshallpayinteresttothesuppliershallbe*[insertnumber]*days. Theinterestratethatshallbeappliedis*[insertnumber}*%
GCC18.1	APerformanceSecurity*[insert"shall"or"shallnot"berequired}* *[IfaPerformanceSecurity*isrequired,*insert"theamountofthePerformanceSecurityshallbe:[insertamount]* *[TheamountofthePerformanceSecurity*is*usuallyexpressedasapercentageoftheContractPrice.Thepercentagevariesaccordingtothe*ProcuringEntity*'sperceivedriskandimpactofnon-performancebytheSupplier.A10%percentage*is*usedundernormalcircumstances]*
GCC18.3	Ifrequired,thePerformanceSecurityshallbeintheformof:*[insert"aDemandGuarantee"or"aPerformanceBond"}* Ifrequired,thePerformancesecurityshallbedenominatedin*[insert"afreelyconvertiblecurrencyacceptabletotheProcuringEntity"or"thecurrenciesofpaymentoftheContract,inaccordancewiththeirportionsoftheContractPrice"}*

GCC 18.4	Discharge of the Performance Security shall take place: *[insert date if different from the one indicated in sub clause GCC 18.4]*
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: *[insert in detail the type of packing required, the markings in the packing and all documentation required]*
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: *[insert specific insurance provisions agreed upon, including coverage, currency and amount]*
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within* Kenya, *defined as the Project Site, transport to such 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)]*
GCC 25.2	Incidental services to be provided are: *[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]*
GCC 26.1	The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]*
GCC 26.2	The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]*
GCC 27.1	The liquidated damage shall be: *[insert number]* % per week
GCC 27.1	The maximum amount of liquidated damages shall be: *[insert number]* %
GCC 28.3	The period of validity of the Warranty shall be: *[insert number]* days For purposes of the Warranty, the place(s) of final destination(s) shall be: *[insert name(s) of location(s)]* ***Sample provision*** GCC 28.3- In partial modification of the provisions, the warranty period shallbe__ hours ofoperationor____ months from date of acceptance of the Goodsor( )months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion,either: **(a)** make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,**or** (b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be(). *[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(!)]*

GCC28.5, GCC28.6	Theperiodforrepairorreplacementshallbe:*[insertnumber(s)J*days.
GCC33.4	IfthevalueengineeringproposalisapprovedbytheProcuringEntitytheamounttobepaidtotheSupp liershallbe_% (insertappropriatepercentage. Thepercentageisnormallyupto50%)ofthereductionintheContractPrice.

SECTIONVIII-CONTRACTFORMS

ThisSectioncontainsformswhich,oncecompleted,willformpartoftheContract.TheformsforPerformanceSecurityandAdvancePaymentSecurity,whenrequired,shallonlybecompletedbythesuccessfultendereraftercontractaward.

FORMNo1:NOTIFICATIONOFINTENTIONTOAWARD

ThisNotificationofIntentiontoAwardshallbesenttoeachTendererthatsubmittedaTender.SendthisNotificationtotheTenderer'sAuthorizedRepresentativenamedintheTenderInformationFormontheformatbelow.

FORMAT

1. FortheattentionofTenderer'sAuthorizedRepresentative

   I) Name:_____*[insertAuthorizedRepresentative'sname]*

   ii) Address:_____*[insertAuthorizedRepresentative'sAddress]*

   iii) Telephone:_____*[insertAuthorizedRepresentative'stelephone/faxnumbers]*

   iv) EmailAddress:_____*[insertAuthorizedRepresentative'semailaddress]*

   [IMPORTANT:insertthedatethatthisNotificationistransmittedtoTenderers.TheNotificationmustbesenttoallTendererssimultaneously.Thismeansonthesamedateandasclosetothesametimeaspossible.]

2. Dateoftransmission:_____[*email*]on[*date*]_____(localtime)

   ThisNotificationissentby_____(*Nameanddesignation*)_____

3. NotificationofIntentiontoAward

   I) Employer:_____*[insertthenameoftheEmployer]*

   ii) Project:_____*[insertnameofproject]*

   iii) Contracttitle:_____*[insertthenameofthecontract]*

   iv) Country:_____*[insertcountrywhereITTisissued]*

   v) ITTNo:_____*[insertITTreferencenumberfromProcurementPlan]*

   ThisNotificationofIntentiontoAward(Notification)notifiesyouofourdecisiontoawardtheabovecontract.Thetransmissionofthis NotificationbeginstheStandstillPeriod.DuringtheStandstillPeriod,youmay:

4. Requestadebriefinginrelationtotheevaluationofyourtender

   SubmitaProcurement-relatedComplaintinrelationtothedecisiontoawardthecontract.

   a) Thesuccessfultenderer

      i) NameofsuccessfulTender_____

      ii) AddressofthesuccessfulTender_____

      iii) ContractpriceofthesuccessfulTenderKenyaShillings_____(inwords _____)

   b) OtherTenderers

   NamesofallTendersthatsubmittedaTender.IftheTender'spricewasevaluatedincludetheevaluatedpriceaswellastheTenderpriceasreadout.ForTendersnotevaluated,giveonemainreasontheTenderwasunsuccessful.

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

(Notea)StateNEifnotevaluated

5. Howtorequestadebriefing

a) DEADLINE:Thedeadlinetorequestadebriefingexpiresatmidnighton[*insertdate*](*localtime*).

b) Youmayrequestadebriefinginrelationtotheresultsoftheevaluationofyour Tender.Ifyoudecidetorequestadebriefingyourwrittenrequestmustbemadewithinthree(5)BusinessDaysofreceiptofthisNotificationofIntentiontoAward.

c) Providethecontractname,referencenumber,nameoftheTenderer,contactdetails;andaddresstherequestfordebriefingasfollows:

I) Attention:_____[*insertfullnameofperson,ifapplicable*]

ii) Title/position:_____[*inserttitle/position*]

ii) Agency:_____[*insertnameofEmployer*]

iii) Emailaddress:_____[*insertemailaddress*]

d) Ifyourrequestforadebriefingisreceivedwithinthe3Daysdeadline,wewillprovidethedebriefingwithinfive(3)BusinessDaysofreceiptofyourrequest.Ifweareunabletoprovidethedebriefingwithinthisperiod,theStandstillPeriodshallbeextendedbyfive(3)DaysafterthedatethatthedebriefingisprovidedIfthishappens,wewillnotifyyouandconfirmthedatethattheextendedStandstillPeriodwillend.

e) Thedebriefingmaybeinwriting,byphone,videoconferencecallorinperson.Weshallpromptlyadviseyouinwritinghowthedebriefingwilltakeplaceandconfirmthedateandtime.

f) Ifthedeadlinetorequestadebriefinghasexpired,youmaystillrequestadebriefing.Inthiscase,wewillprovidethedebriefingassoonaspracticable,andnormallynolaterthanfifteen(15)Daysfromthedateofpublicationofthe ContractAwardNotice.

6. Howtomakeacomplaint

a) Period:Procurement-relatedComplaintchallengingthedecisiontoawardshallbesubmittedbymidnight,[*insertdate*](localtime).

b) Providethecontractname,referencenumber,nameoftheTenderer,contactdetails;andaddresstheProcurement-relatedComplaintasfollows:

I) Attention:_____[*insertfullnameofperson,ifapplicable*]

ii) Title/position:_____[*inserttitle/position*]

iii) Agency:_____[*insertnameofEmployer*]

iv) Emailaddress:_____[*insertemailaddress*]

c) AtthispointintheprocurementprocessyoumaysubmitaProcurement-relatedComplaintchallengingthedecisiontoawardthecontract.Youdonotneedtohaverequested,orreceived,adebriefingbeforemakingthiscomplaint.YourcomplaintmustbesubmittedwithintheStandstillPeriodandreceivedbyusbeforetheStandstillPeriodends.

d) Furtherinformation:FormoreinformationrefertothePublicProcurementandDisposalsAct2015anditsRegulationsavailablefromtheWebsitewww.ppra.go.keoremailcomplaints@ppra.go.ke.

Youshouldreadthesedocumentsbeforepreparingandsubmittingyourcomplaint.

e) Therearefouressentialrequirements:

i) Youmustbean'interestedparty'.Inthiscase,thatmeansaTendererwhosubmittedaTenderinthistenderingprocess,andistherecipientofaNotificationofIntentiontoAward.

ii) Thecomplaintcanonlychallengethedecisiontoawardthecontract.

iii) Youmustsubmitthecomplaintwithintheperiodstatedabove.

iv) Youmustinclude,inyourcomplaint,alloftheinformationrequiredtosupportyourcomplaint.

7. <u>StandstillPeriod</u>

i) DEADLINE:TheStandstillPeriodisduetoendatmidnighton[*insertdate*](localtime).

ii) TheStandstillPeriodlaststen(14)DaysafterthedateoftransmissionofthisNotificationofIntentiontoAward.

iii) TheStandstillPeriodmaybeextendedasstatedinparagraphSection5(d)above.

IfyouhaveanyquestionsregardingthisNotificationpleasedonothesitatetocontactus.

OnbehalfoftheEmployer:

Signature:

_____**N**

ame:_____

_____**T**

itle/position:_____

_____**T**

elephone:_____

_____**E**

mail:_____

FORMNO2:NOTIFICATIONOFAWARD-LETTEROFACCEPTANCE

[letterheadpaperoftheEmployer]

_____*[date]*

To_____*[nameandaddressoftheContractor]*

ThisistonotifyyouthatyourTenderdated_____*[date]*forexecutionofthe _____*[nameoftheContractandidentificationnumber,asgiveninthe ContractData]*fortheAcceptedContractAmount _____*[amountinnumbersandwords][nameofcurrency]*,ascorrectedandmodifiedinaccordancewiththeInstructionstoTenderers,isherebyacceptedby_____ _____*(nameofEmployer).*

YouarerequestedtofurnishthePerformanceSecuritywithin30daysinaccordancewiththeConditionsofContract,using,for thatpurpose,oneofthePerformanceSecurityFormsincludedinSectionVIII,ContractForms,oftheTenderDocument.

AuthorizedSignature:

_____

NameandTitleofSignatory:

_____

NameofEmployer:

_____

Attachment:*ContractAgreement:*_____

NOTIFICATIONOFAWARD-LETTEROFACCEPTANCE

[useletterheadpaperoftheProcuringEntity]

_____*[date]*

To:_____*[nameandaddressoftheSupplier]*

Subject:_____***NotificationofAwardContractNo.***.....

ThisistonotifyyouthatyourTenderdated_____***[insertdate]***forexecutionofthe _____***[insertnameofthecontractandidentificationnumber,asgivenintheSCC]***fortheAccepted ContractAmountof _____***[insertamountinnumbersandwordsandnameofcurrency]***,ascorrectedandmodifiedinaccordancewiththeInstructionstotenderersisherebyacceptedbyourAgency.

YouarerequestedtofurnishthePerformanceSecuritywithin30daysinaccordancewiththeConditionsofContract,usingforthatpurposetheofthePerformanceSecurityFormincludedinSectionX,ContractForms,oftheTenderingdocument.

AuthorizedSignature:

_____

NameandTitleofSignatory:

_____

NameofAgency:_____

Attachment:ContractAgreement

FORMNO3-CONTRACTAGREEMENT

[Thesuccessfultenderershallfillinthisforminaccordancewiththeinstructionsindicated]

THISAGREEMENTmadethe_____*[insert:**number**]*dayof_____ _____*[insert:**month**],[insert:**year**]*.BETWEEN(1)_____ _____*[insertcompletenameofProcuringEntity*andhavingitsprincipalplaceofbusinessat*[insert:addres sofProcuringEntity]*(hereinaftercalled“ProcuringEntity”),oftheonepart;and(2) _____*[insertnameofSupplier**]**,*acorporationincorporatedunderthelawsof*[insert:countryofSupplier**]***an dhavingitsprincipalplaceofbusinessat _____*[insert:addressofSupplier]*(hereinaftercalled“theSupplier”),oftheotherpart.

3. WHEREAStheProcuringEntityinvitedTendersforcertainGoodsandancillaryservices,viz., _____ *[insertbriefdescriptionofGoodsandServices]*andhasacceptedaTenderbytheSupplierforthesupplyofthoseGoodsan dServices,theProcuringEntityandtheSupplieragreeasfollows:

   i) InthisAgreementwordsandexpressionsshallhavethesamemeaningsasare respectivelyassignedtothemintheContractdocumentsreferredto.

   ii) Thefollowingdocumentsshallbedeemedtoformandbereadandconstruedaspartofthis Agreement.ThisAgre ementshallprevailoverallothercontractdocuments.

      a) theLetterofAcceptance

      b) theLetterofTender

      c) theAddendaNos._____(ifany)

      d) SpecialConditionsofContract

      e) GeneralConditionsofContract

      f) theSpecification(includingScheduleofRequirementsandTechnicalSpecifications)

      g) thecompletedSchedules(includingPriceSchedules)

      h) anyotherdocumentlistedinGCCasformingpartoftheContract

   iii) InconsiderationofthepaymentstobemadebytheProcuringEntitytotheSupplierasspecifiedinthisAgreement, theSupplierherebycovenantswiththeProcuringEntitytoprovidetheGoodsandServicesandtoremedydefects thereininconformityinallrespectswiththeprovisionsoftheContract.

4. TheProcuringEntityherebycovenantstopaytheSupplierinconsiderationoftheprovisionoftheGoodsandServicesa ndtheremedyingofdefectstherein,theContractPriceorsuchothersumasmaybecomepayableundertheprovisionsoft heContractatthetimesandinthemannerprescribedbytheContract.

5. INWITNESSwhereofthepartiesheretohavecausedthisAgreementtobeexecutedinaccordancewiththelawsofKen yaontheday,monthandyearindicatedabove.

<u>ForandonbehalfoftheProcuringEntity</u>

Signed:_____*[insertsignature]*

inthecapacityof

_____*[inserttitleorotherappropriatedesignation]*I

nthepresenceof_____

_____*[insertidentificationofofficialwitness]***<u>Foran</u>**

<u>donbehalfoftheSupplier</u>

Signed:

_____*[insertsignatureofauthorizedrepresentative(s)oftheSupplier]*in

thecapacityof_____

_____*[inserttitleorotherappropriatedesignation]*inthepresenceof

_____*[insertidentificationofofficialwitness]*

FORMNO.4-PERFORMANCESECURITY[Option1-UnconditionalDemandBankGuarantee]

[Guarantorletterhead]

Beneficiary:_____
_____*[insertnameandAddressof*Employer*]***Dat**
e:_____*[Insertdateofissue]*
Guarantor:_____*[**Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]***

1. Wehavebeeninformedthat _____(hereinafter called"theContractor")hasenteredintoContractNo._____dated _____with*(nameofEmployer)*_____ _____(theEmployerastheBeneficiary),fortheexecutionof _____(hereinaftercalled"theContract").

2. Furthermore,weunderstandthat,accordingtotheconditionsoftheContract,aperformanceguaranteeisrequired.

3. AttherequestoftheContractor,weasGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumorsumsnotexceedingintotalanamountof _____(*inwords*),[1]suchsumbeingpayablein thetypesandproportionsofcurrenciesinwhichtheContractPriceispayable,uponreceiptbyusoftheBeneficiary'scomplyingdemandsupportedbytheBeneficiary'sstatement,whetherinthedemanditselforinasepara tesigneddocumentaccompanyingoridentifyingthedemand,statingthattheApplicantisinbreachofitsobligation(s)undertheContract,withouttheBeneficiaryneedingtoproveortoshowgroundsforyourdemandorthesumspecifiedtherein.

4. Thisguaranteeshallexpire,nolaterthanthe….Dayof……,2..…[2],andanydemandforpaymentunderitmustbereceivedbyusattheofficeindicatedaboveonorbeforethatdate.

5. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed*[sixmonths][oneyear]*,inresponsetotheBeneficiary'swrittenrequestforsuchextension,suchrequesttobepresentedtotheGuarantorbeforetheexpiryofthegu arantee.”

_____

[NameofAuthorizedOfficial,signature(s)andseals/stamps]

FORMNo.5-PERFORMANCESECURITY[Option2–PerformanceBond]

Beneficiary:_____

_____*[insertnameandAddressof*Employer*]***Date:**

_____*[Insertdateofissue]*

PERFORMANCEBONDNo.:_____

Guarantor:_____*[Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]*

1. BythisBond_____asPrincipal(hereinaftercalled“theContractor”)and_____ _____ _____]asSurety(hereinaftercalled“theSurety”),areheldandfirmlyboundunto _____]asObligee(hereinaftercalled“theEmployer”)intheamountof _____forthepaymentofwhichsumwellandtrulytobemadeinthetypesandproportionsofcurrenciesinwhichtheeContractPriceispayable,theContractorandtheSuretybindthemselves,theirheirs,executors,administrators,successorsandassigns,jointlyandseverally,firmlybythesepresents.

2. WHEREAStheContractorhasenteredintoawrittenAgreementwiththeEmployerdatedthe _____dayof,20_____,for _____inaccordancewiththedocuments,plans,specifications,andamendmentsthereto,whichtotheextentthereinprovidedfor,arebyreferencemadeparthereofandarehereinafterreferredtoastheContract.

3. NOW,THEREFORE,theConditionofthisObligationissuchthat,iftheContractorshallpromptlyandfaithfullyperformthesaidContract(includinganyamendmentsthereto),thenthisobligationshallbenullandvoid;otherwise,itshallremaininfullforceandeffect.WhenevertheContractorshallbe,anddeclaredbytheEmployertobe,indefaultundertheContract,theEmployerhavingperformedtheEmployer'sobligationsthereunder,theSuretymaypromptlyremedythedefault,orshallpromptly:

   1) completetheContractinaccordancewithitstermsandconditions;or

   2) obtainatenderortendersfromqualifiedtenderersforsubmissiontotheEmployerforcompletingtheContractinaccordancewithitstermsandconditions,andupondeterminationbytheEmployerandtheSuretyofthelowestresponsiveTenderers,arrangeforaContractbetweensuchTenderer,andEmployerandmakeavailableasworkprogresses(eventhoughthereshouldbeadefaultorasuccessionofdefaultsundertheContractorContractsofcompletionarrangedunderthisparagraph)sufficientfundstopaythecostofcompletionlesstheBalanceoftheContractPrice;butnotexceeding,includingothercostsanddamagesforwhichtheSuretymaybeliablehereunder,theamountsetforthinthefirstparagraphhereof.Theterm“BalanceoftheContractPrice,”asusedinthisparagraph,shallmeanthetotalamountpayablebyEmployertoContractorundertheContract,lesstheamountproperlypaidbyEmployertoContractor;or

   3) paytheEmployertheamountrequiredbyEmployertocompletetheContractinaccordancewithitstermsandconditionsuptoatotalnotexceedingtheamountofthisBond.

4. TheSuretyshallnotbeliableforagreatersumthanthespecifiedpenaltyofthisBond.

5. AnysuitunderthisBondmustbeinstitutedbeforetheexpirationofoneyearfromthedateoftheissuingoftheTaking-OverCertificate.NorightofactionshallaccrueonthisBondtoorfortheuseofanypersonorcorporationotherthantheEmployernamedhereinortheheirs,executors,administrators,successors,andassignsoftheEmployer.

6. Intestimonywhereof,theContractorhashereuntosethishandandaffixedhisseal,andtheSuretyhascausedtheseprese ntstobesealedwithhiscorporatesealdulyattestedbythesignatureofhislegalrepresentative,thisday_____of_____20 _____.

SIGNEDON_____onbehalfofBy

_____inthecapacityofI

nthepresenceof

SIGNEDON_____onbehalfof

By

_____inthecapacityofI

nthepresenceof

FORMNO.6-ADVANCEPAYMENTSECURITY[DemandBankGuarantee]

[Guarantorletterhead]

Beneficiary:_____

_____*[InsertnameandAddressof*Employer*]***Date:**

_____*[Insertdateofissue]*

ADVANCEPAYMENTGUARANTEENo.:

_____*[Insertguaranteereferencenumber]***Guarantor:**

_____***[****Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]*

1. Wehavebeeninformedthat_____(hereinaftercalled“theContractor”)hasenteredintoContractNo. _____*dated*_____withtheBeneficiary,fortheexecutionof _____(hereinaftercalled"theContract").

2. Furthermore,weunderstandthat,accordingtotheconditionsoftheContract,anadvancepaymentinthesum _____(*inwords*)istobemadeagainstanadvancepaymentguarantee.

3. AttherequestoftheContractor,weasGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumorsums notexceedingintotalanamountof_____(*inwords* _____)[1]uponreceiptbyusoftheBeneficiary'scomplyingdemandsupportedbytheBeneficiary'sstatement,whetherinthedemanditselforinaseparatesigneddocumentaccompanyingoridentifyingthedemand,statingeitherthattheApplicant:

   a) hasusedtheadvancepaymentforpurposesotherthanthecostsofmobilizationinrespectofthegoods;or

   b) hasfailedtorepaytheadvancepaymentinaccordancewiththeContractconditions,specifyingtheamountwhichtheApplicanthasfailedtorepay.

4. AdemandunderthisguaranteemaybepresentedasfromthepresentationtotheGuarantorofacertificatefromtheBeneficiary'sbankstatingthattheadvancepaymentreferredtoabovehasbeencreditedtotheContractoronitsaccountnumber_____at_____

5. ThemaximumamountofthisguaranteeshallbeprogressivelyreducedbytheamountoftheadvancepaymentrepaidbytheContractorasspecifiedincopiesofinterimstatementsorpaymentcertificateswhichshallbepresentedtous.Thisguaranteeshallexpire,atthelatest,uponourreceiptofacopyoftheinterimpaymentcertificateindicatingthatninety(90)percentoftheAcceptedContractAmount,lessprovisionalsums,hasbeen certifiedforpayment,oronthe_____dayof_____,2____,[2]whicheverisearlier. Consequently,anydemandforpaymentunderthisguaranteemustbereceivedbyusatthisofficeonorbeforethatdate.

6. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed*[sixmonths][oneyear]*,inresponsetotheBeneficiary'swrittenrequestforsuchextension,suchrequesttobepresentedtotheGuarantorbeforetheexpiryoftheguarantee.

[NameofAuthorizedOfficial,signature(s)andseals/stamps]