



**MINISTRY OF EDUCATION**  
 (STATE DEPARTMENT FOR TECHNICAL, VOCATIONAL AND EDUCATION TRAINING)  
**NDIA TECHNICAL AND VOCATIONAL COLLEGE**  
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 Website: [www.ndiatvc.ac.ke](http://www.ndiatvc.ac.ke)



**REGISTRATION OF SUPPLIERS FOR GOODS, WORKS & SERVICES**

**FY 2026/2027 and FY 2027/2028**

**SUBMIT ONE COPY BY 29TH MAY, 2026 AT 11:00 A.M.**

**TO**

**THE PRINCIPAL/ACCOUNTING OFFICER**

**NDIA TECHNICAL AND VOCATIONAL COLLEGE**

**P.O BOX 4-10230,**

**SAGANA.**

**TENDERERS NAME:** .....

**CATEGORY NO.**.....

**CATEGORY DESCRIPTION:** .....

**IF SPECIAL GROUP PLEASE INDICATE BELOW:**

- WOMEN**
- YOUTH**
- PERSONS WITH DISABILITY**

|  |              |
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# **TENDER NOTICE!!**

## **REGISTRATION DOCUMENT FOR WORKS AND GOODS CONTRACTS**

Invitation for Registration No: .....

Contract Name.....

Procuring Entity *Ndia technical and vocational college*

**Issued on: 11/05/2026**

**(This Registration Document is for use with a Standard Tender Document inviting for tenders)**

## **TENDER NOTICE AND REGISTRATION OF SUPPLIERS FOR THE FINANCIAL YEAR 2026-2028**

**NDIA TECHNICAL AND VOCATIONAL COLLEGE** invites tender applications for supply of goods, provision of services and registration of service providers for the financial year 2026-2028 for the following categories:

| <b>CATEGORY A-GOODS AND MATERIALS</b> |                         |   |                    |
|---------------------------------------|-------------------------|---|--------------------|
| <b>NO</b>                             | <b>CATEGORY NUMBER</b>  | <b>DESCRIPTION</b>  | <b>ELIGIBILITY</b> |
| 1.                                    | NDIATVC/REG01/2026-2028 | Supply and Delivery of General Stationery   | PWD                |
| 2.                                    | NDIATVC/REG02/2026-2028 | Supply and Delivery of Hardware, Building, plumbing materials and fittings                    | Women              |
| 3.                                    | NDIATVC/REG03/2026-2028 | Supply and Delivery of Cleaning and Sanitizing Materials                                      | Open               |
| 4.                                    | NDIATVC/REG04/2026-2028 | Supply and Delivery of Electrical and Electronics items and Fitting                           | Open               |
| 5.                                    | NDIATVC/REG05/2026-2028 | Supply and Delivery of Computer, Printers, Toners and Cartridges and Related Items            | Youth              |
| 6.                                    | NDIATVC/REG06/2026-2028 | Supply, Delivery, Installation and servicing of firefighting Equipment                        | Open               |
| 7.                                    | NDIATVC/REG07/2026-2028 | Supply and Delivery of Office & Student Furniture and Equipment                               | Open               |
| 8.                                    | NDIATVC/REG08/2026-2028 | Supply and Delivery of Hospitality Equipment (i.e.) cutlery, crockery, kitchen appliance etc. | Youth              |

|     |                          |   |       |
|-----|--------------------------|---|-------|
| 9.  | NDIATVC/REG09/2026-2028  | Supply and Delivery of assorted Games /sportswear and related items   | Open  |
| 10. | NDIATVC/REG010/2026-2028 | Supply and Delivery of student ID cards   | Youth |
| 11. | NDIATVC/REG011/2026-2028 | Supply and Delivery of Staff Uniform, curtains, Protective Clothing, Footwear                                     | PWD   |
| 12. | NDIATVC/REG012/2026-2028 | Supply and Delivery of Library books, E-books etc.  | Open  |
| 13. | NDIATVC/REG013/2026-2028 | Supply and Delivery of arc and gas welding machines, acetylene gas and its accessories and refilling cooking gas. | Open  |
| 14. | NDIATVC/REG014/2026-2028 | Supply and Delivery of Beauty and Cosmetic Products and Related Equipment.  | Women |
| 15. | NDIATVC/REG015/2026-2028 | Supply and Delivery of fashion and design products and related equipment  | Open  |
| 16. | NDIATVC/REG016/2026-2028 | Supply and Delivery of mechanical and automotive engineering materials and related items.                         | Open  |
| 17. | NDIATVC/REG017/2026-2028 | Supply and Delivery of surveying equipment/repair   | Open  |
| 18. | NDIATVC/REG018/2026-2028 | Supply and Delivery of Milk   | Open  |
| 19. | NDIATVC/REG019/2026-2028 | Supply and Delivery of dry food/cereals, green groceries, fresh fruits, eggs, meat etc.                           | Women |
| 20. | NDIATVC/REG020/2026-2028 | Supply and Delivery of Agriculture Equipment and farm inputs.   | Open  |
| 21. | NDIATVC/REG021/2026-2028 | Supply, Delivery, installation and servicing of firefighting Equipment  | Open  |
| 22. | NDIATVC/REG022/2026-2028 | Supply and Delivery of drinking water and water dispensers  | Youth |
| 23. | NDIATVC/REG023/2026-2028 | Supply and Delivery of Robotics Software  | Open  |
| 24. | NDIATVC/REG024/2026-2028 | Supply and Delivery of Mobile Airtime   | PWD   |
| 25. | NDIATVC/REG025/2026-2028 | Supply and Delivery Pharmaceuticals Products  | Open  |

**CATEGORY B-PROVISION OF SERVICES**

|     |                           |  |       |
|-----|---------------------------|--|-------|
| 26. | NDIATVC/REG026/2026-2028  | Provision of Printing and Publishing services for Promotional Materials (e.g.) poster, Banners, brochures, t-shirts, office stamp and office tags. | Women |
| 27. | NDIATVC/REG027/2026-2028  | Provision of Small works, general civil works, electrical works and plumbing works   | Open  |
| 28. | NDIATVC/REG 028/2026-2028 | Provision of Procurement Consultancy Services  | Open  |

|     |                           |  |      |
|-----|---------------------------|--|------|
| 29. | NDIATVC/REG 029/2026-2028 | Provision for Repair and Maintenance of projectors, printers and computers | Open |
| 30. | NDIATVC/REG 030/2026-2028 | Provision of Internet services and network maintenance.                    | Open |
| 31. | NDIATVC/REG 031/2026-2028 | Provision of CCTV and Biometric services                                   | Open |
| 32. | NDIATVC/REG 032/2026-2028 | Provision of Security Services   | Open |
| 33. | NDIATVC/REG 033/2026-2028 | Provision of Insurance covers (WIBA)                                       | Open |
| 34. | NDIATVC/REG 034/2026-2028 | Provision of Insurance Covers for Asset and Equipment                      | Open |
| 35. | NDIATVC/REG 035/2026-2028 | Provision for Insurance cover for trainees                                 | Open |
| 36. | NDIATVC/REG 036/2026-2028 | Provision of Public Address Systems for hire                               | Open |
| 37. | NDIATVC/REG/037/2026-2028 | Provision of Graduation gowns, hospitality services venue preparation etc. | Open |
| 38. | NDIATVC/REG/038/2026-2028 | Provision of Topography and Physical Plan Services                         | Open |
| 39. | NDIATVC/REG/039/2026-2028 | Provision of Valuation, Tagging & Labeling of Assets                       | Open |
| 40. | NDIATVC/REG/040/2026-2028 | Provision of Fumigation Services   | Open |

**N/B- All reserved tenders are for business owned by people with disability (PWD), youth and women.**

**Open- application is open to public**

People with Disability, Youth and Women who are duly registered and satisfy all the conditions of the tender and prequalification and documents shall have an added advantage.

**Mandatory requirements**

1. Business registration /Incorporation certificate
2. Pin certificate and Tax compliance certificate
3. Dully Filled Confidential Business Questionnaire with Disclosure of directors/partners/sole proprietor
4. Signed Form of Tender
5. Valid **AGPO** Certificate (for reserved category)
6. Current Trade Business Permit/copy of valid trade licence from relevant authorities.
7. Detailed Business profile
8. Valid CR12 certificate or equivalent for limited companies

9. Reference list of organisations/businesses served
10. Bidders applying for Insurance Services should have a certificate from Insurance Regulatory Authority.
11. Provision of Small works must be registered with NCA.
12. Provision of security, the bidders **MUST** be licensed by Private Security Regulatory Authority.
13. All firms **MUST** be registered in the **e-GP**
14. Dully filled confidential business questionnaire with disclosure of directors/partners/sole proprietor.

Detailed tender documents may be obtained from procurement office during normal working days from **8.00AM-5.00PM Monday to Friday** upon payment of nonrefundable fee of **Ksh. 1000** (Kenya Shillings one thousand) or download **FREE** of charge from the college website [www.ndiatvc.ac.ke](http://www.ndiatvc.ac.ke) . **Bidders who download the documents from the website MUST also forward their particulars immediately for records via ndiatechnical@gmail.com**

Dully Completed registration documents should be enclosed in a plain sealed envelope clearly marked with the registration category number and name and deposited in the tender box provided at Ndia TVC on or before **29th May,2026 at 11:00 AM** and addressed to:

**THE PRINCIPAL, SECRETARY BOG,  
NDIA TECHNICAL AND VOCATIONAL COLLEGE,  
P O BOX 4-10230,  
SAGANA.**

Submitted application will be opened immediately thereafter in the college's boardroom in the presence of candidates/representatives who choose to attend.

Special groups are encouraged to apply.

Any canvassing or giving of false information will lead to automatic disqualification

**INVITATION TO APPLY FOR REGISTRATION**

**Name of Contract:** \_\_\_\_\_

**Contract No:** \_\_\_\_\_

Registration Reference No.: \_\_\_\_\_

1. **NDIA TECHNICAL AND VOCATIONAL COLLEGE** *intends* to register Contractors/Suppliers/Service Providers for .....
2. It is expected that the Invitation to Tender will be made in MAY 2026. Tendering will be conducted through REQUEST FOR QUOTATIONS procedures using a standardized tender document and will be open to all applicants who qualify.
3. Qualified and interested applicants may obtain further information and inspect the Registration Document during office hours **[8:00 AM to 5:00 PM]** at the address given below.
4. A complete set of Registration Document in English may be purchased or obtained by interested applicants upon payment of a non-refundable fees of **1000/= (One thousand Kenyan Shillings only)** Payment should be made to KCB Bank. (Account Number 1222475065 Murang'a branch. Tender documents obtained electronically will be free of charge.
5. Registration Document may be viewed and downloaded for free from the college website [www.ndiatvc.ac.ke](http://www.ndiatvc.ac.ke)

Applicants who download the registration Document must forward their particulars immediately to [ndiatechnical@gmail.com](mailto:ndiatechnical@gmail.com) to facilitate any further clarification or addendum.

6. Applications for registration should be submitted by postal service, or hand/courier delivery, clearly marked envelopes and delivered to the address given below **by 11:00 AM on 29<sup>th</sup> May ,2026**
7. Late applications are reliable to be rejected.
8. Address where to submit Applications

**TO THE PRINCIPAL,  
NDIA TECHNICAL AND VOCATIONAL COLLEGE  
P.O BOX 4-10230 SAGANA**

TENDER SUBMISSION CHECKLIST

This order and arrangement shall be considered as the Tender Format. Candidates shall tick against each item indicating that they have provided it.

| NO. | REQUIREMENTS  | Tick Where Provided |
|-----|---|---------------------|
| A.  | Duly Filed, Signed & Stamped Registration submission form   |                     |
| B.  | Duly filed Confidential Business Questionnaire.   |                     |
| D.  | Evidence of Physical Address, contact, email address  |                     |
| F.  | Letters of Recommendation from at least one (1) corporate clients.<br>(Indicate Contact Person's email and telephone No.) |                     |
| H.  | Copy of valid Tax Compliance Certificate (to be verified online)  |                     |
| K.  | Copy of Certificate of registration   |                     |
| L   | AGPO Certificate for reserved tenders   |                     |

**Note: Suppliers/ Service Providers are required to fill in the below table:**

|                                  |  |
|----------------------------------|--|
| Firm Name                        |  |
| Category Number                  |  |
| Category Description             |  |
| Email Address                    |  |
| Mobile Number                    |  |
| AGPO CERTIFICATE No:             |  |
| Supplier IFMIS Number            |  |
| TAX COMPLIANCE No:               |  |
| Certificate of Incorporation No: |  |
| Business Permit No:              |  |
| NCA No                           |  |
| KRA PIN No                       |  |

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## PART 1 - APPLICATION PROCEDURES

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## SECTION I - INSTRUCTIONS TO APPLICANTS (ITA)

### A. General

#### 1. Scope of Application

- 1.1 The name of the Procuring Entity inviting for applications is defined in the **RDS**. The particular type of contract (works, goods or Non-Consulting Services required) and its name and description of the contract(s) and its reference number are defined in the **RDS**. If the scope of contract so defined is in multiple contracts, it will be specified in the **RDS** if registration will be based on individual contracts or multiple contracts. The Full scope of Works or Goods or Non-Consulting Services are described in Section V (Scope of Works or goods contract).

2. **Source of Funds** to be specified in the RDS, if deemed necessary.

#### 3. Fraud and Corruption

- 3.1 The Government of Kenya requires compliance with its Anti-Corruption laws and its prevailing sanctions policies and procedures.
- 3.2 In further pursuance of this policy, Applicants shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Public Procurement Regulatory Authority (PPRA) to inspect all accounts, records and other documents relating to any initial selection process, registration process, tender submission (incase qualified), proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the PPRA.

#### 4 Collusive practices

- 4.1 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive Practices in contracting. Any applicant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, applicants shall be required to complete and sign a Certificate of Independent Tender Determination” annexed to the Form of applicant.

#### 5 Eligible Applicants

- 5.1 Applicants shall meet the eligibility criteria as per this ITA and ITA 5.1 and 5.2. An Applicant may be a firm that is a private entity, a state-owned enterprise or institution subject to ITA 5.9 or any combination of such entities in the form of a joint venture (“JV”) under an existing agreement or with

the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the prequalification process, tendering (in the event the JV submits a Tender) and during contract execution (in the event the JV is awarded the Contract). Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the RDS.

- 5.2 Public Officers of the Ndia TVC, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to be registered. Public Officers with such relatives are also not allowed to participate in any procurement proceedings.
- 5.3 A firm may apply for registration both individually, and as part of a joint venture, or participate as a subcontractor. If qualified, it will not be permitted to tender for the same contract both as an individual firm and as a part of the joint venture or as a subcontractor. However, a firm may participate as a subcontractor in more than one Tender, but only in that capacity. Tenders submitted in violation of this procedure will be rejected.
- 5.4 A firm and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that firm) may submit its application for registration either individually, as joint venture or as a subcontractor among them for the same contract. However, if qualified, only one qualified Applicant will be allowed to tender. All Tenders submitted in violation of this procedure will be rejected.
- 5.5 An Applicant may have the nationality of any country, subject to the restrictions pursuant to ITA 5.1 and 5.2. An Applicant shall be deemed to have the nationality of a country if the Applicant is constituted, incorporate or registered in and operates in conformity with the provisions of the laws of that country, as by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. Sub-contractors or suppliers for any part of the Contract including related Non-Consulting Services.
- 5.6 Applicants shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if they, or any of their affiliates, participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Procuring Entity as Engineer for contract implementation of the contract(s) that are the subject of this prequalification. In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with a professional staff of Ndia TVC who:
- a are directly or indirectly involved in the preparation of the registration Document or Invitation to Tender (ITT), Document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or
  - b Would be involved in the implementation or supervision of such Contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Ndia TVC throughout the prequalification, ITT process and execution of the Contract.

- 5.7 An Applicant that has been debarred shall be ineligible to be initially selected for, prequalified for, tender for, propose for, or be awarded a contract during such period of time as the PPRA shall have determined. The list of debarred firms and individuals is available at [www.ppra.go.ke](http://www.ppra.go.ke)
- 5.8 Applicants that are state-owned enterprise or institutions in Kenya may be eligible to qualify, compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Ndia TVC, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of any public entity.
- 5.9 An Applicant shall not be under sanction of debarment from Tendering by the PPRA as the result of the execution of a Tender/Proposal–Securing Declaration.
- 5.10 An Applicant that is a Kenyan firm or citizen shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- 5.11 An Applicant shall provide any other such documentary evidence of eligibility satisfactory to the Ndia TVC, as the Ndia TVC shall reasonably request.

## 6 Eligibility

- 6.1 Firms and individuals may be ineligible if they are nationals of ineligible countries as indicated herein. The countries, persons or entities are ineligible if:
  - a. As a matter of law or official regulations, Kenya prohibits commercial relations with that country, or
  - b. By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or Non- Consulting Services from that country, or any payments to any country, person, or entity in that country.
- 6.2 When the Works, supply of Goods or provision of non-consulting services are implemented a cross jurisdictional boundary (and more than one country is a Procuring Entity, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITA 5.1 (a) above by any country may be applied to that procurement a cross other countries involved, if the Procuring Entities involved in the procurement so agree.
- 6.3 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

## B. Contents of the Registration Documents

### 7 Sections of Registration Document

7.1 This registration Document consists of parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.

#### PART 1 – Application Procedures

- i) Section I- Instructions to Applicants (ITA)
- ii) Section II – registration Data Sheet
- iii) Section III - Qualification Criteria and Requirements
- iv) Section IV- Application Forms
- v) Section V- General Conditions of contract

#### PART 2 – Conditions of contract

- i) Section VI- General Conditions
- ii) Section VI- Special Conditions

7.2 Unless obtained directly from the Procuring Entity, the Procuring Entity accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the registration Document in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Procuring Entity shall prevail.

7.3 The Applicant is expected to examine all instructions, forms, and terms in the registration Document and to furnish with its Application all information or documentation as is required by the registration Document.

### 8 Clarification of registration Documents, site visit(s) and Pre-Application Meeting

8.1 An Applicant requiring any clarification of the Registration Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the **RDS**. The Procuring Entity will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of the applications. The Procuring Entity shall forward a copy of its response to all prospective Applicants who have obtained the Registration Document directly from the Procuring Entity, including a description of the inquiry but without identifying its source. If so indicated in the **RDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **RDS**. Should the Procuring Entity deem it necessary to amend the Registration Document as a result of a clarification, it shall do so following the procedure under ITA 8. And in accordance with the provisions of ITA 17.2.

- 8.2 The Applicant, at the Applicant's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the required contracts and obtain all information that may be necessary for preparing the application. The costs of visiting the Site shall be at the Applicant's own expense. The Procuring Entity shall specify in the **RDS** if a pre-application meeting will be held, when and where. The Procuring Entity shall also specify in the **RDS** if a pre-arranged Site visit will be held and when. The Applicant's designated representative is invited to attend a pre- application meeting and a pre-arranged site visit. The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.3 The Applicant is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **RDS** before the submission date of applications.
- 8.4 Minutes of a pre-arranged site visit and those of the pre-application meeting, if applicable, including the text of the questions asked by Applicants and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Applicants who have acquired the registration documents. Minutes shall not identify the source of the questions asked.
- 8.5 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-arranged site visit and those of the pre-proposal meeting at the web page identified **in the RDS**. Any modification to the Registration Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-application meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to RDS 8 and not through the minutes of the pre-application meeting. Non-attendance at the pre- arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

## 9 Amendment of Registration Document

- 9.1 At any time prior to the deadline for submission of Applications, the Procuring Entity may amend the Registration Document by issuing an Addendum.
- 9.2 Any Addendum issued shall be part of the Registration Document and shall be communicated in writing to all Applicants who have obtained the Registration Document from the Procuring Entity. The Procuring Entity shall promptly publish the Addendum at the Procuring Entity's webpage identified in the RDS.
- 9.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Entity may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2.

## C. Preparation of Applications

### 10 Cost of Applications

- 10.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the registration process.

### 11 Language of Application

- 11.1 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the

English language, in which case, for purposes of interpretation of the Application, the translation shall govern.

## 12 Documents Comprising the Application

12.1 The Application shall comprise the following:

- a. Application Submission Letter, in accordance with ITA 13.1;
- b. Eligibility: documentary evidence establishing the Applicant's eligibility, in accordance with ITA 14.1;
- c. Qualifications: documentary evidence establishing the Applicant's qualifications, in accordance with ITA 15; and
- d. Any other document required as specified in the PDS.

12.2 The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application.

## 13 Application Submission Letter

13.1 The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Letter must be completed without any alteration to its format.

## 14 Documents Establishing the Eligibility of the Applicant

14.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Forms ELI (eligibility) 1.1 and 1.2, included in Section IV (Application Forms).

## 15 Documents Establishing the Qualifications of the Applicant

15.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification Criteria and Requirements, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).

- 15.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a For construction turnover or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted).
  - b Value of single Contract-Exchange rate prevailing on the date of the contract.
- 15.3 Exchange rates shall be taken from the publicly available source identified in the RDS. Any error in determining the exchange rates in the Application may be corrected by the Procuring Entity.
- 15.4 Applicants shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between Applicants, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 15.5 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which an Applicant may have. There can be no circumstances in which it would be justified for an Applicant to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for an Applicant's failure to disclose, or failure to provide required in formation on its ownership and control.
- 15.6 The Applicant shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the Applicant under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 15.7 All information provided by the Applicant pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Applicant shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

- 15.8 If an Applicant fails to submit the information required by these requirements, its application will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by an Applicant pursuant to these requirements, then the application will be rejected.
- 15.9 If information submitted by an Applicant pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the Applicant in relation to the procurement or contract management process, then:
- a. If the procurement process is still ongoing, the Applicant will be disqualified from the procurement process,
  - b. If the contract has been awarded to that Applicant, the contract award will be set aside,
- 15.10 The Applicant will be referred to the relevant law enforcement authorities for investigation of whether the Applicant or any other persons have committed any criminal offence.
- 15.11 If an Applicant submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the Applicant can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the Applicant.

## 16 Signing of the Application and Number of Copies

- 16.1 The Applicant shall prepare one original of the documents comprising the Application as described in clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.
- 16.2 The Applicant shall submit copies of the signed original Application, in the number specified in the RDS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

## D. Submission and Opening of Tenders

### 17 Sealing and Marking of Applications

17.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:

- a) Bear the name and address of the Applicant;
- b) Be addressed to the Procuring Entity, in accordance with ITA 17.1; and
- c) Bear the specific identification of this prequalification process indicated in the RDS1.1.

17.2 The Procuring Entity will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.

17.3 Applicants [*shall not*] have the option of submitting their Applications electronically

### 18 Deadline for Submission of Applications

**18.1** Applicants shall submit their applications **STRICLY BY HAND DELIVERY**. Applications shall be received by the Procuring Entity at the address and no later than the deadline indicated in the RDS.

18.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Applications by amending;

The Registration Document in accordance with ITA 8, in which case all rights and obligations of the Procuring Entity and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

### 19 Late Applications

19.1 The Procuring Entity shall not consider any tender that arrives after the deadline for submission of tenders. Any tender received after the deadline for submission shall be declared late, rejected and returned unopened to the tenderer.

### 20. Opening of Applications

20.1 The Procuring Entity shall open all Applications at the date, time and place specified in the **RDS**. Late Applications shall be treated in accordance with ITA 19.1.

20.2 Applications submitted electronically (if permitted pursuant to ITA 17.3) shall be opened in accordance with the procedures specified in the **RDS**.

20.2 The Procuring Entity shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.

## **E. Procedures for Evaluation of Applications**

### **21 Confidentiality**

21.1 Information relating to the Applications, their evaluation and results of the Registration shall not be disclosed to Applicants or any other persons not officially concerned with the registration process until the notification of registration results is made to all Applicants in accordance with ITA 28.

21.2 From the deadline for submission of Applications to the time of notification of the results of the registration in accordance with ITA 28, any Applicant that wishes to contact the Procuring Entity on any matter related to the registration process may do so only in writing.

### **22 Clarification of Applications**

22.1 To assist in the evaluation of Applications, the Procuring Entity may, at its discretion, ask an Applicant for a clarification (including missing documents) of its Application, to be submitted within a stated reasonable period of time. Any request for clarification from the Procuring Entity and all clarifications from the Applicant shall be in writing.

22.1 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Entity's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.

### **23 Responsiveness of Applications**

23.1 The Procuring Entity may reject any Application which is not responsive to the requirements of the Registration Document. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant.

### **24 Margin of Preference**

24.1 Unless otherwise specified in the **RDS**, a margin of preference shall not apply in the Tendering process resulting from this registration.

## 25 Nominated Subcontractors

25.1 Unless otherwise stated in the PDS, the Procuring Entity does not intend to execute any specific elements of the works by sub-contractors selected in advance by the Procuring Entity (so-called “Nominated Subcontractors”).

25.2 The Applicant shall not propose to subcontract the whole of the Works or Goods. The maximum limit

Subcontracting permitted under the contract may be specified by the Procuring Entity in the Tendering Document. The Procuring Entity, in ITA 25.2, may permit the Applicant to propose subcontractors for specialized as indicated there in as (“Specialized Subcontractors”). Applicants planning to use such Specialized Subcontractors shall specify, in the Application Submission Letter, the activity (ies) or parts of the Works proposed to be subcontracted along with details of the proposed subcontractors including their qualification and experience.

## F. Evaluation of Applications and Registration of Applicants

### 26 Evaluation of Applications

26.1 The Procuring Entity shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Procuring Entity reserves the right to waive min or deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the Contract.

26.2 Subcontractors proposed by the Applicant shall be fully qualified and meet the minimum specific experience criteria as specified for their parts of the proposed contract for Works or Goods or non-consulting services. The subcontractor's qualifications shall not be used by the Applicant to qualify for the Works or Goods or non- consulting services unless their parts of the Works or Goods or non-consulting services were previously designated by the Procuring Entity in the RDS as can be met by Specialized Subcontractors, in which case:

- i) The Specialized Subcontractors shall meet the minimum qualification requirements specified in Section III, and
- ii) The qualifications with respect to specific experience of the Specialized Subcontractor proposed by the Applicant may be added to the qualifications of the Applicant for the purpose of the evaluation.

Unless the Applicant has been determined registration on its own without taking into account the qualification and experience of the proposed specialized sub-contractor, the tender submitted by the Applicant shall include the same specialized sub-contractor failing which, such tender may be rejected unless a change in the specialized sub-contractor was requested by the Applicant and approved by the Procuring Entity subsequent to registration but before the tender submission deadline in accordance with ITA 30.

- 26.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Procuring Entity shall prequalify each Applicant for each lot and for a combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements the Eligibility and Qualification Criteria.
- 26.4 Further, in the case of multiple contracts, the Procuring Entity will prepare the Eligibility and Qualification Criteria Form for items 3.1, 3.2, 4.2(a) and 4.2(b) for each Lot, to be completed by applicants.
- 26.5 Only the qualifications of the Applicant shall be considered. The qualifications of other firms, including the Applicant's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors in accordance with ITA 25.2 above) or any other firm(s) different from the Applicant shall not be considered.

## 27 Procuring Entity's Right to Accept or Reject Applications

- 27.1 The Procuring Entity reserves the right to accept or reject any Application, and to annul the registration process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

## 28 Registration of Applicants

- 28.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be registered by the Procuring Entity. The Procuring Entity shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.

- 28.32 Applicants that have not been prequalified may write to the Procuring Entity to request, in writing, the grounds on which they were disqualified.

## 28 Invitation to Tender

- 29.1 Promptly after the notification of the results of the registration, the Procuring Entity shall invite Tenders from all the Applicants that have been registration or conditionally registration.
- 28.2 Applicants may be required to provide a Tender Security or a Tender-Securing Declaration acceptable to the Procuring Entity in the form and an amount to be specified in the tendering document.
- 28.3 The successful Applicant shall be required to provide a Performance Security as specified in the tendering document.

## 29 Changes in Qualifications of Applicants

- 30.1 Any change in the structure or formation of an Applicant after being registration in accordance with ITA 27 and invited to tender (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to registration the Applicant) shall be subject to the written approval of the Procuring Entity prior to the deadline for submission of Tenders. Such approval shall be denied if
- (i) a registration applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members;
  - (ii) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III (Qualification Criteria and Requirements); or

(iii) in the opinion of the Procuring Entity, the change may result in a substantial reduction in competition. Any such change should be submitted to the Procuring Entity not later than fourteen (14) days after the date of the Invitation to Tender.

**31 Procurement Related Complaints**

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

SECTION II - REGISTRATION DATA SHEET (RDS)

|  |  |
|--|--|
| A. General;                              |  |
| ITA 1                                    | <p>The Procuring Entity is; <b>NDIA TECHNICAL AND VOCATIONAL COLLEGE P.O BOX 4-10230 SAGANA</b></p> <p>The identification of the Invitation for Registration is:<br/><b>NDIATVC/REG - 2026-2028</b></p> <p>The particular type of contract is for Services and Goods</p> <p>The Tender is for: <b>Registration of Suppliers / Contractors for Supply of Goods and Provision of Services for the Financial Years 2026/2027 - 2027/2028</b></p> <p>Registration will be based on: <b>Individual Contract</b></p> |
| ITA 2                                    | The Source of funds shall be: <b>Government of Kenya</b>   |
| ITA 3                                    | Maximum number of members in JV shall be: N/A  |
| B. Comments of the Registration Document |  |
| ITA 4                                    | <p>For clarification purposes the Procuring Entity’s Address is</p> <p style="text-align: center;"><b>Ndia Technical and Vocational College</b><br/><b>PO BOX 4-10230,</b><br/><b>SAGANA</b></p>   |
| ITA 5                                    | A pre- arranged meeting will be held on: N/A   |
|  | Pre- Tender meeting shall be held: No N/A  |
| ITA 6                                    | A pre - arrange site visit will be held on: N/A  |
| ITA 7                                    | Minutes of the pre-arranged site visit and those of the pre-proposed meeting at the web page: N/A  |
| ITA 8                                    | Copy to be submitted: One  |

|                          |  |
|--------------------------|--|
| ITA 9                    | Addendum issued shall be published at the website: <b>www.ndiatvc.ac.ke and <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></b> |
| C. Preparation of Tender |  |

|        |   |
|--------|---|
| ITA 10 | <p>The Tenderer shall submit (Mandatory Requirement) with its Tender the following documents;</p> <ol style="list-style-type: none"> <li>1. Certified copy of Certificate of Registration / Certificate of Incorporation.</li> <li>2. Copy of Valid Tax Compliance Certificate from Kenya Revenue Authority</li> <li>3. Certified copy of Certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date)</li> <li>4. The bid document “Original” must be sequentially paginated / serialized.</li> </ol> |
|--------|---|

**Submission of Applications**

|        |   |
|--------|---|
| ITA 11 | <p>The deadline for Application submission is:</p> <p><b>Date:29/05/2026</b></p> <p><b>Time: 11:00am</b></p> <p>For Application submission purposes only, the Procuring Entity's address is:</p> <p><b><i>NDIA TECHNICAL AND VOCATIONAL COLLEGE</i></b></p> <p><b><i>P.O BOX 4-10230,</i></b></p> <p>SAGANA</p> <p>Telephone: (0799906614)</p> <p>Email address: <a href="mailto:ndiatechnical@gmail.com">ndiatechnical@gmail.com</a></p> <p>Applicants [<i>shall not</i>] have the option of submitting their Applications electronically.</p> |
| ITA 12 | <p>Late Applications will be returned unopened to the Applicants.</p> <p>.</p>  |

|   |  |
|---|--|
| ITA 13  | The Procuring Entity will/will not accept late applications.<br>If late applications will be accepted, they must be received not later than <b>29/5/2026</b> after the deadline for submission of applications |
| ITA 14  | The opening of the Applications shall be at the Lecture Theatre.   |
| <b>E. Procedures for Evaluation of Applications</b> |  |
| ITA 15  | A margin of preference [ <i>insert either "shall" or "shall not"</i> ] apply.  |

### SECTION III - QUALIFICATION CRITERIA AND REQUIREMENTS

1. This section contains all the methods, criteria, and requirements that the Procuring Entity shall use to evaluate Applications, all in one Form “Eligibility and Qualification Criteria”. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the Form.
2. The Procuring Entity shall insert one Form for each Lot or Contract in case of multiple contracts.
3. This form is generic and refers to works and construction. In case of Supply of Goods or Non-Consulting Services, the form shall be amended to read Goods or Non-Consulting Services as appropriate.

## EVALUATION CRITERIA FOR REGISTRATION OF SUPPLIER

### PART I PRELIMINARY REQUIREMENTS (MANDATORY)

Bidders must attach evidence to fulfill the following requirements:

## 7.0 EVALUATION CRITERIA

| S/no | Required Information                | Form Type | Points Score | Compliance Requirement  |
|------|-------------------------------------|-----------|--------------|---|
| 1    | Mandatory Requirements              | REG-1     | Mandatory    | All documents required for the respective categories must be submitted  |
| 2    | Registration Data                   | REG-2     | Mandatory    | The form must be dully completed, signed and stamped  |
| 3    | Confidential Business Questionnaire | REG-3     | Mandatory    | The form must be dully completed, signed and stamped  |
| 4    | Litigation History                  | REG-4     | 10           | The form must be dully completed, signed and stamped  |
| 5    | Financial Capability                | REG-5     | 15           | Documents required must be provided   |
| 6    | Past Experience                     | REG-6     | 15           | Provide all information and documentation requested for. <i>Special Groups are Exempted from this criterion</i> |
| 7    | Sworn Statement                     | REG-7     | 10           | The form must be dully completed, signed and stamped  |
|      | <b>TOTAL SCORE</b>                  |           | <b>50</b>    |   |

To qualify for Prequalification, applicants must score at least 60% i.e.

- 21 out of 35 for Special groups (Youth, Women and PWD)
- 30 out of 50 for others

## **FORM REG - 1 - MANDATORY REQUIREMENTS**

These include: -

1. Proof of Registration with Registrar of Companies. Companies Incorporated under the Company's Act must in addition submit Copy of recent Certificate of Confirmation of Directors and Shareholding (CR12) issued within the last 12 months from the date of opening. (This may be verified with the Registrar of Companies. Others (Partnerships and Business names) must submit copies of Directors National Identity Cards – mandatory to all categories.
2. Submit a copy of a Copy of Valid Tax Compliance Certificate issued by the Kenya Revenue Authority (May be verified on the KRA TCC Checker) - mandatory for all categories. 3. Submit a copy of relevant valid business permit from County Government in Area of operation – mandatory for all.  
  
9 Businesses owned by Special Groups i.e., Youth, Women and Persons Living with Disabilities (PWDs) and that intend to be registered and benefit from Opportunities reserved for Special Groups must submit a copy of Valid AGPO Certificate from National Treasury.
3. Provide proof of valid relevant registration and/or Licenses from relevant regulatory bodies for categories that require regulatory approvals (e.g., National Construction Authority for works, Insurance Regulatory Authority for Insurance, IATA for Air travel firms, Practicing certificates for Professionals, VMD for Vaccines, Pharmacy and Poisons Board for Pharmaceuticals, ERC License for fuels etc.) Where applicable

FORM REG-2 - REGISTRATION DATA

**REGISTRATION OF SUPPLIERS APPLICATION FORM**

1. Company/Firm Data

I/We ..... hereby apply for registration as supplier(s)  
(Name of Company/Firm)

For .....  
(Item Description)

.....  
(Category No.)

Post Office Address: .....

E-mail Address: .....

Office Tel. No..... Mobile No. ....

Town..... Street .....

Name of building .....

Room/Office No. .... Floor No. ....

Full Name of Applicant: .....

Other branch's location (if any) .....

2. **ORGANIZATION & BUSINESS INFORMATION**

.....  
.....  
(Indicate Nature of Business)

AGPO DETAILS (Applicable for Special Groups Only)

AGPO Category of Registration .....  
(Indicate either Youth, Women or PWD) AGPO Registration No.

.....  
I/We confirm availability of financial resources to execute contract(s) once registered  
.....  
(Indicate Yes/No.)

Signature of Applicant .....

FORM REG -3 - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

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

A. Tenderer's details

|   | ITEM  | DESCRIPTION  |
|---|---|--|
| 1 | Name of the Procuring Entity                          |  |
| 2 | Name of the Tenderer                                  |  |
| 3 | Full Address and Contact Details of the Tenderer.     | 1. Country<br>2. City<br>3. Location<br>4. Building<br>5. Floor<br>6. Postal Address<br>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. |  |

**General and Specific Details**

b) Sole Proprietor, provide the following details.

**Name in full** \_\_\_\_\_

**Age** \_\_\_\_\_

**Nationality** \_\_\_\_\_

**Country of Origin** \_\_\_\_\_

Citizenship\_\_\_\_\_

c) Partnership, provide the following details.

|   | <b>Names of Partners</b> | <b>Nationality</b> | <b>Citizenship</b> | <b>% Shares owned</b> |
|---|--------------------------|--------------------|--------------------|-----------------------|
| 1 |                          |                    |                    |                       |
| 2 |                          |                    |                    |                       |
| 3 |                          |                    |                    |                       |

d) Registered Company, provide the following details.

- i) Private or public Company \_\_\_\_\_
- ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent) .....

Issued Kenya Shillings (Equivalent) .....

iii) Give details of Directors as follows.

| <b>Names of Director</b> | <b>Nationality</b> | <b>Citizenship</b> | <b>% Shares owned</b> |  |
|--------------------------|--------------------|--------------------|-----------------------|--|
| 1                        |                    |                    |                       |  |
| 2                        |                    |                    |                       |  |
| 3                        |                    |                    |                       |  |

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

Are there any person/persons in ..... (Ndia Technical & Vocational College ) who has an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

|   | <b>Names of person</b> | <b>Designation in Procuring Entity</b> | <b>Interest or relationship with tenderer</b> | <b>Interest Relationship with Tenderer</b> |
|---|------------------------|--|---|--|
| 1 |                        |  |   |  |
| 2 |                        |  |   |  |
| 3 |                        |  |   |  |

**(i) CONFLICT OF INTEREST DISCLOSURE**

|   | <b>Type of Conflict</b>  | <b>Disclosure<br/>YES OR NO</b> | <b>If YES provide details of the<br/>relationship with Tenderer</b> |
|---|--|---------------------------------|---|
| 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<br>Procuring<br>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  |                                 |   |

|  | <b>Type of Conflict</b> | <b>Disclosure<br/>YES OR NO</b> | <b>If YES provide details of the<br/>relationship with Tenderer</b> |
|--|-------------------------|---------------------------------|---|
|--|-------------------------|---------------------------------|---|

|   |  |  |  |
|---|--|--|--|
|   | Tenderer had offered 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 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?   |  |  |

(d) **Certification**

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

**Name** \_\_\_\_\_

**Title or Designation** \_\_\_\_\_

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

Name of Contract Supplier: .....

Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount.

| <b>YEAR</b> | <b>AWARD FOROR AGAINST APPLICANT</b> | <b>NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE</b> | <b>DISPUTED AMOUNT (CURRENT VALUE KSHS EQUIVALENT)</b> |
|-------------|--------------------------------------|---|--|
|             |                                      |   |  |
|             |                                      |   |  |
|             |                                      |   |  |
|             |                                      |   |  |
|             |                                      |   |  |
|             |                                      |   |  |
|             |                                      |   |  |
|             |                                      |   |  |
|             |                                      |   |  |

**All pending litigation shall in total not represent more than fifty percent (50%) of the Applicant's net worth and shall be treated as resolved against the Applicant.**

**Signature of Applicant .....**

**Stamp**

1. Financial Capability: Applicants will be required to demonstrate that the company is stable financially to transact business with Ndia Technical ad Vocational College.

Sagana and shall be expected to: -

- Submit at least one of the following: -
- Audited Financial Statements for the last financial year (i.e., 2021),
- Copy of auditor’s certificate confirming the candidate is not insolvent, in Receivership, bankrupt on in the process of being wound up
- Certified Bank Statement for the last one year.

2. For firms in the special group category, a commitment indicating that one has the financial capacity to execute contract(s) once registered.

**FORM REG-6 - PAST EXPERIENCE NAMES OF THE APPLICANT’S CLIENTS (AT LEAST FOUR IN THE LAST TWO YEARS)**

**(NOT APPLICABLE TO SPECIAL GROUPS)**

1. Name of 1st Client (organization)

i) Name of Client

(Organization).....

ii) Address of Client

(Organization).....

iii) Name of Contact Person at the client organization) .....

iv) Telephone No. of Client.....

vi) Value of Contract .....

vi) Duration of Contract (date) .....

**(Attach documental evidence of existence of contract)**

2. Name of 2nd Client (organization)

- i) Name of Client (organization) .....
- ii) Address of Client (organization).....
- iii) Name of Contact Person at the client (organization).....
- iv) Telephone no of client .....
- v) Value of Contract.....
- vi) Duration of Contract  
(date).....

**(Attach documental evidence of existence of contract)**

3. Name of 3rd Client (organization)

- i) Name of Client  
(organization).....
- ii) Address of Client  
(organization).....
- iii) Name of Contact Person at the client  
(organization).....
- iv) Telephone No. of  
Client.....
- v) Value of  
Contract.....
- vi) Duration of Contract  
(date).....

**(Attach documental evidence of existence of contract)**

**FORM REG-7 - SWORN DECLARATION /STATEMENT**

Having studied the Registration information provided above I/We hereby state:

- a. The information furnished in our application is accurate to the best of our knowledge.
- b. That in case of being registered, I/We acknowledge that this grants me/us the right to participate in due time in the submission of a tender or quotation on the basis of provisions in the tender or quotation documents to follow.
- c. When the call for Quotations is issued and the legal technical or financial conditions or the contractual capacity of the firm changes I/We will come ourselves to inform you and acknowledge your right to review the prequalification made.
- d. I/We enclose all the required documents and information required for the prequalification evaluation.
- e. I/We hereby give County Government of Kirinyaga authority to seek any references it may deem vital while carrying out their evaluation.
- f. I/We also hereby declare that the company is not debarred from participating in any procurement proceeding.

Date:.....

Applicant’s Name: .....

Represented by: .....

Designation: .....

Signature: .....

**(Name and designation of the person signing and stamp or seal)**

**SECTION IV- FORM OF TENDER**

**1. Application Submission Letter**

Date: ..... *[Insert day, month, and year]*

REG No. and title: ..... *[Insert ITT number and title]*

To:..... *[insert full name of Procuring Entity]* We, the undersigned, apply to be registered for the referenced ITT and declare that:

- a) No reservations: We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with ITA 8: *[insert the number and issuing date of each addendum]*.
- b) No conflict of interest: We have no conflict of interest in accordance with ITA 5.7;
- c) Eligibility: We (and our subcontractors) meet the eligibility requirements as stated ITA 5, we have not been suspended by the Procuring Entity based on execution of a Tender/Proposal-Securing Declaration in accordance with ITA 5.8;

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

State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state- owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITA5.9];*

- f) Subcontractors and Specialized Subcontractors: We, in accordance with ITA 24.2 and 25.2, plan to subcontract the following key activities and/or parts of the works or supply contracts:

.....  
*[Insert any of the key activities identified in Section III-4.2 (a)or(b) or 4.3(a) or (b) which the Procuring Entity has permitted under the registration Document and which the Applicant intends to subcontract along with complete details of the Specialized Subcontractors, their qualification and experience]*

- (g) Commissions, gratuities, fees: We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the registration process, the corresponding Tendering process or execution of the Contract:

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |

(if none has been paid or is to be paid, indicate ‘none’)

True and correct: All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed..... *[Insert signature(s) of an authorized representative(s) of the Applicant]*

Name..... *[Insert full name of person signing the Application]*

In the capacity of..... *[Insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: Applicant's

Name..... *[Insert full name of Applicant or the name of the JV]*

Address..... *[Insert street number/town or city/country address]*

Dated on..... *[Insert day number] day of [insert month], [insert year]*

*[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]*

SELF-DECLARATION FORMS

FORM SD1

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

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

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

..... (Title)

..... (Signature)

..... (Date)

Bidder Official Stamp

**FORM SD2**

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/Rubber Stamp where applicable)

Witness

Name .....

Sign.....

Date.....

**3. Applicant Information Form**

Date: ..... *[Insert day, month, year]*

REG No. and title:..... *[Insert REG number and title]*

Page. .... *[Insert page number]* of pages *[insert total number]*

|  |
|--|
| <p>Applicant's name<br/><i>[insert full name]</i></p>  |
| <p>In case of Joint Venture (JV), name of each member:<br/><i>[insert full name of each member in JV]</i></p>  |
| <p>Applicant's actual or intended country of registration:<br/><i>[indicate country of Constitution]</i></p>   |
| <p>Applicant's actual or intended year of incorporation:<br/><i>[indicate year of Constitution]</i></p>  |
| <p>Applicant's legal address[in country of registration]:<br/><i>[insert street/ number/ town or city/ country]</i></p>  |
| <p>Applicant's authorized representative information<br/>           Name: <i>[insert full name]</i><br/>           Address: <i>[insert street/ number/ town or city/ country]</i><br/>           Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i><br/>           E-mail address: <i>[indicate e-mail address]</i></p>  |
| <p>1. Attached are copies of original documents of</p> <ul style="list-style-type: none"> <li><input type="checkbox"/>Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 5.6.</li> <li><input type="checkbox"/>In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 5.3.</li> <li><input type="checkbox"/>In case of state-owned enterprise or institution, in accordance with ITA 5.9documents establishing:               <ul style="list-style-type: none"> <li>●Legal and financial autonomy</li> <li>●Operation under commercial law</li> <li>●Establishing that the Applicant is not under supervision of the Procuring Entity</li> </ul> </li> </ul> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p> |

#### 4. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

##### A. Tenderer's details

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

##### General and Specific Details

a) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_

Age \_\_\_\_\_ Nationality \_\_\_\_\_

Country of Origin \_\_\_\_\_ Citizenship \_\_\_\_\_

b) Partnership, provide the following details.

|   | Names of Partners | Nationality | Citizenship | % Shares owned |
|---|-------------------|-------------|-------------|----------------|
| 1 |                   |             |             |                |
| 2 |                   |             |             |                |
| 3 |                   |             |             |                |

(d) Registered Company, provide the following details.

i) Private or public Company \_\_\_\_\_

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

Nominal Kenya Shillings (Equivalent) .....

Issued Kenya Shillings (Equivalent) .....

iii) Give details of Directors as follows.

|   | Names of Director | Nationality | Citizenship | % Shares owned |
|---|-------------------|-------------|-------------|----------------|
| 1 |                   |             |             |                |
| 2 |                   |             |             |                |
| 3 |                   |             |             |                |

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

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

If yes, provide details as follows.

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

(ii) Conflict of interest disclosure

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

|   | Type of Conflict   | Disclosure<br>YES OR<br>NO | If YES provide details of the<br>relationship with Tenderer |
|---|--|----------------------------|---|
| 7 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract. |                            |   |
| 8 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.   |                            |   |
| 9 | Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?   |                            |   |

(f) Certification

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

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

*(Signature)*

*(Date)*

#### 4. TENDERER'S JV MEMBERS INFORMATION FORM

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|    |  |
|----|--|
| 1. | Tenderer's Name:<br><i>[insert Tenderer's legal name]</i>  |
| 2. | Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>  |
| 3. | Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>  |
| 4. | Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>  |
| 5. | Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>  |
| 6. | Tenderer's JV Member's authorized representative information<br>Name: <i>[insert name of JV's Member authorized representative]</i><br>Address: <i>[insert address of JV's Member authorized representative]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i><br>Email Address: <i>[insert email address of JV's Member authorized representative]</i>   |
| 7. | Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i><br><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.<br><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6. |
| 8. | Included are the organizational chart and a list of Board of Directors   |

# FORM OF TENDER-SECURING DECLARATION

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

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

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

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

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

Signed:.....

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

.....

Name: .....

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

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

Seal or stamp.

---

## **PART 3 - CONDITIONS OF CONTRACT**

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## SECTION I - GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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

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

### 2. Interpretation

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

## 22. Incoterms

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

## 3. Contract Documents

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

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

## 4. Fraud and Corruption

- 3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.
- 3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

### 4.1 Entire Agreement

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

### 4.2 Amendment

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

### 4.3 Non-waiver

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

### 4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable,

such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 5. Language

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

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

## 6. Joint Venture, Consortium or Association

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

## 7. Eligibility

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

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

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

## 8. Notices

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

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

## 9. Governing Law

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

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

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

## 10. Settlement of Disputes

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

- 102 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 10.2 Arbitration proceedings shall be conducted as follows:**
- 1021 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.
- 1022 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 1023 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 1024 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.
- 1025 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.
- 1026 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.
- 1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
- 10.3 Arbitration Proceedings**
- 1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- i) Kenya National Chamber of Commerce
  - ii) Chartered Institute of Arbitrators (Kenya Branch)
  - iii) The Law Society of Kenya
- 1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 1033 **Alternative Arbitration Proceedings**
- Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.
- 10.4 Arbitration with Foreign Suppliers**
- 1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

- 1042 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].
- 105 Alternative Arbitration Proceedings**  
Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.
- 106 Failure to Comply with Arbitrator's Decision**  
1061 The award of such Arbitrator shall be final and binding upon the parties.  
10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.
- 107 Contract operations continue**  
Notwithstanding any reference to arbitration herein,  
a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and  
b) the Procuring Entity shall pay the Supplier any monies due the Supplier.
- 11. Inspections and Audit by the Procuring Entity**  
11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.  
11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.
- 12. Scope of Supply**  
12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents**  
13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities**  
14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price**  
15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception

of any price adjustments authorized in the SCC.

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

#### 16. Terms of Payment

- 161 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.
- 162 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 163 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.
- 164 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 165 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

#### 17. Taxes and Duties

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

#### 18. Performance Security

- 181 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 182 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 183 As specified in **the** SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the** SCC, or in another format acceptable to the Procuring Entity.
- 184 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

#### 19. Copyright

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

including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **20. Confidential Information**

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

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

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

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

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

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

## **21. Subcontracting**

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

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

## **22. Specifications and Standards**

### **22.1 Technical Specifications and Drawings**

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

Entity and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

**24. Insurance**

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

**25. Transportation and Incidental Services**

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

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

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

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

**26. Inspections and Tests**

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

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

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable

advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

- 26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 27. Liquidated Damages**
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.
- 28. Warranty**
- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights

which the Procuring Entity may have against the Supplier under the Contract.

**29. Patent Indemnity**

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

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

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

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

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

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

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

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

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

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

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted,

promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

### 32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

### 33. Change Orders and Contract Amendments

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

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

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

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

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

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

33.5 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

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

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

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

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

#### 34. Extensions of Time

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

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

#### 35. Termination

##### 35.1 Termination for Default

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

##### 35.2 Termination for Insolvency.

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

##### 35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination

is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
  - i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

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

**37. Export Restriction**

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

## SECTION VII - SPECIAL CONDITIONS OF CONTRACT

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

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract   |
|---------------------|--|
| <b>GCC 1.1(h)</b>   | Ndia Technical and Vocational College  |
| <b>GCC 4.2 (a)</b>  | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms,   |
| <b>GCC 4.2 (b)</b>  | The version edition of Incoterms shall be <i>INCOTERMS 2015</i>  |
| <b>GCC 8.1</b>      | For <b>notices</b> , the College address shall be:<br>Ndia Technical and Vocational College<br>P.O BOX 4-10230, SAGANA<br>0799906614<br><a href="mailto:ndiatechnical@gmail.com">ndiatechnical@gmail.com</a>   |
| <b>GCC 10.4.2</b>   | The place of arbitration shall be Kenya  |
| <b>GCC 13.1</b>     | <p>Details of Shipping and other Documents to be furnished by the Supplier are 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.</p> <p>The above documents shall be received by the College before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>   |
| <b>GCC 15.1</b>     | The prices charged for the Goods supplied and the related Services performed shall not be adjustable.  |
| <b>GCC 16.1</b>     | <p><b>Sample provision</b></p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents to the College.</p> <p>Payments shall be made promptly by the college, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.</p> <p>Where the college rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents</p> <p>The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.</p> <p>the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> |
| <b>GCC 18.3</b>     | If required, the Performance security shall be denominated in Kenya Shilings   |

|                 |  |
|-----------------|--|
| <b>GCC 23.2</b> | The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit  |
| <b>GCC 24.1</b> | The insurance coverage shall be as specified in the Incoterms.<br>If not in accordance with Incoterms.   |
| <b>GCC 25.1</b> | Responsibility for transportation of the Goods shall be as specified in the Incoterms.<br><br>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 (   |
| <b>GCC 25.2</b> | The Supplier may be required to provide any or all of the following services, including additional services, if any, <ul style="list-style-type: none"> <li>a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul> training of the College personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. |
| <b>GCC 26.1</b> | The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i>   |
| <b>GCC 26.2</b> | The Inspections and tests shall be conducted at the college designated area of use at the cost of the supplier   |
| <b>GCC 27.1</b> | The liquidated damage shall be 20% per week Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified.. Once the maximum is reached, the College may terminate the Contract pursuant to GCC Clause 35.   |
| <b>GCC 27.1</b> | The maximum amount of liquidated damages shall be 100%   |
| <b>GCC 28.3</b> | The period of validity of the Warranty shall be 365 days<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>Ndia Technical and Vocational College<br><br>GCC 28.3—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in  |

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|                                      | <p>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:</p> <p>(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,</p> <p><b>or</b></p> <p>(b) pay liquidated damages to the College with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____).</p> |
| <p><b>GCC 28.5,<br/>GCC 28.6</b></p> | <p>The period for repair or replacement shall be as specified by the warrant and if no warrant 365 days.</p>   |
| <p><b>GCC 33.6</b></p>               | <p>If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be 30% (insert appropriate percentage).</p> <p>The percentage is normally up to 50%) of the reduction in the Contract Price.</p>  |