



UNIVERSITY OF NAIROBI
P. O. BOX 30197-00100
NAIROBI

www.uonbi.ac.ke

OPEN TENDER

TENDER NAME: SUPPLY AND DELIVERY OF LIBRARY BOOKS

TENDER NUMBER: UON/ONT/07/2023-2024

DATE OF NOTICE: 25th March 2024

CLOSING DATE: 11th April 2024 at 10.30 AM

INVITATION TO TENDER

PROCURING ENTITY: UNIVERSITY OF NAIROBI

1. **CONTRACT NAME AND DESCRIPTION: SUPPLY AND DELIVERY OF LIBRARY BOOKS.**
2. The University of Nairobi (UON) invites sealed tenders from eligible candidates for the **SUPPLY AND DELIVERY OF LIBRARY BOOKS.**
3. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
4. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office **hours 0900 to 1600 hours** at the address given below.
5. A detailed tender notice and a complete set of tender documents may be obtained by interested tenderers from the University website: www.uonbi.ac.ke or PPIP portal: www.tenders.go.ke free of charge. Bidders are encouraged to download tender documents.
6. All interested bidders are required to continually check the University website: www.uonbi.ac.ke or PPIP portal: www.tenders.go.ke for any tender addenda or clarifications that may arise before the submission date
7. The Bidders shall chronologically serialize all pages of the bid documents submitted. (All pages including any attachments should be **PAGINATED**)
8. All Tenders must be accompanied by a **Tender Security of Kshs.50,000.00 (Fifty Thousand Kenya Shillings)** valid for **170 days**, from tender opening date.
9. Completed tenders must be delivered *in the tender box located at the University of Nairobi, Administration Block on Ground Floor* on or before **Thursday 11th April, 2024 at 10:30 am**. Electronic Tenders *will not be* permitted.
10. Opening of the bid documents will be done immediately after the deadline date or times specified later in the presence of applicants or their representatives who choose to attend at the address given below.
11. Late tenders will be rejected.
12. The addresses referred to above are:

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

University of Nairobi
P.O Box 30197 - 00100,
NAIROBI
Administration Block, 3rd Floor
Tel: +254 (020) 4943082
Email: directorsupplychain@uonbi.ac.ke

B. Address for Submission of Tenders

1. Name of Procuring Entity: **University of Nairobi**
2. Postal Address: **P.O Box 30197 - 00100 Nairobi**
3. Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

Address to:

**The Vice Chancellor,
University of Nairobi
P.O Box 30197 - 00100,
Nairobi
University Way
Email: directorsupplychain@uonbi.ac.ke**

Tender Box located on the Ground Floor, Administration Block, Main Campus
along University Way

Bulky tenders which will not fit in the tender box shall be delivered to the Supply Chain Management Services Directors Office, 3rd floor Administration Block.

C. Address for Opening of Tenders

1. Name of Procuring Entity: **University of Nairobi**
2. Physical address for the location **Procurement Boardroom, 3 Floor, main campus**

**The Vice Chancellor,
University of Nairobi
P.O Box 30197 - 00100,
Nairobi
Email: directorsupplychain@uonbi.ac.ke**

University of Nairobi reserves the right to accept or reject any bid and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.

**VICE CHANCELLOR
UNIVERSITY OF NAIROBI**

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A. General Provisions

1 Scope of Tender

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

2 Definitions

Throughout this tendering document:

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

3 Fraud and Corruption

- 3.1. The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings
- 3.2. The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3. Unfair Competitive Advantage - Fairness and transparency in the tender process requires that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

4 Eligible Tenderers

- 4.1. A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, 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. Public employees and their close relatives (spouses, children, brothers, sisters and uncles and aunts) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall

nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the TDS.

- 4.2. Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3. A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) has the same - representative or ownership as another Tenderer; or
 - d) 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; or
 - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who:
 - i. are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or
 - ii. Would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 4.4. A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 4.5. A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be

part of another joint venture for the purposes of the same Tender.

- 4.6. A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.7. A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website www.ppra.go.ke.
- 4.8. Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) A legal public entity of the state Government and/or public administration, (ii) Financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) Operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 4.9. Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a 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 for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 4.10. Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 4.11. Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the TDS
- 4.12. The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the

website www.cak.go.ke.

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

5 Eligible Goods and Related Services

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

5.2 For purposes of this ITT, the term “goods” includes books, periodicals, drugs, medical consumables, surgical items, theatre items, commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.

5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

5.4 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:

- a) Motor vehicles, plant and equipment which are assembled in Kenya;
- b) Furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
- c) Goods manufactured, mined, extracted or grown in Kenya.

5.5 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 Request for Tenders Document

6 Sections of Tendering Document

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

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Supply Requirements

- v) Section V - Schedule of Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)

viii) Section VIII- Contract Forms

- 6.2 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7 Clarification of Tendering Document

- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.
- 7.2 The Procuring Entity shall specify in the TDS if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.
- 7.4 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

8 Amendment of Tendering Document

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

- 8.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

C. Preparation of Tenders

9 Cost of Tendering

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

10 Language of Tender

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

11 Documents Comprising the Tender

- 11.1 The Tender shall comprise the following:
- a) Form of Tender prepared in accordance with ITT11;
 - b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
 - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
 - d) Alternative Tender: if permissible, in accordance with ITT12;
 - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
 - f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
 - g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
 - h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
 - i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
 - j) Any other document required in the TDS.
- 11.2 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 11.3 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to

this Tender.

12 Form of Tender and Price Schedules

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

13 Alternative Tenders

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

14 Tender Prices and discounts

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

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

14.3 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.

14.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

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

14.6 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the TDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.

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

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

insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:

- a) For Goods manufactured in Kenya:
 - i. the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the TDS, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - ii. any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
 - iii. The price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified in the TDS.
- b) For Goods manufactured outside Kenya, to be imported:
 - i. the price of the Goods, quoted CIP named place of destination, in Kenya, as specified in the TDS;
 - ii. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the TDS;
- c) For Goods manufactured outside Kenya, already imported:
 - i. the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - ii. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - iii. Any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
 - iv. The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the TDS.
- d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

15 Currencies of Tender and Payment

- 15.1 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.
- 15.2 The Tenderer shall quote in Kenya shillings. If allowed in the TDS, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.
- 15.3 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

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

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS following commencement of the use of the goods by the Procuring Entity.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 17.1 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 17.2 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
 - a) That, if required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
 - b) That, if required in the TDS, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - c) That the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18 Period of Validity of Tenders

- 18.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline

(as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

- 18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.
- 18.3 If the award is delayed by a period exceeding the number of days to be specified in the TDS days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- a) In the case of fixed price contracts, the Contract price shall be the tender price adjusted by the factor specified in the TDS;
 - b) In the case of adjustable price contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

19 Tender Security

- 19.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.
- 19.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 19.3 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:
- i. Cash;
 - ii. A bank guarantee;
 - iii. A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv. A letter of credit; or
 - v. Guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 19.4 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 19.5 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity

as non-responsive.

- 19.6 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 19.7 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 19.8 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i. sign the Contract in accordance with ITT 45; or
 - ii. Furnish a Performance Security in accordance with ITT 46.
- 19.9 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 19.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender- Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.
- 19.11 A tenderer shall not issue a tender security to guarantee itself.

20 Format and Signing of Tender

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

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

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

D. Submission and Opening of Tenders

21 Sealing and Marking of Tenders

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

a) In an envelope or package or container marked "**ORIGINAL**", all documents comprising the Tender, as described in ITT 11; and in an envelope or package or container marked "**COPIES**", all required copies of the Tender.

21.2 The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

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

- a) Specify in the TDS where such documents should be received.
- b) Maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
- c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

21.4 If an envelope or package or container is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

22 Deadline for Submission of Tenders

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

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

23 Late Tenders

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

24 Withdrawal, Substitution, and Modification of Tenders

24.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

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

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

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

25 Tender Opening

25.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the TDS in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified in the TDS.

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

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

25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the

corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.
- 25.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the TDS.
- 25.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 25.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
 - e) Number of pages of each tender document submitted.
- 25.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

26 Confidentiality

- 26.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 26.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 26.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

27 Clarification of Tenders

- 27.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its

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

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

28 Deviations, Reservations, and Omissions

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

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

29 Determination of Responsiveness

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

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

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

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

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

30 Non-conformities, Errors and Omissions

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

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

any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

30.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS. The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

31 Arithmetical Errors

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

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

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

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

32 Conversion to Single Currency

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

33 Margin of Preference and Reservations

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

33.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

- a) Motor vehicles, plant and equipment which are assembled in Kenya;
- b) Furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
- c) Goods manufactured, mined, extracted or grown in Kenya.

- 33.3 A margin of preference shall not be allowed unless it is specified so in the TDS
- 33.4 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.
- 33.5 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the TDS, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the TDS. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

34 Evaluation of Tenders

- 34.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tender documents; and
 - b) The lowest evaluated price.
- 34.2 Price evaluation will be done for Items or Lots (contracts), as specified in the TDS; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
 - d) Any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 34.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.
- 34.5 The Procuring Entity's evaluation of a Tender will include and consider:
- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
 - b) in the case of Goods manufactured outside Kenya, already imported or to be

imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

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

35 Comparison of Tenders

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

36 Abnormally Low Tenders

36.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

36.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

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

37 Abnormally High Tenders

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

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

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

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

38 Post-Qualification of the Tenderer

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

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

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

39 Lowest Evaluated Tender

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

- a) Most responsive to the Tender document; and
- b) The lowest evaluated price.

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

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

F. Award of Contract

41 Award Criteria

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

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

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

43 Notice of Intention to enter into a Contract

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

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

44 Standstill Period

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

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

45 Debriefing by the Procuring Entity

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

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

46 Letter of Award

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

47 Signing of Contract

47.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into

contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

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

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

48 Performance Security

48.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

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

48.3 Performance security shall not be required for a contract, if so specified in the TDS.

49 Publication of Procurement Contract

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

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

50 Procurement Related Complaints and Administrative Review

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

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

SECTION II. TENDER DATA SHEET (TDS)

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

ITT Reference	Particulars Of Appendix to Instructions to Tenders
A. General	
ITT 1.1	<ul style="list-style-type: none"> The reference number of the Invitation for Tenders is: UON/ONT/07/2023-2024 The Procuring Entity is: UNIVERSITY OF NAIROBI. The name of the Contract is: SUPPLY AND DELIVERY OF LIBRARY BOOKS The number and identification of lots (contracts) comprising this Invitation for Tenders is: N/A
ITT 2.3	<p>The Information made available on competing firms is as follows: N/A</p> <p>The firms that provided consulting services for the contract being tendered for are: N/A</p>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: N/A
ITT 3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be registered with: N/A
B. Contents of Tendering Document	
ITT 6.1	<p>a) Address where to send enquiries is directorsupplychain@uonbi.ac.ke to reach the Procuring Entity 3 DAYS BEFORE CLOSING DATE.</p> <p>b) The Procuring Entity publish its response at the website www.uonbi.ac.ke</p> <p>c) The Procuring Entity shall also promptly publish response at the website www.ppip.go.ke</p>
ITT 6.2	A pre-tender conference will NOT BE HELD
ITT 6.3	The questions to reach the Procuring Entity not later than- 7 DAYS BEFORE CLOSING DATE
C. Preparation of Tenders	
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: NOT APPLICABLE
ITT 12.1	Alternative Tenders SHALL NOT BE considered.
ITT 13.5	The prices quoted by the Tenderer SHALL NOT be subject to adjustment during the performance of the Contract unless where allowed under PPADA, 2015.
ITT 13.8 (a) (i)	Place of final destination: Goods shall be delivered to the University of Nairobi JKML Library
ITT 14.2	Foreign currency requirements NOT ALLOWED.
ITT 16.2 (a)	Copyright authorization is: Required where applicable
ITT 16.2 (b)	After sales service is: NOT REQUIRED

ITT Reference	Particulars Of Appendix to Instructions to Tenders
ITT 17.1	The Tender validity period shall be ONE HUNDRED AND FORTY (140) DAYS
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days.
ITT 18.1	A Tender Security amounting to Kshs.50,000 (Fifty Thousand Kenya Shillings) in the form of a bank guarantee issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company approved by IRA valid for 170 days shall be required.
ITT 19.1	In addition to the original of the Tender, the number of copies is: Tenderers shall submit ONE (1) ORIGINAL and ONE (1) COPY of the tender document
D. Submission and Opening of Tenders	
ITT 20.3	For Tender submission purposes only, the Procuring Entity's address is: <p style="text-align: center;">The Vice Chancellor, University of Nairobi P.O Box 30197 - 00100 Nairobi</p> <p>The Tender Box is located on the Ground Floor, Administration Block, Main Campus along University Way</p> <p>A tender package or container that cannot fit in the tender box shall be received as follows: <p style="text-align: center;">DIRECTOR, SUPPLY CHAIN MANAGEMENT SERVICES OFFICE 3ND FLOOR Administration Block, Main Campus along University Way</p> <p>All tenders submitted at the address above MUST be recorded in the register</p></p>
ITT 21.1	The deadline for Tender submission is: Date: 11th April 2024 Time: 10:30 a.m. Tenderers SHALL NOT have the option of submitting their Tenders electronically.
ITT 24.1	The Tender opening shall take place at: Procurement Boardroom, 3rd Floor, Administration block, Main Campus on Thursday 11th April 2024 at 10:30 a.m.
ITT 24.6	The Form of Tender and priced Activity Schedule shall be initialled by four representatives of the Procuring Entity conducting Tender opening. Each Tender shall be initialled by the entire tender opening committee, any modification to the unit or total price shall be initialled by the Representative of the Procuring Entity
E. Evaluation and Comparison of Tenders	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below: QUANTIFIABLE NON-MATERIAL NON-CONFORMITIES RELATED TO THE TENDER PRICE SHALL NOT BE RECTIFIED

ITT Reference	Particulars Of Appendix to Instructions to Tenders
ITT 31.1	The Tenderer shall quote in Kenya shillings. Foreign currency Requirements is: NOT ALLOWED as per ITT 14.2.
ITT 32.3	A margin of preference and/or reservation SHALL NOT apply and specify the details.
ITT 33.2 (d)	Additional evaluation factors are: N/A
F. Award of Contract	
ITT 41.1	The maximum percentage by which quantities may be increased is: N/A The maximum percentage by which quantities may be decreased is: N/A
ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed 25% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance security if so, required shall be in the sum of N/A
ITT 49.1	The Adjudicator proposed by the Procuring Entity is Nairobi Centre for International Arbitration . The hourly fee for this proposed Adjudicator shall be specified . The biographical data of the proposed Adjudicator is as follows: N/A
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website www.ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>[insert full name of person receiving complaints]</i> Title/position: <i>[insert title/position]</i> Procuring Entity: UNIVERSITY OF NAIROBI Email address: directorsupplychain@uonbi.ac.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. The terms of the Tendering Documents; and 2. The Procuring Entity’s decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

2.1 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected
- b) be substantially responsive to the tender documents;
- c) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s).

3. Preliminary examination for Determination of Responsiveness

- 3.1 The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

Preliminary Evaluation Criteria

No	Mandatory Requirement	Complied / Not Complied
MR1	Copy of Certificate of Registration/Incorporation.	
MR2	Copy of valid KRA Tax Compliance Certificate.	
MR3	Copy of current certificate of Confirmation of Directors and Shareholding (CR12) (Issued within the last 12 Months to Tender Opening Date)	
MR4	Valid trade license from respective County Government	
MR5	Duly filled, signed and stamped Form of Tender.	
MR6	Duly filled, signed and stamped Certificate of Independent Tender Determination	
MR7	Duly filled, signed and stamped Self-Declaration Form that the Person /Tenderer is not Debarred in the Matter of the Public Procurement and Asset Disposal Act 2015 (SD1 FORM)	
MR8	Duly filled, signed and stamped Self Declaration that the Person/Tenderer will not engage in any corrupt or fraudulent practice. (SD2 FORM)	
MR9	Duly filled, signed and stamped Declaration and commitment to the Code of Ethics Form	
MR10	Duly filled, signed and stamped Confidential Business Questionnaire.	
MR11	Duly Filled, Signed and Stamped Tenderer Information Form	
MR12	Duly filled, signed and stamped Price Schedule Form	
MR13	Tender document should be properly bound and paginated sequentially (1, 2, 3.....)	
MR14	Original Bid Bond of Fifty Thousand Kenya Shillings (Kshs50,000.00) and valid for 170 days from date of tender opening (should be denominated in Kenya Shillings, and in the form of a bank guarantee issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company approved by PPRA	
	Responsive/Non-responsive	

Note: Bidders must meet all the Mandatory requirements to qualify for Technical Evaluation.

Technical Evaluation Criteria

S/No	Technical Requirement	Max Score
1	Tenderers Availability- Provide details of physical address and contacts with either title, lease/agreement documents - 5 marks. No marks for non-submission	5 Marks
	Provision of a Detailed business profile complete with Organization structure - 5 marks. No marks for non-submission	10 marks
2	Successfully completed five similar contracts (attach copies or signed Contracts/LPOs- 5 marks for each Contract/LPO up to a maximum of 25 Marks .)	25 Marks
3	At least five (5) recommendation letters from clients (5 marks for each recommendation letter up to a maximum of 25 Marks .)	25 Marks
4	<p>a) Certified Audited Accounts for the last three (3) years (2020, 2021 and 2022). The Financial Statements must be signed and stamped by the Auditor and Director. Bidders who fully meet this criterion shall be awarded 5 Marks per year up to a maximum of 15 Marks</p> <p>b) Average Turnover in the last three years should be at least Kenya Shillings 5,000,000. Tenderers who fully meet this criterion shall be 10 Marks. Those that do not meet criteria fully get 5 Marks. For those that do not present anything will be awarded 0 Marks</p> <p>c) Copies of certified documents as proof of access to liquid assets of not less than 1 million Kenya Shillings or a minimum cash flow of 1 million Kenya Shillings. This shall be evidenced by:</p> <ol style="list-style-type: none"> i. Letter of intent to grant a line of credit specific to this tender from an approved financial institution indicating that the institution will provide the bidder with a line of credit should the bidder be successful or ii. overdraft facility from a commercial bank specific to this tender or iii. Current bank statement for the last calendar months (December 2023, January 2024, February 2024 with an average cash flow of Kenya shillings 1 million or a combination of the above. <p>Tenderers who fully meet this criterion shall be awarded 10 Marks. Those that do not meet criteria fully shall get 5 Marks. For those that do not present anything will be awarded 0 Marks</p>	35 Marks
	Total	100 Marks

NOTE:

➤ *Only bidders who score 80% (80 marks) and above will be subjected to financial*

evaluation. Those who score below 80% (80 marks) will be eliminated at this stage from the entire evaluation process and will not be considered further.

- *University of Nairobi reserves the right to carry out verifications of documents submitted. Any false information provided will lead to automatic disqualification.*

Financial Evaluation Criteria

- ✓ Financial evaluation shall involve checking completeness of the price schedule.
- ✓ The lowest evaluated price per item that meets specifications shall be considered for the award.
- ✓ No correction of Arithmetic errors whatsoever and those deemed as major deviations shall result to disqualification - Sec.82 of PPADA and Sec.88-90 of the Regulations.

2.2.1 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

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

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

No	Description	Bidders Response (Agreed/Not in Agreement)
1.	For all firms, all prices must be inclusive of ALL applicable taxes	

2.2.3 Evaluation Criteria (Other Factors) (ITT 33.6)

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

a) Delivery schedule.

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

b) Specific additional criteria

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific **sustainable**

procurement technical requirements have been specified in Section VII-Specification, either state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.

4. Post-Qualification of Tenderers (ITT 37)

4.1 Post-Qualification Criteria (ITT 37.1)

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post-qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

4.2 If the Tenderer is a manufacturer

a) Financial Capability

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings _____ [or equivalent].
- ii) Minimum average annual supply turnover of Kenya Shillings _____ [*insert amount, specify a figure about 2.5 times the total Tender price*] or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last _____ [insert number of years). In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

b) Experience and Technical Capacity

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

experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words “Similar Goods” have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

[List the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the tender document.]

Samples of Experience Requirements:

- i) The Tenderer shall be manufacturing similar Goods for the last ____ (*specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured*).
- ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least _____ (Insert number) of contracts of similar Goods in the last _____ (*specify number*) each contract costing at least Kenya shillings _____ equivalent and involving a supply of at least percentage _____ of required quantity (*usually the percentage is about 70-80%*) in some cases where Procuring Entity requires deliveries in a scheduled manner over a specified time, include item (iii) below.
- iii) **(Optional)** The installed capacity to manufacture _____ number of items (*specify the relevant item number*) shall not be less than _____ units per _____ (*specify week or month*).

c) (Optional) Documentary Evidence of Usage of Goods (When appropriate)

The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last ____ years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

4.3 If Tenderer is a Supplier:

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

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings _____
- ii) Minimum average annual supply turnover of Kenya Shillings _____ [*insert amount*] or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last _____ [*insert of year*] years, divided by [*insert number of years*] years.
- iii) Has satisfactorily and substantially completed at least _____ (*specify number*) contract(s) of a similar nature either within Kenya, the East African Community or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya shillings _____ equivalent.

4.4 History of non-performing contracts:

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

4.5 Pending Litigation

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

4.6.Litigation History

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

SECTION IV - TENDERING FORMS

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

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

Tender Name and Identification: *[insert identification]*

To:

..... *[Insert complete name of Procuring Entity]*

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration.
or
Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services];*
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:
Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];*
or
Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*
- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: *[Specify in detail each discount offered.]*
 - ii) The exact method of calculations to determine the net price after application of discounts are shown below: *[Specify in detail the method that shall be used to apply the discounts];*

- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period; *[insert day, month and year in accordance with ITP 18.1]*
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of recipient	Address	Reason	Amount

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

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from www.ppra.go.ke during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this

effect we have signed the “Certificate of Independent tender Determination” attached below.

- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- i. Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict to interest.
 - ii. Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - iii. Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv. Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1- Fraud and Corruption” attached to the Form of Tender.

Name of the tenderer:
..... *[insert complete name of the tenderer]*

Name of the person duly authorized to sign the Tender on behalf of the tenderer:
..... *[Insert complete name of person duly authorized to sign the Tender]*

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

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

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

- *In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.*
- *Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.*

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____

_____ *[Name of Procuring Entity]* for: _____

_____ *[Name and number of tender]*

in response to the request for tenders made by: _____

_____ *[Name of*

Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____

_____ *[Name of*

Tenderer] that:

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

arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

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

Name _____

Title _____

Date _____

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

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT 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 disposed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

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.....

TENDERER INFORMATION FORM

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

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

Tender Name and Identification:
 *[Insert identification]*

1.	Tenderer's Name <i>[insert Tenderer's legal name]</i>
2.	In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i> i.
3.	Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4.	Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5.	Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6.	<p>Tenderer's Authorized Representative Information</p> <p>Name: <i>[insert Authorized Representative's name]</i></p> <p>Address: <i>[insert Authorized Representative's Address]</i></p> <p>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p>Email Address: <i>[insert Authorized Representative's email address]</i></p>
7.	<p>Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <ul style="list-style-type: none"> ✓ For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. ✓ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. ✓ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. ✓ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"> i. Legal and financial autonomy ii. Operation under commercial law iii. Establishing that the tenderer is not under the supervision of the Procuring Entity <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

TENDERER’S ELIGIBILITY - 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 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____
 Age _____ Nationality _____ Country of Origin _____
 _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

- i) Private or public
 Company _____
- ii) State the nominal and issued capital of the Company-
 Nominal Kenya Shillings (Equivalent)
 Issued Kenya Shillings (Equivalent).....
 Give details of Directors as follows.

No	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

- e) **DISCLOSURE OF INTEREST-** Interest of the Firm in the Procuring Entity.
 Are there any person/persons in (Name of Procuring Entity) who has an interest or relationship in this firm? Yes/No.....

(i) If yes, provide details as follows.

No	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

(ii) Conflict of interest disclosure

No	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.		

No	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the 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)

TENDERER’S JV MEMBERS INFORMATION FORM

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

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

Tender Name and Identification:

1.	Tenderer’s Name: <i>[insert Tenderer’s legal name]</i>
2.	Tenderer’s JV Member’s name: <i>[insert JV’s Member legal name]</i>
3.	Tenderer’s JV Member’s country of registration: <i>[insert JV’s Member country of registration]</i>
4.	Tenderer’s JV Member’s year of registration: <i>[insert JV’s Member year of registration]</i>
5.	Tenderer’s JV Member’s legal address in country of registration: <i>[insert JV’s Member legal address in country of registration]</i>
6.	<p>Tenderer’s JV Member’s authorized representative information</p> <p>Name: <i>[insert name of JV’s Member authorized representative]</i></p> <p>Address: <i>[insert address of JV’s Member authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV’s Member authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV’s Member authorized representative]</i></p>
7.	<p>Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <ul style="list-style-type: none"> ✓ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ✓ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8.	Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We _____ have _____ been _____ informed that _____ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of _____
2. under Request for Tenders N° _____ the ITT").
3. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
4. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (Kshs.....) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - (b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to be provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
5. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
6. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)] _____

FORMAT OF TENDER SECURITY [Option 2-Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas[*Name of the tenderer*](Hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (Hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents. Sealed with the Common Seal of the said Guarantor this ___ day of __ 20 __.
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) Has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) Having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.
 - c) then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

FORM OF TENDER-SECURING DECLARATION

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

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

COPYRIGHT'S AUTHORIZATION FORM

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

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

ITT No.: [Insert number of Tendering process]

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

To:[insert name of the Procuring Entity]

WHERE AS: -

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

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

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

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

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

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

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

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

another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "Obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers,

Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

PART 2: PROCURING ENTITY'S REQUIREMENTS

SECTION V- SCHEDULE OF REQUIREMENTS

ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY
1.	Adventures in Social Research Data Analysis Using IBM SPSS Statistics, 11th Edition	Earl Babbie, William E. Wagner, III, Jeanne Zaino	978-1544398006	Sage Publishers	2022	2
2.	Algorithms for Measurement Invariance Testing: Contrasts and Connections (Elements in Research Methods for Developmental Science)	Cole, Veronica & Lacey, Conor H.	978-1009454179	Cambridge University Press	2023	2
3.	An Introduction to Statistics and Data Analysis Using Stata® From Research Design to Final Report,	Lisa Daniels, Nicholas Minot	978-1506391786	Sage Publishers	2019	1
4.	An Introduction to Statistics and Data Analysis Using Stata® From Research Design to Final Report,	Lisa Daniels, Nicholas Minot	978-1506371832	Sage Publishers	2019	2
5.	An Introduction to Statistics An Active Learning Approach	Kieth A. Carlson, Jennifer R. Winqvist	978-1483378732	Sage Publishers	2021	2
6.	Are You Making a Meal Out of Research? A Recipe for Research Success	Steve Reay, Cassie Khoo, Gareth Terry, Guy Collier	978-1032392301	Routledge	2023	2
7.	Brand Protection and the Global Risk of Product Counterfeits: A Total Business Solution Approach	Jeremy M. Wilson	978-1035322084	Edward Elgar Publishing	2023	1
8.	Conducting Research with Human Participants	Nathan Richard Durdella	978-1544348636	Sage Publishers	2022	1
9.	Confirmatory Factor Analysis	J. Micah Roos, Shawn Bauldry	978-1462515363	Sage Publishers	2021	1
10.	Conscience of Judges in International Criminal Law: The Heart of Judgement	Farhad Malekian	978-1685072520	Nova publishers	2022	1
11.	Designing Quality Survey Questions	Sheila B. Robinson and Kimberly Firth Leonard	78-1506330549	Sage Publishers	2018	2

SECTION V- SCHEDULE OF REQUIREMENTS

ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY
12.	Doing Phenomenography: A Practical Guide (Creative Research Methods in Practice	Taylor-Beswick,	978-1447369899	Policy Press	2024	2
13.	Evidence-Building and Evaluation in Government	Kathryn Newcomer, Nicholas Hart	978-1071808726	Sage Publishers	2021	1
14.	How to Do Your Research Project A Guide for Students,	Gary Thomas	978-1529757712	Sage Publishers	2022	1
15.	Indigenous Research Methodologies	BageleChilisa	978-1483333472	Sage Publishers	2019	2
16.	Making Sense of Numbers Quantitative Reasoning for Social Research	Published: September 2021 From \$44.00	978-1544355597	Sage Publishers	2021	1
17.	Mind Your Mindset: The Science That Shows Success Starts with Your Thinking	Michael Hyatt, Megan Hyatt Miller, et al.	978-1540902146	Baker Books	2023	1
18.	Principles and Concepts of Social Research: A Critical Examination of Methodology, Methods and Analysis for Emerging Researchers	Hayhoe, Simon	978-1032149660	Routledge	2022	1
19.	Qualitative Inquiry and Research Design: Choosing Among Five Approaches	John W. Creswell	978-1506330204	University of Chicago Press	2017	2
20.	Qualitative Inquiry And Research Design: Choosing Among Five Approaches	John W. Creswell	978-1506330204	Sage Publishers	2017	2
21.	Qualitative Research: A Guide To Design And Implementation, 4th Edition	Sharan B. Merriam	978-1119003618	John Wiley & Sons	2024	2
22.	Rasch Models for Solving Measurement Problems Invariant Measurement in the Social Sciences	George Engelhard, Jr., Jue Wang	978-1544363028	Sage Publishers	2021	2

SECTION V- SCHEDULE OF REQUIREMENTS

ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY
23.	Reflexive Mixed Methods Research in Comparative and International Education: Context, Complexity, and Trans disciplinaryity	DeJaeghere, Joan G.	978-1032344980	Routledge	2024	2
24.	Research Design Successful Designs for Social Economics Research by Catherine Hakim	Kieran Fenby- Hulse, Emma Heywood, Kate Walker	978-0415223133	Routledge	2022	2
25.	Research Design: Qualitative, Quantitative, and Mixed Methods Approaches	John W. Creswell and J. David Creswell	978-1506386706	Sage Publishers	2017	2
26.	Research Design: Qualitative, Quantitative, And Mixed Methods Approaches.	John W. Creswell and J. David Creswell	978-1071817940	Sage Publishers	2022	2
27.	Research Design: Quantitative, Qualitative, Mixed Methods, Arts-Based, and Community-Based Participatory Research Approaches	Leavy, Patricia	978-1462548972	The Guilford Press	2022	2
28.	Research Methodology: Best Practices for Rigorous, Credible, and Impactful Research	Aguinis, Herman	978-1071871942	The Guilford Press	2024	2
29.	Research Methods in Education,	Louis Cohen	978-1138209886	Routledge;	2017	2
30.	Statistics Alive!	Wendy J. Steinberg, Matthew Price	978-1544328263	Sage Publishers	2020	2
31.	Statistics With R Solving Problems Using Real-World Data	Jenine K. Harris	978-1506388151	Sage Publishers	2020	2
32.	Statistics and Data Analysis for Social Science	Eric J. Krieg	978-1544352657	Sage Publishers	2019	2

SECTION V- SCHEDULE OF REQUIREMENTS

ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY
33.	Statistics and Data Visualization Using R: The Art and Practice of Data Analysis	David S. Brown	978-1544333861	Sage Publishers	2021	2
34.	Statistics for Criminology and Criminal Justice	Ronet, D.	978-1544375700	Sage Publishers	2021	2
35.	Statistics for Criminology and Criminal Justice Third Edition	Jacinta M. Gau	978-1506391786	Sage Publishers	2018	2
36.	Statistics for the Behavioural Sciences	Gregory J. Privitera	978-1305504912	Sage Publishers	2023	1
37.	Test Development and Validation	Gary Skaggs	978-1544377148	Sage Publishers	2022	1
38.	Tests & Measurement for People Who (Think They) Hate Tests & Measurement	Neil J. Salkind, Bruce	978-1071817179	Sage Publishers	2022	2
39.	The Essential Guide to Doing Your Research Project	Zina O'Leary	978-1529713466	Sage Publishers	2021	1
40.	The Foundations of Social Research: Meaning and Perspective in the Research Process	Michael J Crotty	978-0761961062	Sage Publishers		1
41.	The Essential Guide to Doing Your Research Project	Zina O'Leary	978-1529713466	Sage Publishers	2021	2
42.	Time Served: Perspectives on Incarcerated Women and their Children	Zina McGee	978-1685071530	Nova publishers	2021	1
43.	Using Postmodern and Post structural Approaches in Applied Research: Connecting Theory, Method, and Practice (Developing Qualitative Inquiry)	Cheek, Julianne & Aston, Megan	978-0367148836	Routledge	2024	1
44.	Writing a Proposal for Your Dissertation: Guidelines and Examples	Steven R. Terrell	979-8854008785	Independently published	2022	1

SECTION V- SCHEDULE OF REQUIREMENTS

ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY
45.	Student Study Guide to Accompany Statistics Alive!	Wendy J. Steinberg,	978-1544328317	Sage Publishers	2021	1
46.	Introduction to Psychology: Gateways to Mind and Behavior	Coon & et al.	978-1337565691	Cengage Learning	2018	3
47.	Introduction to Sociology (Seagull Eleventh Edition)	Carr& et al.	978-0393639452	W. W. Norton & Company	2018	3
48.	Humanity: An Introduction to Cultural Anthropology	Peoples and Bailey	978-1337109697	Cengage Learning	2017	3
49.	The Other Barack: The Bold and Reckless Life of President Obama's Father	Sally H. Jacobs	978-1586487935	Public Affairs	2011	2
50.	Introducing Social Stratification: The Causes and Consequences of Inequality	Kasturi DasGupta	978-1626371835	Lynne Rienner	2015	3
51.	Empowerment Series: Research Methods for Social Work	Earl Babbie and Allen Rubin	978-0357670972	Brooks/Cole	2021	3
52.	Research Methods for Social Workers	Richard M. Grinnell Jr., Margaret Williams, et al.	978-0981510088	Pair Bond	2019	3
53.	An introduction to Community Development	Rhonda Phillips and Robert H. Pittman	978-0415703550	Routledge	2014	3
54.	Community development in action: Putting Freire into Practice	Margaret Ledwith	978-1847428752	Policy Press	2016	3
55.	Social Statistics for a Diverse Society	Frankfort-Nachmias and Leon-Guerrero	978-1506347202	Sage Publishers	2017	3
56.	Social Psychology	Tom Gilovich, Dacher Keltner, et al.	978-0393667707	W. W. Norton & Company	2018	3
57.	Case Studies in Social Psychology: Critical Thinking and Application	Thomas E. Heinzen and Wind Goodfriend	978-1544308913	Sage Publishers	2018	3

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58.	Rural Social Work: Building and Sustaining Community Capacity	Scales T. Laine, Calvin L. Streeter, et al.	978-1118445167	Wiley	2013	3
59.	Human Growth and Development	Beckett and Taylor	978-1526436481	Sage Publishers	2019	3
60.	The Social Workers' Toolbox: Sustainable Multimethod Social Work	de Mönnink, Herman	978-1138934344	Routledge	2017	3
61.	Sociology of Deviant Behavior	Marshall B. Clinard and Robert F. Meier	978-1133594154	Cengage Learning	2015	3
62.	Bundle: Sociology of Deviant Behavior, 15th + Questia, 1 term (6 months) Printed Access Card	Marshall B. Clinard and Robert F. Meier	978-1337885645	Cengage Learning	2018	3
63.	The Wiley Blackwell Companion to the Sociology of Families (Wiley Blackwell Companions to Sociology)	Judith Treas, Jacqueline Scott, et al.	978-0470673539	Wiley-Blackwell	2014	3
64.	Sociology of Families: Change, Continuity, and Diversity	Teresa Ciabattari	978-1544342436	Sage Publishers	2021	3
65.	Human Behavior in the Social Environment: Mezzo and Macro Contexts	Anissa Taun Rogers	978-0367244835	Routledge	2019	3
66.	Personnel Management in Government Agencies and Nonprofit Organizations	Dennis Dresang	978-1138682122	Routledge	2017	3
67.	Contemporary Human Behavior Theory: A Critical Perspective for Social Work Practice (4th Edition) (What's New in Social Work)	Robbins & et al.	978-0134779263	Pearson	2018	3
68.	Social Work Values and Ethics (Foundations of Social Work Knowledge)	Frederic G. Reamer	978-0231188296	Columbia University Press	2018	3
69.	Revel for Social Work Skills for Beginning Direct Practice: Text, Workbook and Interactive Multimedia Case Studies --	Linda Cummins and Judith Sevel	978-0134995151	Pearson	2018	3

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	Access Card Package (4th Edition) (Connecting Core Competencies)					
70.	Social Policy for Effective Practice: A Strengths Approach	Rosemary Kennedy Chapin and Melinda Lewis	978-1032226385	Routledge	2023	3
71.	Exploring Child Welfare: A Practice Perspective, Enhanced Pearson eText -- Access Card (7th Edition)	Crosson-Tower, Cynthia	978-0134547923	Pearson	2017	3
72.	Evaluative Research Methods: Managing the Complexities of Judgment in the Field (Evaluation and Society)	Kushner, Seville	978-1681236889	Information Age	2016	3
73.	For Formal Organization: The Past in the Present and Future of Organization Theory	du Gay, Paul and Signe Vikkelso	978-0198705123	Oxford University Press	2017	3
74.	Adult-Gerontology Practice Guidelines, Second Edition	Jill, C. & Cheryl, A.	978-0826195180	Springer	2018	3
75.	Gerontology for the Health Care Professional	Regula H. Robnett, Nancy Brossoie, et al.	978-1284140569	Jones & Bartlett Learning	2018	3
76.	Barkley Adult Gerontology Primary Care NP Home Study Package Manual and 12 Audio Cds	Barkley	978-1579424671	Barkley & Associates	2019	3
77.	Law in Social Work Practice	Andrea Saltzman, David M. Furman, et al.	978-1133312611	Cengage Learning	2015	3
78.	Psychiatric Interviewing: The Art of Understanding: A Practical Guide for Psychiatrists, Psychologists, Counselors, Social Workers, Nurses, and Other ... Professionals, with online video	Shea MD, Shawn Christopher	978-1437716986	Elsevier	2016	3
79.	Gender and Development: The Economic Basis of Women's Power	Samuel R. Cohn and Rae Lesser Blumberg	978-1506396637	Sage Publishers	2019	3

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY
80.	Encyclopedia of Counseling (Volume 1)	Rosenthal, Howard	978-0415958622	Routledge	2008	1
81.	The Counselling Practicum and Internship Manual, Second Edition: A Resource for Graduate Counseling Students	Hodges, Shannon	978-0826128430	Springer	2015	3
82.	McKenzie's An Introduction to Community & Public Health	Denise Seabert, James F. McKenzie, et al.	978-1284202687	Jones & Bartlett Learning	2021	3
83.	Adolescence	Steinberg, Laurence	978-1264123797	McGraw-Hill Education	2022	2
84.	Functional Training Anatomy	Kevin Carr	978-1492599104	Human Kinetics	2021	1
85.	Foundations of Physical Education, Exercise Science, and Sport	Jennifer Walton-Fisette	978-1259922404	McGraw Hill	2017, 19th ed	1
86.	Basketball Skills & Drills	Jerry, Krause	978-1492564102	Human Kinetics	2018, 4th ed	1
87.	Gymnastics: Skills- Techniques- Training	Lloyd, Readhead	978-1847972477	Crowood	2013	1
88.	Volleyball Fundamentals	Joel B. Dearing	978-1492567295	Human Kinetics	2018, 2nd ed	1
89.	Essential Sports Nutrition: A Guide to Optimal Performance for Every Active Person	Marni, Sumbal	9781641521697	Rockridge Press	2018	1
90.	Rugby Skills, Tactics and Rules	Tony Williams	978-1472973870	Bloomsbury Sport	2021, 5th ed	1
91.	The Art of Soccer: A Journey Through the Game: A complete guide for mastering it	Omosh Creative	979-8853225800	Independently	2023	1
92.	The Anatomy of Sports Injuries, Second Edition: Your Illustrated Guide to Prevention, Diagnosis, and Treatment	Brad, Walker	978-1623172831	North Atlantic	2018	1

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93.	Research Methods and Statistics in Physical Education by Armel Dawson	Armel, Dawson	978-1788823968	ED-Tech Press	2021	1
94.	Curriculum and Development in Physical Education	Mahaboobjan, A.	978-8175245976	Khel Sahitya	2022	1
95.	Basic Mandarin Chinese - Reading & Writing Textbook: An Introduction to Written Chinese for Beginners	Kubler, Cornelius C.	978-0804847261	Tuttle Publishing	2017	1
96.	Tuimarisho Kiswahili Chetu / Building Proficiency in Kiswahili: Kitabu cha Wanafunzi wa Mwakawa Pili/Tutu/A Manual for Second /Third Year Swahili Students	Lioba J. Moshi	978-0761835509	University Press of America	2007	1
97.	A Stylistic and Thematic Analysis of Kiswahili Short Stories: Analysis of Kiswahili Short Stories	Mbuthia, Evans	978-3639312744	VDM Verlag	2010	1
98.	Sounds Interesting: Observations On English and General Phonetics	Wells, J. C.	978-1107427105	Cambridge University Press	2014	1
99.	Swahili Grammar and Workbook	Fidèle, Mpiranya	978-1138808263	Routledge	2014	1
100.	A Complete Guide to Literary Analysis and Theory	Michael Ryan	978-1032305004	Routledge	2022	1
101.	Research Methods in Education 8th Edition	Louis Cohen	978-1138209886	Routledge	2017	1
102.	An Introduction to Linguistics	Sasha Ortega (Editor)	9781682857380	Willford Press	2019	1
103.	History of English	Jonathan Culpeper	9781138891753	Routledge	2015, 3rd ed	1
104.	Basics of Phonetics and English Phonology	Frank Lorenz	978-3832531096	Logos Verlag	2012	1
105.	Syntax (Introducing Linguistics)	Andrew Carnie	978-1119569237	Wiley-Blackwell	2021, 4th ed	1

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106.	Introducing Morphology (Cambridge Introductions to Language and Linguistics)	Rochelle Lieber	978-1108832489	Cambridge University Press	2021, 3rd ed	1
107.	Error Analysis in English	S N Panduranga	9789350568699	Discovery Publishing House	2017	1
108.	Introduction to English Syntax	Jim Miller	978-0748633616	EUP	2016	1
109.	Psycholinguistics	Bobokalonov Ramazon Rajabovich and Bobokalonov Odilchoh Ostonovich	978-6206416036	Our Knowledge Publishing	2023	1
110.	Comparative and International Education	Beverly Lindsay	978-3030642891	vikas	2021	1
111.	Comparative Education	Chaube S.P. and Chaube A.	978-8125911302	Vikas	2023	1
112.	Philosophy of Education: Thinking and Learning Through History and Practice	John Ryder	978-1538166611	Rowman	2022	1
113.	The Sociology of Education ,9th ed.	Jeanne Ballantine	978-0367903152	Routledge	2021	1
114.	Introduction to Psychology, 12th ed	James W. Kalat	978-0357372722	Cengage	2021	1
115.	Instructional Technology and Media for Learning,12th ed.	Sharon Smaldino	978-0134287485	Pearson	2018	1
116.	Introduction to Philosophy	John Perry	978-0197543818	Routledge	2021	1
117.	African Religions: Ancient Traditional Beliefs and Practices	Clara Robinson	978-0645841640	Creek Ridge	2023	1
118.	The Origin and Development of Religious Belief:	Baring-Gould, S	978-3382179793	AnatiposiVerlag	2023	1
119.	Education and international development: an introduction	Tristan McCowan	978-1350119062	Bloomsbury Academic	2021	1
120.	Introduction to Microeconomics	Walker, Douglas	979-8373152723	Independently Published	2023	1
121.	Mathematics For Economics	Hoy, Michael	978-0262046626	The MIT Press	2022	1

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY
122.	The Art Of Soccer: A Journey Through The Game: A complete guide for mastering it	OMASH Creative	979-8853225800	Independently Published	2023	1
123.	Christian Theology: Biblical, Historical, and Systematic, 3rd ed.	Adam Harwood	978-1683596011	Lexham Academic	2022	1
124.	Metaphysics: New Dimensions of the Mind	Anthony Norvell	979-1221337808	Stargate book	2022	1
125.	Contemporary African Social and Political Philosophy: Trends, Debates and Challenges	Albert Kasanda	978-0815381655	Routledge	2018	1
126.	New Religious Movements and Science (Elements in New Religious Movements)	Stefano Bigliardi	978-1009108393	Cambridge University Press	2023	1
127.	Fundamentals of test measures	Stacie J. Fruth	978-1284147131	Jones & Bartlett Learning	2019	1
128.	Instructional Technology and Media for Learning	Sharon E. Smaldino	978-0134287485	Pearson	2018	1
129.	Early Childhood Education: Yesterday, Today, and Tomorrow	Suzanne L. Krogh	978-0415878258	Routledge	2010	1
130.	An introduction to developmental psychology	Alan Slater	978-1118767207	BPS Blackwell	2017	1
131.	Theories of Developmental psychology	Patricia H. Miller	978-1429278980	Worth	2016	1
132.	Measurements and their uncertainties	Ifan Hughes	978-0199566334	Oxford University Press	2010	1
133.	The three strong women	Marie Ndiaye	978-0274810437	Vintage	2013	1
134.	Technology Entrepreneurship: Taking Innovation to the Marketplace	Thomas N. Duening; Robert A. Hisrich, et al.	978-0128222034	Academic Press	2020	2

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135.	Connect Access Card for Analysis for Financial Management, 13th Edition	Robert Higgins	978-1264112036	McGraw- Hill	2023	2
136.	The Principles of Banking	Moorad Choudhry	978-1119755647	Wiley	2022	2
137.	Fundamentals of Corporate Finance ISE	Bradford D. Jordan Stephen A. Ross, Randolph W. Westerfield	978-1265553609	McGraw- Hill	2021	2
138.	Introduction to Finance: Markets, Investments, and Financial Management	Ronald W. Melicher and Edgar A. Norton	978-1119561170	Wiley	1019	2
139.	Financial Statements: A Step-by-Step Guide to Understanding and Creating Financial Reports	Thomas Iltelson	978-1632652072	Career Press	2022	2
140.	The Dissertation Journey: A Practical and Comprehensive Guide to Planning, Writing, and Defending Your Dissertation	Laura Hyatt, Carol M. Roberts	978-1071891285	Corwin; Fourth edition	2023	2
141.	Strategic Management: Creating Competitive Advantages ISE	Gerry McNamara Gregory G. Dess, Alan Eisner, G.T. (Tom) Lumpkin	978-1266198267	McGraw-Hill Education	2023	2
142.	Modern 828 MarketLine.: A Practitioner's Guide to Marketing Excellence	David Sweenor, Kalyan Ramanathan	979-8985822724	TinyTechMedia LCC	2023	2
143.	Mindset Unlocked: Do What Others Can't, Won't, or Don't Do for a Successful and Balanced Career, and Life	Castelli, Cici	979-8985560329	BGland Publishing	2022	2
144.	Making Sense of Change Management: A Complete Guide to the Models, Tools and Techniques of Organizational Change	Esther Cameron, Mike Green	978-0749496975	Kogan Page	2023	2

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145.	Project Management for Human Resources: The structure and art of getting things done in HR	Vincent Tuckwood	979-8641101897	Independently published	2020	2
146.	Intermediate Accounting	Donald E. Kieso, Jerry J. Weygandt, Terry O. Warfield	978-1119790976	Wiley	2022	2
147.	International financial management	Jeff Madura	978-0357130544	Cengage Learning	2022	2
148.	Exploring Strategy, Text & Cases	Richard Whittington	978-1292428741	Pearson	2023	2
149.	Statistics for Business and Economics	Jeffrey D. Camm, James J. Cochran, Michael J. Fry, Jeffrey W. Ohlmann	978-035771585 7	Cengage Learning	2023	2
150.	Fundamentals of Project Management	Joseph Heagney	978-1400235261	HarperCollins Leadership	2023	2
151.	Inventory Optimization: Models and Simulations	Nicolas Vandeput	978-3110673913	De Gruyter	2020	2
152.	Marketing Research: Using Analytics to Develop Market Insights	Carl McDaniel Jr., Roger Gates	978-1119716310	Wiley	2020	2
153.	An introduction to management Science: Quantitative Approaches to Decision Making	Jeffrey O.-Camm, James J. Cochran, Michael J. Fry, O.	978-035 7715468	Cengage Learning	2022	2
154.	Essentials of Marketing Research	Joseph F. Hair Jr., David J. Ortinau, Dana E. Harrison	978-1260575781	McGraw-Hill Education	2020	2
155.	Foreign Exchange: Practical Asset Pricing and Macroeconomic Theory	Adam S. Iqbal	978-3030935542	Palgrave Macmillan	2022	2
156.	Macroeconomics: Theory and A	Robert Lester	978-0357901779	Cengage Learning	2023	2
157.	Luo clans and legends	Felix O. Okatch	978-99669754	Okatch Foundation	2022	3

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158.	Utafiti na uchanganuzi wa fasihi tafsiri ya Kiswahili	Omboga Zaja J.	978-9966262349	Utafiti Foundation	2021	2
159.	A guide to Dissertation Writing	Daniel Ogachi	978-1527281387	University of Central Lancashire	2021	3
160.	A prehistoric people: the central Kikuyu before 1970	Samuel M. Mwituria	9966718850	Frojapa Printers	2021	1
161.	Retirement Dreams	Mutea Rukwaru	978-9966055900	Signal Press	2021	2
162.	Writing and speaking from the heart of my mind: selected essays and speeches	Micere G. Mugo	978-1592218547	African World Press	2021	3
163.	Becoming a doctor	Querinus O. Olumo	978-9914497038	Komac Enterprises	2023	5
164.	Intellectual property rights in Kenya	Wekesa Moni/Sihanya Ben	9906741208	Konrad	2012	3
165.	Research methods: quantitative and qualitative approaches	Mugenda, Olive	9966411070	ACTS	2021	5
166.	Intellectual property and innovation law in Kenya and Africa: transforming technology for sustainable development.	Sihanya, Ben	978-9966094728	Mentoring & Innovative Lawyering	2021	3
167.	Administrative Law	Aketch Migai	978-540712057	Independently Published	2021	3
168.	Chozi Langu	Hezron Mogambi	978-9966101235	Kenya Literature Bureau	2014	3
169.	Safari ya Ushindi	Hezron Mogambi	978-9966654441	Kenya Literature Bureau	2019	3
170.	Devolution in Kenya	Lumumba, PLO	978-9966530417	LawAfrica Publishing	2016	3
171.	Maximizing Destiny	Oduor Ruth A.	978-9914740042	Kenya Literature Bureau	2017	3
172.	Marketing management: integrated perspective	Felix O. Okatch	978-9966105509	Okatch Foundation	2017	5

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173.	Early Bird A Memoir	Beth Mugo	978-9966659095	Text Book Centre	2023	2
174.	Walking the Promise	Ratemo Michieka	978-9966635181	Text Book Centre	2019	2
175.	Paul Mboya's Luo KitgiGiTimbegi- Customs beliefs and practices of the Luo	Jane Achieng	1236798123	Atai Joint	2019	3
176.	Luo Customs and practices	Shadrack Malo	9966982605	Science Network	2003	3
177.	The Oxford Handbook of Kenyan politics	Karuti Kanyinga	978-0192887429	Oxford University Press	2023	3
178.	The life and thought of H Odera Oruka: pursuing justice in Africa	Gail M. Presbey	978-1350303867	Bloomsbury Academic	2023	5
179.	Indigenous knowledge systems and development in Africa	Samuel Ojo, et..al	978-3030343033	Palgrave Macmillan	2020	1
180.	Indigenous knowledge and education in Africa	Chika Ezeanya	978-9811366345	Springer	2019	1
181.	Indigenous Research methodologies	BageleChilisa	978-1483333472	Sage Publications	2019	1
182.	Rethinking sage philosophy: interdisciplinary perspective on and beyond H. Odera Oruka	Kai Kresse, and Oriare Nyarwath	978-1666903850	Lexington Books	2022	1
183.	Philosophical reflections on some concerns and values in African societies	Ochieng-Odhiambo, F	978-1527592773	Cambridge Scholars Publishing	2023	1
184.	Sage philosophy: indigenous thinkers and modern debate on African philosophy	Odera Oruka	9966410279	Sage Publications	1991	2
185.	Research methods in Human Rights	Brad Andreassen	978-1138943247	Edward Edgar Publishers	2018	1
186.	Odera Oruka in the 21st Century	Reginald MJ. Oduor& Oriare Nyarwath	978-1565183247	PAK	2018	2
187.	Duties across borders in advancing human rights in transnational business	Bard Andreassen	978-1780683768	Intersentia	2016	1

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188.	A new economic Anthropology	Francios Regis Mahieu	978-1032479620	Routledge	2023	1
189.	Capitalism dependency and ultra - imperialism the political economy of the capitalist international system	HartmutElsenhans	978-1032605944	Routledge group	2023	1
190.	Development anthropology putting culture first	Harri Mohan Mathur	978-1-4985-8908-6	Lexington Books	2019	1
191.	Masculinities under Neoliberalism	Cornwall Adrea	978-1786994196	Zed books	2016	1
192.	Business and society: A critical introduction	Birch Kean, Sonya Scott	978-1350357075	Bloomsbury Academic	2023	1
193.	Biological anthropology	Craig Stanford	978-013432440	Pearson	2016	1
194.	Introduction to anthropology	Jennifer Hasty	978-1998109333	Independently published	2022	1
195.	Male Daughters, Female Husbands; Gender and sex in an African society	Amadium , Ifi	978-1783603329	ZED BOOKS	2015	1
196.	The human past	Scarre, Chris	978-0500293355	Thames and Hudson	2018	1
197.	Principle of inorganic chemistry	Pfenning, Brian W.	978-1118859100	Wiley	2015	2
198.	Organic Chemistry	Housecroft, Catherine	978-1292134147	Pearson	2018	2
199.	Advanced organic chemistry, part A Structure and mechanism	Carely A Frances, Francis A. Carey and Richard J. Sundberg	978-0387683461	Springer	2008	2
200.	Introduction to probability and statistics	Mendenbal William	978-1337554428	Cengage Learning	2019	2
201.	Linear Algebra li: Advanced Topics for Applications (Utokyo Engineering Course/ Basic	Kazuo Murota and Masaaki Sugihara	978-9811257988	WSPC/OTHERS	2022	2
202.	Calculus	Edwards, Bruce Hand Larson, Ron	978-0357749135	Cengage Learning	2022	2
203.	Information systems analysis and design (2nd Edition: Sy	Shouhong Wang	978-1803234519	Packt Publishing	2022	2

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204.	Data communication and network technologies	Huawei Technologies C	978-0128200643	Morgan Kaufman	2023	2
205.	Introduction electronics for engineering	Podges, Martin	978-9385998973	Medtech	2017	2
206.	Bailey & Scotts diagnostic microbiology 15th Edition	Patricia M Tile	978-0323681056	Elsevier	2021	2
207.	Forensic science: An introduction to scientific and	Suzanne Bell	978-1138048126	CRC Press	2019	2
208.	Principles of Neural science, Sixth edition 6th ed.	Eric Kandel	978-1259642234	McGraw Hill	2021	2
209.	Sociological jurisprudence: juristic thought and social inquiry	Roger cotterrell	978-1138052840	Routledge	Latest edition	2
210.	Legality and Legitimacy	David dyzenhaus	978-0822331742	Duke up books	Latest edition	2
211.	<u>Constitutional law, democracy</u>	Douglas karekonasingiza	978-1138353473	Routledge	Latest edition	2
212.	Election law and democratic	David schultz	978-0754675433	Ashgate	Latest edition	1
213.	Dobson: Sale Of Goods and Consumer	Paul Dobson	978-0421190702	Sweet & Maxwell	Latest edition	2

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214.	Bharat's Law of Meetings 2008	DrNijar Kumar	81-7737-147-9	Bharat law house pvt. Ltd.	Latest edition	2
215.	Intellectual Property	Stephen m. Mcjohn	978-1543825732	Aspen Publishers	Latest edition	1
216.	Export Trade: The Law& Practice	Carole Murray/Holloway	978-0421892804	Sweet & Maxwell	Latest edition	2
217.	Family law in Kenya	Kiage Patrick	9966530424	Kenya Literature Bureau	Latest edition	2
218.	Lawyering skills and the legal process	Maughan Caroline	978-0521619509	Cambridge University Press	Latest edition	2
219.	Essentials Of Health Policy & law	Wilensky Sara	978-1284247459	Jones & Bartlett Learning	2022	2
220.	Decentralisation& devolution	Thomas Kibua	978-9966846983	University of Nairobi Press	Latest edition	2
221.	Administrative Law	Migai Aketch	978-99660541466	Strathmore University	Latest edition	2
222.	The Truman Administration	Macharia Munene	9966846379	University of Nairobi Press	Latest edition	2

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223.	The Court of Appeal for Vol 3	Kenya Literature Bureau	N/A	Kenya Literature Bureau	Latest edition	2
224.	The Court of Appeal Vol 4	Kenya Literature Bureau	N/A	Kenya Literature Bureau	Latest edition	2
225.	The Court of Appeal Vol2, Part1	president of the court of app	N/A	Kenya Literature Bureau	Latest Edition	2
226.	Compendium Of Codes of Legal-E	EALS	978-1904855545	African Books Collective	Latest edition	2
227.	Principles of Environmental law	Sands Philippe	978-1108420952	Cambridge University Press	Latest Edition	1
228.	An Introduction to Family Law	Douglas Gillian	978-0199270941	Oxford University Press	Latest Edition	2
229.	Insurance Law and Practice in Kenya	Dr. Jackson Busalile	9966530240	LawAfrica	Latest edition	2
230.	Humanitarian Law in Action Within Africa	Moore, Jennfer	978-0199856961	Oxford University Press	2012	2
231.	Challenges Of Implementing Humanitarian Law in Africa	Olodude, Rufus Adeoluwa	978-6202518321	Lambert Academic Publisher	2020	2
232.	The Regional Law of Refugee Protection in Africa	Sharpe, Marina	978-0198826224	Oxford University Press	2018	2

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233.	Future Law: Emerging Technology, Regulation and Ethics	Edwards, Lilian	9781474417617	EUP	2020	2
234.	The Impact of Science and Technology on The Rights of The Individual	Lucchi, Nicola	978-3319304373	Springer	2016	2
235.	Digital Technology and Justice	Sourdin, Tania	978-0367650186	Routledge	2022	2
236.	Regional Integration Law in The East African Community and The European Union	Sebijjo, Emmanuel S	978-9970979509	Centre For Law Economics and Policy on East African Integration	2018	2
237.	International Criminal Justice in Africa, 2016	Merwe, Hj Van Der, Kemp, Gerhard	978-9966021175	Strathmore University	2016	2
238.	Fundamental Thermodynamics: Theoretical Concept (Part I)	Anwarullah Mohammed	978-6206782346	LAMBERT Academic	2023	2
239.	Basic Statistical Thermodynamics: Statistical Thermodynamics Simplified Paperback	Orata Duke	978-6200549556	LAMBERT Academic	2023	2
240.	Physical Chemistry	Orata Duke	978-6205493779	LAMBERT Academic	2023	2
241.	Chemical Engineering: Part I	Orata Duke	978-6205528372	LAMBERT Academic	2023	2
242.	Chemical Engineering: Part II	Orata Duke	978-6206148081	LAMBERT Academic	2023	2
243.	Chemical Engineering: Part III	Orata Duke	978-6206160755	LAMBERT Academic	2023	2
244.	Basic Principles in Chemical Process Control: Chemical Engineering	Orata Duke	978-6205513538	LAMBERT Academic	2022	2
245.	Comprehensive Engineering Thermodynamics	Orata Duke	978-6205488508	LAMBERT Academic	2022	2
246.	Electrochemical Methods: Fundamentals and Applications	Bard, Allen J. & et al	978-1119334064	LAMBERT Academic	2022	2

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY
247.	Electrochemical Methods: Fundamentals and Applications 3e, Student	Zoski, Cynthia G. & et al	978-1119524069	LAMBERT Academic	2024	2
248.	Physical Electrochemistry: Fundamentals, Techniques, and Applications	Noam Eliaz and Eliezer Gileadi	978-3527341399	Wiley-VCH	2019	2
249.	Electroanalytical Chemistry: Principles, Best Practices, and Case Studies (Chemical Analysis: A Series of Monographs on Analytical Chemistry and Its Applications) 1st Edition	Mabbott, Gary A.	978-1119538592	Wiley	2020	2
250.	The Plant Kingdom: A Guide to Plant Classification and Biodiversity	Greenaway, Theresa	978-0817258863	Heinemann/Raintree	1999	2
251.	Bioassay Techniques for Drug Development Hardcover -	Atta-Ur-Rahman, & et al	978-1138615656	T&F India	2017	2
252.	Useful Trees and for Kenya	Maundu and Tengnas	9966-896-70-8	World Agroforestry Centre	2005	2
253.	Chemistry	Chang, Raymond	978-1260784473	McGraw Hill	2021	2
254.	Quantum Physics for Beginners: From Wave Theory to Quantum	Pratt, Carl J.	979-8718003864	Independently published	2021	2
255.	Veterinary Microbiology and Microbial Disease 2nd Edition	Quinn, P. J.	978-1405158237	Wiley-Blackwell	2011	2
256.	Histopathology (Fundamentals of Biomedical Science) 2nd Edition	Guy Orchard	978-0198717331	Oxford University Press	2018	2
257.	Veterinary Parasitology: Lab Companion Logbook for Vet Tech, Veterinary Assistant and Veterinary Students	The Savvy Sophomore	979-8768405052	Independently published	2021	2
258.	Scientific Farm Animal Production: An Introduction	Thomas G. Field and Robert W. Taylor	978-0133767209	Prentice-Hall	2015	2

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259.	Understanding animal Breeding and Genetics	Samantha Sanders	978-1639875443	Murphy & Moore Publishing	2022	2
260.	Introduction to Animal Science	Damron, W.	978-0134436050	Pearson	2017	2
261.	Advances in Soil Microbiology: Recent Trends and Future Prospects: Volume 2: Soil-Microbe-Plant Interaction (Microorganisms for Sustainability, 4) 1st ed. 2017 Edition	Adhya, Tapan Kumar	978-9811073793	Springer	2018	2
262.	Rangeland Ecology and Management 1st Edition,	Heady, Harold	978-0813320526	Routledge	2019	2
263.	Soil Survey Field and Laboratory Methods Manual: Soil Survey Investigations Report No. 51	US: Department of Agriculture	979-8851767258	Independently published	2023	2
264.	Remote sensing and applications of Geoinformation	Michaelides, Silas	978-3036523255	Mdpi AG	2022	2
265.	Agro-geoinformatics	Liping, Di	978-3030663865	Springer	2021	2
266.	Soil science: Fundamentals to recent advances	Amitava Rakshit, S.K Singh, et al.	978-9811609169	Springer	2021	2
267.	Principles of green and sustainable science	Adenke A. Akinsemolu	978-9811524950	Springer	2021	2
268.	Integrated soil management	Neil Grigg	978-1349846832	Palgrave	2021	2
269.	Social and technological management in drylands	Gonzalez, Nancie L.	978-1000312058	Taylor & Francis	2019	2
270.	Agrobiodiversity: Integrating knowledge for a sustainable future vol.24	Zimmerer, Karl S.	978-0262038683	MIT PRESS	2019	2
271.	Agroecology: The ecology of sustainable food systems	Collins, Milan	978-1647400057	Syrawood	2020	2

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272.	Agricultural Extension: Global Status and Performance in Selected Countries	Kristin Davis, Suresh Babu, et al..	978-0896293755	International Food Policy Research Institute	2020	2
273.	Agricultural Marketing and Price Analysis, Second Edition	Norwood, Bailey F	978-1478646907	Waveland Press, Inc	2021	2
274.	Supply Chain Management in Agribusiness Paperback	Mahapatra, Samarendra	978-1685639716	Notion Press	2021	2
275.	Fundamentals of horticulture: Theory and practice	Bird, Chris	978-0521707398	Cambridge University Press	2021	2
276.	Essential entomology 2nd edition	macGavin, G.C.	978-0192843128	Oxford university Press	2023	2
277.	Horticulture: Principles and practice	Acquaar, George	978-0131592476	Pearson	2019	2
278.	Clinical studies in Medical Biochemistry	Robert H. Glew	978-0195176889	Oxford University Press	2006	2
279.	Clinical Informatics Study guide	John T. Finnell	978-3030937645	Amazon	2022	2
280.	Small Animal Emergency Care	Carlos T. Artero	978-8416818785	Editorial Servet	2017	2
281.	Principles of Financial Economics	Leroy, Stephen	978-1107673021	Cambridge University Press	2014	2
282.	Fundamental Accounting Principles.	Wild, John J.	978-1259536359	McGraw-Hill	2007	2
283.	Strategic management	Pearce, John A	978-9353162931	McGraw-Hill	2015	2
284.	Research Methods: quantitative and qualitative approaches	Mugenda, Olive	512-0232323250	ACTS Press	2019	2
285.	Managerial Accounting	Ray H. Garrison	978-0071234313	Tata McGraw-Hill	2000	2
286.	Principles of Marketing	Kotler, Philip	978-0130305602	Pearson	2021	2
287.	Production and operations analysis	Nahmias Stephen	978-1478623069	McGraw-Hill	2009	2
288.	International Corporate Finance	Madura, Jeff	978-0538482974	Cengage	2010	2

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289.	Business to Business Marketing	Sugandhi, R.K	978-8122413991	New Age International Publisher	2009	2
290.	Consumer Behaviour.	Hoyer, Wayne D.	978-8177227543	Cengage	2010	2
291.	Research methods in the social sciences	Chava, Frankfort Nachmias	978-1259010859	Arnold	2008	2
292.	Social Research Methods	Bryman, Alan	9780198796053	Oxford University Press	2021	2
293.	Statistical Methods	Gupta, S.P	978-9351611127	Sultan Chand		2
294.	Statistics for Business and Economics	Mansfield, Edwin	978-0393964608	W.W Norton	1994	2
295.	Fundamental methods of mathematical economics	Chiang, Alpha C.	978-0070109100	McGraw-Hill 2005	2005	2
296.	Supply Chain Management	Chopra, Sunil	978-9353065966	Pearson Delhi	2018	2
297.	Strategic Management	Lynch, Richard	978-1529758245	Sage Publishers	2021	2
298.	Crafting and executing strategy	Thompson, Arthur	978-1259732782	McGraw-Hill	2017	2
299.	Advanced Accountanct Part 1	Jain, S.P	978-9327296082	Kalyani Publishers2011	2021	2
300.	Financial Accounting for management	Gupta Ambrish	978-8131754528	Pearson	2016	2
301.	Applied Corporate finance	Aswath Damodarah.	978-1118808931	Wiley	2021	2
302.	International Corporate finance	Madura, Jeff	978-8131517062	South-Western Educational Pub	2016	2
303.	Principles of Managerial Finance	Gitman, Lawrence	978-0321601124	Pearson	2006	2
304.	Exchange rates and international finance	Copeland, Lawrence	978-0273786047	Pearson	2009	2
305.	Marketing Management systems	Okatch, Felix O.	9966975403	Pesisu	2002	2
306.	International Trade: theory and practice	Roy, P.N	978-8122427714	New Age international	2009	2
307.	International financial management	Madura, Jeff	978-1473770508	Cengage	2020	2
308.	Financial Accounting	Needles, Belverd E.	978-8177227611	Wiley, India	2008	2

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309.	Managing Innovation: Integrating Technological, Market and Organizational Change	Tidd, Joe	978-1119713302	Wiley	2020	2
310.	International Business	Czinkota, Michael R.	978-1108701440	Cambridge University Press	2021	2
311.	Business Research Methods	Bryman, Alan	978-0198828778	Oxford University Press	2020	2
312.	Consumer Behaviour: Science and practice	Frank R. Kardes	978-1133587675	Cengage	2011	2
313.	Economics	Samuelson, Paul A.	978-0070598553	Tata McGraw-Hill	2008	2
314.	Construction Project Monitoring and Evaluation: An Integrated Approach	Tengan, C. Aigbavboa C. & W. T. Didibhuku	978-03367685294	Routledge	2021	2
315.	construction project management a practical guide to field construction management	S. Keoki Sears, Glenn A. Sears & Richard H. Clough	978-0471745884	Wiley	2008	2
316.	Fundamentals of risk management understanding, evaluating and implementing effective enterprise risk management	Clive Thompson and Paul Hopkin	978-1398602861	Kogan Page	2021	2
317.	Developing the Competitive Advantage of Indigenous Construction Firms, Kindle Edition	Somiah, M. K., OhisAigbavboa C. & W. D. Thwala	978-0367705930	Routledge	2021	2
318.	Construction Digitalisation: A Capability Maturity	Aghimien , D. et	978-036775854	Routledge	2021	2
319.	Sustainable Construction in the Era of the Fourth Industrial Revolution	Ayodeji E. O, &Aigbavboa, C.	978-1032012155	Routledge	2021	2
320.	Real Estate Concepts: A Handbook.	Ernie Jowsey	978-0415857420	Routledge	2014	2
321.	The Real Estate Market in Ghana: An Emerging Market in Sub-Saharan Africa	Wilfred K. Anim- Odame	978-0367646929	Routledge	2021	2

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322.	Land Economics Research	Ackeran, J., Clawson, M. & Marshall H., eds.	978-1138957763	Routledge		2
323.	The Economics of Affordable Housing (Routledge Advances in Regional Economics, Science and Policy)	Alexander Styhre	978-1032155111	Routledge	2022	2
324.	Maintenance of Historic Buildings: A Practical Handbook 1st ed.	Jurgen Klemisch	978-1873394922	Taylor & Francis	2011	2
325.	Property Management, Corporate Strategies, Financial Instruments and Urban Environment	Mark Deakin	978-0754636281	Taylor & Francis	2017	2
326.	Regional Planning. A comprehensive view	Alden, Jeremy & Morgan Robert	978-0470020531	John Wiley & Sons	1974	2
327.	Approaches to planning. Introducing current planning theories, concepts and issues.	Ernest R Alexander	978-2881245114	Routledge	1992	2
328.	A New Theory of Urban Design (Center for Environmental Structure Series)	Christopher Alexander,	978-0195037531	Oxford University Press	1987	2
329.	Urban Land Use Planning, Fifth Edition 5th ed. Edition	Philip R. Berke & David R Godschalk	978-0252030796	University of Illinois Press	2006	2
330.	The Changing Space Economy of City-Regions, The Gauteng City-Region South Africa	Koeh Cheruiyot	978-3319674827	Springer	2017	2
331.	Urban planning: An introduction (Planning, Environment, Cities, 35) 1st ed.	Chris Couch	978-1137427571	Red Globe Press	2016	2

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332.	Rural Planning in Developing Countries: Supporting Natural Resource Management and Sustainable Livelihoods	David Dent, Olivier Dubois, et al.	978-1853839382	Routledge	2002	2
333.	Land development handbook: planning, engineering, and surveying.	Dewberry	978-1260440751	McGraw Hill	2017	2
334.	Modern Economic Theory	Dewett K.K. &Navalur M.H.	978-8121924634	S. Chand Publishing	2010	2
335.	Regional Development Theories and Their Application	Higgins, B.	978-0765804204	Routledge	2017	2
336.	Experiencing Cities (The Metropolis and Modern Life) 3rd ed.	Mark Hutter	978-1138851610	Routledge	2015	2
337.	Introduction to Ergonomics	Maina, S. M.	978-9966718808	S. M. Mwituria	2007	2
338.	Land Use and Spatial Planning	Graciela Metternicht	978-3319718606	Springer	2018	2
339.	Urban Villages and the Making of Communities	Neal, P. (ed.)	978-0415321242	Taylor & Francis	2003	2
340.	Social Research Methods	Seale, C. (ed.)	978-0415300841	Routledge	2003	2
341.	The State of African Cities: Re-Imagining Sustainable Urban Transitions	UN-HABITAT	ASIN : B0746F5643	UN	2015	2
342.	Planning for Climate Change: A Reader in Green Infrastructure and Sustainable Design for Resilient Cities 1st Edition	Elisabeth M. Hamin Infield, YaserAbunnasr& Robert L. Ryan (Eds)	978-0815391685	Routledge	2018	2
343.	Guidelines for Preparing Urban Plans 1st Edition, Kindle Edition	Larz Anderson	978-1884829079	Routledge	2020	2
344.	Land Administration for Sustainable Development.	Ian Williamson, StigEnemark, Jude	978-1589480414	Esri Press Academic	2010	2

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345.	Discovering GIS and ArcGIS.	Bradley A. Shellito	978-1464145209	W. H. Freeman	2014	2
346.	Space Planning for Commercial Office Interiors 2nd Edition	Bakker, M.	978-1501310508	Bloomsbury Publishing Inc.	2016	2
347.	African Art	Bassani, A.	978-8857208695	Skira	2012	2
348.	Basics Technical Drawing	Bielefeld, B., &Skiba, I.	978-3034613262	Birkhauser	2017	2
349.	Design Studies: A Reader	Clark, H. & Brody, D. (eds),	978-1847882363	Bloomsbury Academic	2009	2
350.	The handbook of design management, kindle ed	Cooper, R., Junginger, S., & Lockwood, T.	978-1350000018	Bloomsbury Academic	2013	2
351.	A Field Guide to Fabric Design: Design, Print & Sell Your Own Fabric; Traditional & Digital Techniques	Kimberly Kight	978-1607053552	Stash Books	2014	2
352.	Quantitative & Qualitative Research Methods Simplified	Mwituria, S. Maina	996671888	Mwituria S. M	2012	2
353.	Modern Printmaking: A Guide to Traditional and Digital Techniques	Covey, S.	978-1607747598	Watson-Guptill	2016	2
354.	Building Surveys	Peter Glover	978-0415635844	Routledge	2013	2
355.	Printmaking: A Complete Guide to Materials & Process (Printmaker's Bible, process shots, techniques, step-by-step illustrations)	Fick, B. and Grabowski, B.	978-1780671949	Laurence King Publishers	2015	2
356.	Design Materials & Processes Volume 6	Samuel Mwituria Maina	620286246X	Lap Lambert Academic Publishing	2020	2
357.	Construction Drawings and Details for Interiors: Basic Skills, 2nd (ebook)	Kilmer, R. & Kilmer, O.	978-0470190418	John Wiley and Sons	2009	2

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358.	Human Factors and Ergonomics Design Handbook, Third Edition 3rd Edition	Tillman, B., Tillman, P., Rose, R. & Woodson, W.	978-0071702874	McGraw-Hill	2016	2
359.	Building Services, Technology and Design (Chartered Institute of Building) 1st Edition, Kindle Edition	Roger Greeno	978-0582279414	Routledge	2014	2
360.	Service-Oriented Architecture: Analysis and Design for Services and Microservices (The Pearson Service Technology Series from Thomas Erl) 2nd Edition	Thomas Erl	978-0133858587	Pearson	2016	2
361.	Contemporary market architecture Planning and design	Neil Tomlinson &ValentiPlanas	978-1864707809	Images Shenyang	2018	2
362.	Green Building Illustrated, 2nd Edition	Francis D. K. Ching & Ian M. Shapiro	978-1119653967	Wiley	2020	2
363.	Sharing Cities: A Case for Truly Smart and Sustainable Cities (Urban and Industrial Environments) Kindle Edition	Duncan McLaren and Julian Agyeman	978-0262029728	The MIT Press	2015	2
364.	Renewable Energy Power for a sustainable Future	Stephen Peake	978-0198759751	Oxford University Press	2018	2
365.	Biophilic Cities: Integrating Nature into Urban Design and Planning	Timothy Beatley	978-1597267151	Island pr	2010	2
366.	Earthen Floors: A Modern Approach to an Ancient Practice Kindle Edition	Sukita Reay Crimmel	ASIN : B00IWGQ698	New society publishers	2014	2
367.	Environmental performance of tall buildings	Goncalves J.C.	978-1844078127	Routledge	2010	2
368.	Energy & Environment in Architecture. A Technical Design Guide	Baker, N &Steemers K	9780419227700,	Taylor & Francis	2003	2
369.	Quantitative & Qualitative Research Methods Simplified	Mwituria, S. Maina	996671888	Mwituria S. M	2012	2

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370.	Urban design: Methods and techniques	Rafael Cuesta, Christine Sarris, et al.	978-0750657181	Routledge	2012	2
371.	Introduction to Architectural Science. The basis of sustainable Design	Szokolay, S. V	978-0415824989	Routledge	2014	2
372.	Introduction to Ergonomics	Mwituria, S. Maina	9789966718808'	Mwituria S. M	2007	2
373.	Fischer's Mastery of Surgery	Christopher, E(ed)	978-1975176433	LWW	2023	2
374.	Michigan manual of plastic surgery	Brown, D.L	978-1975197391	LWW	2023	2
375.	Essential plastic surgery	Janis, J	978-1626238473	Thieme	2022	2
376.	Apley and Solomon's Concise System of Orthopaedics and Trauma	Warwick, D	978-0367198770	CRC press	2021	2
377.	Essential biomechanics for orthopedic trauma: a case-based guide	Brett, D	978-3030369897	Springer	2020	2
378.	Cancer Pharmacology: An Illustrated Manual of Anticancer Drugs	Emadi, A	978-0826162038	Demos	2020	2
379.	Pharmacology	McCuistion, L.E	978-0323793155	Saunders	2022	2
380.	Textbook of pharmacognosy and phytochemistry	Shah, B	978-9386217738	Oxford University Press	2020	2
381.	Physicians' Cancer Chemotherapy Drug Manual 2023	Chu, E	978-1284272734	Jones&bartlett	2023	2
382.	The Bethesda Handbook of Clinical Oncology	Abraham, J	978-1975184599	LWW	2023	2
383.	Manual of Cardiac Intensive Care	Brown,D.L	978-0323825528	Elsevier	2022	2
384.	Davis Advantage for Townsend's Essentials of Psychiatric Mental-Health Nursing Concepts of Care in Evidence-Based Practice	Morgan, K	978-1719648240	FA davis	2023	2

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385.	Mosby's Oncology Nursing Advisor: A Comprehensive Guide to Clinical Practice	Maloney-N.S	978-0323934466	Mosbys	2023	2
386.	Davis's Drug Guide for Nurses	Hazard, A	978-1719646406	FA davis	2022	2
387.	Study Guide for the Core Curriculum for Oncology Nursing	Oncology Nursing	978-0323930529	Elsevier	2024	2
388.	Diabetes Secrets	McDermott, M.T	978-0323792622	Elsevier	2022	2
389.	Campbell Walsh Wein Handbook of Urology	Partin, A.W	978-0323827478	Elsevier	2022	2
390.	Approach to Internal Medicine: A Resource Book for Clinical Practice	Hui, D	978-3030729790	Springer	2022	2
391.	Pocket Medicine	Sabatine, M.S	978-1975182991	LWW	2022	2
392.	Textbook of Neonatal Resuscitation	American Academy of Pediatrics	978-1610025249	American Academy of Pediatrics	2021	2
393.	Merenstein& Gardner's Handbook of Neonatal Intensive Care	Gardner, S.L	978-0323569033	Elsevier	2020	2
394.	Current diagnosis and treatment pediatric neurology	Hershey, A	978-1260457520	McGraw Hill	2022	2
395.	Pediatric Acute Care: A Guide to Interprofessional Practice	Bolick, B.N	978-0323673327	Elsevier	2020	2
396.	Clinical Obstetrics and Gynaecology	Layden, E.A	978-0702085130	Elsevier	2022	2
397.	The Johns Hopkins Manual of Gynecology and Obstetrics	Chou, B	978-1975140205	LWW	2020	2
398.	Blueprints Obstetrics & Gynecology	Callahan, T	978-1975134877	LWW	2019	2
399.	Case Files Obstetrics and Gynecology	Eugene Toy, Patti Ross, et al.	978-1260468786	McGraw Hill	2021	2
400.	Introduction to Sociology Seagull Twelfth Edition	Anthony Giddens , Mitchell Duneier, Richard P. Appelbaum, Deborah Carr	978-0393538021	W. W. Norton & Company	2012	2
401.	Introduction to Sociology 1st Edition	Frank van Tubergen	978-0815353850	Routledge		2

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402.	Introduction to Anthropology	Jennifer Hasty, David G. Lewis, et al.	979-8428635188	Independently published	2022	2
403.	Introduction to Psychology: Seventh Edition	Mark H. Kavanaugh Ph.D.	979-8839760165	Independently published	2022	2
404.	Introduction to Psychology and Counselling: Christian Perspectives and Applications	Paul D. Meier, Frank B. Minirth , et al.	978-0801062759	Baker Academic	2010	2
405.	Introduction to Abnormal Child and Adolescent Psychology	Robert Weis	978-1071840627	Sage Publishers	2020	2
406.	Research Design: Qualitative, Quantitative, and Mixed Methods Approaches	John W. Creswell and J. David Creswell	978-1071817940	Sage Publishers	2022	2
407.	Understanding Research Methods	Mildred L. Patten and Michelle Newhart	978-0415790529	Routledge	2017	2
408.	Classical and Contemporary Sociological Theory: Text and Readings	Scott Appelrouth and Laura D. Edles	978-1506387994	Sage Publishers	2020	2
409.	ISE Social Psychology (ISE HED B&B PSYCHOLOGY)	David Myers and Jean Twenge Professor	978-1266024221	McGraw Hill	2021	2
410.	Pillars of Social Psychology	Saul Kassin	978-1009214285	Cambridge University Press	2022	2
411.	Introduction to Forensic Psychology: Clinical and Social Psychological Perspectives	Lenore E. Walker, David Shapiro, et al.	978-3030444686	Springer	2020	2
412.	Introduction to Forensic and Criminal Psychology	Dennis Howitt	978-1292295787	Pearson	2022	2
413.	An Introduction to Communication	Lynn H. Turner and Richard West	978-1107151048	Cambridge University Press	2018	2

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414.	The Effective Communication Method: 9 Keys to Master Communication Skills, The Comprehensive Training Guide to Step by Step Improve Your Communication Skills and Build Successful Relationships	Brian Basterfield	978-1738866403	365 Self-Growth Publishing	2023	2
415.	Introduction to counselling skills and theory	Linda Spencer	979-8747586888	Independently Published	2021	2
416.	Introduction to Counselling	Trey Fitch	978-0367423124	Routledge	2020	2
417.	Treating Individuals with Addictive Disorders	Donald Meichenbaum	978-0367440282	Routledge	2020	2
418.	Mindfulness-Based Relapse Prevention for Addictive Behaviors: A Clinician's Guide	Sarah Bowen, Neha Chawla, et al.	978-1462545315	The Guilford Press	2021	2
419.	An Introduction to Public Administration	Bhat, Shafi	ASIN: B08242995H	Book Bazooka Publication	2019	2

PRICE SCHEDULE FORM

PRICE SCHEDULE FORM

ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
MAHATMA GANDHI GRADUATE RESEARCH LIBRARY								
1.	Adventures in Social Research Data Analysis Using IBM SPSS Statistics, 11th Edition	Earl Babbie, William E. Wagner, III, Jeanne Zaino	978-1544398006	Sage Publishers	2022	2		
2.	Algorithms for Measurement Invariance Testing: Contrasts and Connections (Elements in Research Methods for Developmental Science)	Cole, Veronica & Lacey, Conor H.	978-1009454179	Cambridge University Press	2023	2		
3.	An Introduction to Statistics and Data Analysis Using Stata® From Research Design to Final Report,	Lisa Daniels, Nicholas Minot	978-1506391786	Sage Publishers	2019	1		
4.	An Introduction to Statistics and Data Analysis Using Stata® From Research Design to Final Report,	Lisa Daniels, Nicholas Minot	978-1506371832	Sage Publishers	2019	2		
5.	An Introduction to Statistics An Active Learning Approach	Kieth A. Carlson, Jennifer R. Winqvist	978-1483378732	Sage Publishers	2021	2		
6.	Are You Making a Meal Out of Research? A Recipe for Research Success	Steve Reay, Cassie Khoo, Gareth Terry, Guy Collier	978-1032392301	Routledge	2023	2		
7.	Brand Protection and the Global Risk of Product Counterfeits: A Total Business Solution Approach	Jeremy M. Wilson	978-1035322084	Edward Elgar Publishing	2023	1		
8.	Conducting Research with Human Participants	Nathan Richard Durdella	978-1544348636	Sage Publishers	2022	1		
9.	Confirmatory Factor Analysis	J. Micah Roos, Shawn Bauldry	978-1462515363	Sage Publishers	2021	1		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
10.	Conscience of Judges in International Criminal Law: The Heart of Judgement	Farhad Malekian	978-1685072520	Nova publishers	2022	1		
11.	Designing Quality Survey Questions	Sheila B. Robinson and Kimberly Firth Leonard	78-1506330549	Sage Publishers	2018	2		
12.	Doing Phenomenography: A Practical Guide (Creative Research Methods in Practice)	Taylor-Beswick,	978-1447369899	Policy Press	2024	2		
13.	Evidence-Building and Evaluation in Government	Kathryn Newcomer, Nicholas Hart	978-1071808726	Sage Publishers	2021	1		
14.	How to Do Your Research Project A Guide for Students,	Gary Thomas	978-1529757712	Sage Publishers	2022	1		
15.	Indigenous Research Methodologies	BageleChilisa	978-1483333472	Sage Publishers	2019	2		
16.	Making Sense of Numbers Quantitative Reasoning for Social Research	Published: September 2021 From \$44.00	978-1544355597	Sage Publishers	2021	1		
17.	Mind Your Mindset: The Science That Shows Success Starts with Your Thinking	Michael Hyatt, Megan Hyatt Miller, et al.	978-1540902146	Baker Books	2023	1		
18.	Principles and Concepts of Social Research: A Critical Examination of Methodology, Methods and Analysis for Emerging Researchers	Hayhoe, Simon	978-1032149660	Routledge	2022	1		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
19.	Qualitative Inquiry and Research Design: Choosing Among Five Approaches	John W. Creswell	978-1506330204	University of Chicago Press	2017	2		
20.	Qualitative Inquiry And Research Design: Choosing Among Five Approaches	John W. Creswell	978-1506330204	Sage Publishers	2017	2		
21.	Qualitative Research: A Guide To Design And Implementation, 4th Edition	Sharan B. Merriam	978-1119003618	John Wiley & Sons	2024	2		
22.	Rasch Models for Solving Measurement Problems Invariant Measurement in the Social Sciences	George Engelhard, Jr., Jue Wang	978-1544363028	Sage Publishers	2021	2		
23.	Reflexive Mixed Methods Research in Comparative and International Education: Context, Complexity, and Trans disciplinarity	DeJaeghere, Joan G.	978-1032344980	Routledge	2024	2		
24.	Research Design Successful Designs for Social Economics Research by Catherine Hakim	Kieran Fenby-Hulse, Emma Heywood, Kate Walker	978-0415223133	Routledge	2022	2		
25.	Research Design: Qualitative, Quantitative, and Mixed Methods Approaches	John W. Creswell and J. David Creswell	978-1506386706	Sage Publishers	2017	2		
26.	Research Design: Qualitative, Quantitative, And Mixed Methods Approaches.	John W. Creswell and J. David Creswell	978-1071817940	Sage Publishers	2022	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
27.	Research Design: Quantitative, Qualitative, Mixed Methods, Arts-Based, and Community-Based Participatory Research Approaches	Leavy, Patricia	978-1462548972	The Guilford Press	2022	2		
28.	Research Methodology: Best Practices for Rigorous, Credible, and Impactful Research	Aguinis, Herman	978-1071871942	The Guilford Press	2024	2		
29.	Research Methods in Education,	Louis Cohen	978-1138209886	Routledge;	2017	2		
30.	Statistics Alive!	Wendy J. Steinberg, Matthew Price	978-1544328263	Sage Publishers	2020	2		
31.	Statistics With R Solving Problems Using Real-World Data	Jenine K. Harris	978-1506388151	Sage Publishers	2020	2		
32.	Statistics and Data Analysis for Social Science	Eric J. Krieg	978-1544352657	Sage Publishers	2019	2		
33.	Statistics and Data Visualization Using R: The Art and Practice of Data Analysis	David S. Brown	978-1544333861	Sage Publishers	2021	2		
34.	Statistics for Criminology and Criminal Justice	Ronet, D.	978-1544375700	Sage Publishers	2021	2		
35.	Statistics for Criminology and Criminal Justice Third Edition	Jacinta M. Gau	978-1506391786	Sage Publishers	2018	2		
36.	Statistics for the Behavioural Sciences	Gregory J. Privitera	978-1305504912	Sage Publishers	2023	1		
37.	Test Development and Validation	Gary Skaggs	978-1544377148	Sage Publishers	2022	1		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
38.	Tests & Measurement for People Who (Think They) Hate Tests & Measurement	Neil J. Salkind, Bruce	978-1071817179	Sage Publishers	2022	2		
39.	The Essential Guide to Doing Your Research Project	Zina O'Leary	978-1529713466	Sage Publishers	2021	1		
40.	The Foundations of Social Research: Meaning and Perspective in the Research Process	Michael J Crotty	978-0761961062	Sage Publishers		1		
41.	The Essential Guide to Doing Your Research Project	Zina O'Leary	978-1529713466	Sage Publishers	2021	2		
42.	Time Served: Perspectives on Incarcerated Women and their Children	Zina McGee	978-1685071530	Nova publishers	2021	1		
43.	Using Postmodern and Post structural Approaches in Applied Research: Connecting Theory, Method, and Practice (Developing Qualitative Inquiry)	Cheek, Julianne & Aston, Megan	978-0367148836	Routledge	2024	1		
44.	Writing a Proposal for Your Dissertation: Guidelines and Examples	Steven R. Terrell	979-8854008785	Independently published	2022	1		
45.	Student Study Guide to Accompany Statistics Alive!	Wendy J. Steinberg,	978-1544328317	Sage Publishers	2021	1		
FA&SS FACULTY OF ARTS & SOCIAL SCIENCES - MAIN LIBRARY								
46.	Introduction to Psychology: Gateways to Mind and Behavior	Coon & et al.	978-1337565691	Cengage Learning	2018	3		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
47.	Introduction to Sociology (Seagull Eleventh Edition)	Carr& et al.	978-0393639452	W. W. Norton & Company	2018	3		
48.	Humanity: An Introduction to Cultural Anthropology	Peoples and Bailey	978-1337109697	Cengage Learning	2017	3		
49.	The Other Barack: The Bold and Reckless Life of President Obama's Father	Sally H. Jacobs	978-1586487935	Public Affairs	2011	2		
50.	Introducing Social Stratification: The Causes and Consequences of Inequality	Kasturi DasGupta	978-1626371835	Lynne Rienner	2015	3		
51.	Empowerment Series: Research Methods for Social Work	Earl Babbie and Allen Rubin	978-0357670972	Brooks/Cole	2021	3		
52.	Research Methods for Social Workers	Richard M. Grinnell Jr., Margaret Williams, et al.	978-0981510088	Pair Bond	2019	3		
53.	An introduction to Community Development	Rhonda Phillips and Robert H. Pittman	978-0415703550	Routledge	2014	3		
54.	Community development in action: Putting Freire into Practice	Margaret Ledwith	978-1847428752	Policy Press	2016	3		
55.	Social Statistics for a Diverse Society	Frankfort-Nachmias and Leon-Guerrero	978-1506347202	Sage Publishers	2017	3		
56.	Social Psychology	Tom Gilovich, Dacher Keltner, et al.	978-0393667707	W. W. Norton & Company	2018	3		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
57.	Case Studies in Social Psychology: Critical Thinking and Application	Thomas E. Heinzen and Wind Goodfriend	978-1544308913	Sage Publishers	2018	3		
58.	Rural Social Work: Building and Sustaining Community Capacity	Scales T. Laine, Calvin L. Streeter, et al.	978-1118445167	Wiley	2013	3		
59.	Human Growth and Development	Beckett and Taylor	978-1526436481	Sage Publishers	2019	3		
60.	The Social Workers' Toolbox: Sustainable Multimethod Social Work	de Mönnink, Herman	978-1138934344	Routledge	2017	3		
61.	Sociology of Deviant Behavior	Marshall B. Clinard and Robert F. Meier	978-1133594154	Cengage Learning	2015	3		
62.	Bundle: Sociology of Deviant Behavior, 15th + Questia, 1 term (6 months) Printed Access Card	Marshall B. Clinard and Robert F. Meier	978-1337885645	Cengage Learning	2018	3		
63.	The Wiley Blackwell Companion to the Sociology of Families (Wiley Blackwell Companions to Sociology)	Judith Treas, Jacqueline Scott, et al.	978-0470673539	Wiley-Blackwell	2014	3		
64.	Sociology of Families: Change, Continuity, and Diversity	Teresa Ciabattari	978-1544342436	Sage Publishers	2021	3		
65.	Human Behavior in the Social Environment: Mezzo and Macro Contexts	Anissa Taun Rogers	978-0367244835	Routledge	2019	3		
66.	Personnel Management in Government Agencies and Nonprofit Organizations	Dennis Dresang	978-1138682122	Routledge	2017	3		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
67.	Contemporary Human Behavior Theory: A Critical Perspective for Social Work Practice (4th Edition) (What's New in Social Work)	Robbins & et al.	978-0134779263	Pearson	2018	3		
68.	Social Work Values and Ethics (Foundations of Social Work Knowledge)	Frederic G. Reamer	978-0231188296	Columbia University Press	2018	3		
69.	Revel for Social Work Skills for Beginning Direct Practice: Text, Workbook and Interactive Multimedia Case Studies -- Access Card Package (4th Edition) (Connecting Core Competencies)	Linda Cummins and Judith Sevel	978-0134995151	Pearson	2018	3		
70.	Social Policy for Effective Practice: A Strengths Approach	Rosemary Kennedy Chapin and Melinda Lewis	978-1032226385	Routledge	2023	3		
71.	Exploring Child Welfare: A Practice Perspective, Enhanced Pearson eText -- Access Card (7th Edition)	Crosson-Tower, Cynthia	978-0134547923	Pearson	2017	3		
72.	Evaluative Research Methods: Managing the Complexities of Judgment in the Field (Evaluation and Society)	Kushner, Seville	978-1681236889	Information Age	2016	3		
73.	For Formal Organization: The Past in the Present and Future of Organization Theory	du Gay, Paul and Signe Vikkelso	978-0198705123	Oxford University Press	2017	3		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
74.	Adult-Gerontology Practice Guidelines, Second Edition	Jill, C. & Cheryl, A.	978-0826195180	Springer	2018	3		
75.	Gerontology for the Health Care Professional	Regula H. Robnett, Nancy Brossoie, et al.	978-1284140569	Jones & Bartlett Learning	2018	3		
76.	Barkley Adult Gerontology Primary Care NP Home Study Package Manual and 12 Audio Cds	Barkley	978-1579424671	Barkley & Associates	2019	3		
77.	Law in Social Work Practice	Andrea Saltzman, David M. Furman, et al.	978-1133312611	Cengage Learning	2015	3		
78.	Psychiatric Interviewing: The Art of Understanding: A Practical Guide for Psychiatrists, Psychologists, Counselors, Social Workers, Nurses, and Other ... Professionals, with online video	Shea MD, Shawn Christopher	978-1437716986	Elsevier	2016	3		
79.	Gender and Development: The Economic Basis of Women's Power	Samuel R. Cohn and Rae Lesser Blumberg	978-1506396637	Sage Publishers	2019	3		
80.	Encyclopedia of Counseling (Volume 1)	Rosenthal, Howard	978-0415958622	Routledge	2008	1		
81.	The Counselling Practicum and Internship Manual, Second Edition: A Resource for Graduate Counseling Students	Hodges, Shannon	978-0826128430	Springer	2015	3		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
82.	McKenzie's An Introduction to Community & Public Health	Denise Seabert, James F. McKenzie, et al.	978-1284202687	Jones & Bartlett Learning	2021	3		
83.	Adolescence	Steinberg, Laurence	978-1264123797	McGraw-Hill Education	2022	2		
FED- FACULTY OF EDUCATION LIBRARY FED- FACULTY OF EDUCATION LIBRARY								
84.	Functional Training Anatomy	Kevin Carr	978-1492599104	Human Kinetics	2021	1		
85.	Foundations of Physical Education, Exercise Science, and Sport	Jennifer Walton-Fisette	978-1259922404	McGraw Hill	2017, 19th ed	1		
86.	Basketball Skills & Drills	Jerry, Krause	978-1492564102	Human Kinetics	2018,4th ed	1		
87.	Gymnastics: Skills- Techniques- Training	Lloyd, Readhead	978-1847972477	Crowood	2013	1		
88.	Volleyball Fundamentals	Joel B. Dearing	978-1492567295	Human Kinetics	2018, 2nd ed	1		
89.	Essential Sports Nutrition: A Guide to Optimal Performance for Every Active Person	Marni, Sumbal	9781641521697	Rockridge Press	2018	1		
90.	Rugby Skills, Tactics and Rules	Tony Williams	978-1472973870	Bloomsbury Sport	2021, 5th ed	1		
91.	The Art of Soccer: A Journey Through the Game: A complete guide for mastering it	Omosh Creative	979-8853225800	Independently	2023	1		
92.	The Anatomy of Sports Injuries, Second Edition: Your Illustrated Guide to Prevention, Diagnosis, and Treatment	Brad, Walker	978-1623172831	North Atlantic	2018	1		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
93.	Research Methods and Statistics in Physical Education by Arnel Dawson	Arnel, Dawson	978-1788823968	ED-Tech Press	2021	1		
94.	Curriculum and Development in Physical Education	Mahaboobjan, A.	978-8175245976	Khel Sahitya	2022	1		
95.	Basic Mandarin Chinese - Reading & Writing Textbook: An Introduction to Written Chinese for Beginners	Kubler, Cornelius C.	978-0804847261	Tuttle Publishing	2017	1		
96.	Tuimarisho Kiswahili Chetu / Building Proficiency in Kiswahili: Kitabu cha Wanafunzi wa Mwakawa Pili/Tutu/A Manual for Second /Third Year Swahili Students	Lioba J. Moshi	978-0761835509	University Press of America	2007	1		
97.	A Stylistic and Thematic Analysis of Kiswahili Short Stories: Analysis of Kiswahili Short Stories	Mbuthia, Evans	978-3639312744	VDM Verlag	2010	1		
98.	Sounds Interesting: Observations On English and General Phonetics	Wells, J. C.	978-1107427105	Cambridge University Press	2014	1		
99.	Swahili Grammar and Workbook	Fidèle, Mpiranya	978-1138808263	Routledge	2014	1		
100.	A Complete Guide to Literary Analysis and Theory	Michael Ryan	978-1032305004	Routledge	2022	1		
101.	Research Methods in Education 8th Edition	Louis Cohen	978-1138209886	Routledge	2017	1		
102.	An Introduction to Linguistics	Sasha Ortega (Editor)	9781682857380	Willford Press	2019	1		
103.	History of English	Jonathan Culpeper	9781138891753	Routledge	2015, 3rd ed	1		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
104.	Basics of Phonetics and English Phonology	Frank Lorenz	978-3832531096	Logos Verlag	2012	1		
105.	Syntax (Introducing Linguistics)	Andrew Carnie	978-1119569237	Wiley-Blackwell	2021, 4th ed	1		
106.	Introducing Morphology (Cambridge Introductions to Language and Linguistics)	Rochelle Lieber	978-1108832489	Cambridge University Press	2021, 3rd ed	1		
107.	Error Analysis in English	S N Panduranga	9789350568699	Discovery Publishing House	2017	1		
108.	Introduction to English Syntax	Jim Miller	978-0748633616	EUP	2016	1		
109.	Psycholinguistics	Bobokalonov Ramazon Rajabovich and Bobokalonov Odilchoh Ostonovich	978-6206416036	Our Knowledge Publishing	2023	1		
110.	Comparative and International Education	Beverly Lindsay	978-3030642891	vikas	2021	1		
111.	Comparative Education	Chaube S.P. and Chaube A.	978-8125911302	Vikas	2023	1		
112.	Philosophy of Education: Thinking and Learning Through History and Practice	John Ryder	978-1538166611	Rowman	2022	1		
113.	The Sociology of Education ,9th ed.	Jeanne Ballantine	978-0367903152	Routledge	2021	1		
114.	Introduction to Psychology, 12th ed	James W. Kalat	978-0357372722	Cengage	2021	1		
115.	Instructional Technology and Media for Learning, 12th ed.	Sharon Smaldino	978-0134287485	Pearson	2018	1		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
116.	Introduction to Philosophy	John Perry	978-0197543818	Routledge	2021	1		
117.	African Religions: Ancient Traditional Beliefs and Practices	Clara Robinson	978-0645841640	Creek Ridge	2023	1		
118.	The Origin and Development of Religious Belief:	Baring-Gould, S	978-3382179793	AnatiposiVerlag	2023	1		
119.	Education and international development: an introduction	Tristan McCowan	978-1350119062	Bloomsbury Academic	2021	1		
120.	Introduction to Microeconomics	Walker, Douglas	979-8373152723	Independently Published	2023	1		
121.	Mathematics For Economics	Hoy, Michael	978-0262046626	The MIT Press	2022	1		
122.	The Art Of Soccer: A Journey Through The Game: A complete guide for mastering it	OMASH Creative	979-8853225800	Independently Published	2023	1		
123.	Christian Theology: Biblical, Historical, and Systematic, 3rd ed.	Adam Harwood	978-1683596011	Lexham Academic	2022	1		
124.	Metaphysics: New Dimensions of the Mind	Anthony Norvell	979-1221337808	Stargate book	2022	1		
125.	Contemporary African Social and Political Philosophy: Trends, Debates and Challenges	Albert Kasanda	978-0815381655	Routledge	2018	1		
126.	New Religious Movements and Science (Elements in New Religious Movements)	Stefano Bigliardi	978-1009108393	Cambridge University Press	2023	1		
127.	Fundamentals of test measures	Stacie J. Fruth	978-1284147131	Jones & Bartlett Learning	2019	1		
128.	Instructional Technology and Media for Learning	Sharon E. Smaldino	978-0134287485	Pearson	2018	1		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
129.	Early Childhood Education: Yesterday, Today, and Tomorrow	Suzanne L. Krogh	978-0415878258	Routledge	2010	1		
130.	An introduction to developmental psychology	Alan Slater	978-1118767207	BPS Blackwell	2017	1		
131.	Theories of Developmental psychology	Patricia H. Miller	978-1429278980	Worth	2016	1		
132.	Measurements and their uncertainties	Ifan Hughes	978-0199566334	Oxford University Press	2010	1		
133.	The three strong women	Marie Ndiaye	978-0274810437	Vintage	2013	1		
FBM&S FACULTY OF BUSINESS & MGT. SCIENCES LIBRARY								
134.	Technology Entrepreneurship: Taking Innovation to the Marketplace	Thomas N. Duening; Robert A. Hisrich, et al.	978-0128222034	Academic Press	2020	2		
135.	Connect Access Card for Analysis for Financial Management, 13th Edition	Robert Higgins	978-1264112036	McGraw- Hill	2023	2		
136.	The Principles of Banking	Moorad Choudhry	978-1119755647	Wiley	2022	2		
137.	Fundamentals of Corporate Finance ISE	Bradford D. Jordan Stephen A. Ross, Randolph W. Westerfield	978-1265553609	McGraw- Hill	2021	2		
138.	Introduction to Finance: Markets, Investments, and Financial Management	Ronald W. Melicher and Edgar A. Norton	978-1119561170	Wiley	1019	2		
139.	Financial Statements: A Step-by-Step Guide to Understanding and Creating Financial Reports	Thomas lttelson	978-1632652072	Career Press	2022	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
140.	The Dissertation Journey: A Practical and Comprehensive Guide to Planning, Writing, and Defending Your Dissertation	Laura Hyatt, Carol M. Roberts	978-1071891285	Corwin; Fourth edition	2023	2		
141.	Strategic Management: Creating Competitive Advantages ISE	Gerry McNamara Gregory G. Dess, Alan Eisner, G.T. (Tom) Lumpkin	978-1266198267	McGraw-Hill Education	2023	2		
142.	Modern 828 MarketLine.: A Practitioner's Guide to Marketing Excellence	David Sweenor, Kalyan Ramanathan	979-8985822724	TinyTechMedia LCC	2023	2		
143.	Mindset Unlocked: Do What Others Can't, Won't, or Don't Do for a Successful and Balanced Career, and Life	Castelli, Cici	979-8985560329	BGland Publishing	2022	2		
144.	Making Sense of Change Management: A Complete Guide to the Models, Tools and Techniques of Organizational Change	Esther Cameron, Mike Green	978-0749496975	Kogan Page	2023	2		
145.	Project Management for Human Resources: The structure and art of getting things done in HR	Vincent Tuckwood	979-8641101897	Independently published	2020	2		
146.	Intermediate Accounting	Donald E. Kieso, Jerry J. Weygandt, Terry O. Warfield	978-1119790976	Wiley	2022	2		
147.	International financial management	Jeff Madura	978-0357130544	Cengage Learning	2022	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
148.	Exploring Strategy, Text & Cases	Richard Whittington	978-1292428741	Pearson	2023	2		
149.	Statistics for Business and Economics	Jeffrey D. Camm, James J. Cochran, Michael J. Fry, Jeffrey W. Ohlmann	978-035771585 7	Cengage Learning	2023	2		
150.	Fundamentals of Project Management	Joseph Heagney	978-1400235261	HarperCollins Leadership	2023	2		
151.	Inventory Optimization: Models and Simulations	Nicolas Vandeput	978-3110673913	De Gruyter	2020	2		
152.	Marketing Research: Using Analytics to Develop Market Insights	Carl McDaniel Jr., Roger Gates	978-1119716310	Wiley	2020	2		
153.	An introduction to management Science: Quantitative Approaches to Decision Making	Jeffrey O.-Camm, James J. Cochran, Michael J. Fry, O.	978-035 7715468	Cengage Learning	2022	2		
154.	Essentials of Marketing Research	Joseph F. Hair Jr., David J. Ortinau, Dana E. Harrison	978-1260575781	McGraw-Hill Education	2020	2		
155.	Foreign Exchange: Practical Asset Pricing and Macroeconomic Theory	Adam S. Iqbal	978-3030935542	Palgrave Macmillan	2022	2		
156.	Macroeconomics: Theory and A	Robert Lester	978-0357901779	Cengage Learning	2023	2		
EAST AFRICANA COLLECTION (JKML)								
157.	Luo clans and legends	Felix O. Okatch	978-99669754	Okatch Foundation	2022	3		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
158.	Utafiti na uchanganuzi wa fasihi tafsiri ya Kiswahili	Omboga Zaja J.	978-9966262349	Utafiti Foundation	2021	2		
159.	A guide to Dissertation Writing	Daniel Ogachi	978-1527281387	University of Central Lancashire	2021	3		
160.	A prehistoric people: the central Kikuyu before 1970	Samuel M. Mwituria	9966718850	Frojapa Printers	2021	1		
161.	Retirement Dreams	Mutea Rukwaru	978-9966055900	Signal Press	2021	2		
162.	Writing and speaking from the heart of my mind: selected essays and speeches	Micere G. Mugo	978-1592218547	African World Press	2021	3		
163.	Becoming a doctor	Querinus O. Olumo	978-9914497038	Komac Enterprises	2023	5		
164.	Intellectual property rights in Kenya	Wekesa Moni/Sihanya Ben	9906741208	Konrad	2012	3		
165.	Research methods: quantitative and qualitative approaches	Mugenda, Olive	9966411070	ACTS	2021	5		
166.	Intellectual property and innovation law in Kenya and Africa: transforming technology for sustainable development.	Sihanya, Ben	978-9966094728	Mentoring & Innovative Lawyering	2021	3		
167.	Administrative Law	Aketch Migai	978-540712057	Independently Published	2021	3		
168.	Chozi Langu	Hezron Mogambi	978-9966101235	Kenya Literature Bureau	2014	3		
169.	Safari ya Ushindi	Hezron Mogambi	978-9966654441	Kenya Literature Bureau	2019	3		
170.	Devolution in Kenya	Lumumba, PLO	978-9966530417	LawAfrica Publishing	2016	3		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
171.	Maximizing Destiny	Oduor Ruth A.	978-9914740042	Kenya Literature Bureau	2017	3		
172.	Marketing management: integrated perspective	Felix O. Okatch	978-9966105509	Okatch Foundation	2017	5		
173.	Early Bird A Memoir	Beth Mugo	978-9966659095	Text Book Centre	2023	2		
174.	Walking the Promise	Ratemo Michieka	978-9966635181	Text Book Centre	2019	2		
175.	Paul Mboya's Luo KitgiGiTimbegi-Customs beliefs and practices of the Luo	Jane Achieng	1236798123	Atai Joint	2019	3		
176.	Luo Customs and practices	Shadrack Malo	9966982605	Science Network	2003	3		
177.	The Oxford Handbook of Kenyan politics	Karuti Kanyinga	978-0192887429	Oxford University Press	2023	3		
178.	The life and thought of H Odera Oruka: pursuing justice in Africa	Gail M. Presbey	978-1350303867	Bloomsbury Academic	2023	5		
179.	Indigenous knowledge systems and development in Africa	Samuel Ojo, et..al	978-3030343033	Palgrave Macmillan	2020	1		
180.	Indigenous knowledge and education in Africa	Chika Ezeanya	978-9811366345	Springer	2019	1		
181.	Indigenous Research methodologies	BageleChilisa	978-1483333472	Sage Publications	2019	1		
182.	Rethinking sage philosophy: interdisciplinary perspective on and beyond H. Odera Oruka	Kai Kresse, and Oriare Nyarwath	978-1666903850	Lexington Books	2022	1		
183.	Philosophical reflections on some concerns and values in African societies	Ochieng-Odhiambo, F	978-1527592773	Cambridge Scholars Publishing	2023	1		

PRICE SCHEDULE FORM

ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
184.	Sage philosophy: indigenous thinkers and modern debate on African philosophy	Odera Oruka	9966410279	Sage Publications	1991	2		
185.	Research methods in Human Rights	Brad Andreassen	978-1138943247	Edward Edgar Publishers	2018	1		
186.	Odera Oruka in the 21st Century	Reginald MJ. Oduor& Oriare Nyarwath	978-1565183247	PAK	2018	2		
187.	Duties across borders in advancing human rights in transnational business	Bard Andreassen	978-1780683768	Intersentia	2016	1		
IAGAS LIBRARY								
188.	A new economic Anthropology	Francios Regis Mahieu	978-1032479620	Routledge	2023	1		
189.	Capitalism dependency and ultra - imperialism the political economy of the capitalist international system	HartmutElsenhans	978-1032605944	Routledge group	2023	1		
190.	Development anthropology putting culture first	Harri Mohan Mathur	978-1-4985-8908-6	Lexington Books	2019	1		
191.	Masculinities under Neoliberalism	Cornwall Adrea	978-1786994196	Zed books	2016	1		
192.	Business and society: Acritical introduction	Birch Kean, Sonya Scott	978-1350357075	Bloomsbury Academic	2023	1		
193.	Biological anthropology	Craig Stanford	978-013432440	Pearson	2016	1		
194.	Introduction to anthropology	Jennifer Hasty	978-1998109333	Independently published	2022	1		
195.	Male Daughters, Female Husbands; Gender and sex in an African society	Amadium , Ifi	978-1783603329	ZED BOOKS	2015	1		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
196.	The human past	Scarre, Chris	978-0500293355	Thames and Hudson	2018	1		
KSC KENYA SCIENCE COLLEGE LIBRARY								
197.	Principle of inorganic chemistry	Pfenning, Brian W.	978-1118859100	Wiley	2015	2		
198.	Organic Chemistry	Housecroft, Catherine	978-1292134147	Pearson	2018	2		
199.	Advanced organic chemistry, part A Structure and mechanism	Carely A Frances, Francis A. Carey and Richard J. Sundberg	978-0387683461	Springer	2008	2		
200.	Introduction to probability and statistics	Mendenbal William	978-1337554428	Cengage Learning	2019	2		
201.	Linear Algebra li: Advanced Topics for Applications (Utokyo Engineering Course/ Basic	Kazuo Murota and Masaaki Sugihara	978-9811257988	WSPC/OTHERS	2022	2		
202.	Calculus	Edwards, Bruce Hand Larson, Ron	978-0357749135	Cengage Learning	2022	2		
203.	Information systems analysis and design (2nd Edition: Sy	Shouhong Wang	978-1803234519	Packt Publishing	2022	2		
204.	Data communication and network technologies	Huawei Technologies C	978-0128200643	Morgan Kaufman	2023	2		
205.	Introduction electronics for engineering	Podges, Martin	978-9385998973	Medtech	2017	2		
206.	Bailey & Scotts diagnostic microbiology 15th Edition	Patricia M Tile	978-0323681056	Elsevier	2021	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
207.	Forensic science: An introduction to scientific and	Suzanne Bell	978-1138048126	CRC Press	2019	2		
208.	Principles of Neural science, Sixth edition 6th ed.	Eric Kandel	978-1259642234	McGraw Hill	2021	2		
FOL FACULTY OF LAW LIBRARY								
209.	Sociological jurisprudence: juristic thought and social inquiry	Roger cotterrell	978-1138052840	Routledge	Latest edition	2		
210.	Legality and Legitimacy	David dyzenhaus	978-0822331742	Duke up books	Latest edition	2		
211.	<u>Constitutional law, democracy</u>	Douglas karekonasingiza	978-1138353473	Routledge	Latest edition	2		
212.	Election law and democratic	David schultz	978-0754675433	Ashgate	Latest edition	1		
213.	Dobson: Sale Of Goods and Consumer	Paul Dobson	978-0421190702	Sweet & Maxwell	Latest edition	2		
214.	Bharat's Law of Meetings 2008	DrNijar Kumar	81-7737-147-9	Bharat law house pvt. Ltd.	Latest edition	2		
215.	Intellectual Property	Stephen m. Mcjohn	978-1543825732	Aspen Publishers	Latest edition	1		
216.	Export Trade: The Law& Practice	Carole Murray/Holloway	978-0421892804	Sweet & Maxwell	Latest edition	2		
217.	Family law in Kenya	Kiage Patrick	9966530424	Kenya Literature Bureau	Latest edition	2		
218.	Lawyering skills and the legal process	Maughan Caroline	978-0521619509	Cambridge University Press	Latest edition	2		
219.	Essentials Of Health Policy & law	Wilensky Sara	978-1284247459	Jones & Bartlett Learning	2022	2		

PRICE SCHEDULE FORM

ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
220.	Decentralisation& devolution	Thomas Kibua	978-9966846983	University of Nairobi Press	Latest edition	2		
221.	Administrative Law	Migai Aketch	978-99660541466	Strathmore University	Latest edition	2		
222.	The Truman Administration	Macharia Munene	9966846379	University of Nairobi Press	Latest edition	2		
223.	The Court of Appeal for Vol 3	Kenya Literature Bureau	N/A	Kenya Literature Bureau	Latest edition	2		
224.	The Court of Appeal Vol 4	Kenya Literature Bureau	N/A	Kenya Literature Bureau	Latest edition	2		
225.	The Court of Appeal Vol2, Part1	president of the court of app	N/A	Kenya Literature Bureau	Latest Edition	2		
226.	Compendium Of Codes of Legal-E	EALS	978-1904855545	African Books Collective	Latest edition	2		
227.	Principles of Environmental law	Sands Philippe	978-1108420952	Cambridge University Press	Latest Edition	1		
228.	An Introduction to Family Law	Douglas Gilllian	978-0199270941	Oxford University Press	Latest Edition	2		
229.	Insurance Law and Practice in Kenya	Dr. Jackson Busalile	9966530240	LawAfrica	Latest edition	2		
230.	Humanitarian Law in Action Within Africa	Moore, Jennfer	978-0199856961	Oxford University Press	2012	2		
231.	Challenges Of Implementing Humanitarian Law in Africa	Olodude, Rufus Adeoluwa	978-6202518321	Lambert Academic Publisher	2020	2		
232.	The Regional Law of Refugee Protection in Africa	Sharpe, Marina	978-0198826224	Oxford University Press	2018	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
233.	Future Law: Emerging Technology, Regulation and Ethics	Edwards, Lilian	9781474417617	EUP	2020	2		
234.	The Impact of Science and Technology on The Rights of The Individual	Lucchi, Nicola	978-3319304373	Springer	2016	2		
235.	Digital Technology and Justice	Sourdin, Tania	978-0367650186	Routledge	2022	2		
236.	Regional Integration Law in The East African Community and The European Union	Sebijjo, Emmanuel S	978-9970979509	Centre For Law Economics and Policy on East African Integration	2018	2		
237.	International Criminal Justice in Africa, 2016	Merwe, Hj Van Der, Kemp, Gerhard	978-9966021175	Strathmore University	2016	2		
FS&T FACULTY OF SCIENCE AND TECHNOLOGY LIBRARY								
238.	Fundamental Thermodynamics: Theoretical Concept (Part I)	Anwarullah Mohammed	978-6206782346	LAMBERT Academic	2023	2		
239.	Basic Statistical Thermodynamics: Statistical Thermodynamics Simplified Paperback	Orata Duke	978-6200549556	LAMBERT Academic	2023	2		
240.	Physical Chemistry	Orata Duke	978-6205493779	LAMBERT Academic	2023	2		
241.	Chemical Engineering: Part I	Orata Duke	978-6205528372	LAMBERT Academic	2023	2		
242.	Chemical Engineering: Part II	Orata Duke	978-6206148081	LAMBERT Academic	2023	2		
243.	Chemical Engineering: Part III	Orata Duke	978-6206160755	LAMBERT Academic	2023	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
244.	Basic Principles in Chemical Process Control: Chemical Engineering	Orata Duke	978-6205513538	LAMBERT Academic	2022	2		
245.	Comprehensive Engineering Thermodynamics	Orata Duke	978-6205488508	LAMBERT Academic	2022	2		
246.	Electrochemical Methods: Fundamentals and Applications	Bard, Allen J. & et al	978-1119334064	LAMBERT Academic	2022	2		
247.	Electrochemical Methods: Fundamentals and Applications 3e, Student	Zoski, Cynthia G. & et al	978-1119524069	LAMBERT Academic	2024	2		
248.	Physical Electrochemistry: Fundamentals, Techniques, and Applications	Noam Eliaz and Eliezer Gileadi	978-3527341399	Wiley-VCH	2019	2		
249.	Electroanalytical Chemistry: Principles, Best Practices, and Case Studies (Chemical Analysis: A Series of Monographs on Analytical Chemistry and Its Applications) 1st Edition	Mabbott, Gary A.	978-1119538592	Wiley	2020	2		
250.	The Plant Kingdom: A Guide to Plant Classification and Biodiversity	Greenaway, Theresa	978-0817258863	Heinemann/Raintr ee	1999	2		
251.	Bioassay Techniques for Drug Development Hardcover -	Atta-Ur-Rahman, & et al	978-1138615656	T&F India	2017	2		
252.	Useful Trees and for Kenya	Maundu and Tengnas	9966-896-70-8	World Agroforestry Centre	2005	2		
253.	Chemistry	Chang, Raymond	978-1260784473	McGraw Hill	2021	2		
254.	Quantum Physics for Beginners: From Wave Theory to Quantum	Pratt, Carl J.	979-8718003864	Independently published	2021	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
FA&VS LIBRARY - VET. PATHOLOGY MICROBIOLOGY & PARASITOLOGY								
255.	Veterinary Microbiology and Microbial Disease 2nd Edition	Quinn, P. J.	978-1405158237	Wiley-Blackwell	2011	2		
256.	Histopathology (Fundamentals of Biomedical Science) 2nd Edition	Guy Orchard	978-0198717331	Oxford University Press	2018	2		
257.	Veterinary Parasitology: Lab Companion Logbook for Vet Tech, Veterinary Assistant and Veterinary Students	The Savvy Sophomore	979-8768405052	Independently published	2021	2		
FA&VS LIBRARY - ANIMAL PRODUCTION								
258.	Scientific Farm Animal Production: An Introduction	Thomas G. Field and Robert W. Taylor	978-0133767209	Prentice-Hall	2015	2		
259.	Understanding animal Breeding and Genetics	Samantha Sanders	978-1639875443	Murphy & Moore Publishing	2022	2		
260.	Introduction to Animal Science	Damron, W.	978-0134436050	Pearson	2017	2		
FA&VS LIBRARY- LARMAT								
261.	Advances in Soil Microbiology: Recent Trends and Future Prospects: Volume 2: Soil-Microbe-Plant Interaction (Microorganisms for Sustainability, 4) 1st ed. 2017 Edition	Adhya, Tapan Kumar	978-9811073793	Springer	2018	2		
262.	Rangeland Ecology and Management 1st Edition,	Heady, Harold	978-0813320526	Routledge	2019	2		

PRICE SCHEDULE FORM

ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
263.	Soil Survey Field and Laboratory Methods Manual: Soil Survey Investigations Report No. 51	US: Department of Agriculture	979-8851767258	Independently published	2023	2		
264.	Remote sensing and applications of Geoinformation	Michaelides, Silas	978-3036523255	Mdpi AG	2022	2		
265.	Agro-geoinformatics	Liping, Di	978-3030663865	Springer	2021	2		
266.	Soil science: Fundamentals to recent advances	Amitava Rakshit, S.K Singh, et al.	978-9811609169	Springer	2021	2		
267.	Principles of green and sustainable science	Adenke A. Akinsemolu	978-9811524950	Springer	2021	2		
268.	Integrated soil management	Neil Grigg	978-1349846832	Palgrave	2021	2		
269.	Social and technological management in drylands	Gonzalez, Nancie L.	978-1000312058	Taylor & Francis	2019	2		
270.	Agrobiodiversity: Integrating knowledge for a sustainable future vol.24	Zimmerer, Karl S.	978-0262038683	MIT PRESS	2019	2		
271.	Agroecology: The ecology of sustainable food systems	Collins, Milan	978-1647400057	Syrawood	2020	2		
FA&VS LIBRARY - AGRICULTURE ECONOMICS								
272.	Agricultural Extension: Global Status and Performance in Selected Countries	Kristin Davis, Suresh Babu, et al..	978-0896293755	International Food Policy Research Institute	2020	2		
273.	Agricultural Marketing and Price Analysis, Second Edition	Norwood, Bailey F	978-1478646907	Waveland Press, Inc	2021	2		
274.	Supply Chain Management in Agribusiness Paperback	Mahapatra, Samarendra	978-1685639716	Notion Press	2021	2		
FA&VS LIBRARY - PLANT SCIENCE AND CROP PRODUCTION								

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
275.	Fundamentals of horticulture: Theory and practice	Bird, Chris	978-0521707398	Cambridge University Press	2021	2		
276.	Essential entomology 2nd edition	macGavin, G.C.	978-0192843128	Oxford university Press	2023	2		
277.	Horticulture: Principles and practice	Acquaar, George	978-0131592476	Pearson	2019	2		
FA&VS LIBRARY - CLINICAL STUDIES								
278.	Clinical studies in Medical Biochemistry	Robert H. Glew	978-0195176889	Oxford University Press	2006	2		
279.	Clinical Informatics Study guide	John T. Finnell	978-3030937645	Amazon	2022	2		
280.	Small Animal Emergency Care	Carlos T. Artero	978-8416818785	Editorial Servet	2017	2		
KISUMU CAMPUS LIBRARY								
281.	Principles of Financial Economics	Leroy, Stephen	978-1107673021	Cambridge University Press	2014	2		
282.	Fundamental Accounting Principles.	Wild, John J.	978-1259536359	McGraw-Hill	2007	2		
283.	Strategic management	Pearce, John A	978-9353162931	McGraw-Hill	2015	2		
284.	Research Methods: quantitative and qualitative approaches	Mugenda, Olive	512-0232323250	ACTS Press	2019	2		
285.	Managerial Accounting	Ray H. Garrison	978-0071234313	Tata McGraw-Hill	2000	2		
286.	Principles of Marketing	Kotler, Philip	978-0130305602	Pearson	2021	2		
287.	Production and operations analysis	Nahmias Stephen	978-1478623069	McGraw-Hill	2009	2		
288.	International Corporate Finance	Madura, Jeff	978-0538482974	Cengage	2010	2		
289.	Business to Business Marketing	Sugandhi, R.K	978-8122413991	New Age International Publisher	2009	2		
290.	Consumer Behaviour.	Hoyer, Wayne D.	978-8177227543	Cengage	2010	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
291.	Research methods in the social sciences	Chava, Frankfort Nachmias	978-1259010859	Arnold	2008	2		
292.	Social Research Methods	Bryman, Alan	9780198796053	Oxford University Press	2021	2		
293.	Statistical Methods	Gupta, S.P	978-9351611127	Sultan Chand		2		
294.	Statistics for Business and Economics	Mansfield, Edwin	978-0393964608	W.W Norton	1994	2		
295.	Fundamental methods of mathematical economics	Chiang, Alpha C.	978-0070109100	McGraw-Hill	2005	2		
296.	Supply Chain Management	Chopra, Sunil	978-9353065966	Pearson Delhi	2018	2		
297.	Strategic Management	Lynch, Richard	978-1529758245	Sage Publishers	2021	2		
298.	Crafting and executing strategy	Thompson, Arthur	978-1259732782	McGraw-Hill	2017	2		
299.	Advanced Accountant Part 1	Jain, S.P	978-9327296082	Kalyani Publishers	2021	2		
300.	Financial Accounting for management	Gupta Ambrish	978-8131754528	Pearson	2016	2		
301.	Applied Corporate finance	Aswath Damodarah.	978-1118808931	Wiley	2021	2		
302.	International Corporate finance	Madura, Jeff	978-8131517062	South-Western Educational Pub	2016	2		
303.	Principles of Managerial Finance	Gitman, Lawrence	978-0321601124	Pearson	2006	2		
304.	Exchange rates and international finance	Copeland, Lawrence	978-0273786047	Pearson	2009	2		
305.	Marketing Management systems	Okatch, Felix O.	9966975403	Pesisu	2002	2		
306.	International Trade: theory and practice	Roy, P.N	978-8122427714	New Age international	2009	2		
307.	International financial management	Madura, Jeff	978-1473770508	Cengage	2020	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
308.	Financial Accounting	Needles, Belverd E.	978-8177227611	Wiley, India	2008	2		
309.	Managing Innovation: Integrating Technological, Market and Organizational Change	Tidd, Joe	978-1119713302	Wiley	2020	2		
310.	International Business	Czinkota, Michael R.	978-1108701440	Cambridge University Press	2021	2		
311.	Business Research Methods	Bryman, Alan	978-0198828778	Oxford University Press	2020	2		
312.	Consumer Behaviour: Science and practice	Frank R. Kardes	978-1133587675	Cengage	2011	2		
313.	Economics	Samuelson, Paul A.	978-0070598553	Tata McGraw-Hill	2008	2		
FBE&D LIBRARY - REAL ESTATE CONSTRUCTION MANAGEMENT & QUANTITY SURVEYING								
314.	Construction Project Monitoring and Evaluation: An Integrated Approach	Tengan, C. Aigbavboa C. & W. T. Didibhuku	978-03367685294	Routledge	2021	2		
315.	construction project management a practical guide to field construction management	S. Keoki Sears, Glenn A. Sears & Richard H. Clough	978-0471745884	Wiley	2008	2		
316.	Fundamentals of risk management understanding, evaluating and implementing effective enterprise risk management	Clive Thompson and Paul Hopkin	978-1398602861	Kogan Page	2021	2		
317.	Developing the Competitive Advantage of Indigenous Construction Firms, Kindle Edition	Somiah, M. K., OhisAigbavboa C. & W. D. Thwala	978-0367705930	Routledge	2021	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
318.	Construction Digitalisation: A Capability Maturity	Aghimien , D. et	978-036775854	Routledge	2021	2		
319.	Sustainable Construction in the Era of the Fourth Industrial Revolution	Ayodeji E. O, &Aigbavboa, C.	978-1032012155	Routledge	2021	2		
320.	Real Estate Concepts: A Handbook.	Ernie Jowsey	978-0415857420	Routledge	2014	2		
321.	The Real Estate Market in Ghana: An Emerging Market in Sub-Saharan Africa	Wilfred K. Anim-Odame	978-0367646929	Routledge	2021	2		
322.	Land Economics Research	Ackeran, J., Clawson, M. & Marshall H., eds.	978-1138957763	Routledge		2		
323.	The Economics of Affordable Housing (Routledge Advances in Regional Economics, Science and Policy	Alexander Styhre	978-1032155111	Routledge	2022	2		
324.	Maintenance of Historic Buildings: A Practical Handbook 1st ed.	Jurgen Klemisch	978-1873394922	Taylor & Francis	2011	2		
325.	Property Management, Corporate Strategies, Financial Instruments and Urban Environment	Mark Deakin	978-0754636281	Taylor & Francis	2017	2		
FBE&D LIBRARY - URBAN & REGIONAL PLANNING								
326.	Regional Planning. A comprehensive view	Alden, Jeremy & Morgan Robert	978-0470020531	John Wiley & Sons	1974	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
327.	Approaches to planning. Introducing current planning theories, concepts and issues.	Ernest R Alexander	978-2881245114	Routledge	1992	2		
328.	A New Theory of Urban Design (Center for Environmental Structure Series)	Christopher Alexander,	978-0195037531	Oxford University Press	1987	2		
329.	Urban Land Use Planning, Fifth Edition 5th ed. Edition	Philip R. Berke& David R Godschalk	978-0252030796	University of Illinois Press	2006	2		
330.	The Changing Space Economy of City- Regions, The Gauteng City-Region South Africa	Koech Cheruiyot	978-3319674827	Springer	2017	2		
331.	Urban planning: An introduction (Planning, Environment, Cities, 35) 1st ed.	Chris Couch	978-1137427571	Red Globe Press	2016	2		
332.	Rural Planning in Developing Countries: Supporting Natural Resource Management and Sustainable Livelihoods	David Dent, Olivier Dubois, et al.	978-1853839382	Routledge	2002	2		
333.	Land development handbook: planning, engineering, and surveying.	Dewberry	978-1260440751	McGraw Hill	2017	2		
334.	Modern Economic Theory	Dewett K.K. &Navalur M.H.	978-8121924634	S. Chand Publishing	2010	2		
335.	Regional Development Theories and Their Application	Higgins, B.	978-0765804204	Routledge	2017	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
336.	Experiencing Cities (The Metropolis and Modern Life) 3rd ed.	Mark Hutter	978-1138851610	Routledge	2015	2		
337.	Introduction to Ergonomics	Maina, S. M.	978-9966718808	S. M. Mwituria	2007	2		
338.	Land Use and Spatial Planning	Graciela Metternicht	978-3319718606	Springer	2018	2		
339.	Urban Villages and the Making of Communities	Neal, P. (ed.)	978-0415321242	Taylor & Francis	2003	2		
340.	Social Research Methods	Seale, C. (ed.)	978-0415300841	Routledge	2003	2		
341.	The State of African Cities: Re-Imagining Sustainable Urban Transitions	UN-HABITAT	ASIN : B0746F5643	UN	2015	2		
342.	Planning for Climate Change: A Reader in Green Infrastructure and Sustainable Design for Resilient Cities 1st Edition	Elisabeth M. Hamin Infield, YaserAbunnasr& Robert L. Ryan (Eds)	978-0815391685	Routledge	2018	2		
343.	Guidelines for Preparing Urban Plans 1st Edition, Kindle Edition	Larz Anderson	978-1884829079	Routledge	2020	2		
344.	Land Administration for Sustainable Development.	Ian Williamson, StigEnemark, Jude	978-1589480414	Esri Press Academic	2010	2		
345.	Discovering GIS and ArcGIS.	Bradley A. Shellito	978-1464145209	W. H. Freeman	2014	2		
FBE&D LIBRARY - ART & DESIGN								
346.	Space Planning for Commercial Office Interiors 2nd Edition	Bakker, M.	978-1501310508	Bloomsbury Publishing Inc.	2016	2		
347.	African Art	Bassani, A.	978-8857208695	Skira	2012	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
348.	Basics Technical Drawing	Bielefeld, B., &Skiba, I.	978-3034613262	Birkhauser	2017	2		
349.	Design Studies: A Reader	Clark, H. & Brody, D. (eds),	978-1847882363	Bloomsbury Academic	2009	2		
350.	The handbook of design management, kindle ed	Cooper, R., Junginger, S., & Lockwood, T.	978-1350000018	Bloomsbury Academic	2013	2		
351.	A Field Guide to Fabric Design: Design, Print & Sell Your Own Fabric; Traditional & Digital Techniques	Kimberly Kight	978-1607053552	Stash Books	2014	2		
352.	Quantitative & Qualitative Research Methods Simplified	Mwituria, S. Maina	996671888	Mwituria S. M	2012	2		
353.	Modern Printmaking: A Guide to Traditional and Digital Techniques	Covey, S.	978-1607747598	Watson-Guptill	2016	2		
354.	Building Surveys	Peter Glover	978-0415635844	Routledge	2013	2		
355.	Printmaking: A Complete Guide to Materials & Process (Printmaker's Bible, process shots, techniques, step-by-step illustrations)	Fick, B. and Grabowski, B.	978-1780671949	Laurence King Publishers	2015	2		
356.	Design Materials & Processes Volume 6	Samuel Mwituria Maina	620286246X	Lap Lambert Academic Publishing	2020	2		
357.	Construction Drawings and Details for Interiors: Basic Skills, 2nd (ebook)	Kilmer, R. & Kilmer, O.	978-0470190418	John Wiley and Sons	2009	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
358.	Human Factors and Ergonomics Design Handbook, Third Edition 3rd Edition	Tillman, B., Tillman, P., Rose, R. & Woodson, W.	978-0071702874	McGraw-Hill	2016	2		
FBE&D LIBRARY - ARCHITECTURE								
359.	Building Services, Technology and Design (Chartered Institute of Building) 1st Edition, Kindle Edition	Roger Greeno	978-0582279414	Routledge	2014	2		
360.	Service-Oriented Architecture: Analysis and Design for Services and Microservices (The Pearson Service Technology Series from Thomas Erl) 2nd Edition	Thomas Erl	978-0133858587	Pearson	2016	2		
361.	Contemporary market architecture Planning and design	Neil Tomlinson &ValentiPlanas	978-1864707809	Images Shenyang	2018	2		
362.	Green Building Illustrated, 2nd Edition	Francis D. K. Ching & Ian M. Shapiro	978-1119653967	Wiley	2020	2		
363.	Sharing Cities: A Case for Truly Smart and Sustainable Cities (Urban and Industrial Environments) Kindle Edition	Duncan McLaren and Julian Agyeman	978-0262029728	The MIT Press	2015	2		
364.	Renewable Energy Power for a sustainable Future	Stephen Peake	978-0198759751	Oxford University Press	2018	2		
365.	Biophilic Cities: Integrating Nature into Urban Design and Planning	Timothy Beatley	978-1597267151	Island pr	2010	2		
366.	Earthen Floors: A Modern Approach to an Ancient Practice Kindle Edition	Sukita Reay Crimmel	ASIN : B00IWGQ698	New society publishers	2014	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
367.	Environmental performance of tall buildings	Goncalves J.C.	978-1844078127	Routledge	2010	2		
368.	Energy & Environment in Architecture. A Technical Design Guide	Baker, N & Steemers K	9780419227700,	Taylor & Francis	2003	2		
369.	Quantitative & Qualitative Research Methods Simplified	Mwituria, S. Maina	996671888	Mwituria S. M	2012	2		
370.	Urban design: Methods and techniques	Rafael Cuesta, Christine Sarris, et al.	978-0750657181	Routledge	2012	2		
371.	Introduction to Architectural Science. The basis of sustainable Design	Szokolay, S. V	978-0415824989	Routledge	2014	2		
372.	Introduction to Ergonomics	Mwituria, S. Maina	9789966718808'	Mwituria S. M	2007	2		
FHS FACULTY OF HEALTH SCIENCE LIBRARY								
373.	Fischer's Mastery of Surgery	Christopher, E(ed)	978-1975176433	LWW	2023	2		
374.	Michigan manual of plastic surgery	Brown, D.L	978-1975197391	LWW	2023	2		
375.	Essential plastic surgery	Janis, J	978-1626238473	Thieme	2022	2		
376.	Apley and Solomon's Concise System of Orthopaedics and Trauma	Warwick, D	978-0367198770	CRC press	2021	2		
377.	Essential biomechanics for orthopedic trauma: a case-based guide	Brett, D	978-3030369897	Springer	2020	2		
378.	Cancer Pharmacology: An Illustrated Manual of Anticancer Drugs	Emadi, A	978-0826162038	Demos	2020	2		
379.	Pharmacology	McCustion, L.E	978-0323793155	Saunders	2022	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
380.	Textbook of pharmacognosy and phytochemistry	Shah, B	978-9386217738	Oxford University Press	2020	2		
381.	Physicians' Cancer Chemotherapy Drug Manual 2023	Chu, E	978-1284272734	Jones&bartlett	2023	2		
382.	The Bethesda Handbook of Clinical Oncology	Abraham, J	978-1975184599	LWW	2023	2		
383.	Manual of Cardiac Intensive Care	Brown,D.L	978-0323825528	Elsevier	2022	2		
384.	Davis Advantage for Townsend's Essentials of Psychiatric Mental-Health Nursing Concepts of Care in Evidence-Based Practice	Morgan, K	978-1719648240	FA davis	2023	2		
385.	Mosby's Oncology Nursing Advisor: A Comprehensive Guide to Clinical Practice	Maloney-N.S	978-0323934466	Mosbys	2023	2		
386.	Davis's Drug Guide for Nurses	Hazard, A	978-1719646406	FA davis	2022	2		
387.	Study Guide for the Core Curriculum for Oncology Nursing	Oncology Nursing	978-0323930529	Elsevier	2024	2		
388.	Diabetes Secrets	McDermott, M.T	978-0323792622	Elsevier	2022	2		
389.	Campbell Walsh Wein Handbook of Urology	Partin, A.W	978-0323827478	Elsevier	2022	2		
390.	Approach to Internal Medicine: A Resource Book for Clinical Practice	Hui, D	978-3030729790	Springer	2022	2		
391.	Pocket Medicine	Sabatine,M.S	978-1975182991	LWW	2022	2		
392.	Textbook of Neonatal Resuscitation	American Academy of Pediatrics	978-1610025249	American Academy of Pediatrics	2021	2		
393.	Merenstein& Gardner's Handbook of Neonatal Intensive Care	Gardner,S.L	978-0323569033	Elsevier	2020	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
394.	Current diagnosis and treatment pediatric neurology	Hershey, A	978-1260457520	McGraw Hill	2022	2		
395.	Pediatric Acute Care: A Guide to Interprofessional Practice	Bolick, B.N	978-0323673327	Elsevier	2020	2		
396.	Clinical Obstetrics and Gynaecology	Layden, E.A	978-0702085130	Elsevier	2022	2		
397.	The Johns Hopkins Manual of Gynecology and Obstetrics	Chou, B	978-1975140205	LWW	2020	2		
398.	Blueprints Obstetrics & Gynecology	Callahan, T	978-1975134877	LWW	2019	2		
399.	Case Files Obstetrics and Gynecology	Eugene Toy, Patti Ross, et al.	978-1260468786	McGraw Hill	2021	2		
MOMBASA CAMPUS LIBRARY								
400.	Introduction to Sociology Seagull Twelfth Edition	Anthony Giddens , Mitchell Duneier, Richard P. Appelbaum, Deborah Carr	978-0393538021	W. W. Norton & Company	2012	2		
401.	Introduction to Sociology 1st Edition	Frank van Tubergen	978-0815353850	Routledge		2		
402.	Introduction to Anthropology	Jennifer Hasty, David G. Lewis, et al.	979-8428635188	Independently published	2022	2		
403.	Introduction to Psychology: Seventh Edition	Mark H. Kavanaugh Ph.D.	979-8839760165	Independently published	2022	2		
404.	Introduction to Psychology and Counselling: Christian Perspectives and Applications	Paul D. Meier, Frank B. Minirth , et al.	978-0801062759	Baker Academic	2010	2		

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ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
405.	Introduction to Abnormal Child and Adolescent Psychology	Robert Weis	978-1071840627	Sage Publishers	2020	2		
406.	Research Design: Qualitative, Quantitative, and Mixed Methods Approaches	John W. Creswell and J. David Creswell	978-1071817940	Sage Publishers	2022	2		
407.	Understanding Research Methods	Mildred L. Patten and Michelle Newhart	978-0415790529	Routledge	2017	2		
408.	Classical and Contemporary Sociological Theory: Text and Readings	Scott Appelrouth and Laura D. Edles	978-1506387994	Sage Publishers	2020	2		
409.	ISE Social Psychology (ISE HED B&B PSYCHOLOGY)	David Myers and Jean Twenge Professor	978-1266024221	McGraw Hill	2021	2		
410.	Pillars of Social Psychology	Saul Kassin	978-1009214285	Cambridge University Press	2022	2		
411.	Introduction to Forensic Psychology: Clinical and Social Psychological Perspectives	Lenore E. Walker, David Shapiro, et al.	978-3030444686	Springer	2020	2		
412.	Introduction to Forensic and Criminal Psychology	Dennis Howitt	978-1292295787	Pearson	2022	2		
413.	An Introduction to Communication	Lynn H. Turner and Richard West	978-1107151048	Cambridge University Press	2018	2		
414.	The Effective Communication Method: 9 Keys to Master Communication Skills, The	Brian Basterfield	978-1738866403	365 Self-Growth Publishing	2023	2		

PRICE SCHEDULE FORM

ITEM No.	TITLE	AUTHOR	ISBN	PUBLISHER & PLACE	YEAR & ED.	QTY	UNIT PRICE (KSH)	TOTAL PRICE (KSH)
	Comprehensive Training Guide to Step by Step Improve Your Communication Skills and Build Successful Relationships							
415.	Introduction to counselling skills and theory	Linda Spencer	979-8747586888	Independently Published	2021	2		
416.	Introduction to Counseling	Trey Fitch	978-0367423124	Routledge	2020	2		
417.	Treating Individuals with Addictive Disorders	Donald Meichenbaum	978-0367440282	Routledge	2020	2		
418.	Mindfulness-Based Relapse Prevention for Addictive Behaviors: A Clinician's Guide	Sarah Bowen, Neha Chawla, et al.	978-1462545315	The Guilford Press	2021	2		
419.	An Introduction to Public Administration	Bhat, Shafi	ASIN: B08242995H	Book Bazooka Publication	2019	2		

Name of tenderer:,,,,

Signature of tenderer Date

PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - 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.

2.2 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

- a) 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.
- b) 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

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

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

- a) 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.
- b) 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.

10.1. Arbitration proceedings shall be conducted as follows:

10.1.1. 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.

10.1.2. 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.

10.1.3. 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.

10.1.4. 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.

10.1.5. 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.

10.1.6. 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.

10.1.7. 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.

10.2. Arbitration Proceedings

10.2.1. 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

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

10.2.3. 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.

10.3. Arbitration with Foreign Suppliers

10.3.1. 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.

10.3.2. 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].

10.3.3. 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. Failure to Comply with Arbitrator's Decision

10.4.1. The award of such Arbitrator shall be final and binding upon the parties.

10.4.2. 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.

10.5. 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.
- 15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price - tender price)/tender price X 100*.
- 16. Terms of Payment**
- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity 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.
- 17.2 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**
- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than 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.

35.3 Termination for Convenience.

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

36. Assignment

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

37. Export Restriction

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

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: University of Nairobi
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms 2020, DDP.
GCC 4.2 (b)	The version edition of Incoterms shall be INCOTERMS 2020
GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: Director Supply Chain Management Services Postal address: 30197-00100 Nairobi Physical Address: Administration Block, Main Campus, along University Way Electronic mail address: directorsupplychain@uonbi.ac.ke
GCC 10.4.2	The place of arbitration shall be Nairobi Institute of Arbitration.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are: - a) Delivery note b) Invoice The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable. Unless where allowed under PPADA, 2015.
GCC 16.1	<i>Sample provision Required</i> A. Payment for Goods and Services supplied from within Kenya: Payment for Goods and Services supplied from within Kenya shall be made in KENYAN CURRENCY 100% QUARTERLY
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>[insert number]</i> days. <u>NOT APPLICABLE</u> The interest rate that shall be applied is <i>[insert number]</i> % <u>NOT APPLICABLE</u>
GCC 18.1	A Performance Security SHALL NOT be required.
GCC 18.4	Discharge of the Performance Security shall take place: <u>NOT APPLICABLE</u>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: The publications shall be packed in cartons labelled with the name of the publication as well as the quantities contained therein.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. <u>NOT APPLICABLE</u>
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: The Supplier is required under the Contract to transport the Goods to a specified place of 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”;
GCC 25.2	Incidental services to be provided are: <u>NONE</u>
GCC 26.1	The inspections and tests shall be: <ul style="list-style-type: none"> 1) Confirmation of quantities received 2) Compare physical goods received vis-à-vis specifications provided in the tender document/contract.
GCC 26.2	The Inspections and tests shall be conducted at: Delivery Location
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 30 days. <u>NOT APPLICABLE</u>

SECTION VIII - CONTRACT FORMS

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

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

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

FORMAT

1. For the attention of Tenderer's Authorized Representative

i) Name: _____

[insert Authorized Representative's name]

ii) Address: _____

[insert Authorized Representative's Address]

iii) Telephone: _____

[insert Authorized Representative's telephone/fax numbers]

iv) Email Address: _____

[insert Authorized Representative's email address]

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

2. Date of transmission: _____ [email] on [date] _____ (local time)

This Notification is sent by _____ (Name and designation)

3. Notification of Intention to Award

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

ii) Project: _____ *[insert name of project]*

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

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

v) ITT No: _____ *[insert ITT reference number from Procurement Plan]*

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

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____ (in words)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

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

(Note a) State NE if not evaluated

2 How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: _____
[insert full name of person, if applicable]
 - ii) Title/position: _____
[insert title/position]
 - iii) Agency: _____
[insert name of Employer]
 - iv) Email address: _____
[insert email address]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

3 How to make a complaint

- i) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- ii) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - a) Attention: _____
[insert full name of person, if applicable]

- b) Title/position: _____
[insert title/position]
- c) Agency: _____
[insert name of Employer]
- d) Email address: _____
[insert email address]

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

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

You should read these documents before preparing and submitting your complaint.

v) There are four essential requirements:

- i) You must be an ‘interested party’. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

4 **Standstill Period**

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

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW (r.203 (1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... **APPLICANT**

AND

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

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of.....20..... for..... (Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

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

SIGNED

Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____ *[Date]*

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

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

This is to notify you that your Tender dated _____ *[insert date]* for execution of _____ the

_____ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of _____ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

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

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

(1) _____ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part; and (2) _____ *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part.

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

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

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

- a) the Letter of Acceptance
- b) the Letter of Tender
- c) the Addenda Nos. ____ (if any)
- d) Special Conditions of Contract
- e) General Conditions of Contract
- f) the Specification (including Schedule of Requirements and Technical Specifications)
- g) the completed Schedules (including Price Schedules)
- h) any other document listed in GCC as forming part of the Contract

iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]* in the capacity of _____ *[insert title or other appropriate designation]* In the presence of _____ *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: _____ *[insert signature of authorized representative(s) of the Supplier]* in the capacity of _____ *[insert title or other appropriate designation]* in the presence of _____ *[insert identification of official witness]*

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

[Guarantor letterhead]

Beneficiary:

[insert name and Address of Employer]

Date: _____ *[Insert date of issue]*

Guarantor:

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

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

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

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

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

_____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Oblige (hereinafter called “the Employer”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - i. complete the Contract in accordance with its terms and conditions; or
 - ii. obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall

mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

- iii. pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
- iv. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
- v. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
- vi. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20____.

SIGNED ON _____

On behalf of _____

By _____

In the capacity of _____

In the presence of _____

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

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: ____ *[Insert guarantee reference number]*

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

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (*in words*) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (*in words* _____) ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of _____, 2____, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

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

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM
 This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.
 For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

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

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

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

1. We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

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

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]
 Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

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

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

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

Title of the person signing the Tender: _____ [Insert complete title of the person signing the Tender]

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

Date signed _____ [Insert date of signing] day of [Insert month], [insert year]