

**DOCUMENT NUMBER: KOFC/OVP/PQ/09/2020-2022**



**KENYA ORDNANCE FACTORIES CORPORATION (KOFC)  
P.O BOX 6634 – 30100  
ELDORET**

**DOCUMENT**

**FOR**

**REGISTRATION OF FIRMS FOR SUPPLY AND DELIVERY OF  
AGRICULTURAL MACHINERY AND EQUIPMENT.**

**FIRM'S DETAILS**

**NAME.....**

**P.O BOX.....**

**TEL: .....**

**EMAIL ADDRESS.....**

**SIGNATURE: .....**

**STAMP.....**

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SECTION I INVITATION TO CANDIDATES

DATE: 06 NOVEMBER, 2020

REGISTRATION NUMBER: KOFC/OVP/PQ/09/2020-2022

REGISTRATION NAME: REGISTRATION OF FIRMS FOR SUPPLY AND DELIVERY OF AGRICULTURAL MACHINERY AND EQUIPMENT.

- 1.1 The Kenya Ordnance Factories Corporation (KOFC) invites interested and eligible candidate for registration of firms **for supply and delivery of Agricultural Machinery and Equipment.**
- 1.2 Detailed requirements and evaluation criteria are contained in the document. Interested eligible candidates may obtain further information from the office of **Procurement KOFC P.O BOX 6634-30100 Eldoret along Kitale road, Tel +254 722 209 639 or +254 794 517 532 , Email Address [procurement1mtf@kofcpr.co.ke](mailto:procurement1mtf@kofcpr.co.ke) or [procurement1tech@kofcpr.co.ke](mailto:procurement1tech@kofcpr.co.ke) during normal working hours from 0800hrs to 1700hrs**
- 1.3 Completed registration documents to be submitted as follows:
- Hard Copy** enclosed in plain sealed envelope **NOT** indicating the candidate/Bidders details but marked with registration reference number and registration name be deposited in the Tender Box at **KOFC main gate** so as to be received on or before **Tuesday 24 November 2020 at 1000hrs (10 am) East African Time.**
  - Electronic (Soft) Copy** which is password enabled to be sent through our email address [procurement1mtf@kofcpr.co.ke](mailto:procurement1mtf@kofcpr.co.ke) or [procurement1tech@kofcpr.co.ke](mailto:procurement1tech@kofcpr.co.ke). **Password to be provided on the opening day (Tuesday 24 November 2020 at 1000hrs (10 am) East African Time).**
- 1.4 Registration document will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend on **Tuesday 24 November 2020 at 1000hrs (10 am) East African Time).**
- 1.5 All candidates whose applications will have been received before the closing date and time will be advised in due course, of the results of their applications. Only candidates registered under this registration process will be invited to tender.
- 1.6 Candidates are advised to regularly visit the KOFC website to obtain any additional information/addendum on the registration. All addenda/additional information on registration shall be posted on the KOFC website as they become available.
- 1.7 Please read through this registration document carefully, fill and return the Original and Duplicate copies of the registration document together with all supporting documents.
- 1.8 Kenya Ordnance Factories Corporation reserves the right to verify the information submitted.
- 1.9 Late submission of documents will not be accepted.



S M MANAMBO

Major General

Managing Director

## **SECTION II - INSTRUCTIONS TO CANDIDATES**

### **2.1 Scope of Registration**

Kenya Ordnance Factories Corporation hereinafter referred to as the procuring entity intends to register suppliers to be included in the Register to carry out **supply and delivery of Agricultural Machinery and Equipment**.

It is expected that registration applications will be submitted to be received by the Kenya Ordnance Factories Corporation not later than **Tuesday 24 November 2020 at 1000hrs (10 am) East African Time**).

2.1.1 Registration is open to eligible firms as indicated in appendix to instruction to candidates.

### **2.2 Submission of Application**

2.2.1 Applications for registration shall be submitted in sealed envelopes marked with the registration name and reference number and **MUST** be deposited in the **Tender Box** situated at **KOFC Main Gate** addressed to:

**The Managing Director**

**Kenya Ordnance Factories Corporation**

**P.O BOX 6634-30100**

**Tel: + 254 794 517 532 and +254 722 209 639**

**Eldoret along Kitale road**

so as to be received on or before **Tuesday 24 November 2020 at 1000hrs (10 am) East African Time**).

2.2.2 The candidates shall prepare two copies of the registration document, clearly marking each **“ORIGINAL REGISTRATION DOCUMENT”** and **“COPY OF REGISTRATION DOCUMENT,”** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.2.3 The Candidates shall seal the original and each copy of the registration document in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope.

2.2.4 The inner and outer envelopes shall:

- (a) be addressed to the Kenya Ordnance Factories Corporation at the address given in the Invitation to candidates:

(b) bear, registration number and name in the Invitation for registration and the words, **“DO NOT OPEN BEFORE,” TUESDAY 24 NOVEMBER 2020 at 1000hrs (10 am) East African Time).**

- 2.2.5 The inner envelopes shall also indicate the name and address of the candidates to enable the registration document to be returned unopened in case it is declared “late”.
- 2.2.6 If the outer envelope is not sealed and marked as required by paragraph 2.2.1, the Kenya Ordnance Factories Corporation will assume no responsibility for the document’s misplacement or premature opening.
- 2.2.7 Registration shall remain valid for **2 years** after the date of opening prescribed by the Kenya Ordnance Factories Corporation.
- 2.2.8 In exceptional circumstances, the Kenya Ordnance Factories Corporation may solicit the Candidate’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A candidates granting the request will not be required nor permitted to modify its registration document.
- 2.2.9 The candidates may modify or withdraw its registration document after the document’s submission, provided that written notice of the modification, including substitution or withdrawal of the registration, is received by the Procuring prior to the deadline prescribed for submission of registration document.
- 2.2.10 The Candidate’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of registration document.
- 2.2.11 No document may be modified after the deadline for submission of registration document.
- 2.2.12 No registration document may be withdrawn in the interval between the deadline for submission of registration documents and the expiration of the period of registration validity specified by the candidates.
- 2.2.13 The Kenya Ordnance Factories Corporation may at any time terminate proceedings before registration and shall not be liable to any person for the termination.

2.2.14 The Kenya Ordnance Factories Corporation shall give prompt notice of the termination to the candidates and on request give its reasons for termination within 14 days of receiving the request from any candidates.

2.2.15 All the information requested for registration shall be provided in the English language. Where information is provided in any other language, it shall be accompanied by a translation of its pertinent parts into English language. The translation will govern and will be used for interpreting the information.

2.2.16 Failure to provide information that is essential for effective evaluation of the applicant's qualifications or to provide timely clarification or sub substantiation of the information supplied may result in the applicant's disqualification.

### **2.3 Eligible Candidates**

2.3.1 This invitation for registration is open to eligible candidates.

### **2.4 Qualification Criteria**

2.4.1 Registration will be based on meeting the requirements set as shown in the standard forms and evaluation criteria. The Kenya Ordnance Factories Corporation reserves the right to waive minor deviations if they do not materially affect the capability of an applicant to perform the contract.

2.4.2 General Experience. The applicant shall meet the following minimum criteria specified in application form 1 under standard forms.

2.4.3 Personnel capabilities. The applicant must have suitably qualified personnel to fill the positions specified in application form 2 under standard forms

2.4.4 Equipment capabilities. The applicant should own, or have assured access (through hire, lease, purchase agreement, availability of manufacturing equipment, or other means) key items of equipment in full good working order, and must demonstrate that, based on known commitments they will be available for use. The applicant **may** also list alternative equipment that it would propose for the contract together with an explanation of the proposal

2.4.5 Financial position. The applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit and other financial means sufficient to finance the ordered goods, net of the applicant's commitments for other contracts.

2.4.6 Litigation history the applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last five years. A consistent history of awards against the applicant or any partner of a joint venture may result in failure of the application.

## 2.5 **Public Sector companies**

2.5.1 Any public owned enterprise may be eligible to qualify if, in addition to meeting all the above requirements, it is also legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of another public entity

## 2.6 **Conflict of Interest**

2.6.1 The applicant shall not be associated, nor have been associated in the past, with the consultant or any other entity that has prepared the design, specifications, and other registration and bidding documents for the project, or with an entity that was proposed as engineer for the contract. Any such association must be disclosed and may result in the dis-qualification of the applicant

## 2.7. **Clarification of Documents**

2.7.1 A prospective candidates requiring any clarification of the registration document may notify the Kenya Ordnance Factories Corporation in writing through email address indicated in the Invitation to candidates. The Kenya Ordnance Factories Corporation will respond in writing to any request for clarification of the registration documents, which it receives not later than seven (7) days prior to the deadline for the submission of registration, prescribed by the Kenya Ordnance Factories Corporation. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be posted in our websites for all prospective candidates that have downloaded the registration document.

2.7.2 The Kenya Ordnance Factories Corporation shall reply to any clarifications sought by the candidates within 3 days of receiving the request to enable the candidates to make timely submission of its registration document.

## 2.8. **Clarification of Registration Document**

2.8.1. To assist in the examination, evaluation and comparison of registration document the Kenya Ordnance Factories Corporation may, at its discretion, ask the candidates for a clarification of its registration document.

2.8.2. Any effort by the candidates to influence the Kenya Ordnance Factories Corporation may result in the rejection of the candidates' application.

## 2.9. **Notification**

2.9.1 Kenya Ordnance Factories Corporation will notify the successful candidates in writing after evaluation.

## 2.10. **Corrupt or Fraudulent Practices**

2.10.1 The Kenya Ordnance Factories Corporation requires that candidates observe the highest standard of ethics during the registration process. The following terms are defined as follows;

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the registration process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a registration process to the detriment of the Kenya Ordnance Factories Corporation, and includes collusive practice among candidates prior to or after registration document submission.

2.10.2 The Kenya Ordnance Factories Corporation will reject a proposal for registration if it determines that the candidates recommended for registration has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.10.3 Further a candidate who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.



## **APPENDIX TO INSTRUCTIONS TO CANDIDATES**

The following instructions for the registration of candidates shall supplement, complement or amend the provisions of the instructions to candidates.

Where there is a conflict between the provisions of the instructions to candidates and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to the candidates.

### **SECTION III - GENERAL**

Pursuant to Paragraph 2.3 – The registration is for **supply and delivery of Agricultural Machinery and Equipment** on as and when required basis.

1. **Pursuant to Paragraph 2.2** The participating candidates must submit copies of the following **mandatory documents** along with the Original and registration document properly **bound, paginated and initialed in the correct sequence** on or before the closing date.

- a. Copy of Certificate of Incorporation / Registration
- b. Copy of Valid Tax Compliance Certificate.
- c. Copy of Valid Single Business Permit from County government
- d. Copy of valid CR 12 form issued by Registrar of Companies
- e. Evidence of physical registered office (Attached either lease agreement, title deed, electricity bill, water bill, rental payment receipt)
- f. Confidential Questionnaire dully filled, signed and stamped
- g. Declaration form dully filled, signed and stamped

These documents referred to above shall be verified with the issuing authorities (if and when need arises) to ascertain authenticity

#### **2. Completion of Registration Documents**

- a. To qualify as responsive, candidates will be required to: -
  - (i) Complete the registration documents in all respects,
  - (ii) Ensure the registration documents are properly signed and initialed on every page by the authorized official of the bidding firm,
  - (iii) Ensure the registration documents is/are properly signed and initialed on every page with the official candidate's firms seal /stamp.

Incomplete documents shall be considered not responsive.

**b. Candidates Contacts / Address**

Candidates **MUST** carefully fill out their current contact which should include:

- (i) Physical Address
- (ii) Postal Address
- (iii) Telephone Number/Mobile Telephone Number

**c. Original Registration Documents**

Candidates **MUST** return the original serialized registration document (s) and duly completed. Reproduced or modified registration document (s) or photocopies of the original document(s) shall be disqualified.

**d. Responsiveness**

Candidates, who fails to comply with above conditions above, will be considered not responsive and not considered for further evaluation.

**4. Disqualification**

- . Candidates who are thus established as not responsive shall be disqualified from further evaluation
- . Canvassing shall lead to total disqualification.

**5. Termination for default**

Candidates should note that failure to deliver with specified period shall institute one warning letter failure to improve services shall thereafter lead to termination of the contract.

**6. Rejection of all Registration Document.**

The Kenya Ordnance Factories Corporation reserves the right to reject all registration documents at any time prior to acceptance and is not bound to give reasons.

**7. Evaluation of Registration Document.**

Firms shall be considered responsive after the verification of registration document against the set out criteria in section VI.

**LETTER OF APPLICATION**

Date.....

To: Managing Director  
Kenya Ordnance Factories Corporation  
P.O. Box 6634-30100  
Eldoret –Kenya  
Document No. KOFC/OVP/PQ/09/2020-2021  
Ladies and/or Gentlemen

1. Being duly authorized to represent and act on behalf of \_\_\_\_\_ (*name of firm*) (hereinafter referred to as “the candidates”), and having reviewed and fully understood all of the registration information provided, the undersigned hereby apply to be registered by yourselves as a supplier for the supply of

.....

3. Attached to this letter are copies of original documents defining:

- a. Copy of Certificate of Incorporation / Registration
- b. Copy of Valid Tax Compliance Certificate.
- c. Copy of Valid Single Business Permit from County government
- d. Copy of valid CR 12 form issued by Registrar of Companies
- e. Evidence of physical registered office (Attached either lease agreement, title deed, electricity bill, water bill, rental payment receipt)
- f. Confidential Questionnaire dully filled, signed and stamped
- g. Declaration form dully filled, signed and stamped

3. Kenya Ordnance Factories Corporation and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by yourselves to verify statements and information provided in this application, such as the resources, experience, and competence of the Applicant.

4. **Kenya Ordnance Factories Corporation** and its authorized representatives may contact the following persons for further information.

Ser	Name of person	Company position	Telephone Number

5. This application is made with the full understanding that:

- (a) Application will be subject to verification of all information submitted for registration at the time of bidding.
- (b) **The Kenya Ordnance Factories Corporation** reserves the right to reject or accept any application and cancel the registration process
- (c) **The Kenya Ordnance Factories Corporation** shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them

6. We confirm that if we apply, that application, as well as any resulting registration, will be:

- (a) signed so as to legally bind all partners.

7. The undersigned declare that the statement made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed by (Name)	
In capacity (status in firm)	
Dated	
Signature	

Witness

Signed by (Name)	
In capacity (status in firm)	
Dated	
Signature	

## **SECTION IV - LETTER OF APPLICATION**

The letter of application will be prepared by the **applicant** and will follow the form presented herein.

The letter of application will be prepared on the **letter head of the applicant** and will include full postal address and telephone.

The letter of application will be signed by duly authorized representatives of the applicant.

Any clause which does not apply to the applicant in the application herein shall be deleted by the candidates.

## **SECTION V - STANDARD FORMS**

### Notes on completion of Standard Forms

Application Form 1 - General information

This form is to be completed by all applicants.

Application Form 2 - Firms Experience /

This form shall be completed by all applicants and will contain Details of Contracts of similar nature similar works and complexity completed by the applicant

Application Form 3 - Litigation History

This form is to be completed by all applicants. It should provide information on any history of litigation or arbitration resulting from contracts executed.

**APPLICATION FORM (1)**

**GENERAL INFORMATION**

1. Company's Name in full.....

2. Address of Head Office.....

3. Telephone No

(Landline).....(Mobile).....Email.....

4. Place(s) of Business (*House/Plot NO.; Street and Town name*) –

*State owned or*

*hired(Offices)*.....

*(Workshop)*

.....

*(Materials/Equipment Yard)*

.....

*(Attach documentary evidence; Title/Lease or Hire/Tenant Agreement)*

5. Directors /Partners Particulars. (Attach CR 12)

Ser	Name	Qualification	Nationality	% Shares
a.				
b.				
c.				
d.				
e.				

6. No. of Certificate of Incorporation/Registration of Business Names .....

*(Attach copy of Certificate)*

7. Current / Valid Business Permit/Trading License

Number..... Date Issued.....Place

Issued.....

*(Copy of License required)*

**APPLICATION FORM (2)**

**FIRM'S EXPERIENCE**

Particulars of Contracts/Projects in hand or executed by the firm for (Evidence required for each Project; Contract documents, Payment documents etc.)

**DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY**

Name of Applicant
-------------------

Use a separate sheet for each contract.

1	Name of employer/client
2	Employer address
3	Total Contract Sum/subcontract/partner share
4	Date of award
5	Date of completion
6	Contract/subcontract duration (years and months) - years                                  - months
7	Specified requirements



**APPLICATION FORM (3)**

**LITIGATION HISTORY**

Name of Applicant
-------------------

Applicants should provide information of any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value Kshs.)

**APPLICATION FORM (4)**

**REFERENCE LIST**

**Candidates to list here below names of references in form of Institutions (Public or private)**

<b>S/N</b>	<b>Name and Location of Institution</b>	<b>Tel Contact</b>	<b>Contract Person</b>
1			
2			
3			
4			
5			
6			
7			
8			

## SECTION VI - EVALUATION CRITERIA

The following will be a guide to the Registration Evaluation Criteria:

- a. The certificates and documents submitted by the candidates shall be authenticated with the respective issuing office/authority.
- b. The participating candidates must submit copies of the following **mandatory documents** along with the registration document properly bound, paginated and initialed in the correct sequence on or before the closing date.

i.	Copy of Certificate of Incorporation / Registration
ii.	Copy of Valid Tax Compliance Certificate.
iii.	Copy of Valid Single Business Permit from County government
iv.	Copy of valid CR 12 form issued by Registrar of Companies
v.	Evidence of physical registered office (Attached either lease agreement, title deed, electricity bill, water bill, rental payment receipt)
vi.	Confidential Questionnaire dully filled, signed and stamped
vii.	Declaration form dully filled, signed and stamped

**NOTE:**

**FAILURE TO SUBMIT ANY OF THE ABOVE SHALL LEAD TO AUTOMATIC DISQUALIFICATION FROM FURTHER EVALUATION.**

## **SECTION VII - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

3.1.1 In this registration, the following terms shall be interpreted as indicated: -

- (a) “The Contract” means the agreement entered into between the Kenya Ordnance Factories Corporation and the candidates, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the candidates under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the candidates are required to supply to the Kenya Ordnance Factories Corporation.
- (d) “The Kenya Ordnance Factories Corporation” means the registering the suppliers in the list of suppliers.
- (e) “The Candidates’ means the firm applying for registration.

### **3.2 Country of Origin**

- 3.2.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.2.2 The origin of Goods and Services is distinct from the nationality of the candidates

### **3.3 Standards**

- 3.3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.4 Patent Rights**

- 3.4.1 The candidates shall indemnify the Kenya Ordnance Factories Corporation against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Kenya Ordnance Factories Corporation’s country

### **3.5 Inspection and Tests**

- 3.5.1 The Kenya Ordnance Factories Corporation or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Kenya Ordnance Factories Corporation shall notify the candidates in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.5.2 The inspections and tests may be conducted in the premises of the candidates or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the candidates or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Kenya Ordnance Factories Corporation.
- 3.5.3 Should any inspected or tested goods fail to conform to the Specifications, the Kenya Ordnance Factories Corporation may reject the equipment, and the candidates shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Kenya Ordnance Factories Corporation.
- 3.5.4 The Kenya Ordnance Factories Corporation's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Kenya Ordnance Factories Corporation or its representative prior to the equipment delivery.
- 3.5.5 Nothing in paragraph 3.8 shall in any way release the candidates from any warranty or other obligations under this Contract.

### 3.6 **Packing**

- 3.6.1 The candidates 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.
- 3.6.2 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

### 3.7 **Delivery and Documents**

- 3.7.1 Delivery of the Goods shall be made by the candidates in accordance with the terms specified by Kenya Ordnance Factories Corporation in its Schedule of Requirements and the Special Conditions of Contract

### 3.8 **Insurance**

- 3.8.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### 3.12 **Payment**

- 3.12.1 The method and conditions of payment to be made to the candidates under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Kenya Ordnance Factories Corporation as specified in the contract.

### **3.13 Prices**

3.13.1 Prices for goods and services shall be quoted for on As and When is Required basis

### **3.14. Assignment**

3.14.1 The candidates shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya Ordnance Factories Corporation's prior written consent

### **3.15 Subcontracts**

3.15.1 The candidates shall notify the Kenya Ordnance Factories Corporation in writing of all subcontracts awarded under this Contract if not already specified in the registration document. Such notification, in the original document or later, shall not relieve the candidates from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 The Kenya Ordnance Factories Corporation may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the candidates, terminate this Contract in whole or in part

- (a) if the candidates fail to deliver any or all of the goods within the periods specified in the Contract, or within any extension thereof granted by the Kenya Ordnance Factories Corporation
- (b) if the candidates fail to perform any other obligation(s) under the Contract
- (c) if the candidates, in the judgment of the Kenya Ordnance Factories Corporation has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Kenya Ordnance Factories Corporation terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the candidates shall be liable to the Kenya Ordnance Factories Corporation for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1. If the candidates fail to deliver any or all of the goods within the period(s) specified in the contract, the Kenya Ordnance Factories Corporation shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the candidates may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The Kenya Ordnance Factories Corporation and the candidates shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

3.20.1 The candidates shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

**Part 1 – General:**

Business Name .....

Location of business premises. ....

Plot No..... Street/Road .....

Postal Address ..... Tel No. .... Fax ..... E mail .....

Nature of Business ,.....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs. ....

Name of your bankers ..... Branch .....

**Part 2 (a) – Sole Proprietor**

Your name in full ..... Age .....

Nationality ..... Country of origin .....

- Citizenship details .....

**Part 2 (b) Partnership**

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

**Part 2 (c) – Registered Company**

Private or Public .....

State the nominal and issued capital of company-

Nominal Kshs. ....

Issued Kshs. ....

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5. ....	.....	.....	.....

Date ..... Signature of Candidates .....

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.



**TERMS OF PAYMENTS**

KOFC would wish to make 100% payments within 60 days after delivery, inspection and acceptance of full Contract Materials at KOFC warehouse.

Confirm acceptance of this:                      **Acceptable/Not Acceptable**

**SECTION VIII - DECLARATION**

I/We the undersigned hereby declare as follows:

- a. My/our signing of this application form implies acceptance of responsibility for the veracity and accuracy of all information submitted therein or therewith.
- b. The information given will be used by Kenya Ordnance Factories Corporation for the purpose of evaluating this application for registration.
- c. Any employer, consultant or banker, past or present, is hereby authorized and requested to provide information on the competence and general reputation of this firm if so requested by the Sub-branch.
- d. The Kenya Ordnance Factories Corporation is welcome to visit and physically inspect my/our establishment and works (contracts) executed, when it deems fit to do so, in order to verify the authenticity of the information given herein, or by our Referees, or obtained from any other source regarding our firm.
- e. Failure to complete any part of this application form, where applicable/appropriate and or failure to provide any of the relevant documentary evidence as stipulated in the form may result in not being registered.
- f. I/We accept to avail original documents in support of all copies attached for the purposes of verification when/if called upon to do so. Failure to avail any such original document when/if called upon to do so, either during the registration process or thereafter, will lead to automatic disqualification/revocation of the registration.
- g. The registration will remain valid for a period of Two (2) years from the date of registration and may be extended for such other duration as may be prescribed, provided that the same may be revoked at any time. In case of any such revocation, Kenya Ordnance Factories will not be obliged to give any reason(s) for the revocation.
- h. My/our firm shall not be engaged in any acts of corruption/canvassing in whatever forms.

**Signed by**..... (Name)

*In the capacity of*.....(status in Firm)

Date..... Signature .....

**Witness**

**Signed by**.....(Name)

*In the capacity of*.....(General Status)

Date..... Signature .....