

REPUBLIC OF KENYA



KIAMBU COUNTY GOVERNMENT

P.O BOX 2344-00900, KIAMBU.

**OPEN TENDER FOR
SUPPLY AND DELIVERY OF TETRA PACKED PROCESSED UHT MILK, 200ml FOR
THE PROPOSED SCHOOL FEEDING PROGRAMME IN KIAMBU COUNTY.**

TENDER NO.

KCG/EDU/001/2018/2019

CLOSING DATE & TIME:

THURSDAY

6TH SEPTEMBER 2018 AT 10.00 AM

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INTRODUCTION

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya.
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the bidders should not have blank spaces or give options
 - (b) The Instructions to bidders and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to bidders.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential bidders to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to bidders who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I

INVITATION TO TENDER

DATE ____23RD **AUGUST 2018**_____

TENDER REF NO. KCG/EDU/001/2018/2019

**TENDER NAME: OPEN TENDER FOR SUPPLY AND DELIVERY OF
TETRA PACKED PROCESSED UHT MILK, 200ml FOR THE
PROPOSED SCHOOL FEEDING PROGRAMME IN KIAMBU
COUNTY.**

- 1.1 The Kiambu County Government invites sealed bids from eligible candidates for **OPEN TENDER FOR SUPPLY AND DELIVERY OF TETRA PACKED PROCESSED UHT MILK, 200ml FOR THE PROPOSED SCHOOL FEEDING PROGRAMME IN KIAMBU COUNTY.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kiambu County Government Offices at the Thika Sub county Headquarters Ground Floor during normal working hours. Deposit the tenders at the tender boxes outside room 15B.
- 1.3 A complete set of tender documents may be obtained by interested candidates free of charge from the County Governments website **<http://www.kiambu.go.ke>**.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box and addressed to the *Chief Officer- Education, gender, culture and social services Department* so as to be received on or before **6TH SEPTEMBER 2018 at 10.00AM**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Headquarters or as directed.

SECTION II**- INSTRUCTIONS TO TENDERERS****Table of Clauses**

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The County Government of Kiambu's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 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 County Government of Kiambu to provide services to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the County Government of Kiambu, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The tender document shall not be charged as will instead be downloaded free of charge from <http://www.kiambu.go.ke>
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the County Government of Kiambu in writing or by post at the entity's address indicated in the Invitation to Tender. The County Government of Kiambu will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the County Government of Kiambu. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The County Government of Kiambu shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the County Government of Kiambu, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the County Government of Kiambu, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the County Government of Kiambu, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract for and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to bidders.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1.the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the County Government of Kiambu's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the County Government of Kiambu's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the County Government of Kiambu; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the County Government of Kiambu against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the County Government of Kiambu and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the County Government of Kiambu as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the County Government of Kiambu.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the County Government of Kiambu on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph

2.28 2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the County Government of Kiambu, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Kiambu as non responsive.

2.15.2 In exceptional circumstances, the County Government of Kiambu may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**

2.16.1 The tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be serialized typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 **Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the County Government of Kiambu at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **THURSDAY, 6TH SEPTEMBER 2018.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the County Government of Kiambu will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the County Government of Kiambu at the address specified under paragraph 2.17.2 no later than **THURSDAY, 6TH SEPTEMBER 2018.**

2.18.2 The County Government of Kiambu may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the County Government of Kiambu and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the County Government of Kiambu prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’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 tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn 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 Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The County Government of Kiambu may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The County Government of Kiambu shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The County Government of Kiambu will open all tenders in the presence of tenderers' representatives who choose to attend, on **THURSDAY, 6TH SEPTEMBER 2018** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the County Government of Kiambu, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The County Government of Kiambu will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the County Government of Kiambu may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the County Government of Kiambu in the County Government of Kiambu's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The County Government of Kiambu will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

- 2.22.3 The County Government of Kiambu may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the County Government of Kiambu will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The County Government of Kiambu’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the County Government of Kiambu and may not subsequently be made responsive by the tenderer by correction of the non conformity.
- 2.22.6 The following documents in table A shall be required to be attached in the bid documents and shall be deemed mandatory.

TABLE: A

No	Mandatory Requirement
1	Certificate of incorporation / Business name registration
2	Valid Tax compliance certificate
3	Valid single business Permit or GOK trading license
4	Make “two bid documents” being an “original” and a “copy of the original”
5	Form of tender indicating the “total tendered sum inclusive of taxes signed and stamped by the authorized person”
6	A Copy of CR 12
7	Current and valid certificate to operate as a food processing entity by the Kenya Dairy Board.

All bidders shall be subjected to a preliminary evaluation and only substantively responsive bidders shall be again evaluated in the technical stage.

TABLE B:

NO	Technical Requirement	Score
1	Physical Facilities of firm. Provide details of physical address and contacts attach evidence e.g. Details of physical address and contacts with copy of either title, lease document or latest utility bill for year 2018	10
2	Avail at least three (3) recommendation letters from your current or previous major reputable major reputable clients or firms with letters work of equivalent nature and volume for the last 2 years i) 1 letter -5 points ii) 2 letters -10 points iii) 3 letters – 15 points	15
3	Form of tender indicating the “total tendered sum inclusive of taxes signed and stamped by the authorized person”	10
4	Have “all pages serialized” in the submitted bid documents. (i.e. page 1 of last page).	5
5	Evidence of past experiences of a similar nature in the past 2 years	10
6	Proof of financial capability being certified bank statements for the immediate 12 months showing capacity to undertake the assignment	15
7	Clearly state your lead time for delivery after being issued with a L.P.O. i) 1 week – 10 points ii) 2 weeks – 5 points iii) Above 2 weeks- 0 point	10
8	Bid Bond of Kshs 2,000,000/=	10
9	Clearly state time required to replace packets with defects i) 1 week – 15 points ii) 2 weeks – 10 points iii) Above 2 weeks- 5 points	15

Let all bidders be informed that to proceed to financial evaluation you shall be required to garner a score of **75 marks or above for table B.**

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the County Government of Kiambu will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The County Government of Kiambu will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the County Government of Kiambu

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the County Government of Kiambu on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the County Government of Kiambu in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of qualification, the County Government of Kiambu will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the County Government of Kiambu deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the County Government of Kiambu will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The County Government of Kiambu will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **County Government of Kiambu's Right to Vary quantities**

2.27.5 The County Government of Kiambu reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **County Government of Kiambu's Right to Accept or Reject Any or All Tenders**

2.27.6 The County Government of Kiambu reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the County Government of Kiambu's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the County Government of Kiambu will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the County Government of Kiambu will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the County Government of Kiambu notifies the successful tenderer that its tender has been accepted, the County Government of Kiambu will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the County Government of Kiambu.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the County Government of Kiambu, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the County Government of Kiambu.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the County Government of Kiambu may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The County Government of Kiambu requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the County Government of Kiambu, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the County Government of Kiambu of the benefits of free and open competition;

2.31.2 The County Government of Kiambu will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer 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 Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the County Government of Kiambu in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The County Government of Kiambu should specify in the appendix information and requirements specific to the circumstances of the County Government of Kiambu, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS TO ATTACH THE FOLLOWING DOCUMENTS
	<p>Certificate of incorporation / Business name registration</p> <p>Valid Tax compliance certificate</p> <p>Valid single business Permit or GOK trading license</p> <p>Make “two bid documents” being an “original” and a “copy of the original”</p> <p>Form of tender indicating the “total tendered sum inclusive of taxes signed and stamped by the authorized person”</p> <p>A copy of CR12 form</p> <p>Current and valid certificate to operate as a food processing entity by the Kenya Dairy Board</p>

Note: Both documents (Original & Copy) shall bear all the attachments required

(Complete as necessary)

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the County Government of Kiambu and the tenderer, 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 tenderer 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 tenderer is required to supply to the County Government of Kiambu under the Contract.
- (d) “The County Government of Kiambu” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the County Government of Kiambu for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the County Government of Kiambu’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the County Government of Kiambu in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the County Government of Kiambu's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the County Government of Kiambu and shall be returned (all copies) to the County Government of Kiambu on completion of the Tenderer's performance under the Contract if so required by the County Government of Kiambu

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the County Government of Kiambu 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 County Government of Kiambu's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the County Government of Kiambu the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the County Government of Kiambu as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the County Government of Kiambu and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the County Government of Kiambu, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the County Government of Kiambu and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The County Government of Kiambu or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The County Government of Kiambu shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer 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 County Government of Kiambu.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the County Government of Kiambu may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the County Government of Kiambu.

3.8.4 The County Government of Kiambu'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 County Government of Kiambu or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer 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.

3.9.2 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

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by County Government of Kiambu in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 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 tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the County Government of Kiambu as specified in the contract

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall be within the Public Procurement Act of 2012 of the original contract price.
- 3.13.4 Price variation request shall be processed by the County Government of Kiambu within 30 days of receiving the request.

3.14. Assignment

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the County Government of Kiambu's prior written consent

3.15 Subcontracts

- 3.15.1 The tenderer shall notify the County Government of Kiambu in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

- 3.16.1 The County Government of Kiambu may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the County Government of Kiambu
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the County Government of Kiambu has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the County Government of Kiambu 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 tenderer shall be liable to the County Government of Kiambu for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the County Government of Kiambu 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 tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The County Government of Kiambu and the tenderer 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 tenderer 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.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the County Government of Kiambu in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the County Government of Kiambu and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE GCC	OF SPECIAL CONDITIONS CONTRACT
	<p>Packaging The tenderer 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. All packets shall have the county colours, sky blue, white and red and the shape of tetra pack.</p>
	<p>Delivery The Milk must be delivered at each school in Kiambu county, delivery schedule shall be twice per school calendar term by the successful bidder(s) from the date of receiving the Purchase Order (LPO). The requirements may be adjusted by giving a short notice.</p>
	<p>Correspondence The language of all correspondence and documents related to the bid is English unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.</p>

(Complete as necessary)

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The County Government of Kiambu reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

KIAMBU SUB COUNTY

S/NO	WARD	Ecde SCHOOL	Number of students
1	TOWNSHIP	KIAMBU	177
2		KASARANI	36
3		THINDIGUA	103
4		MARY IMMACULATE	358
5	RIABAI	RABAI	72
6		GICOCO	76
7		CHIEF WANDIE	105
8		MACHIRI	133
9		GITAMAIYU	63
10	TING'ANG'A	TING'ANG'A HGM	73
11		TING'ANG'A MODEL	69
12		BENSON NJAU	52
13		ACK ANMER	62
14		KONGO	57
15		KIU RIVER	62
16	NDUMBERI	NDUMBERI	68
17		KARUNGA	69
18		KAGONYA	37
19		RIARA	27
20		LORETO	11
21		MUNGAI CHENGECHA	63
22		NGEGU	72
		TOTAL	1845

RUIRU SUB COUNTY

	WARD	ECDE SCHOOL	Number of students
1.	BIASHARA	RUIRU	66
2.	BIASHARA	MATOPENI	152
3.	BIASHARA	GITHUNGURI	96
4.	BIASHARA	ST. GEORGES	87
5.	GATONG'ORA	KWIHOTA	44
6.	GATONG'ORA	KIRATINA	29
7.	GATONG'ORA	GATONG'ORA	67
8.	GATONG'ORA	GIKOMARI	43
9.	GATONG'ORA	EXCEL COMRI	16
10	GITOTHUA	MUKUYU	55
11	GITOTHUA	GITOTHUA	64
12	GITOTHUA	NGEWE	63
13	GITOTHUA	TATU	61
14	KIUU	KIMBO GITHURAI	65
15	KIUU	KWA NGETHE	76
16	MWIKI	MWIKI	66
17	KAHAWA SUKARI	NDIINI	57
18	MWIHOKO	MWIHOKO	117
	TOTAL		1230

JUJA SUB COUNTY

S/N	WARD	ECDE CENTRE	Number of students
1	KALIMONI	THIRIRIKA	81
2		KALIMONI	51
3		KIGWE	50
4		JUJA FARM	80
5		MWERERI	41
6		ATHI	55
7		ST FRANCIS MUIGAI	45
8		JUJA HOUSE	30
9	WITEITHIE	MUTHARA	40
10		NYACABA	78
11		KURAIHA	98
12		KARAMAINI	74
13		KARAKUTA	12
14		GACHORORO	150
15	JUJA	ST. PAUL	116
16		MIRIMAINI	37
17		KIAORA	30
18		KIBII	32
19		KARUNGURU	28
20		THETA	22
21		KIAORA ESTATE ECD	25
22		JOMO KENYATTA	
23	THETA	THOME	80
24		KUMURA	75
25		RURII	57
26		NDURURUMO	40
27		MUNYAKA	30
28		MAGOMANO	120
29	MURERA	MUGUTHA	75
30		MURERA	76
31		MUTUNDU	37
32		JACARANDA	30
33		RUERA	25
34		TWIGA	45
35		KITAMAIYU	50
36		OAKLANDS	50
		TOTAL	1965

THIKA SUB COUNTY

WARD	ECD CENTRE	Number of students
1TOWNSHIP	GATUMAINI	179
2TOWNSHIP	GARISSA ROAD	117
3TOWNSHIP	MUGUMOINI	78
4TOWNSHIP	KISIWA	115
5TOWNSHIP	KARIBARIBI	48
6TOWNSHIP	KIANJAU	114
7TOWNSHIP	THIKA SCH. FOR BLIND	41
8HOSPITAL	THIKA PRIMARY	120
9HOSPITAL	GENERAL KAGO	60
10HOSPITAL	KIBOKO	29
11HOSPITAL	QRS	122
12HOSPITAL	ST. PATRICKS	48
13HOSPITAL	STAREHE	52
14HOSPITAL	BAHATI	28
15HOSPITAL	JAMHURI	33
16HOSPITAL	THIKA MUSLIM	35
17HOSPITAL	JOYTOWN	20
18HOSPITAL	GACHAGI	50
19HOSPITAL	UMOJA	43
20HOSPITAL	ST. PATRICKS SPECIAL	11
21KAMENU	THIKA BARRACKS	127
22KAMENU	ATHENA	77
23KAMENU	KIMUCHU	156
24KAMENU	KENYATTA	101
25KAMENU	MOUNTAIN VIEW	82
26KAMENU	KIGANJO	60
27KAMENU	KAMENU	77
28GATUANYAGA	MARIA MAGDALENE	32
29GATUANYAGA	GATUANYAGA	119
30GATUANYAGA	KOMO	100
31GATUANYAGA	MBAGATHI	33
32GATUANYAGA	MAGANJO	35
33GATUANYAGA	GITHIMA	70
34GATUANYAGA	MAGANA	35
35GATUANYAGA	MUNYU	37
36NGOLIBA	NGOLIBA	103
37NGOLIBA	KILIMAMBOGO	50
38NGOLIBA	MAGOGONI	114
39NGOLIBA	MATATHIA	70
40NGOLIBA	POWERLINE	62
41NGOLIBA	NDULA	23
42NGOLIBA	NDULA COMMUNITY	42

	43NGOLIBA	KIANJAH	44
		TOTAL	3012

KIAMBAA SUB COUNTY

S/NO.	Ward	ECDE Centre	Number of students
1	CIANDA	NJENGA KARUME	39
2		GATATHA	38
3		KAWAIDA	114
4		KIBUBUTI	52
5		GATONO	45
6		KING'OTHUA	118
7	KARURI	MUTHURWA	50
8		KIBATHI	103
9		KARURI	85
10		KIAMBAA	43
11		THIMBIGUA	57
12	MUCHATHA	WAGUTHU	97
13		GATHANGA C	65
14		MAYUYU	114
15		MUCHATHA	80
16		MUONGOIYA	73
17		MUCHATHA C	67
18		KARUME C	47
19	NDENDERU	GACHARAGE	137
20		MUYA	63
21		NDENDERU	100
22		KARURA	67
23		WANGUNYU	125
24		UPPER KIHARA	63
25	KIHARA	GACII	87
26		KAMUIRU	139
27		L. KIHARA	106
		GRAND TOTAL	2174

GATUNDU NORTH

S/NO	WARD	SCHOOL	Number of students
1	CHANIA	IGEGANIA	44
2	CHANIA	KAIRI	42
3	CHANIA	KAMWANGI	74
4	CHANIA	KANGAITA	36
5	CHANIA	KIENI	23
6	CHANIA	MAKWA	82
7	CHANIA	MUIRIGO	19
8	CHANIA	NGUNA	39
9	CHANIA	WANDUI	71
10	GITHOBOKONI	GACEGE	21
11	GITHOBOKONI	GAKOE	70
12	GITHOBOKONI	GATEI	32
13	GITHOBOKONI	IHIGA-INI	38
14	GITHOBOKONI	JAMES NJENGA	38
15	GITHOBOKONI	KAHATA	45
16	GITHOBOKONI	KAIBERE	34
17	GITHOBOKONI	KAMUNYAKA	29
18	GITHOBOKONI	KAMWIRIGI	38
19	GITHOBOKONI	KANJABI	23
20	GITHOBOKONI	KIHUNJO-INI	85
21	GITHOBOKONI	MAKOHOKOHO	46
22	GITHOBOKONI	MBICHI	21
23	GITHOBOKONI	MUNGAI	31
24	GITHOBOKONI	MUNYAKA	51
25	GITHOBOKONI	MURATA WA TWANA	54
26	GITHOBOKONI	ST.DOMINIC	34
27	GITHOBOKONI	MIIRI	48
28	GITUAMBA	CHANIA	45
29	GITUAMBA	GATUNGURU	17
30	GITUAMBA	IGAMBA	69
31	GITUAMBA	IRURI	83
32	GITUAMBA	KIANGUNU	45
33	GITUAMBA	KIRIKO A	9
34	GITUAMBA	KIRIKO B	50
35	GITUAMBA	MARIA-INI	87
36	GITUAMBA	MATAARA	52
37	GITUAMBA	MIUGU	58
38	GITUAMBA	MUCHAKAI	26
39	GITUAMBA	MUHINDI	27
40	GITUAMBA	NDEKEI	67
41	GITUAMBA	NDIKO	43
42	GITUAMBA	NGETHU	39
43	GITUAMBA	NJATHA-INI	87

44	GITUAMBA	S.KANYONI	33
45	MANGU	GIKINDU	23
46	MANGU	KARURE	67
47	MANGU	MANGU	33
48	MANGU	MUKURWE	74
49	MANGU	MUKUYU-INI	62
50	MANGU	MUTUMA	63
51	MANGU	NYAMANGARA	43
52	MANGU	NYAMATHUMBI	62
53	MANG'U	KAWIRA	54
54	MANG'U	MWEA	88
55	MANG'U	ST.FRANCIS	61
56	GITHOBOKONI	MWIMUTO	31
57	GITHOBOKONI	KAMUNYAKA NURSERY	15
58	CHANIA	KANJUKU	42
59	GITUAMBA	KIMANGU	16
	TOTALS		2739

KABETE

S.NO	WARD	SCHOOL	Number of students
1	GITARU	KANYARIRI	52
2	GITARU	NGURE	68
3	GITARU	RUNGIRI	79
4	GITARU	RUKUBI	77
5	GITARU	CURA	33
6	GITARU	GATAARA	31
7	KABETE	NDONGORO	85
8	KABETE	NDURARUA	44
9	KABETE	KIBICKU	33
10	KABETE	KINGEERO	54
11	MUGUGA	KAHUHO	26
12	MUGUGA	KAMUGUGA	57
13	MUGUGA	GATUANABU	29
14	MUGUGA	MUGUGA HGM	81
15	MUGUGA	WANGIGE	70
16	MUGUGA	MUGUGA MODEL	181
17	MUGUGA	GICHANA COMMUNITY	34
18	MUGUGA	KAMONJONI	33
19	MUGUGA	KANJERU PRI	41
20	NYATHUNA	NYATHUNA	40
21	NYATHUNA	ST MARYS KAIBA	50
22	NYATHUNA	KARURA KA NYUNGU	42

23	NYATHUNA	KIRANGARI	49
24	NYATHUNA	KIBIKU	57
25	NYATHUNA	GATHIGA PR	26
26	NYATHUNA	MAHIA -INI	45
27	UTHIRU	UTHIRU PRI	139
		TOTAL	1556

KIKUYU SUB COUNTY

SNO	WARD		Number of students
1	KIKUYU	MAGUTUINI	70
2		KIKUYU TOWN SHIP	96
3		KIDFARMACO	154
4		MUSA GITAU	138
5		THOGOTO	97
6		THIRIME	41
7		KIKUYU MODEL	95
8	SIGONA	NDUMA	68
9		KERWA	50
10		NGURIUNDITU	44
11		NDERI	60
12		KANYANJARA	16
13		THAMADA	18
14	KINOO	MAMA NGINA	197
15		HGM KINOO	70
16		MUTHIGA SHAURI	27
17	KARAI	MAI-I-IHII	86
18		GIKAMBURA	64
19		GICHARANI	52
20		WAMBAA	65
21		GITIBA	28
22		RIU - NDERI	96
23	NACHU	LUSIGETI	56
24		KANYIHA	133
25		RENGUTI	19
26		KAMANGU	80
27		KANDENGWA	58
28		KANDUTURA	84
29		GATHIRU	135
30		NACHU	105
31		NJUMBI	51
32		GATUNE	22
33		UTAFITI	313

34		FAIRLAWNS	219
		TOTALS	2907

GATUNDU SOUTH SUB COUNTY

S/NO.	WARD	CENTRES	Number of students
1	NG'ENDA	GITHARURU	15
2	NDARUGU	GATHOMI	6
3	NDARUGU	GITWE	51
4	NDARUGU	GAITETE	17
5	NDARUGU	GIKURE	32
6	KIAMWANGI	KAGERA	23
7	NG'ENDA	GITHUNGUCHU	19
8	NDARUGU	MUTUNGURU	63
9	NG'ENDA	MUTOMO	63
10	NG'ENDA	ITURU	34
11	KIGANJO	GATHIRU	35
12	NG'ENDA	GITHIORO	10
13	NG'ENDA	GACHOKA	74
14	NG'ENDA	KAMUNYU	38
15	KIGANJO	NDUNDU	28
16	NG'ENDA	KIMUNYU	62
17	NDARUGU	KIBIRU	22
18	KIGANJO	ROI	60
19	KIAMWANGI	NEMBU	59
20	NDARUGU	KARATU	42
21	KIGANJO	KIAMUGO	60
22	KIAMWANGI	KAGIO	42
23	NG'ENDA	HANDEGE	41
24	NDARUGU	GIKOBU	17
25	NDARUGU	MUNYUINI	61
26	NDARUGU	GATHURI	36
27	KIGANJO	GATHIRIGA	15
28	NDARUGU	KIMARURI	13
29	NDARUGU	NDUMBI	23
30	NG'ENDA	WAMWANGI	40
31	NDARUGU	KWAMUCHERU	23
32	NDARUGU	KIRANGI	63
33	KIGANJO	GITARE	20
34	NDARUGU	RUBURI	27
35	KIAMWANGI	KAREMBU	27
36	NG'ENDA	WAMITAA	27
37	NG'ENDA	MUTHIGA	36
38	KIGANJO	GACHIKA	56

39	KIAMWANGI	KIGAA	46
40	NDARUGU	KAMUTUA	38
41	NDARUGU	MBOGORO	26
42	KIGANJO	KIAWANDIGA	20
43	KIAMWANGI	THAARA	42
44	KIGANJO	KIGANJO	11
45	KIGANJO	KIMIRITIA	52
46	KIAMWANGI	GATITU	47
47	KIGANJO	UCEKEINI	68
48	NG'ENDA	KAHUGUINI	41
49	KIGANJO	MUHOHO	35
50	NG'ENDA	GATUNDU	215
51	NG'ENDA	ICACIRI	51
52	KIGANJO	KARANGI	40
53	KIGANJO	KIAMWORIA	32
54	NG'ENDA	GITHUYA	62
55	NG'ENDA	MUTHURUMBI	35
56	KIAMWANGI	GATHAGE	32
57	NG'ENDA	IKUMA	20
58	KIAMWANGI	NG'ENDA	40
59	NDARUGU	KARINGA	65
60	NDARUGU	KAGUMOINI	49
61	NDARUGU	NDUCHI	39
62	KIGANJO	GICHERU	57
63	KIAMWANGI	KIAMWANGI	25
64	KIGANJO	KABUTETI	40
65	NG'ENDA	WAMITAA 'B'	12
66	NG'ENDA	KIMUNYU COM.	13
	GRAND TT		2633

GITHUNGURI SUB COUNTY

NO	WARD	SCHOOL	Number of students
1	GITHIGA	GATHANGARI	70
2	GITHIGA	GATINA	62
3	GITHIGA	NJENGA	70
4	GITHIGA	IHIGA	39
5	GITHIGA	GATITU	43
6	GITHIGA	GITHIGA	89
7	GITHIGA	MATUGUTA	69
8	GITHIGA	GATAKA	60
9	GITHIGA	MATHANJA	42
10	GITHIGA	KANYORE	79
11	KOMOTHAI	GATHUGU	51
12	KOMOTHAI	KOMOTHAI SPEC	29
13	KOMOTHAI	KAGEMA	124

14	KOMOTHAI	GITHIORO	38
15	KOMOTHAI	KOMOTHAI PRY	41
16	KOMOTHAI	THUITA	55
17	KOMOTHAI	KIAWAIGURU	80
18	KOMOTHAI	GITHIMA	49
19	KOMOTHAI	KIGUMO	64
20	KOMOTHAI	NGINDURI	61
21	KOMOTHAI	GATHIRU-INI	32
22	KOMOTHAI	KIAWAIRIA	22
23	KOMOTHAI	KIBICHOI	48
24	KOMOTHAI	GITOMBO	31
25	KOMOTHAI	GITUAMBA	7
26	KOMOTHAI	GATHUGU B	15
27	KOMOTHAI	KANAKE	52
28	KOMOTHAI	KIHURIRIO	58
29	IKINU	GATHAITHI	68
30	IKINU	KARIA	71
31	IKINU	IKINU	187
32	IKINU	NGEMWA	13
33	IKINU	KIAIBABU	54
34	IKINU	LIOKI	24
35	IKINU	KAMONDO	57
36	IKINU	KARIA COMMUNITY	30
37	NGEWA	KANJAI	41
38	NGEWA	MITAHATO	30
39	NGEWA	NDIRETI	58
40	NGEWA	NGENIA	18
41	NGEWA	MUKUBU	31
42	NGEWA	GIATHIEKO	22
43	NGEWA	KAMBUI SCHOOL FOR DEAF	34
44	NGEWA	MIGUTA	90
45	NGEWA	KIAMBURURU	78
46	NGEWA	NYAGA	84
47	NGEWA	NJUNU	48
48	NGEWA	NGEWA PRY	45
49	GITHUNGURI	GITHUNGURI TOWNSHIP	200
50	GITHUNGURI	KINDIGA	35
51	GITHUNGURI	GITHUNGURI PRY	62
52	GITHUNGURI	A.K MAGUGU	57
53	GITHUNGURI	GATHANJI	72
54	GITHUNGURI	KAHUNIRA	58
55	GITHUNGURI	KIARIA	53
56	GITHUNGURI	RIAMUTE	50
57	GITHUNGURI	MIIRI	91
58	GITHUNGURI	CIIKO	78
59	GITHUNGURI	NGOCHI	49

60	GITHUNGURI	THUTHURIKI	10
		GRAND TOTAL	3378

LIMURU SUB COUNTY

S.NO	WARD	ECDE CENTRE	Number of students
1	LIMURU CENTRAL	NYORO	64
2	LIMURU CENTRAL	GATIMU	98
3	LIMURU CENTRAL	RIRONI	73
4	LIMURU CENTRAL	KAMANDURA	84
5	LIMURU CENTRAL	THARUNI	66
6	LIMURU CENTRAL	KAMIRITHU	52
7	LIMURU CENTRAL	LIMURU MODEL COUNCIL	191
8	LIMURU CENTRAL	LIMURU MODEL PRIMARY	267
9	LIMURU CENTRAL	LIMURU TOWN SCHOOL	270
10	LIMURU CENTRAL	NYATARAGI	38
11	BIBIRIONI	NGARARIGA	72
12	BIBIRIONI	BIBIRIONI	100
13	BIBIRIONI	ST. JOHN BOSCO	62
14	BIBIRIONI	MURENGETI	152
15	BIBIRIONI	KINYOGORI	51
16	BIBIRIONI	MANGUO	93
17	LIMURU EAST	RONGAI	62
18	LIMURU EAST	RWAKA	36
19	LIMURU EAST	KIAWAROGA	70
20	LIMURU EAST	GIKABU NA BUTI	64
21	LIMURU EAST	LIMURU MISSION	172
22	NGECHA/TIGONI	NGECHA	63
23	NGECHA/TIGONI	JONATHAN MAARA	157
24	NGECHA/TIGONI	MAHINGA	36
25	NGECHA/TIGONI	KABUKU	64
26	NGECHA/TIGONI	ST.PAUL	90
27	NGECHA/TIGONI	TIGONI	312
28	NGECHA/TIGONI	UMOJA	84
29	NDEIYA	TUTU	27
30	NDEIYA	THIGIO	31
31	NDEIYA	GITHUNGUCU	85
32	NDEIYA	RWACUMARI	34
33	NDEIYA	MAKUTANO	24
34	NDEIYA	MIRITHU	53
35	NDEIYA	NDERU	30
36	NDEIYA	TIEKUNU	25
37	NDEIYA	GITUTHA	53
38	NDEIYA	KIRIRI	57
39	NDEIYA	GATUURA	62

40	NDEIYA	KIAWANDA	118
41	NDEIYA	RWAMBURI	20
	TOTALS		3562

LARI SUB COUNTY

S.NO	WARD	ECDE CENTRE	Number of students
S/No.	KAMBURU	GATHIMA	91
1	KAMBURU	IRIANI	55
2	KAMBURU	KAGAA	39
3	KAMBURU	KAMAHIA	96
4	KAMBURU	KAMBURU	133
5	KAMBURU	KAMUCHEGE	43
6	KAMBURU	KIBATHITHI	52
7	KAMBURU	MATIMBEI	105
8	KAMBURU	MUTHANDI	68
9	KAMBURU	NYAMUTHANGA	26
10	KAMBURU	WANGWARE	87
11	KIJABE	MUKEU MC	16
12	KIJABE	BATHI	45
13	KIJABE	GITHOGOIYO	32
14	KIJABE	KAGO	67
15	KIJABE	KAMBAA	80
16	KIJABE	KEREITA	62
17	KIJABE	KIAMBOGO	48
18	KIJABE	KIJABE	77
19	KIJABE	KIMENDE	96
20	L/KIRENGA	KIRENGA	67
21	KIJABE	KING'ATUA	41
22	KIJABE	MAGINA	57
23	KIJABE	MATATHIA	43
24	KIJABE	MBAU-INI	48
25	KIJABE	MUKEU PRY	66
26	KIJABE	MUNYAKA	34
27	KIJABE	TAKINYA	42
28	KINALE	CROSSROADS	117
29	KINALE	KAMAE	37
30	KINALE	KINALE	80
31	KINALE	KIRASHA	89
32	KINALE	MIRANGI	80
33	KINALE	MUGIKO	52
34	KINALE	MUTHAINI	58
35	KINALE	RAGIA FOREST	42
36	KINALE	SULMAC	78
37	KINALE	UTUGI	97

38	LARI/KIRENGA	ESCARPMENT	108
39	LARI/KIRENGA	GATHAITI	57
40	LARI/KIRENGA	GITHIRIONI	46
41	LARI/KIRENGA	GITITHIA	85
42	LARI/KIRENGA	GITUAMBA	53
43	LARI/KIRENGA	KABUNGE	64
44	LARI/KIRENGA	KANYEKINI	42
45	LARI/KIRENGA	KIBAGARE	42
46	LARI/KIRENGA	KIRANGI COM	11
47	LARI/KIRENGA	KARIAINI COM	22
48	LARI/KIRENGA	KIRENGA	52
49	LARI/KIRENGA	KWAREGI	41
50	LARI/KIRENGA	LARE	69
51	LARI/KIRENGA	NYAMWERU	29
52	LARI/KIRENGA	NYAMWERU CO	30
53	NYANDUMA	GACHOIRE	82
54	NYANDUMA	GAKENGE	83
55	NYANDUMA	GATAMAIYU	68
56	NYANDUMA	GITHOITO	22
57	NYANDUMA	KAGUONGO	52
58	NYANDUMA	KAGWEPRIMARY	53
59	NYANDUMA	KAGWETOWN	78
60	NYANDUMA	KAMAHINDU	64
61	NYANDUMA	KANGIRIMA	40
62	NYANDUMA	KARATINA PCEA	59
63	NYANDUMA	KARENGE	46
64	NYANDUMA	KARAYA	55
65	NYANDUMA	GITHOITO	45
66	NYANDUMA	KARIGU-INI	77
67	NYANDUMA	KARUGO	83
68	NYANDUMA	MUHORU	52
69	NYANDUMA	NGECHU	47
70	NYANDUMA	NYANDUMA	62
71	NYANDUMA	MBARIKI	29
		TOTALS	4294

PRICE SCHEDULE FOR GOODS

TENDER No. KCG/EDU/001/2018/2019

OPEN TENDER FOR SUPPLY AND DELIVERY OF TETRA PACKED PROCESSED UHT MILK, 200ml FOR THE PROPOSED SCHOOL FEEDING PROGRAMME IN KIAMBU COUNTY.

N/B The delivery point is at each school.

TENDERER'S NAME

Table 1

Number of Packets	PRODUCT	PACK SIZE	UNIT COST	TOTAL COST	REMARKS
1	UHT tetra pack MILK	200ML			

How long will you take to deliver the milk upon receipt of L.P.O

- a) 1 week |
- b) 2 weeks
- c) Above 2 weeks

Clearly state the time required to replace packets with defects

- a) 1 week
- b) 2 weeks
- c) Above 2 weeks

Signature of tenderer: _____

Address of tenderer: _____

Date: _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Notes on the sample Forms

1. Form of Tender- The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the County Government of Kiambu.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the County Government of Kiambu, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

FORM OF TENDER

Date _____
Tender No. _____

To: Kiambu County Government

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply Assorted Stationeries in conformity with the said tender documents for the sum of

.....
.....total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by Kiambu County Government.

4. We agree to abide by this Tender for a period of Twelve (12) months from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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.

Date Signature of

Candidate

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

TENDER SECURITY FORM

Whereas
(hereinafter called “the tenderer”) has submitted its tender dated
..... [date of submission of tender] for the supply, installation and
commissioning of[name and/or description of the
equipment](herein after called“ the Tender”)
..... KNOW ALL PEOPLE by
these presents that WE.....of
..... having our registered office at
..... (hereinafter called “the Bank”), are bound unto
..... [name of County Government of Kiambu] (hereinafter called “the
County Government of Kiambu”) in the sum of for which
payment well and truly to be made to the said County Government of Kiambu, the
Bank binds itself, its successors, and assigns by these presents. Sealed with the
Common Seal of the said Bank this
day of _____ 20 _____ .

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the County Government of Kiambu during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the County Government of Kiambu up to the above amount upon receipt of its first written demand, without the County Government of Kiambu having to substantiate its demand, provided that in its demand the County Government of Kiambu will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date. [signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the County Government of Kiambu) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the County Government of Kiambu invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements

- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the County Government of Kiambu’s Notification of Award

3. In consideration of the payments to be made by the County Government of Kiambu to the tenderer as hereinafter mentioned, the tender hereby covenants with the County Government of Kiambu to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The County Government of Kiambu hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

8.5 PERFORMANCE SECURITY FORM

To: Kiambu County Government

WHEREAS [name of tenderer]
(hereinafter called "the tenderer") has undertaken , in pursuance of Contract
No. _____ [reference number of the contract] dated _____
20 _____ to supply
[description of goods] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without
you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To Kiambu County Government

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

..... *[name and address of tenderer]*(hereinafter called “the tenderer”) shall deposit with the County Government of Kiambu a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of
..... *[amount of guarantee in figures and words]*.

We, the *[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the County Government of Kiambu on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the County Government of Kiambu and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To Kiambu County Government

WHEREAS[*name of the manufacturer*] who are established and reputable manufacturers of [*name and/or description of the goods*] having factories at [*address of factory*] do hereby authorize [*name and address of Agent*] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [*reference of the Tender*] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[*signature for and on behalf of manufacturer*]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of County Government of
Kiambu

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter and the contract shall be for 2 years.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING
OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*County Government of Kiambu*)

Request for review of the decision of the..... (*Name of the County Government of Kiambu*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address:
Physical address.....Fax 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.
- etc.

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

- 1.
 - 2.
- etc

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