



**REPUBLIC OF KENYA**  
COUNTY GOVERNMENT OF NYANDARUA



**MINISTRY OF EDUCATION, GENDER AFFAIRS, CULTURE AND SOCIAL SERVICES**  
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**OPEN TENDER FOR**  
**SUPPLY AND DELIVERY OF TETRA PACKED PROCESSED UHT MILK,**  
**200ML FOR**  
**THE ECDE FEEDING PROGRAMME IN NYANDARUA COUNTY.**

**TENDER NEGOTIATION NO.**  
**716566-2018/2019**

**CLOSING DATE & TIME:**

**THURSDAY**

**1<sup>ST</sup> APRIL 2019 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 tenderers should not have blank spaces or give options

(b) The Instructions to Tenderers 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 tenderers.

1.3 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers 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 tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

## **SECTION I INVITATION TO TENDER**

**DATE: 19<sup>TH</sup> MARCH, 2019**

**TENDER NEGOTIATION NO: 716566-2018/2019**

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

1.1 The Nyandarua County Government invites sealed bids from eligible candidates for OPEN TENDER FOR SUPPLY AND DELIVERY OF TETRA PACKED PROCESSED UHT MILK, 200ml FOR THE ECDE SCHOOL FEEDING PROGRAMME IN NYANDARUA COUNTY.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Nyandarua County Government Offices Headquarters at Ol Kalou Town during normal working hours. Deposit the tenders at the tender boxes outside the office.

1.3 A complete set of tender documents may be obtained by interested candidates free of charge from the County Governments website <http://www.nyandarua.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 **1<sup>ST</sup> APRIL, 2019** 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 Education Offices (DICECE) Ol Kalou or as directed.

## **SECTION II - INSTRUCTIONS TO TENDERERS**

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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 Nyandarua'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 Nyandarua 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 Nyandarua, 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.Nyandarua.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 Nyandarua in writing or by post at the entity's address indicated in the Invitation to Tender. The County Government of Nyandarua 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 Nyandarua. 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 Nyandarua 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 Nyandarua, 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 Nyandarua, 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 Nyandarua, 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 Tenderers.

## **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 Nyandarua'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 Nyandarua'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 Nyandarua; 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 **Ksh. 400,000.00**.

2.14.3 The tender security is required to protect the County Government of Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua.

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 Nyandarua 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

## **2.15 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 Nyandarua, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Nyandarua as non responsive.

2.15.2 In exceptional circumstances, the County Government of Nyandarua 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 powerofattorney 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 Nyandarua 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,” **MONDAY 1<sup>ST</sup> APRIL 2019.**

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 Nyandarua 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 Nyandarua at the address specified under paragraph 2.17.2 no later than **MONDAY 1<sup>ST</sup> APRIL 2019.**

2.18.2 The County Government of Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua will open all tenders in the presence of tenderers' representatives who choose to attend, on **MONDAY 1<sup>ST</sup> APRIL 2019**, 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 Nyandarua, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The County Government of Nyandarua 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 Nyandarua 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 Nyandarua in the County Government of Nyandarua'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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua'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 Nyandarua 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**

<b>No</b>	<b>Mandatory Requirements</b>
1	Certificate of incorporation
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
8	A Copy of the delivery and distribution plan of the milk from the source to the ECDE centers.
9	Bid Bond of Kshs 400,000.00

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

TABLE B:

<b>NO</b>	<b>Technical Requirements</b>	<b>Score</b>
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	<b>10</b>
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	<b>15</b>
3	Form of tender indicating the “ <b>total tendered sum Inclusive of taxes signed and stamped by the authorized person</b> ”	<b>10</b>
4	Have “ <b>all pages serialized</b> ” in the submitted bid Documents. (i.e. page 1 of last page).	<b>5</b>
5	Evidence of past experiences of a similar nature in the past 2 years	<b>10</b>
6	Proof of financial capability being certified bank statements for the immediate 12 months showing capacity to undertake the assignment	<b>15</b>
7	Clearly state your lead time for delivery after being issued with an L.P.O. i) 1 week – 10 points ii) 2 weeks – 5 points iii) Above 2 weeks- 0 point	<b>10</b>
8	Bid Bond of Kshs 400,000/=	<b>10</b>
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	<b>15</b>

**Let all bidders be informed that to proceed to financial evaluation you shall be required to garner a score of 70 marks or above for table B.**

### **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the County Government of Nyandarua 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 Nyandarua 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 Nyandarua**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the County Government of Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua's Right to Vary quantities

2.27.5 The County Government of Nyandarua 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 Nyandarua's Right to Accept or Reject Any or All Tenders

2.27.6 The County Government of Nyandarua 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 Nyandarua's action

## **2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the County Government of Nyandarua 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 Nyandarua 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 Nyandarua notifies the successful tenderer that its tender has been accepted, the County Government of Nyandarua 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 Nyandarua.

## **2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from the County Government of Nyandarua, 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 Nyandarua.

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 Nyandarua 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 Nyandarua 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 Nyandarua, 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 Nyandarua of the benefits of free and open competition;

2.31.2 The County Government of Nyandarua 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 Nyandarua 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 Nyandarua should specify in the appendix information and requirements specific to the circumstances of the County Government of Nyandarua, 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  Valid Tax compliance certificate  Valid single business Permit or GOK trading license  Make <b>“two bid documents”</b> being an <b>“original”</b> and a <b>“copy of the original”</b>  Form of tender indicating the <b>“total tendered sum inclusive of taxes signed and stamped by the authorized person”</b></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> <p>A Copy of the delivery proposal from the source to the ECDE centres.</p>
<p><i>Note: Both documents (Original &amp; Copy) shall bear all the attachments required</i></p>	

**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 Nyandarua 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 Nyandarua under the Contract.
- (d) “The County Government of Nyandarua” 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 Nyandarua 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 Nyandarua’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 Nyandarua 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 Nyandarua’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 Nyandarua and shall be returned (all copies) to the County Government of Nyandarua on completion of the Tenderer’s performance under the Contract if so required by the County Government of Nyandarua

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the County Government of Nyandarua 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 Nyandarua'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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the County Government of Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the County Government of Nyandarua 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 Nyandarua.

3.8.4 The County Government of Nyandarua'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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua's prior written consent

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the County Government of Nyandarua 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 Nyandarua 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 Nyandarua
- (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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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

<b>REFERENCE GCC</b>	<b>OF</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
		<p><b>Packaging</b> 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 <b>Nyandarua County LOGO and colors.</b></p>
		<p><b>Delivery</b> The Milk must be delivered at each <b>ECDE Centre</b> in Nyandarua county. The tenderer must submit a <b>copy of the delivery and distribution plan</b> of the milk from the source to the ECDE centers. The delivery schedule shall be <b>thrice per school calendar term</b> by the successful bidder(s) from the date of receiving the L.P.O and contract signing. The requirements may be adjusted by giving a short notice.</p>
		<p><b>Correspondence</b> 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>

## **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 Nyandarua 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.

## SECTION VI - SCHEDULE OF REQUIREMENTS

### NUMBER OF ECD CENTRES AND TOTAL ENROLMENT

#### OL- JORO- OROK SUB- COUNTY

#### CHARAGITA WARD

S/No	Primary School	ECDE	Total Enrolment
1	Sabugo	Sabugo	39
2	Kamukunji	Kamukunji	42
3	“	Equator	42
4	Ngatha	Ngatha	70
5	Munga	Munga	40
6	Ngano	Ngano	33
7	“	Turkweti	27
8	“	PBK Ngano	21
9	Kimathi	Kimathi	52
10	Matindiri	Matindiri	47
11	“	Ruiru “A”	27
12	Uhuru	Uhuru	25
13	“	Kibera	25
14	Kagama	Kagama	60
15	Ol Raimutia	Ol Raimutia	30
16	Kariko	Kariko	30
17	Kiania	Kiania	25
18	Nyairoko	Nyairoko	65
19	Muchemi	Muchemi	42
20	Charagita	Charagita	47
21	Ruiru	Ruiru “B”	75
22	Ol Raimutia	Kirima	15

	TOTAL	879
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<b>GATHANJI WARD</b>			
<b>S/No</b>	<b>Primary School</b>	<b>ECDE</b>	<b>Total Enrolment</b>
1	Gikeno	Gikeno	88
2	Gathanji	Gathanji	70
3	Igwamiti	Igwamiti	61
4	Mahua	Mahua	70
5	Silibwet	Silibwet	25
6	"	Munanda	54
7	Chamuka	Chamuka	74
8	Mwenja	Mwenja	27
9	Bidii	Bidii	84
10	Michinda	Michinda	120
11	Kiheo	Kiheo	39
	<b>TOTAL</b>		<b>712</b>

<b>GATIMU WARD</b>			
<b>S/No</b>	<b>Primary School</b>	<b>ECDE</b>	<b>Total Enrolment</b>
1	Riverside	Riverside	48
2	Gatimu	Gatimu	68
3	"	Tumaini	19
4	Jacaranda	Jacaranda	35
5	Kanguu	Kanguu	65
6	Kibathi	Kibathi	70
7	Equator	Equator	25
8	Baraka	Baraka	23
9	Gikingi	Gikingi	35
10	Kianjata	Kianjata	102
11	"	Njunu	20
12	"	Maji Chemka	26
	<b>TOTAL</b>		<b>536</b>

<b>WERU WARD</b>			
<b>S/No</b>	<b>Primary School</b>	<b>ECDE</b>	<b>Total Enrolment</b>
1	Ol Jororok	Ol Jororok	52
2	Karandi	Karandi	31
3	“	Iria-Ini	24
4	Inooro	Inooro	57
5	Kamaina	Kamaina	26
6	Gatumbiro	Gatumbiro	78
7	Matura	Matura	126
8	Lesirko	Lesirko	42
9	Chakareli	Chakareli	38
10	"	Githima	37
11		Simba	26
12	Gatitu	Gatitu	42
13	Kirimangai	Kirimangai	53
14	Weru	Weru	56
15	Kangui	Kangui	48
16	Kirima	Kirima	51
17	Madaraka	Madaraka	54
18	Uiguano	Uiguano	106
19	Kahingo	Kahingo	30
	<b>TOTAL</b>		<b>977</b>

**OL- KALOU SUB- COUNTY**

**KARAU WARD**

<b>S/No</b>	<b>Primary School</b>	<b>ECDE</b>	<b>Total Enrolment</b>
1	AC Ol Kalou	AC Ol Kalou	155
2	Kianda	Kianda	20
3	Gachwe	Gachwe	60
4	Muiiri	Muiiri	45
5	Gatarwa	Gatarwa	60

6	Munyeki	Munyeki	28
7	Highland	Highland	28
8	Karugutu	Karugutu	55
9	Disabled	Disabled	120
10	Kirima-ini	Kirima-ini	44
11	Mundi	Mundi	43
12	Kagaa	Kagaa	49
13	St Joseph	St Joseph	80
14	Gachwe	Kahuho	55
15	Kahia	Kahia	29
16	Saba	Thaba	10
17	Mawingo	Mawingo	49
18	Kanyiriri	Kanyiriri	60
19	“	Migaa	56
	TOTAL		1,046

#### KAIMBAGA WARD

S/No	Primary School	ECDE	Total Enrolment
1	Kieni	Kieni	82
2	Mahuaini	Mahuaini	23
3	“	St Suzzanne	15
4	Hospital	Hospital	45
5	“	Hospital “A”	50
6	Jm Kariuki	Jm Kariuki	80
7	Huruma	Huruma	125
8	Huruma	St Lino	120
9	Mihuti	Mihuti	50

10	Karima	Karima	20
11	Kandutura	Kandutura	53
12	"	Canaan	25
13	Bahati	Bahati	56
14	Kaimbaga	Kaimbaga	37
15	Mumbi	Mumbi	61
16	Gichungo	Gichungo	80
17	Captain	Captain	55
18	Kiganjo	Kiganjo	61
19	Kamande	Kamande	35
20	"	Kaimbaga Joy	40
21	Simba	Simba	68
22	Simba "B"	Simba "B"	28
23	Githima	Githima	20
24	Kihurure	Kihurure	40
	TOTAL		1,073

#### RURII WARD

S/No	Primary School	ECDE	Total Enrolment
1	Mugathika	Mugathika	50
2	Mukindu	Mukindu	24
3	Rurii	Rurii	110
4	"	Gituamba	46
5	"	Gatitu	23
6	Malan	Malan	72
7	Passenga	Passenga	70
8	Kahonge	Kahonge	65
9	Huho-Ini	Huho-Ini	46

10	Githunguri	Githunguri	80
11	Mugumo	Mugumo	24
12	Silanga	Silanga	48
13	“	Kiriko	52
14	Kianduba	Kianduba	48
15	Wangatabuthi	Wangatabuthi	60
16	Umoja	Umoja	44
17	“	St Thomas	45
18	Gathima	Gathima	68
19	Manyatta	Manyatta	30
20	Nyakio	Nyakio	25
	TOTAL		1,030

#### MIRANGINE WARD

S/No	Primary School	ECDE	Total Enrolment
1	Mathakwa	Mathakwa	72
2	Mathakwa	Miiri	10
3	Kibendera	Kibendera	39
4	Githima	Githima	62
5	Mbora	Mbora	53
6	Matunda	Matunda	58
7	“	Moa	29
8	Dundori	Dundori	67
9	“	Msasara	30
10	“	Mutarakwa	39
11	Kamuyu	Kamuyu	59
12	“	Nyandundo	39
13	Nyakiambi	Nyakiambi	63



14	Mirangine	Mirangine	35
15	Gituamba	Gituamba	20
16	“	Makara	27
17	“	Kihuho	25
18	Micharage	Micharage “B”	27
19	“	Micharage “A”	39
20	“	Mlimani	33
	TOTAL		826

#### KANJUIRI RIDGE WARD

S/No.	Primary School	ECDE	Total Enrolment
1	Tumaini	Tumaini	95
2	Kangathia “A”	Kang'athia “A”	42
3	“	Kang'athia 'B'	40
4	“	Jenny Poliakoff	20
5	Kihoto	Kihoto	26
6	Mlimani	Mlimani	42
7	Kanjuiiri	Kanjuiiri	43
8	Plot Ii	Plot II	24
9	Kahigu	Kahigu	39
10	Murindati	Murindati	27
11	“	Kiambururu	46
12	“	Kagunda	26
13	Kirathimo	Kirathimo	39
14	Wanjura	Wanjura	30
15	Wiyumiririe	Wiyumiririe	43
16	Nyaituga	Nyaituga	53
17	Ciira	Ciira	25
18	Rutara	Rutara	61

19	Rutara	Gathima	23
20	Ngorika	Ngorika	60
21	“	Ndothua	14
22	Harambee	Harambee	14
23	“	Mwireri	16
24	Kio	Kio	22
	TOTAL		870

#### GITHIORO WARD

S/No	Primary School	ECDE	Total Enrolment
1.	Karuri	Karuri	44
2.	Migaa	Migaa	19
3.	Githioro	Githioro	15
4.	“	Forest Two	19
5.	St Peters	St Peters	12
6.	"	Githima	34
7.	"	Ngari Karura	23
8.	"	Rurii	15
9.	Gathiriga	Gathiriga A	30
10.	“	Gathiriga B	29
11.	“	Gachuha	16
12.	Mumui	Mumui	33
13.	“	Gikeno	11
14.	Kariara	Kariara	23
15.	Turasha	Turasha	40
16.	Jura	Jura	80
17.	Kimbo	Kimbo	13
18.	Ririchua	Ririchua	32
19.	Mwangaza	Mwangaza	32
20.	Njomo	Njomo	42

	TOTAL	562
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**WANJOHI WARD**

S/No	Primary School	ECDE	Total Enrolment
1	Kiburuti	Kiburuti	70
2	Michore	Michore	41
3	Ng'arua Rironi	Ng'arua Rironi	101
4	Kigogo	Kigogo	45
5	Murera Njau	Murera Njau	40
6	“	Mukuru “A”	10
7	Gatondo	Gatondo “C”	46
8	“	Gatondo “B”	45
9	“	Kirarua	27
10	“	Gaturubari	37
11	Huhirio	Huhirio “A”	28
12	“	Huhirio “B”	17
13		Malewa “B”	30
14	Rayetta	Rayetta	34
15	“	Kiambaa	25
16	“	Muthangira	14
17	Magomano	Magomano “B”	85
18	Mubao	Mubao	55
19	“	Elite	25
20	Miti Itano	Miti Itano	26
21	Ndemi	Joy Ndemi	35
22	“	Mukuru “B”	23
23	“	Kahoro	40
24	“	Ndemi	34
25	Mwireri	Mwireri	40

26	Gitei	Gitei	55
27	Kiamboga	Kiamboga	30
28	Satima	Satima	24
29	“	Gatondo “A”	15
30	Ndiara	Ndiara	28
31	Gichigirira	Gichigirira	50
32	Wanjohi	Wanjohi	20
33	“	Satellite	24
34	“	Ndinda	26
35	“	Githunguri	22
36	Karima	Karima	40
37	Munyu ini	Munyu-ini	35
38	Kimuru	Kimuru	29
	TO'AL		1,371

KIPIPIRI WARD

S/No	Primary School	ECDE	Total Enrolment
1	Bondeni	Bondeni	34
2	Mahindu	Mahindu	15
3	“	Mahindu B	40
4	“	Machinery Original	18
5	“	Martini	15
6	Kabati	Kabati	51
7	“	Gitiyo	19
8	“	Wendo	47
9	Kahiga	Kahiga	31
10	Machinery	Machinery	16
11	Forest One	Forest One	15
12	“	Mahua	25
13	Kamahia	Kamahia	18
14	“	Murera	15
15	“	Gituamba	11
16	Malewa	Malewa	30
17	Gitwe	Gitwe	40
18	Manunga	Manunga	35
19	Wendani	Wendani	25
20	Ihiga	Ihiga	30
21	Rutumo	Rutumo	45
22	Mahinga	Mahinga	30
23	Mara	Mara	70
24	Kanyua	Kanyua	45
25	Kipipiri	Kipipiri	41
	TO`AL		761

GETA WARD

S/No	Primary School	ECDE	Total Enrolment
1	Rutuba	Rutuba	80
2	Mihato	Mihato	30
3	Kamagoko	Kamagoko	42
4	Gathuthi	Gathuthi	27
5	“	Waiyego	45
6	Kiambogo	Kiambogo	41
7	“	Kanduma	48
8	Karia-ini	Karia-Ini	30
9	Kanjogu	Kanjogu	66
10	Ngatho	Ngatho	47
11	Rumwe	Rumwe	35
12	Marimu A	Marimu A	65
13	Marimu B	Marimu B	18
14	Mikeu	Mikeu	105
15	Kagongo	Kagongo	42
	TOTAL		721

KINANGOP SUB COUNTY  
MAGUMU WARD

S/No.	Primary School	ECDE	Total Enrolment
1.	St Mary's	St Mary's	41
2.	Mutonyora	Mutonyora "A"	170
3.	"	Mutonyora "B"	40
4.	"	Mutonyora "C"	60
5.	"	Mutonyora Nursery	43
6.	Githinji	Githinji	140
7.	St Christopher	St Christopher	56
8.	Muchorui	Muchorui	75
9.	Kiriko	Kiriko	53
10.	"	Gachurio	38
11.		Ruchegeci	39
	TOTAL		755

NYAKIO WARD

S/No	Primary School	ECDE	Total Enrolment
1	Ragia	Ragia	75
2	Amani	Amani	105
3	Bongo	Bongo	58
4	Kihunguru	Kihunguru	75
5	Mukiri	Mukiri	63
6	Rwanyambo	Rwanyambo	70
7	Njogu-Ini	Njogu-Ini	55

8	Gitwe	Gitwe	35
9	Mutarakwa	Mutarakwa	22
10	Cheese	Cheese	50
11	Yaang'a	Yaang'a	64
12	Mukeu	Mukeu	22
13	Barainya	Barainya	45
14		Kihoto (new)	15
	TO TAL		754

#### NJABINI/KIBURU WARD

S/No.	Primary School	ECDE	Total Enrolment
1	Njabini	Njabini	40
2		Soil	40
3	Mucibau	Mucibau	55
4	Chania	Chania	71
5	"	ATC	45
6	Sasumua	Sasumua	36
7	"	Kiamweri	45
8	Kioneki	Kioneki	46
9	Kimathi	Kimathi	32
10	Yaang'a	Bethsaida	20
11	Churiri	Churiri	43
12	Munyaka	Munyaka	30
	TO TAL		503



**GITHABAI WARD**

S/No	Primary School	ECDE	Total Enrolment
1	Nyakio	Nyakio	54
2	Kaugi	Kaugi	85
4	Kahuho	Kahuho	52
5	Ndothua	Ndothua	38
6	Mbogani	Mbogani	138
7	Kiriahuh	Kiriahuh	40
8	Karati	Karati	55
9	“	Kiahuko	52
10	Kiyo	Kiyo	47
11	Kenyatta Road	Kenyatta Road	52
12	Heni	Heni	64
13	Koinange	Koinange	77
14	Michinda	Michinda	52
15	Githabai	Githabai	114
16	“	Phase II	47
	<b>TO TAL</b>		<b>967</b>

**MURUNGARU WARD**

S/No.	Primary School	ECDE	Total Enrolment
1	Mwiruti	Mwiruti	40
2	Ndaraca-ini	Ndaraca-ini	35
3	Kirathimo	Kirathimo	43

4	Kahuho	Kahuho	22
5	Gacharage	Gacharage “A”	30
6	“	Gacharage “B”	30
7	“	Ruthiru	15
8	Kiambaa	Kiambaa	33
9	Kimuri	Kimuri	24
10	Kirarwa	Kirarwa	40
11	“	Kagongo	31
12	Hianyu	Hianyu	45
13	Mugumo- ini	Mugumo- ini	45
14	Murungaru	Murungaru	61
15	Kihumbu	Kihumbu	25
16	Kambata	Kambata	44
17	Kamirangi	Kamirangi	38
18	Mkungi	Mkungi	55
19	Mwihoti	Mwihoti	37
20	Kahuria	Kahuria	59
21	Mikaro	Mikaro	40
	TO TAL		792

#### N. KINANGOP WARD

S/No	Primary School	ECDE	Total Enrolment
1	Ndunyu Njeru	Ndunyu Njeru	133
2	Nandarasi	Nandarasi	37
3	Kiandege	Kiandege	30
4	Kiambariki	Kambaa	28

5	Muhuti	Muhuti	47
6	Kawamaitha	Kawamaitha	69
7	Aberdare	Aberdare	45
8	"	Kirima	32
9	Gitite	Gitite	34
10	Kiambariki	Kiambariki	81
11	Kiria	Kiria	30
12	Kitogo	Kitogo	105
	TO TAL		671

#### ENGINEER WARD

S/No	Primary School	ECDE	Total Enrolment
1	Muruaki	Muruaki	25
2	Kang'utu	Kang'utu	43
3	Rugongo	Rugongo	55
4	Faru	Faru	20
5	Munyaka	Munyaka	32
6	Kijiko	Bahati	18
7	Muthomi	Muthomi	25
8	Kanyugi	Kanyugi	52
9	Kahuru	Kahuru	23
10	Muti-ini	Muti-ini	60
11	Centre	Centre	29
12	Kamunyaka	Kamunyaka	30
13	Kijiko	Kijiko	37

14	Mbirithi	Mbirithi	60
15	Matundura	Matundura	32
16	Kamunyaka	Fourteen	20
17	Ciondo	Ciondo	25
18	Manyatta	Manyatta	19
	TO TAL		605

#### GATHAARA WARD

S/No.	Primary School	ECDE	Total Enrolment
1.	Mwihoko	Mwihoko	54
2.	Raitha	Raitha	65
3.	Kiahuho	Kiahuho	30
4.	Gathara	Kianguyo	27
5.	Kariahu	Kariahu	66
6.	Karoroha	Karoroha	62
7.	Gathara	Gathara	47
8.	Mwiteithia	Mwiteithia	77
9.	Nyandarua School For the Deaf	Nyandarua School For the Deaf	42
10.	Kinja	Kinja	35
11.	Mutamaiyu	Mutamaiyu (A)	25
12.	Mutamaiyu	Mutamaiyu (B)	26
13.	Mutamaiyu	Mutamaiyu (C)	27
14.	“	Urumwe	35
15.	Tulaga	Tulaga (A)	16
16.	“	Tulaga (B)	30
17.	Githunguri	Githunguri (A)	29
18.		Githunguri (B)	33

19.	Grace Pry	Grace (A)	31
20.	“	Grace (B)	32
21.	Grace	Kambaa	30
22.	Kitiri	Kitiri	35
23.	Kanamba	Kanamba	60
24.	Mwiteithia	Nyakiambi	30
	TOTAL		944

NDARAGWA SUB- COUNTY  
CENTRAL WARD

S/No	Primary School	ECDE	Total Enrolment
1	Muruai	Muruai	59
2	Kanyagia	Kanyagia	60
3		Magomano	25
4	Wangui	Wangui	40
5		Ngamini	40
6	Kihara	Kihara	30
7	Mairo Kumi	Mairo Kumi	48
8	Ihiga-ini	Ihiga- ini	13
9		Thigio	25
10	Kiandongoro	Kiandongoro	36
11	Kiriogo	Kiriogo	33
12	“	Kangawa	21
13	Kambura-ini	Kambura-ini	70
14	Iria-ini	Iria-ini	37
15	Matuiku	Matuiku	30
16	Nyonjoro	Nyonjoro	40
17	“	G.G Githogora	20
18	Gitare	Gitare	30
19	Kiharo	Kiharo	25
20	Mukambura	Mukambura	20
21	Murichu	Murichu	45
22	Murichu	Munanda	14
23	Muririchua	Muririchua	45
24	Kariki	Kariki	50
25	Subuku	Subuku	30
26	Ndururi	Ndururi	45

27	“	Ndumbu	20
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28	Thuita	Thuita	15
29	Muti Umwe	Muti Umwe	25
30	Ngurumo	Ngurumo	40
31	Ndaragwa	Ndaragwa	60
32	Uruku	Uruku	30
33	Subego	Subego	30
34	"	Mutara	29
35	Sunguroi	Sunguroi	19
36	Makereka	Makereka	20
37	Kahutha	Kahutha	13
38	Father Baldo	Father Baldo	45
	TOTAL		1,277

LESHAU PONDO

S/No	Primary School	ECDE	Total Enrolment
1	Pondo	Kiboya	25
2	“	Pondo	45
3	Kagondo	Karai	80
4	Mithuri	Mithuri	35
5	Mbuyu	Equator	28
6	Ndogino	Ndogino	84
7	Ngai Ndeithia	Ngai Ndeithia	70
8	“	Nyahururu Farmers	34
9	Pondo	Githima	17
10	Ngawa	Ngawa	57
11	Ndivai	Ndivai	35
12	Kihingo	Kihingo	60
13	“	Muthomi	15
14	Raichiri	Raichiri	37
15	“	Y-Mungu	25
16	Kiandege	Kiandege	72
17	Mbuyu	Mbuyu	60
18	“	Kahuho	30
19	Kirera	Kirera	56
20	Kagondo	Kagondo	25
21	Nyakinyua	Nyakinyua	43
22	Kagondo	Kidipa	32
23	Kihingo	Kamukunji	10
24	Umoja Mbuyu	Umoja Mbuyu	48



25	Mahianyu	Mahianyu	35
	TO'AL		1,058

#### SHAMATA WARD

S/No	Primary School	ECDE	Total Enrolment
1	Kametha	Kametha	80
2	Simbara	Simbara	50
3	Ngari	Ngari	20
4	Warukira	Warukira	66
5	Kangocho	Kangocho	70
6	Mwihang'ia	Mwihang'ia	50
7	Itonyero	Itonyero	37
8	“	Itonyero A.I.C.	32
9	Kanjogu	Kanjogu	17
10	Kihuha	Kihuha	40
11	“	Mwihoti	56
12	Mwihang'ia	Mastoo	30
13	"	Karuri	44
14	“	Mwituria	16
15	Gakoe	Gakoe	32
16	Kahindu	Kahindu	28
17	Ol Bolosat	Ol Bolosat	60
18	Kilimanjaro	Kilimanjaro	27
19	Kaheho	Kaheho	84
20	Pesi	Pesi	50
21	Simbara	Sinda	30
	TO'AL		919

KIRIITA WARD

S/No	Primary School	ECDE	Total Enrolment
1	Michinda	Michinda	60
2	“	Mienyere	24
3	Karago-Ini	Githae	40
4	“	Karago-ini	72
5	Githunguchu	Githunguchu	80
6	Baari	Baari	56
7	Ritaya	Ritaya	170
8	Mung’etho	Mung’etho	49
9	“	Kiriko	24
10	Mutanga	Mutanga	58
11	Kwanjora	Kwanjora	54
12	“	Kwa Njora Special	42
13	Michinda	Nairobi	24
14	Kimaru	Kimaru	75
15	“	Kimaru Special	35
16	“	Ziwani	25
17	Karago-ini	Muguna	20
18	Michinda	Mutitu	26
	TO’AL		934

ECDE ENROLMENT SUMMARY 2019

S/No.	SUB- COUNTY	WARD	No. OF ECDE CENTRES	ENROLMENT
1.	Ol-Joro-Orok	Charagita	22	879
2.		Gathanji	11	712
3.		Gatimu	12	536
4.		Weru	19	977
	T OTAL		64	3,104
5.	Ol- Kalou	Karau	19	1,046
6.		Kaimbaga	24	1,073
7.		Rurii	20	1,030
8.		Milangine	20	826
9.		Kanjuiri Ridge	24	870
	T OTAL		107	4,845
10.	Kipipiri	Githioro	20	562
11.		Wanjohi	38	1,371
12.		Kipipiri	25	761
13.		Geta	15	721
	T OTAL		98	3,415
14.	Ndaragwa	Central	38	1,277
15.		Leshau Pondo	25	1,058
16.		Shamata	21	919
17.		Kiriita	18	934
	T OTAL		102	4,188
18.	Kinangop	Magumu	11	755
19.		Nyakio	14	754
20.		Njabini/Kiburu	12	503
21.		Githabai	17	967
22.		Murungaru	21	792
23.		North Kinangop	12	671
24.		Engineer	18	605
25.		Gathaara	24	944
	T OTAL		129	5,991
SUMMARY				
1.	Ol-Joro-Orok		64	3,104
2.	Ol- Kalou		107	4,845
3.	Kipipiri		98	3,415
4.	Ndaragwa		102	4,188
5.	Kinangop		129	5,991
	TOTAL		500	21,543

**PRICE SCHEDULE FOR GOODS  
TENDER NEGOTIATION NO. 716566-2018/2019**

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

*N/B 1. The delivery points are at the ECDE centers.*

*2. The number of Packets may change depending on the Enrolment.*

TENDERER'S NAME \_\_\_\_\_

**Table 1.**

Number of Packets	PRODUCT	PACK SIZE	UNIT COST	TOTAL COST	REMARKS
1,401,435	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.

## **SECTION VIII - STANDARD FORMS**

### 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 Nyandarua.
6. Bank Guarantee for Advance Payment Form -When Advance payment is requested for by the successful bidder and agreed by the County Government of Nyandarua, 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.

**8.1 FORM OF TENDER**

Date \_\_\_\_\_ Tender No.

To: Nyandarua 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 Nyandarua 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.



### 8.3 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 Nyandarua*] (*hereinafter called "the County Government of Nyandarua"*) in the sum of ..... for which payment well and truly to be made to the said County Government of Nyandarua, 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 Nyandarua 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 Nyandarua up to the above amount upon receipt of its first written demand, without the County Government of Nyandarua having to substantiate its demand, provided that in its demand the County Government of Nyandarua 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 ..... [county of Procurement entity] (Hereinafter called “the County Government of Nyandarua) 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 Nyandarua 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 Nyandarua’s Notification of Award
  
3. In consideration of the payments to be made by the County Government of Nyandarua to the tenderer as hereinafter mentioned, the tender hereby covenants with the County Government of Nyandarua 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 Nyandarua 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 whereof 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: Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua 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 Nyandarua

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 Nyandarua)

Request for review of the decision of the..... (Name of the County Government of Nyandarua) of .....dated the...day of .....20.....in the matter of Tender No.....of 20... 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 of 20.....

**SIGNED**

Board Secretary