



**KILIFI COUNTY GOVERNMENT
DEPARTMENT OF EDUCATION YOUTH AFFAIRS AND SPORTS**

**SUPPLY, DELIVERY AND DISTRIBUTION OF
2,500,000 (NO) 200ML BRANDED SCHOOL
MILK**

TENDER NO: KCG/EDU/003/2017/2018

ISSUED BY:

**PROCUREMENT OFFICER
DEPARTMENT OF EDUCATION, YOUTH AFFAIRS AND SPORTS
KILIFI COUNTY
P.O.BOX 519-80108
KILIFI**

JANUARY 2018

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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 _____



KILIFI COUNTY GOVERNMENT
DEPARTMENT OF EDUCATION, YOUTH AFFAIRS AND SPORTS

TENDER REF NO. TENDER NO. KCG/EDU/003/2017/2018

TENDER NAME SUPPLY, DELIVERY AND DISRIBUTION OF 2,500,000(NO) 200ML BRANDED SCHOOL MILK

M/S

- 1.1 The County Government of Kilifi invites sealed bids from eligible candidates for the supply, delivery and distribution of 200ml branded school milk
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Office of the Head of Supply Chain Management at the County Government offices during normal working hours.
- 1.3 Interested eligible candidates may view the tender document and download **free of charge** from our website on the following link <http://www.kilific.go.ke/index.php/procurement/tenders>
- 1.4 Completed Tenders should be submitted accompanied by a Tender Security issued by a bank or a Financial Institution approved by the Public Procurement Regulatory Authority, in the amount of Kenya Shillings Seven hundred thousand only (**Kshs700, 000.00**). The tender security should be valid for one hundred and twenty (120) days from the closing date of the tender and should be received on, or before **Tuesday 7th February 2018 at 10: 30 am**.
- 1.5 The envelope should bear the Tender number and name, and marked **Tuesday 7th February 2018 at 10: 30 am** and shall be addressed to:-
The county executive committee member, Finance and economic planning, Kilifi county treasury, Po box 519-80108Kilifi

So as to be received on or before of 7th February 2018 **at10.30 am**.

- 1.6 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.

- 1.7 All Tender Documents **MUST** be submitted in **HARD COPY** and should be deposited in the Tender Box located at the County Treasury Offices at the headquarters
- 1.8 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the Deputy Governor's offices in the Conference hall at the first floor.

**HEAD OF SUPPLY CHAIN MANAGEMENT
FOR: COUNTY EXECUTIVE MEMBER
FINANCE AND ECONOMIC PLANNING**

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 procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in this 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 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 procuring entity, 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 price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be pre-qualified.

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) - 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 Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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 procuring entity. 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 procuring entity 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 Procuring entity, 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 Procuring entity, 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 Procuring entity, 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 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 Procuring entity'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 Procuring entity'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 Procuring entity; 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 2% of the tender price.

2.14.3 The tender security is required to protect the Procuring entity 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 Procuring entity 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 Procuring entity 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 as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

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 procuring entity 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 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity 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 Procuring entity invites 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 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 Procuring entity 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,” 7th February 2017

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 Procuring entity 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 Procuring entity at the address specified under paragraph 2.17.2 not later than 7th February 2018

2.18.2 The Procuring entity 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 Procuring entity 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 Procuring Entity 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 procuring entity 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 procuring entity 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 Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10:30 am on 7th February 2018** 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity 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 Procuring entity 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 Procuring entity in the Procuring entity'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 Procuring entity 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 quantity, 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 Procuring entity 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 Procuring entity 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 Procuring entity'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 Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity 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 30%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity 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 Procuring entity 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 pre-qualification, the Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity 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) Procuring entity's Right to accept or Reject any or All Tenders

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to 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 Procuring entity's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity 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 Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.

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 Procuring entity 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 Procuring entity 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 Procuring entity, 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 Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity 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

Appendix on the 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
2.14.1	The tender security shall be Kshs. 700,000.00 (Kshs. Seven hundred thousand shillings only) in the form of a bank guarantee from a reputable bank or a Financial Institution approved by PPRA
2.18	The closing date for the tender shall be 7th February 2018 at 10:30 hours
2.24	<p><u>Tender Evaluation</u> Mandatory Requirements The bidder MUST provide the following:-</p> <p>I. Statutory documents.</p> <ol style="list-style-type: none"> a. Valid Tax Compliance Certificate(TCC). b. Registration certificate/ Certificate of incorporation c. Valid single business permit d. Vat/Pin Certificate e. Bid bond from the only authorised institutions valid for 90 days from the date of closure of the tender f. Dully filled, signed and stamped form of tender. g. Dully filled, signed and stamped confidential business questionnaire h. Pagination/serialization of tender attachments i. Affidavit on bidders litigation history
	<p>ii) Technical Evaluation</p> <p>The bidder shall be required to meet ALL the minimum requirements in order to proceed to the Financial Evaluation stage. The minimum score required to proceed in this case shall be 80 points.</p>

S/NO	DATA SCORE SHEET	Marks Allocated	Marks scored % score
1.	Proof of similar works executed i.e. (3NO) projects: Matching award letters, LSOs, agreements and delivery notes; <ol style="list-style-type: none"> i. Similar works, similar magnitude ii. Similar works, lesser magnitude iii. No similar works 	30 marks 12 marks 0 marks	
3.	Proof of capacity in terms of key personnel and other facilities.	10marks	
5.	Certified audited accounts for the last two (2NO) financial years	40 marks	
	TOTAL MARKS	80	
2.27.4	iii) Financial Evaluation The maximum score under this stage of evaluation is 20 points . The below criteria will be used for financial evaluation.		

	<p><i>Financial Score = 20*(<u>lowest quoted Amount</u> Bidder quoted amount)</i></p> <p>The bidder with the highest total points for technical and financial evaluation shall be awarded this Tender.</p>
2.30.1	The Performance Security shall be charged at 7.5% of the total bid amount

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
<i>2.1.1 Money Applicable</i>	<i>Money Applicable is KSH.</i>
<i>2.18.1 Closing of tender</i>	<i>As per the Tender Notice</i>
<i>2.25.1 Preference</i>	<i>30% preference will be given to tenders submitted by Business Enterprises owned by Youth, Women and Persons with Disabilities.</i>
<i>2.29.1 Withdrawal</i>	<i>A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy</i>

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 Procuring entity 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 Procuring entity under the Contract.
- (d) “The Procuring entity” 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 Procuring entity 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 Procuring entity'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 Procuring entity 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 Procuring entity'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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity 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 Procuring entity'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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity 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 Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity 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 Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

3.8.4 The Procuring entity'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 Procuring entity 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 Procuring entity 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 Procuring entity 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 not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity 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 Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity 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 Procuring entity 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 Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity 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 Procuring entity 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 procuring entity 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 procuring entity 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 procuring entity 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 procuring entity 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 OF GCC	SPECIAL CONDITIONS OF CONTRACT
<i>3.10 Delivery of goods</i>	<i>The delivery period for the goods shall be within a period of 30 days and not exceeding 45 days on placing an LPO unless specifically indicated by the respective procuring entity</i>
<i>3.12.1 Terms of payment</i>	<i>Payment shall be made after full delivery of goods as prescribed in the LPO.</i>
<i>3.13.1 Prices</i>	<i>The prices offered shall be fixed for the period stated in the Tender Invitation</i>
<i>3.18.1 Dispute resolution</i>	<i>Disputes to be resolved Through direct informal negotiation.</i>

NB: the successful bidder shall allow for pre-inspection of the goods prior to acceptance at the cost of the supplier

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 procuring entity 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.

KILIFI COUNTY PRE SCHOOL MILK DISTRIBUTION PROGRAMME

PRE-SCHOOL DATA FOR FEEDING PROGRAMME							
GANZE SUB COUNTY							
BAMBA WARD	ENROLMENT	SOKOKE WARD	ENROLMENT	GANZE WARD	ENROLMENT	JARIBUNI WARD	ENROLMENT
1. MWAKWALA	176	1. MIHUHUNI	139	1. PETANGUO	213	1. DARAJANI	90
2. MTSARA WA TSATSU	171	2. MIARENI	50	2. BAHERO	95	2. MITANGANI	48
3. NDIGIRIA	210	3. KAHINGONI	80	3. MIGODOMANI	90	3. KATOFENI	78
4. FUDUMULO	110	4. KANG'AMBONI	95	4. KADZANDANI	80	4. MIGUMOMIRI	84
5. CHAPUNGU	228	5. MAKONJEMARE	75	5. KACHORORONI	196	5. MAYOWE	113
6. PAZIANI	204	6. MBWANA	93	6. MABIRIKANI	256	6. MARERE	125
7. MWEZAMOYO	90	7. MANGUDHO	70	7. MPIRANI	46	7. MARIANI	146
9. GOSHI	96	8. MRYACHAKWE	132	8. SOKOKE	89	8. DUNGUNI	97
10. MABATHANI	124	9. NDUGUMNANI	73	9. MGAMBONI	101	9. JARIBUNI	138
11. MARYANGO	196	10. MILORE	126	10. TSANGALAWENI	60	10. TSANZUNI	99
12. MIDOINA	116	11. RANCH	80	11. DUNGICHA	76	11. VITSAPUNI	180
13. KARIMANI	49	12. SOSODEMU	144	12. MUHONI	144	12. PALAKUMI	80
14. BANDARI	126	13. MRIMA WA NDEGE	120	13. GANZE	87	13. MBUDZI	50
15. KALONGONI	128	14. UPENDO	60	14. VILWAKWE	66	14. KIRIMANI	118
16. KIDEMU	86	15. MIHUHUNI	139	15. MAOJO	101	15. MWANGANGA	69
17. KATENDEWA	88	16. MISUFINI	126	16. MALOMANI	110	16. MAGOGONI	91
18. DODOSA	185	17. VITENGENI	115	17. MASEMO	108	17. MAGORORO	65
19. MIKAMINI	100	18. KAFULONI	96	18. SILALA	150	18. BODOI	101
20. KABELENGANI	165	19. ZIWANI	134	19. KIMBULE	50	19.	57

						MIKOBACHEN DA	
21. JIRA	125	20. MAEKANI MODEL	144	20. BARAKA	60	20. CHINYUME	27
22. BAMBA	34	21. MADAMANI	218	21. MWAEBBA	131	21. KISIWANI	60
23. BENGONI	116	22. RARE	84	22. MIDODONI	67	22. MAKONJENI	103
24. JESHI	106	23. GABINA	80	23. DANICHA	210	23. MDANGARANI	140
25. KADZANDANI	164	24. MWARANDINDA	110	24. MIRIHINI	128	24. MAYA	116
26. MITSEMERINI	196	25. DANGARANI	72	25. MULUNGU WA MAWE	120	25. MATOLANI	84
27. MNAGONI	216	26. FORODHOYO	158	26. VIMBIRINI	61	26. MAJENGO	45
28. NZOVUNI	145	27. KAFITSONI	96	27. KARIRA	56	27. BARAKA MIGUMO	12
29. MUYUNI	130	28. DIDA	150	28.. GANANEMA	106	28. MAKALANGEN I	53
30. NASORO	125	29. NGAMANI	82	29. NGERENYA	88	29. CHIVARA	80
31. NAMBANI	50	30. MALANGA	123	30. NEEMA	115	30. BOPONI	7 2
32. KAZAMENI	61	31. BOGAMACHUKO	102	31. MUDUGA	32	31. JUHUDI	208
33. MAJENGO	119	32. FAHARI	45	32. KAGOMBANI	110	32. MWAPULA	93
34. GEDE	76	33. TUMAINI	30	33. MARENI	151	33. MAJENGO MWAPULA	85
35. KAJIRI	62	34. AHADI	35	34. MAENDELEO	46	34. BOYANI	66
36. NG'AMBO	80	35. KAFITSONI	66	35. KIKWANGULONI	145	35. MWENGE	102
37. BUNGALE	80	36. KWADADU	94	36. MWANGAZA	42	36. MDACHI	45
38. WORD OF LIGHT	56	37. KANYUMBUNI	20	37. NYARI	255	37. EZA MOYO	55
39. LWANDANI	182	38. MWANGEA	107	38. DAMBALA	110	38. MBONGA	251

						39. MWANGONG O	
40. BAMORA	45	39. KABANI	58	39. TIMBONI	60		248
41. MKUHA MURE	49	40. MADZENI	81	40. JILA	108	40. MIKULUNI	149
42. BIYUBU	53	41. DIDA	148	41. VIRAPANI	129	41. ST. ANNE	69
43. MITSEDZINI	40	42. USHIRIKA	29	42. MAUNGE	27		3992
44. MIGUJINI	75	43. BIDII	41	43. MATOLANI	20		
45. MERENI	117	44. MUUNGANO	31	44. TUMAINI	54		
46. CHAMBUKO	115	45. NDIGIRIA	245	45. PETANGUO	230		
47. ZIA RA WIMBI	90	46. BOMANI	85	46. MKWAJUNI	20		
48. AL-NOOR	45	47. DULUKIZA	101	47. RARE	93		
49. KAVUNZONI	126	48. MSHANGA	70	48. MADETENI	43		
50. KERESA	209	49. MWAHERA	125	49. TANDIA	50		
51. SHAKA	256	50. FORODHOYO	86	50. MUUNGANO	110		
52. KAMBE	50	51. EZAMOYO	70	51. NDIGIRIA	206		
53. TINDINI	45	52. GANAOLA	62	52. MAPOTEA	76		
54. CHAMABA	96	53. KASASANI	50	53 SHIMONI	65		
55. DHALADHO	82	54. BARAKA	84	54. NEEMA JNR	71		
56. MNAGO WA DOLA	81	55. UWEZO	56		5513		
57. UMOJA	81	56. BALE	96				
58. BADA	71	57. MIGUMONI	49				
59. ZHANDINGO	52	58. DZIKUNZE	184				
60. KANAZINI	29	59. MWANGAZA	65				
	6578	60. MWELE	43				
		61. NEEMA	65				
		62. SIFA	49				
		63. NGAMANI	82				
		64. MWANGAZA	28				
		65. YEMBE	220				
		66. KAGOMBANI	236				
			6302				

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KILFI SOUTH SUB COUNTY			
MTEPENI WARD	ENROL MENT	MWARAKAYA WARD	ENROLMENT
1. BAHARINI	96	1. PINGILIKANI	95
2. BARANI	120	2. BEMBO	120
3. KIKAMBALA	80	3. CHIJE	50
4. KIREME	78	4. CHENGONI	56
5. MTEPENI	67	5. GANDINI	110
6. MSUMARINI	60	6. KIDUTANI	70
7. NGOLOKO	115	7. KIZINGO	125
8. BASTARA	52	8. MAFISINI	125
	668	9. MBUYUNI	110
JUNJU WARD		10. MITULANI	95
1. BODOI	80	11. MWAZANG'OMBE	200
2. CHODARI	64	12. MWARAKAYA	118
3. GONGONI	211	13. MWANGAZA	118
4. JUNJU	95	14. ST. MARTINS	230
5. KAPECHA	115	15. VWEVWESI	165
6. KOLEWA	65		1787
7. MAPAWA	95		
8. BURENI	48	CHASIMBA WARD	
9. MIRIMAMINE	38	1. BUNGU	60
10. MIKAONI	100	2. BUNDACHO	80
11. KIREME	127	3. BOKINI	100
12. MUHOMUKULU	84	4. CHASIMBA	158
13. MWEMBETSUNGU	100	5. CHASIMBA CENTRAL	184

14. SIRINI	90	6. DINDIRI	142		
15. TUNZANANI	74	7. DZITSONI	100		
16. SHARIANI	262	8. KARIMBONI	134		
17. VIPINGO	117	9. KATIKIRIENI	142		
18. VIPINGO CENTRAL	145	10. KITSOENI	76		
	1910	11. KOLONGONI	87		
SHIMO LA TEWA WARD		12. KAOLE	115		
1. MTWAPA	173	13. LUBONDO	60		
2. MTOMONDONI	114	14. M'BOMBONI	63		
3. SAHAJANAND	30	15. MTUNDANI	70		
4. KIZINGITINI	20	16. MAKATA	120		
	337	17. NGAMANI	46		
		18. NG'OMBENI	121		
		19. ZIANI	90		
TOTAL = 6265			1948		
KILIFI NORTH SUB COUNTY					
KIBARANI WARD	ENROL MENT	TEZO WARD	ENROLMENT	MATSANGONI WARD	
1. MDZONGOLONI	240	1. MIKINGIRINI	66	1. CHIPANDE	56
2. AMA	130	2. MAWENI MTONDIA	58	2. MKONGANI	120
3. KIBARANI BOARD	59	3. MWAMBANI	87	3. KILODI	90
4. KIBARANI DEAF	38	4. NGERENYI	89	4. MARAFIKI	91
5. KOROSHO	61	5. BAHATI	96	5. KARARACHA	174
6. KONJORA	190	6. BAHARI	70	6. UFUONI	74
7. MTSANGAYIKO	74	7. ZOWERANI	40	7. MATSANGONI	70

8. KILIMO	77	8. MTONDIA	87	8. KIRINGI MEMORIAL	55
9. MRIMA WA KUKU	20	9. BOFA	79	9. ROKA	105
10. EZAMOYO	190	10. NGALA	43	10. ROKA MAWENI	120
11. FUMBINI	150	11. TEZO	90	11. CHUMANI	60
12. BASI	150	12. MAJAONI	110	12. UYOMBO	85
13. DERA TUMAINI	80	13. ZOWERANI VDC	101	13. UYOMBO MAWENI	52
14. MKOMBE	70	14. SOYOSOYO	79	14. CHAMBUKO	60
15. JEZAZHOMU	84		1095	15. SIDZENI	102
	1613				1314
		MNARANI WARD			
WATAMU WARD		1. MAJAJANI	307	DABASO WARD	
		2. SHAURIMOYO	21	1. MIDA	58
1. GEDE	113	3. MNARANI	65	2. WATAMU	38
WATAMU	78	4. KADZINUNI	179	3. WATAMU RITA	48
3. KANANI	101	5. MKWAJUNI	175	4. ARABUKO	105
4. JACARANDA	150	6. TAKAUNGU	154	5. MIJOMBONI	100
5. SOYOSOYO	159	7. TIMBONI	294	6. KIREPWE	20
6. JIMBA GEDE	105	8. VUMA	101	7. MZIZIMA	72
7. GEDE SPECIAL	41	9. MAVUENI	160	8. DONGO KUNDU	85
8. WATAMU RITA	44	10. MITANGONI	77	9. MKANGAGANI	296
9. M'BARAKACHEMBE	173	11. MADEVU	82	10. DABASO	101
		12. MWAKUHENGA	84		923
		13. MKOMANI	150		
SOKONI WARD		14. MAKONDE	130		
		15. KIRIBA	110		
1. KILIFI PRY	183	16. NZOMBERE	180		
2. ST. THOMAS	125		2269		

3. KIWANDANI	104				
4. KIBAONI	85				
5. KILIFI CDF	28				
	525				

MAGARINI SUB COUNTY

ADU WARD	ENROL MENT	MAGARINI WARD	ENROLMENT	GONGONI WARD	ENROLMENT
		1. BOMANI	145	1. FUNDISA	52
1. BANDACHO	182	2. KAEMBENI	125	2. GARITHE	145
2. KIBAONI	122	3. MAGARINI	172	3. KAMBI YA WAYA	300
3. MARERENI	210	4. MAJAHAZINI	161	4. KADZUHONI	62
4. THETHESA	38	5. MAJENJENI	170	5. KASIMANI	224
5. KADZANDANI	69	6. MAMBRUI	123	6. KIBAONI	122
6. ADU	126	7. MARIKEBUNI	142	7. MTSANGAMALI	53
7. KAMALE	102	8. MASHEHENI	161	8. MWAEBWA	68
8. KAOYENI	50	9. MBAONI	141	9. MIDODONI	212
9. CHANGOTO	21	10. MJANAHERI	214	10. NGOMENI	66
10. NYARI	62	11. MWANGATINI	82	11. RASI	33
11. CHANJALO	25	12. MPIRANI	164	12. SOSONI	117
12, KAMBICHA	80	13. SWAHILISHA	66	13. MAPIMO CENTRAL	90
13. MUUNGANO	71	14. KAGOMBANI	171	14. SHOMELA	96
14. BARAKAJEMBE	56	15. MAJENGO	105	15. BOYANI	86
15. MARIANI	28	16. MFULANI	71	16. SOGOROSA	116
16. UPENDO RAMADA	107	17. MALECHA	81	17. VULASHAKA	70
17. RAMADA	64	18. KOMBO BOMA	122	18. POVUNI	181
18. YEDHI	86	19. VIHINGONI	65	19. KINYAULE	56
19. KADZUYUNI	220	20. JABALI	52	20. BORABORA	96
20. KURAWA	65	21. GALUKANI	96	21. SABASABA	66
21. MWANANI	103	22. PUMWANI	83	22. KIBAONI GARITHE	86
22. MTORONI	120	23. BURANGI	82	23. KIGUMBA	62

23. KANAGONI	120	24. MKONDONI	112	24. MILIMANI	116
24. SHAKAHOLA	168	25. TSANJENI	57	25. KIBAONI	180
25. PCEA BOMBI	56	26. NG'ANDU	157	26. BAHARI YA KATI	62
26. GALANA RANCH	147	27. CHASIMBA	110		
27. CHAKAMA	76	28. POKEA MWANA	85	MARAFA WARD	ENROLMENT
28. KIBORA	131	29. MAPIMO	90	1. MARAFA SPECIAL	13
29. BINZARO	35	30. MSOLO	64	2. KANYUMBUNI	119
30. MATOLANI	171	31. GIS	45	3. MARAFA	135
31. HAWEWANJE	115	32. TANGAI	43	4. SHAKADULO	55
32. CHAMBUU	84	33. KIPANGAJENI	80	5. TANGINI	60
33. MUYU WA KAE	175	34. MIRIHINI	66	6. VITHUNGUNI	67
34. MWANZA	28	35. MAJAHAZINI JNR	44	7. WARESA	70
35. NYAMALASINENE	96	36. MAPIMO CENTRAL	44	8. KABIBONI	35
36. MYEYE	62		3791	9. KIROSA	70
37. BLUE GLUE	43	GARASHI WARD	ENROLMENT	10. KOTAYO	85
38. BALAGA	127	1. KATA	113	11. KAVUNYALALO	32
39. PAOLA	105	2. BODOI	62	12. MAWAZO	104
40. KWAMWAGANDI	59	3. KUNDENI	101	13. CHAMARI	53
41. CHAKAMA COMMUNITY	145	4. KAYA DAGAMRA	173	14. MKENGE	20
42. BOFU	43	5. MUGUMONI	120	15. DANISA	52
43. ZOWERANI	30	6. SOSONI	60	16. ZIWANI	59
44. KATHAMA	94	7. BATE	208	17. MWELE	85
45. RAUKANI	79	8. BURA	39	18. MTSANGAMALI	77
	4196	9. KAGUGUTA	50	19. WATALA	79
		10. LUKOLE	73	20. BARAKA	19
SABAKI WARD	ENROL MENT	11. ULAYA	113	21. KAKULUNI	25
1. KIBOKONI	210	12. BUNGALE	90	22. KALOLENI	38

2. MABOROMOKONI	78	13. SINGWAYA	155	23. DAKACHA	100
3. SABAHI	102	14. MIKUYUNI	251	24. MEKATILILI	50
4. KATSANGANI	126	15. BARICHO	200	25. MULUNGUNI	132
	516	16. BORESINGWAYA	84	26. AMKENI	76
		17. DHOLOLO	141		1710
		18. GARASHI	84		
		19. KARIMBONI	73		
		20. MASINDENI	150		
		21. ZHONGWANI	77		
		22. GANDINI	75		
		23. BOYANI - GARASHI	60		
		24. KASIKI	44		
		25. ULAYA NDOGO	58		
		26. GIRIKOKOLE	66		
		27. MAJENGO MASHA	25		
		28. KATSANGATIFU	82		
		29. MIZAHENI	90		
		30. CHAFISI	83		
		31. KOLOBANI	37		
		32. ADIMAYE	60		
		33. MWANGAZA	29		
		34. MKWAJUNI	106		
		35. MNYENZENI	23		
		36. KAKUHANI	100		
		37. TUMAINI ZHONGWANI	92		
			3447		

MALINDI SUB COUNTY			
KAKUYUNI WARD	ENROLMENT	JILORE WARD	ENROLMENT
1. KAKUYUNI	87	1. JILORE	76
2. KAKUYUNI SPECIAL	14	2. KAKONENI	86
3. MMANGANI	149	3. PISHIMWENGA	230
4. MADUNGUNI	110	4. GANDINI	118
5. KAVUNYALALO	231	5. MAJI LANGOBAYA	264
6. MGANDINI	180	6. KHOMBENI	103
7. GOSHI	120	7. MKONDONI	103
8. MWANGAZA	81	8. GIRIMACHA	59
9. PAZIANI	74	9. TIMBONI	64
10. BAGUO	193	10. SOSOBORA	136
11. MONGOTINI	64	11. SOSONI	279
12. ARABUKO	85	12. YEMBE	137
13. KISIWANI	130	13. VIRIKO	110
14. KALIAPAPO	60	14. MADUMADU	50
	1578	15. MARKANO	132
		16. MWANGAZA	45
		17. MAMBO SASA	93
GANDA WARD			2085
		SHELLA WARD	
1. KWAUPANGA	104		
2. MKAOMOTO	122	1. SIR ALI	153
3. MAZIWANI	158	2. SIR ALI SPECIAL	103
4. PINDUKIANI	97	3. UPWEONI	87
5. MSABAHA	97	4. KARIMA	174
6. KIJIWETANGA	101	5. AIR PORT	86
7. KIJIWETANGA MUN.	126	6. SOCIAL HALL	132
8. TAKAYE	96		735

9. GAHALENI	153		
10. MASHAMBA	263	TOWN WARD	
11. MSHONGOLENI	36	1. CENTRAL	80
12. MILIMANI	48	2. STADIUM	75
13. MKUNGUNI	87	3. H.G.M.	120
14. MIWANI	74	4. KASIMBIJI	117
15. MBOGOLO	112	5. GANDA	94
16. ST. ANDREWS	97	6. MAJIVUNI	128
	1771	7. SHOWGROUND	22
			636

KALOLENI SUB COUNTY			
MWANAMWINGA	ENROLMENT	MARIAKANI WARD	ENROLMENT
1. BIKIDZAYA	54	1. BARAKA	94
2. GABRIEL KAHINDI	127	2. DAIRY	31
3. HADEMU	98	3. KADZANDANI	94
4. IKANGA	284	4. KADZONZO	204
5. KABATHENI	215	5. MADZIMBANI	161
6. KAKOMANI	94	6. MARIAKANI GARRISON	106
7. KINARANI	247	7. MIGUNDINI	53
8. MTULU	106	8. MISUFINI	119
9. MWANAMWINGA	95	9. MWARENI	133
10. MUTSENGO	101	10. MUUNGANO	82
11. MNAZIMUMWENGA	167	11. SHANGIA	148
12. NGULUWENI	143	12. KIBORORINI	60
13. VIRAGONI	249	13. KUTOA NI MOYO	72
14. KITHEGWANI	101	14. MKWAJUNI BARRACKS	61
15. KAMBITSI	64	15. MWAKUWAWA	35

16. MCHEKENZI	59	16. VUMA	78
17. MATOLANI	146	17. KITSAMINI	40
18. MWANGAZA	46		1571
19. DUMUNI	47		
20. MAZIACHENDA	33		
21. JEMBENI	85		
22. KANYUMBUNI	65	KALOLENI WARD	ENROLMENT
23. KATSUNGWINI	45	1. BIRINIMWAMLEKA	120
24. KIRONGO	40	2. IMANI	89
25. MAORO	136	3. TSAKAROLOVU	149
26. MIZAHENI	101	4. MWANAWIJI	50
28. MIGWALENI	98	5. KIZURINI	153
29. KADZITSONI	40	6. VISHAKANI	147
30. SDA HADEMU	55	7. MIHINGONI	120
	3141	8. CHANAGANDE	297
		9. MAHENZO	173
		10. MWARINGA	87
KAYAFUNGU WARD	ENROLMENT	11. MAANDANI	117
1. GANDINI	133	12. MIKIRIANI	94
2. GOGORARUHE	180	13. MWAKOLO	84
3. KAVUKA	161	14. MWANDAZA	104
4. KASEMENI	95	15. MUGALLA	158
5. KIBAOKICHE	77	16. MWAMBANI	113
6. KIDZINI	129	17. KINANI	198
7. KINAGONI	159	18. VUGA	107
8. KIRUMBI	148	19. CHILULU	98
9. MITSIKITSINI	215	20. CHALANI	102
10. MIYANI	103	21. MAKULULU	200
11. MKULUNI	87	22. TSUNGUNI	118
12. MNYENZENI	219	23. MAKOMBOANI	156

13. MWIJO	143	24. FATHI	29
14. NDATANI	111	25. IMARA DAIMA	39
15. PANGAYAMBO	160	26. IRSHAD	79
16. ST. MICHAELS	126	27. KAKWAKWANI	51
17. TSANGATSINI	312	28. MIDODONI	20
18. UHURU	105	29. MGAMBONI	61
19. DZIMANYE	117	30. MIKIRIANI RGC	20
20. THOROVENI	54	31. MKWAJUNI - KLN	20
21. MWEZAMOYO	75	32. MLAMBAI	37
22. KADZUYUNU NURU	15	33. MTENDANI	76
23. RAMISI	48	34. MUHSNAT	106
24. TSONGONI	76	35. MWAMBANI AIC	107
25. KAJONGOONI	58	36. MWANAWIJI	67
26. MWEMBENI	111	37. NGOME A	26
27. MBIRIMBIRI	49	38. NGOME B	48
28. MWAKANDI	50	39. NYALANI BAPTIST	61
29. NZOWENI	50	40. NYALANI KAMBINI	38
30. AMANI- MKULUNI	64	41. SOCIAL HALL	40
31. BWAGA - NDATANI	107	42. SDA MAANDANI	126
32. GOTANI	86		4085
33. KANYUMBUNI	157		
34. KATSANGANI	234		
35. MAGOGONI	116		
36. MALUWANI	121		
37. MATAMBONI	60		
38. MIRIHI YA KIRAO	30		
39. MRIMANI	20		
40. NURU KINOLO	137		
41. ZHENGONI	174		
	4672		
RABAI SUB COUNTY			
MWAWEASA	ENROLMENT	RURUMA WARD	ENROLME

WARD			NT
1. KANGAKAMO	136	1. ST. EDWIN MODEL	80
2. MANOLONI	60	2. BATANI MODEL	90
3. UMOJA	122	3. MAWEMOBOMU	124
4. KAMBINI	75	4. MAKONDENI	52
5. CHONYI	66	5. KWAKIJALA	63
6. BEDIDA SNR	30	6. DZANIKENI	45
7. PWANI	40	7.MULEJI	132
8. NDUNDUNI	50	8. MKOMANI	108
9. CHIFERI MODEL	122	9. KAWALA	120
10. KANYUMBUNI	98	10. MASAANI	89
11. BEHOKA MODEL	96	11. KASIDI	75
12. BWAGAMOYO	75	12. MWANJAMA	75
13. BEDIDA	30	13. JIMBA	56
14. CHANG'OMBE	96	14. MAKANZANI	50
15. CHONYI SNR	96	15. BOFU	96
	1192		1255
RABAI KISURUTINI	ENROLMENT	KAMBE RIBE WARD	
1. KENGA MODEL	70	1. MBWAKA MODEL	60
2. RAHMA MODEL	51	2. MAKOBENI	105
3. NGAFENI	84	3. LUTSANGA	50
4. KOZINI	102	4. NUSRA KAMBE	30
5. MWELE	96	5. ZIRO	100
6. BUNI KIBAONI	78	6. PANGANI	100
7. BENGO	81	7. MALAU	91
8. SHIKA ADABU	75	8. TIMBONI	83
9. KINYAKANI	50	9. RIBE	81
10. ISAAC NYONDO	161	10. MWANDODO	80

11.	MWANGUTWA	184	11. MAERENI	76
12.	LUGWE	133	12. KINUNG'UNA	57
13.	BOYANI	120	13. MITSAJENI	52
14.	KALIANG'OMBE	120	14. JEURI	55
15.	BENYOKA	90	15 M'BUNGONI	66
16.	KAILO	80		1086
17.	MWATSAMA	81		
18.	GANDANI	54		
19.	BUNI KIBAONI	56		
20.	KAJIWE	84		
21.	KAOYENI	59		
		1909		

SUMMARY OF FEEDING SCHOOLS

N O	WARD	SCHOOLS	ENROL MENT
1	RABAI KISURUTINI	21	1909
2	KAMBE RIBE	15	1086
3	MWAWESA	15	1192
4	RURUMA	15	1255
5	MARIAKANI	17	1571
6	MWANAMWINGA	30	3141
7	KALOLENI	42	4085
8	KAYAFUNGO	41	4672
9	KAKUYUNI	14	1578
10	JILORE	17	2085
11	SHELLA	6	735
12	GANDA	16	1771
13	TOWN	7	636
14	ADU	45	4196
15	MAGARINI	36	3747

16	GONGONI	26	2817
17	SABAKI	4	516
18	GARASHI	37	3447
19	MARAFI	26	1710
20	KIBARANI	15	1630
21	TEZO	14	1095
22	MATSANGONI	15	1314
23	WATAMU	9	964
24	MNARANI	16	2269
25	SOKONI	5	525
26	DABASO	10	923
27	SHIMO LA TEWA	4	337
28	CHASIMBA	19	1948
29	MTEPENI	8	668
30	MWARAKAYA	15	1787
31	JUNJU	18	1910
32	BAMBA	60	6578
33	SOKOKE	66	6302
34	GANZE	54	5513
35	JARIBUNI	41	3992
	TOTAL	799	79948

5.2 PARTICULARS

ITEM DESCRIPTION	QUANTITY
Supply, delivery and distribution of 200ml branded school milk	2,500,000pkts

SECTION VI - SCHEDULE OF REQUIREMENTS

ITEM DESCRIPTION: SUPPLY, DELIVERY AND DISTRIBUTION OF 200ML BRANDED SCHOOL MILK

SECTION VII: PRICE SCHEDULE

Name of tenderer: _____

ITEM DESCRIPTION	QUANTITY	UNIT PRICE (KSH)	TOTAL (KSH)
Supply, delivery and distribution of 200 ml branded school milk	2,500,000pkts		
(DISCOUNT IF ANY)			
VAT 16% KSHS			
GRAND TOTAL KSH			

Signature of Tenderer _____

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

Note: Indicate the year of manufacture

Note: Any discount should be indicated in the price schedule

Note: Tender price quoted must be inclusive of all government taxes and distribution charges upto the end point as per the distribution programme attached

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 procuring entity.
6. Bank Guarantee for Advance Payment Form -When Advance payment is requested for by the successful bidder and agreed by the procuring entity, 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: _____

[name and address of procuring entity]

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 deliver, install and commission (..... *(insert equipment description)* 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*(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days 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

<i>Part 1 – General:</i>	
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	

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full</p> <p>Nationality Age</p> <p>Country of origin</p> <ul style="list-style-type: none"> • Citizenship details 																								
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.				
Name	Nationality	Citizenship Details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....	2.....	3.....	4.....	5.....
Name	Nationality	Citizenship Details	Shares																						
1.....																						
2.....																						
3.....																						
4.....																						
5.....																						
Date	Signature of Candidate																								

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

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(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*] (hereinafter
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*
Procuring entity] (hereinafter called “the Procuring entity”) in the sum of
..... for which payment well and truly to be made to the
said Procuring entity, 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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 Procuring entity) of the one part and
..... [*name of tenderer*] of [*City and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity 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
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity 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 FOR AND ON BEHALF OF THE COUNTY GOVERNMENT

NAME.....

DESIGNATION.....

ADDRESS.....

SIGNATURE.....

WITNESSED BY:

NAME.....SIGNATURE.....

DESIGNATION.....

ADDRESS.....

OFFICIAL RUBBER STAMP/ SEAL

SIGNED FOR AND ON BEHALF OF THE TENDERER

NAME.....

DESIGNATION.....

ADDRESS.....

SIGNATURE.....

WITNESSED BY:

NAME.....SIGNATURE.....

DESIGNATION.....

ADDRESS.....

OFFICIAL RUBBER STAMP/ SEAL

8.5 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

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
[*name of Procuring entity*]

[*name of tender*]

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 Procuring entity 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 Procuring entity 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 Procuring entity 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 *[name of the Procuring entity]*

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 Procuring Entity

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.
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 COUNTY SECRETARY
KILIFI COUNTY

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....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.

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

- 1.
- 2.

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary