

NAIROBI CITY COUNTY

Governor's office
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City Hall,
P.O. Box 30075-00100,
Nairobi, Kenya
Kenya

TENDER NO. NCC/PMH/FW/479/2016-2017

FRAMEWORK AGREEMENT FOR SUPPLY
AND DELIVERY OF STEWING BEEF AND
MILK.

FOR THE YEARS 2017-2018

CLOSING DATE & TIME:

31ST MARCH 2016, AT 12.00NOON

CITY COUNTY OF NAIROBI
P.O BOX 30075-00100
NAIROBI.

Website: www.nairobi.go.ke

THIS DOCUMENT HAS 38 PAGES

TABLE OF CONTENTS:

1) Invitation for Tender.....	3
2) Instructions to tenders	4
Appendix to Instructions to tenders.....	15
3) General conditions of contract	16
4) Special conditions of contract	21
5) Schedule of requirements and Price Schedules.....	22
6) Technical specifications.....	26
7) Summary Evaluation criteria.....	27
8) Standard Tender form.....	30
Form of Tender	30
Business confidential questionnaire [form 1 NCC.....	31
Tender security form	32
Contract form	33
Performance security form	34
Manufacturer’s Authorization	35
Second Schedule Tender Securing Declaration Form.....	36

SECTION A. INVITATION FOR TENDERS

Date: **24TH FEBRUARY, 2017**
Reference: **NCC/PMH/479/2016-2017**

Tender name: SUPPLY AND DELIVERY OF STEWING BEEF AND MILK UNDER FRAMEWORK AGREEMENT

The Nairobi City County invites sealed bids from eligible and qualified candidates for **SUPPLY AND DELIVERY OF STEAWING BEEF AND MILK** under a Framework for a period of 1 Year. The Items will be ordered on “as and when-required basis.”

Interested and eligible candidates may obtain further information, inspect and download the tender document for free from the NCC website; www.nairobi.go.ke All clarifications and/or amendments will be published in NCC website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.

Tenders must also be accompanied by a tender security of Kenya Shillings two hundred Thousand (Kshs 200,000) issued in Kenya shillings or a freely convertible currency and inform of (a) a bank guarantee;(b) an insurance company guarantee from a company approved by PPOA; (c) a letter of credit or (d) guarantee by a deposit taking microfinance institution, sacco society, the youth Enterprise Development Fund and valid for a period of 90 days from the tender opening date.

Candidates must prove that they qualify to participate in public procurement in accordance to regulations 13 of the legal Notice by providing the following documents or evidence:

- i. Certificate of business registration/Incorporation, copy of certificate to be attached
- ii. A valid Tax compliance certificate for the current year
- iii. An auditor’ certified abstract of the candidates’ accounts for the last three (3) years i.e. 2014, 2015 and 2016. OR Evidence of financing agreement or Credit facility for enterprises owned by youth, women or persons with disabilities.
- iv. Certified copy of the current CR12 Certificate for limited companies
- v. Certified copy of YAGPO current certificate for special group.
- vi. Fully signed and stamped tender securing declaration form for special group

Prices quoted should be net inclusive of all taxes and delivery. The prices must be expressed in Kenya Shillings and shall remain valid for one hundred and fifty (120) days from the closing date of the tender. Any clarifications or amendments to the tender will be published in the NCC Website. Tenderers are responsible to check for any amendments before the tender opening.

Complete Tender documents in plain sealed envelopes clearly marked with the tender name and tender reference number should be addressed to

The County secretary
NAIROBI CITY COUNTY,
P.O. Box 30075-00100
Nairobi

and deposited in the tender box, outside Supply Chain Management, City Hall Annexe first floor room 105 not later than 31st march 2017 on Friday 12.00 noon.

Tenders will be opened immediately thereafter, in the presence of tenderers' or their representatives who choose to attend at NCC Board Room.

Section B. Instructions to Tenderers

Introduction

1. Eligible Tenderers

1.1 This Invitation for Tenders is open to all interested and eligible tenderers as described in the tender documents. Successful tenderers shall complete the supply of materials and goods by the intended completion date specified in the tender documents in the Schedule of Requirements.

1.2 NCC employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in this tender.

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 NCC 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.

1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Cost of Tendering

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and NCC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document

3. Contents

3.1 The tender document comprises the documents listed below and agenda issued in accordance with clause 6 of these instructions to tenders.

- (i) Invitation for Tenders
- (ii) Instructions to tenders
- (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

3.2 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.

4. Clarification of Documents

4.1 A prospective tenderer requiring any clarification of the tender document may notify NCC in writing or by e-mail at the address indicated in the Invitation for tenders. NCC will respond in writing to any request for clarification of the tender documents, which it receives no later than ten (10) days prior to the deadline for the submission of tenders, prescribed by NCC. Written copies of NCC response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have been invited to participate in the tender.

5. Amendment of Documents

5.1 At any time prior to the deadline for submission of tenders, NCC, 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/addendum.

- 5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing, by internet notification/publication or by email, and will be binding on them.
- 5.3 At any time prior to the deadline for submission of tenders, NCC, 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/addendum.
- 5.4 All prospective candidates that have received the tender documents will be notified of the amendment in writing, by internet notification/publication or by email, and will be binding on them.
- 5.5 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, NCC, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

6. Language of Tender

- 6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and NCC, shall be written in English language.

7. Documents Comprising the Tender

- 7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9,10 and 11 below.
 - (b) Documentary evidence established in accordance with paragraph 12 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 12 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 13

8. Tender Form

8.1 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.

9. Tender Prices

9.1 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.

9.2 Prices indicated on the Price Schedule shall include all duties and taxes payable in the country and charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

9.3 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 22.

10. Tender Currency

10.1 Prices shall be quoted in Kenya shillings or unless otherwise specified in the appendix to instruction to tenderers.

11. Tenderer's Eligibility and Qualifications.

11.1 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.

11.2 The documentary evidence of the tenderers eligibility to tender shall establish to NCC's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III.

11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to NCC's satisfaction:

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;

(a) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

- (b) 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 Tenderers' maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

12. Goods' Eligibility and Conformity to Tender Document.

12.1 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.

12.2 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 offered which shall be confirmed by a certificate of origin issued at the time of shipment.

12.3 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 characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by NCC; and
- (c) a clause-by-clause commentary on NCC's Technical Specifications demonstrating substantial responsiveness of the goods to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.4 For purposes of the commentary to be furnished pursuant to paragraph 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 NCC 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 NCC's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Tender Security

- 13.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.
- 13.2 The tender security is required to protect NCC against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 13.7
- 13.3 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, a bank draft issued by a reputable bank located in Kenya or abroad, or an insurance company guarantee from any of the IRA approved companies, in the form provided in the tender documents and valid for thirty (30) days beyond the validity of the tender.
- 13.4 Any tender not secured in accordance with paragraph 13.1 and 13.3 will be rejected by NCC as non-responsive, pursuant to paragraph 22.
- 13.5 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 NCC.
- 13.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 29.
- 13.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by NCC 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 30
or
 - (ii) to furnish performance security in accordance with paragraph 29.

14. Validity of Tenders

- 14.1 Tenders shall remain valid for 90 days after date of tender opening prescribed by NCC, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by NCC as non-responsive.
- 14.2 In exceptional circumstances, NCC 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 13 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.

15. Format and Signing of Tender

- 15.1 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.
- 15.2 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 15.3 The tender shall have no interlineation, 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.

Submission of Tenders

16. Sealing and Marking of Tenders

- 16.1 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.
- 16.2 The inner and outer envelopes shall:
- (a) Be addressed to NCC at the following address:

The County Secretary
NAIROBI CITY COUNTY
P.O BOX 30075-00100,
Nairobi.
 - (b) Bear, tender number and name in the Invitation for tenders (IFT), and the words: “DO NOT OPEN BEFORE FRIDAY 31ST MARCH 2017 at 12:00 noon,

16.3 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”.

16.4 If the outer envelope is not sealed and marked as required by paragraph 16.2, NCC will assume no responsibility for the tender’s misplacement or premature opening.

17. Deadline for Submission of Tenders

17.1 Tenders must be received by NCC at the address specified under paragraph 16.2 not later than 31ST MARCH 2017 on FRIDAY at 12.00 noon.

2 NCC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of NCC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Modification and Withdrawal of Tenders

18.1 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 NCC prior to the deadline prescribed for submission of tenders.

18.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 16. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

18.4 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 13.7.

Opening and Evaluation of Tenders

19. Opening of Tenders

19.1 NCC will open all tenders in the presence of tenderers' representatives who choose to attend, at Nairobi City County, Boardroom.

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

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

19.3 NCC will prepare minutes of the tender opening.

20. Clarification of Tenders

20.1 To assist in the examination, evaluation and comparison of tenders NCC 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.

20.2 Any effort by the tenderer to influence NCC in its tender evaluation, tender comparison or contract award decisions will result in the rejection of the tenderers' tender.

21. Preliminary Examination

21.1 NCC 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.

21.2 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

21.3 NCC 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 affect the relative ranking of any tenderer.

21.4 Prior to the detailed evaluation, pursuant to paragraph 22, NCC 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. NCC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

21.5 If a tender is not substantially responsive, it will be rejected by NCC and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

22. Expansion and Comparison of Tenders

22.1 Technical evaluation of tenders

22.1.1 NCC will evaluate and compare the Tenders that have been determined to be substantially responsive in compliance to the Technical requirements set out in the Tender Document.

22. Financial Evaluation of Tenders

22.2.1 Upon completion of the preliminary and technical evaluation, NCC shall conduct a Financial Evaluation and comparison as set out in the Summary of Evaluation Process.

22.2.2 Where other currencies are used, NCC will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

22.2.3 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 there is a discrepancy between words and figures, the amount in words will prevail.

22.2.4 The Tenderer will be promptly notified of the correction of the arithmetical error(s). If the Tenderer does not accept the correction of the error(s), its Tender will stand rejected, and its Tender Security automatically forfeited.

23. Contacting Nairobi City County

23.1 Subject to paragraph 20, no tenderer shall contact NCC (employees or board members) on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

23.2 Any effort by a tenderer to influence NCC in its decisions on tender evaluation, tender comparison, or contract award will result in the rejection of the Tenderer's tender or proposal.

Award of Contract

24. Post-qualification

24.1 In the absence of pre-qualification, NCC 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.

24.2 The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as NCC deems necessary and appropriate.

24.3 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 NCC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

25. Award Criteria

25.1 Subject to paragraph 10,24 and 28 NCC 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.

26. Nairobi City County's Right to Vary quantities

26.1 NCC 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.

27. NCC Reserves Right to Accept or Reject Any or All Tenders

27.1 NCC 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 NCC's action.

28. Notification of Award

28.1 Prior to the expiration of the period of tender validity, NCC will notify the successful tenderer in writing that its tender has been accepted.

28.2 The notification of award will constitute the formation of the Contract.

28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 29, NCC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 13.

29. Performance Security

29.1 Within twenty one (21) days of the receipt of notification of award from NCC, 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 it (NCC).

29.2 Failure of the successful tenderer to comply with the requirement of paragraph 29 or paragraph 30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event NCC may make the award to the next lowest evaluated Candidate or call for new tenders.

30. Signing of Contract

30.1 At the same time as NCC notifies the successful tenderer that its tender has been accepted, it will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within twenty one (21) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to NCC.

31. Corrupt Fraudulent Practices

31.1 NCC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, NCC:-

- (a) Defines, for the purposes of this provision, the terms set forth below 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 NCC, 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 NCC of the benefits of free and open competition;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

31.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract

APPENDIX TO INSTRUCTIONS TO TENDERERS (ITT)

The following information regarding the particulars of the tender shall complement, supplement and/or amend the provisions of the Instructions to Tenderers hereinafter abbreviated as ITT. Wherever there is a conflict between the provisions of the ITT and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	Eligible Tenderers	Open to interested and eligible tenderers
2.	Clarifications & Amendments to Tender	NCC will publish the tender addendums on its website for all open tenders
4.	Documentary evidence of financial Capability	The auditor's certified financial statements required for a period of two year or twelve (12) months bank statements duly certified by the issuing bank
5.	Documents of evidence for eligibility	<ul style="list-style-type: none"> <input type="checkbox"/> Copy of Certificate of business registration/Incorporation, <input type="checkbox"/> Copy of a valid Tax compliance certificate <input type="checkbox"/> A completely filled, signed and stamped Confidential Business Questionnaire in the format provided with relevant documentation. <input type="checkbox"/> YAGPO certificate for special group. <input type="checkbox"/> Fully signed and stamped tender securing declaration form.
6	Prices	<ul style="list-style-type: none"> <input type="checkbox"/> Tenderers shall indicate the Unit Prices to be charged for the items within the range of quantities given in the schedule. <input type="checkbox"/> No price adjustments are allowed in the contract for a period of one year unless the prices are expected to be volatile after the first year and the contract provides an indexing mechanism, to adjust prices once within the subsequent years of the contract, based on the market price index issued by the PPOA.
7	Post qualification	<ul style="list-style-type: none"> a) Tenderer shall provide a Sample upon request which shall be used by NCC to verify to its satisfaction that the equipment offered in the tender meets the specifications. b) A due diligence will be contacted to all bidders who will pass the mandatory stage of the evaluation.
		<p>NAIROBI CITY COUNTY – PROCUREMENT DEPARTMENT 2017 Page 17 of 37</p>

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SECTION C GENERAL CONDITIONS OF CONTRACT

1 definitions

1.1 in this contract, the following terms shall be interpreted as indicated:

- (a) “The Contract Price” means the price payable to the tenderer under the Framework Contract for the full and proper performance of its contractual obligation in each order.
- (b) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to NCC under the Framework Contract.
- (c) “NCC” means Nairobi City County, which is the organization purchasing the Goods under this Contract.
- (d) “The tenderer” means the individual or firm supplying the Equipment under this Contract.

2. Application

2.1 These General Conditions shall apply in all Contracts made by NCC for the procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced.

3.2 The origin of Goods is distinct from the nationality of the tenderer.

4. Standards

4.1 The equipment supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

5. Use of Contract Documents and Information

- 5.1 The Candidate shall not, without NCC's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NCC in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 5.2 The tenderer shall not, without NCC's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of NCC and shall be returned (all copies) to NCC on completion of the Tenderer's performance under the Contract if so required by NCC.

6. Patent Rights

- 6.1 The tenderer shall indemnify NCC 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 Kenya.

7. Performance Security

- 7.1 Within twenty one(21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to NCC the performance security in the amount specified in Special Conditions of Contract.
- 7.2 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to NCC and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya, acceptable to NCC, in the form provided in the tender documents.
- 7.3 The performance security will be discharged by NCC 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.

8. Inspection and Tests

- 8.1 NCC or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Framework Contract specifications. NCC shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on 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 NCC.

- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, NCC may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to NCC.
- 8.4 NCC'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 Goods having previously been inspected, tested, and passed by NCC or its representative prior to the Goods' delivery.
- 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Packing

- 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.
- 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.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by NCC in its Schedule of Requirements and the Special Conditions of Contract.

11. Insurance

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

12. Payment

The method and conditions of payment to be made to the tenderer under this

- 12.1 Contract shall be specified in Special Conditions of Contract.
- 12.2 Payments shall be made promptly by NCC as specified in the contract.

13.Prices

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.

13.2 Contract price variations shall not be allowed for contracts that do not exceed one year (12 months) unless the prices are expected to be volatile after the first year and the contract provides an indexing mechanism, to adjust prices once within the subsequent years of the contract, based on the market price index issued by the PPOA.

14.Assignment

14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with NCC's prior written consent.

15.Subcontracts

15.1 The tenderer shall notify NCC 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.

16.Termination for default

NCC 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 NCC.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of NCC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event NCC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the tenderer shall be liable to NCC for any excess costs for such similar Goods.

17. Liquidated Damages

If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, NCC shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent

17.1 to 0.5% of the delivered price of the delayed goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

18. Resolution of Disputes

18.1 NCC and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

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.

19. Language and Law

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.

20. Force Majeure

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

Section D. Special Conditions of Contract

General

Special Conditions of Contract supplement the General Conditions of Contract.

Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

SCC 1. Delivery and Documents

The goods shall be delivered within the negotiated delivery period after the date of each order.

Bidders must

- a) Specify mode of payment and cost must be inclusive of delivery to PUMWANI MARTERNITY HOSPITAL – NAIROBI
- b) Bidders **MUST** serialize their document
- c) Specify delivery period from the time of issuance of order or Legal Contract
- d) Have current NCC single business permit

SCC 2. Payment

One Hundred percent (100%) of the contract price of the materials and goods delivered shall be paid upon the delivery, inspection, testing and acceptance of the same by the Employer’s Representative.

SCC 3:- Price Variations

No price adjustments are allowed in the contract for a period of one year. Contract price variations shall not be allowed for contracts that do not exceed one year (12 months) unless the prices are expected to be volatile after the first year and the contract provides an indexing mechanism, to adjust prices once within the subsequent years of the contract, based on the market price index issued by the PPOA. The Tender committee will be required to approve all price changes.

SCC 4:- Performance Security

A performance security of a value of 10% of the minimum quantity of the contract value shall be furnished.

SCC 5:- Delivery Point

There shall be one (1) delivery point

Pumwani Maternity Hospital at Nairobi or otherwise indicated in the LPO

SCC 7:- Ordering

Individual orders clearly describing the goods or services or works to be delivered will be issued within the multi-year framework contract. The full cost or price of the contract will be established when all the orders are placed within the period of the contract. Orders shall be within the specific requirements, issued within the period of performance, and be within the ceiling of the contract.

SECTION V: - SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE INCLUSIVE OF ALL TAXES AND DELIVERY TO NAIROBI CITY COUNTY PUMWANI MATERNITY HOSPITAL- NAIROBI

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	UNIT PRICE (KSHS)	BRAND/COUNTRY OF ORIGIN
1.	Stewing Beef	Kgs	AWR		
2.	Milk {Satchet}	Crates	AWR		

We hereby acknowledge, we, the undersigned Tenderer, offer to supply and deliver Items(insert goods description) for the sum of.....(total tender price in

words and figures) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Name of Tenderer_____

Name and Capacity of authorized person signing the Tender_____

Signature of authorized person signing the Tender_____

Stamp of Tenderer_____

SECTION F. TECHNICAL SPECIFICATIONS

GENERAL

1. All the Samples of the Laboratory Supplies 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, NCC reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
2. The tenderers are requested to present information along with their offers as follows:
 - i) Shortest possible delivery period of each product.
 - ii) Submit certificate of compliance issued by the pharmacy and poisons board showing that the bidder is compliant.
 - iii) A list of storage, transportation and distribution facilities and evidence of whether they are owned, leased or hired.
 - iv) A proposal or method statement on how the bidder will offer a steady supply as and when required

SECTION G: SUMMARY EVALUATION PROCESS

Evaluation of duly submitted tenders will be considered along the following three main stages:-

6.1 part 1 – preliminary evaluation under paragraph 21 of the ITT. These are mandatory requirements.

6.1.1 This shall include confirmation of the following:-

6.1.1.1. submission of tender security –checking its validity, whether it is Original ; whether it is issued by a bank and or approved and acceptable insurance company in Kenya ;whether it is strictly in the format required in accordance with the sample Tender Security Form (s).

6.1.1.2 submission and considering Tender form duly completed and signed.

6.1.1.3 submission of company or firms incorporation /Registration Certificate.

6.1.1.4 That the Tender is valid for the period required.

6.1.1.5 Submission and considering the Confidential Business Questionnaire:-

- a) Is fully filled.
- b) That details correspond to the related information in the bid.

6.1.1.6 Submission of original bid document without pages missing.

6.1.3 Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.

Tenders will proceed to the Technical Stage only if they qualify in compliance with Part 1

above, Preliminary Evaluation under Paragraph 21 of ITT.

6.2 Part II - Technical Evaluation Under Paragraph 22 of the ITT. It will include the following stages: -

6.2.1 Evaluation of the following technical information against Tender Requirements and Specifications:-

6.2.1.1A list of storage, transportation and distribution facility for the supply and delivery of stewing beef

6.2.1.2A proposal or method statement on how the bidder will offer a steady supply of the Pharmaceutical Items if awarded the tender

6.2.2 Detailed Technical Evaluation

- a) Evaluation of compliance of submitted certificate to technical specifications.
- b) Identifying and determining any deviation(s) from the requirements; errors and oversights.

6.3 Part III –Evaluation Under Paragraph 22 of the ITT.

6.3.1 This will include the following: -

- a) Confirmation of and considering Price Schedule duly completed and signed.
- b) Checking that the Tenderer has quoted prices based on Delivery Duty Paid (DDP) terms,
- c)* Checking submission of audited financial statements required.

6.3.1.1 Conducting a financial comparison, including conversion of

- tender currencies into one common currency,
- 6.3.1.2 Correction of arithmetical errors,
- 6.3.1.3 Taking into account the cost of any deviation(s) from the tender requirements,
- 6.3.1.4 Ascertaining the financial capability through Last Financial Year's audited financial statements. The statements will provide details for determining the liquidity and solvency status of the bidders. The applicable and acceptable ratios are as follows;

a) The acceptable ratios to NCC are as follows:-

- (i.) Current ratios i.e. current assets: current liabilities should meet the threshold of at least 0.5:1
- ii) Solvency ratios i.e. Debt to Assets Ratio. Should meet the threshold of at least 1:0.5
- iii) Turnover in the Last Financial Year i.e. twelve months of at least 50% of the total tender value.
- b) The Tenderer should have at least 20% of the total tender value in cash assets in the Balance Sheet provided as part of the audited financial statements.
- c)* For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they will not be evaluated on (a) and (b) above, but will instead be evaluated on the basis of having at least a spot balance of 20% of the total tender value evident from the certified bank statements provided.

6.3.2 Confirming the following: -

6.3.2.1 that the Supplier's offered Delivery Schedule meets NCC's requirements.

6.3.2.2 that the Supplier's offered Terms of Payment meets NCC's requirements.

*NOTES: -

1. For purposes of evaluation, all prices quoted should be in Kenya currency.
2. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should

submit certified copies of bank statements covering a period of at least twelve months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.

3. The NCC reserves the right to reject any tender without disclosing the reasons and it is not bound to the lowest bid in all cases

4. Tenders will be evaluated in three stages

- a) Preliminary analysis
- b) Technical analysis
- c) Financial analysis

TENDER EVALUATION MATRIX

**Preliminary evaluation
Mandatory requirements**

Mark is by Yes/No denoting attached /not attached respectively. Bidders Attached

S/N	DESCRIPTION OF ITEMS TO BE AVAILABLED	MARK
1	Original submission of bidders security	
2	Tender form duly completed and signed	
3	Certificate of incorporation /registration of company	
4	Validity of tender period	
5	Fully filled signed and stamped confidential business questionnaire	
6	Copy of valid tax compliance certificate	
7	Certified copy of CR12 certificate for limited companies	
8	Submission of certificate from regulatory board where applicable	
9	Original bid document has been filled and returned in its without missing pages	
10	Valid YAGPO certificate for special group	
11	Current NCC single business permit or from any other county	
	RESPONSIVENESS	

(1) TECHNICAL EVALUATION

S/NO	Requirements	Maximum Marks.	Bidder Marks.
1	Shortest possible delivery Within one week Any other time pro rata basis	10	
2	Owned ,lease, hire storage, transportation and distribution Proof of owned , lease or hire storage	10	
3	Dully completed and signed price schedule	10	
4	Price quoted based on delivery duty paid i.e. net price	5	
5	Audited financial statement For 2 years Less than 2 years pro rata basis to be apply	15	
6	Price quoted in kshs	10	
7	Current ratios; current assets:current liabilities	10	
8	Solvency ratios i.e debt to assets ratios	10	
9	Terms of payment (credit period) Within 90 days 10 marks Within 60 days 7 marks Within 30 days 5 marks	10	
10	Certified copies of bank statement	10	
	TOTAL	100	

Pass mark above 75% to proceed to financial evaluation

(2) AWARD CRITERIA

Bidders who score 75% and above being the lowest evaluated per item will be awarded the contract.

Section H. Standard Tender Form

i) Form of Tender

Date: _____

Tender N^o: _____

To: THE DIRECTOR
NAIROBI CITY COUNTY
P.O. BOX 3 0075-00100, NAIROBI

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addendum Nos.[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver[description of goods] 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 the goods 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 equivalent to _ percent of the Contract Price for the due performance of the Contract, in the form prescribed by Nairobi City County.

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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 and on behalf _____

(ii) CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

The following are mandatory requirements that the bidder must comply with.

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

	Part 2 (a) – Sole Proprietor			
Your name in full .....	.....	Age .....	.....	.....
Nationality .....	.....	Country of origin .....	.....	.....
	•	Citizenship details	.....	.....
	•
	Part 2 (b) Partnership			
Given details of partners as follows:	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
	Part 2 (c) – Registered Company			
Private or Public .....	.....	.....	.....	.....
State the nominal and issued capital of company-	.....		
Nominal Kshs. ....	.....	.....	.....	.....
Issued Kshs. ....	.....	.....	.....	.....
Given details of all directors as follows	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

iii) 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 of.....
[name and/or description of the goods]
(hereinafter called “the Tender”).....
KNOW ALL PEOPLE by these presents that WE.....
of..... having our registered office at
..... (hereinafter called “the Bank/Insurance company”), are bound unto NCC
(hereinafter called “NAIROBI CITY COUNTY” the sum of
for which payment well and truly to be made to the said NCC, the Bank/Insurance company binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank/Insurance Company 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 NCC 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 NCC up to the above amount upon receipt of its first written demand, without NCC having to substantiate its demand, provided that in its demand NCC 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 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/insurance company

iii) SECOND SCHEDULE TENDER – SECURING DECLARATION FORM

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

Date: [insert date (as day, month and year) of Bid Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchase for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we-
 - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity
 - (i) Fail or refuse to execute the Contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (i) Our receipt of a copy of your notification of the name of the successful Bidder; or
 - (ii) Twenty-eight days after the expiration of our Tender
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on day of [insert date o

iv)Framework Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between Nairobi City County of P.O. Box 30075-00100 NAIROBI, KENYA (hereinafter called "NCC ") of the one part and..... [name of tenderer] of..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS NCC invited tenders for certain goods, viz.,..... [brief description of 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) intention to framework contract agreement.
3. In consideration of the payments to be made by NCC to the tenderer as hereinafter mentioned, the tenderer hereby covenants with NCC to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. NCC hereby covenants to pay the tenderer in consideration of the provision 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 NCC)
Signed, sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____

v) Performance Security Form

To: **NAIROBI CITY COUNTY**

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 figures], 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 your 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_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

vi) Manufacturer's Authorization Form

To: NAIROBI CITY COUNTY

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 competent person

