



KENYA ANIMAL GENETIC RESOURCES CENTRE
For superior Kenyan animal genetics

EXPRESSION OF INTEREST/RECRUITMENT OF AGENTS FOR DISTRIBUTION OF KAGRC PRODUCTS IN VARIOUS COUNTIES

CLOSING DATE: 24TH MAY, 2021

NB: Indicate on the envelop the city, town or shopping centre your agency will be based

PO. Box 23070-00604, Lower Kabete, Nairobi, Kenya. Cell Phone: 0728899767/ 0737540670, Landline: 020-2064018,
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“Let’s all help to achieve a safe and sustainable environment”

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TABLE OF CONTENTS

Page

INTRODUCTION	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTION TO TENDERERS.....	5
APPENDIX TO INSTITUTIONS TO TENDER.....	20
SECTION III GENERAL CONDITIONS OF CONTRACT.....	22
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	28
SECTION V SCHEDULE OF REQUIREMENTS.....	30
SECTION VI TECHNICAL SPECIFICATIONS.....	31
SECTION VII STANDARD FORMS.....	33

INTRODUCTION

1. This standard tender document for the procurement of services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all of services e.g.

- i. Security
- ii. Cleaning
- iii. Servicing and repairs
- iv. Transport
- v. Clearing and forwarding
- vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.

1.2 The following general directions should be observed when using the document.

- a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document 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 appendix to the instructions to the tenderers or the general conditions of contract respectively.

1.3 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 in the tender and shall indicate any important tender requirements.

1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.

1.5 The cover of the tender document should be modified to include;

- i. Tender number
- ii. Tender name
- iii. Name of centre
- iv. Delete name and address of PPOA

SECTION I – INVITATION TO TENDER

DATE: 11th May, 2021

TENDER REF No. KAGRC 005/2020/2021

Tender name: Recruitment of agents to sell and market the Centre's products and services for the next five years

1. The Kenya Animal Genetics Resources Centre invites sealed tenders from eligible candidates to sell and market its products and services for the next five years.
2. Interested eligible candidates may obtain further information from and inspect the tender documents at the Revenue Office, Kenya Animal Genetic Resources Centre along Kapenguria road off Lower Kabete road, Lower Kabete Nairobi during normal working hours.
3. A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kshs 1,000.00 in cash or bankers cheque payable to Kenya Animal Genetic Recourses Center. Tender documents may also be downloaded from our website www.kagrc.go.ke and Treasury portal www.tenders.go.ke free of charge
4. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and shall remain valid for a period of () days from the closing date of the tender.
5. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box situated at the reception area of the administration block A or be addressed and posted to the Managing Director, Kenya Animal Genetic Resources Centre, P.O. Box 23070-00604 Lower Kabete, Nairobi to be received on or before 24th May, 2021.
6. Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the centre's boardroom A2 situated at the administration block A, along Kapenguria road, Lower Kabete, Nairobi.

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS	Page
2.1 Eligible Tenderers.....	6
2.2 Cost of tendering.....	6
2.3 Contents of tender documents.....	6
2.4 Clarification of Tender documents.....	7
2.5 Amendment of Tender documents.....	7
2.6 Language of tenders.....	8
2.7 Documents comprising the tender.....	8
2.8 Form of tender.....	8
2.9 Tender Prices.....	8
2.10 Tender currencies.....	9
2.11 Tenderers eligibility and qualifications.....	9
2.12 Tender security.....	9
2.13 Validity of tenders.....	10
2.14 Format and signing of tenders.....	10
2.15 Sealing and marking of tenders.....	11
2.16 Deadline for submission of tenders.....	11
2.17 Modification and withdrawal of tenders.....	12
2.18 Opening of tenders.....	12
2.19 Clarification of tenders.....	13
2.20 Preliminary Examination.....	13
2.21 Conversion to other currencies.....	14
2.22 Evaluation and comparison of tenders.....	14
2.23 Contacting the Centre.....	17
2.24 Post-qualification.....	17
2.25 Award criteria.....	18
2.26 Procuring entities right to vary quantities.....	18
2.27 Procuring entities right to accept or reject any or all tenders.....	18
2.28 Notification of award.....	18
2.29 Signing of Contract.....	18
2.30 Performance security.....	19
2.31 Corrupt or fraudulent practices.....	19

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1 This invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the January/February, 2021 for five years of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Centre's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 centre\ to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The tenderer shall bear all the costs associated with the preparation and submission of its tender, and the centre, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 2.2.3 The centre shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i. Instructions to tenderers
- ii. General Conditions of Contract
- iii. Special conditions of contract
- iv. Schedule of requirements
- v. Details of service
- vi. Form of tender
- vii. Price schedules
- viii. Contract form
- ix. Confidential business questionnaire form
- x. Tender security form
- xi. Performance security form
- xii. Principal's or manufacturers authorization form
- xiii. Declaration form

2.3.2 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.

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify the procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for 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 sources of inquiry) will be sent to all prospective tenderers who have received the tender documents.

2.4.2 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

2.5 Amendment of documents

2.5.1 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 issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax, or email and such amendment will be binding on them.

2.5.3 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.

2.6 Language of Tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be 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.

2.7 Documents comprising the Tender

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 Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished is in accordance with cause 2.12
- d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the form of tender and the appropriate price schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract

2.9.2 Prices indicated on the price schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation request shall be processed by the procuring entity within 30 days of receiving the request

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the invitation to tender.

2.12.2 The tenderer security shall be in the amount not exceeding 2% of the tender price

2.12.2 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 2.17.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee
- b) Cash
- c) Such insurance guarantee approved by the authority
- d) Letter of credit

- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's 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.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29 and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.7 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 tender, *if* the tenderer fails:
 - i. To sign the contract in accordance with paragraph 30 **or**
 - ii. To furnish performance security in accordance with paragraph 31
 - c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after 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.
- 2.13.2 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 2.12 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.

2.14 Format and Signing of Tender

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

2.14.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 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. The inner and outer envelopes shall:

- a) Be addressed to the Procuring entity at the address in the invitation to tender.
- b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (day, date and time of closing)”.

2.15.3 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”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the centre will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the centre at the address specified under paragraph 2.15.2 no later than **24th May, 2021**.

2.16.2 The Centre 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 the centre and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the centre as provided for in the appendix.

2.17 Modification and Withdrawal of tenders

- 2.17.1 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 tender's is received by the centre prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 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 2.17.7.
- 2.17.5 The centre may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The centre 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.

2.18 Opening of Tenders

- 2.18.1 The Centre will open all tenders in the presence of tenderers' representatives who choose to attend, at boardroom A2 located at the administration block A on **24th May, 2021** at **10.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 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 Centre, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The centre will prepare minutes of the tender opening will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the centre 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 shall be sought, offered or permitted.

2.19.2 Any effort by the tenderer to influence the centre in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The centre will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 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.

2.20.3 The centre 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the centre will determine the substantial responsiveness of each tender to the tender documents. For the purpose 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 Centre's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to single currency

2.21.1 Where other currencies are used, the centre will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central bank of Kenya.

2.22 Evaluation and Comparison of tenders

2.22.1 The Centre will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Centre's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- a) Operational plan proposed in the tender:
- b) Deviations in payment schedule from specified in the special conditions of contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied

a) Operational plan

The Centre requires that the services under the invitation for tenders shall be performed at the time specified in the schedule of requirements. Tenders offering to perform longer than the procuring entity have required delivery time will be treated as non-responsive and rejected.

b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenderers are, however permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Centre may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tenderer evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
 - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
 - d) Shall not be debarred from participating in public procurement.

EVALUATION CRITERIA

A. EVALUATION CRITERIA

A1.PRELIMINARY EVALUATION/MANDATORY REQUIREMENTS

No	Criteria	Responsiveness
1.	The prospective agent should not be owing KAGRC any debt	
2.	KRA Tax Compliance Certificate	
3.	Relevant Single Business Permit/County operating licence	
4.	Proof of physical premises by submitting most recent utility bill, tenancy agreement, lease or proof of ownership of premises (title deed etc.)	
5.	Proof that you are a legally registered entity i.e. either Certificate of Incorporation, Business Registration, Certificate of Registration by Department of culture/social services, Certificate of Registration by Commissioner of co-operatives etc.	
6.	Fully filled Agent Commitment Form	
7.	Fully filled Confidential Business Questionnaire	

For a bid to proceed to Technical Evaluation, it must meet all the above responsiveness requirements.

A2. TECHNICAL EVALUATION

A2.1 TECHNICAL EVALUATION/DOCUMENTATION/RECORDS			
No.	Criteria	Maximum Score%	Score Attained %
1.	Proof that the prospective agent/agro vet is registered by the Kenya Veterinary Board (KVB)(attach certificates)	15	
2.	Qualifications of Key personnel(attach professional certificates and Licenses by KVB)	15	
3.	Submit Licence / recommendation letter by the Director of Veterinary Services(DVS)	15	
4.	Commitment that the prospective agent shall sell semen and liquid nitrogen at recommended prices only(Agent Commitment Form)	10	
5.	Commitment that the prospective agent shall distribute KAGRC semen only(Agent Commitment Form)	10	
A2.2 PHYSICAL EVALUATION/INSPECTION			
6.	Adequacy of equipment(enough liquid nitrogen containers for storing liquid nitrogen and semen, enough A.I Equipment, Personal Protective Equipment, transport etc.	20	
7.	Location and accessibility of the prospective agent	5	
8.	Physical inspection of premises(adequacy of space, recordkeeping, ICT, hygiene of shop and personnel	10	
TOTAL		100	

For a bid to proceed to Financial Evaluation, it must score at least 70% in the technical Evaluation above

A3 FINANCIAL EVALUATION

Financial Evaluation will take it consideration the:

- i. The declared maximum value of business in the Confidential Business Questionnaire,
- ii. The audited accounts for the last two years and/or
- iii. Bank statements for the last three months,
- iv. Value of business handled previously by submitting LPOs/LSOs or contracts.

2.23 Contacting the Centre

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the centre on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the centre in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the centre 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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the centre deems necessary and appropriate.

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

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 the center will award the contract to the successful tenderer 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.
- 2.24.4 The centre 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 centre's action. If the centre determines that none of the tenderers is responsive; the centre shall notify each tenderer who submitted a tender.
- 2.24.5 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 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the centre will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the centre pursuant to paragraph 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful tenderer's furnishing of the performance security pursuant to paragraph 31, the centre will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

- 2.26.1 At the same time as the centre notifies the successful tenderer that its tender has been accepted, the centre will simultaneously inform the other tenderers their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the contract form, the successful tenderer shall sign and date the contract and return it to the centre.
- 2.26.3 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.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the centre, 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 centre.
- 2.27.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the centre may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The centre requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The centre 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.
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Notes on the appendix to instructions to Tenderers

1. The appendix to instructions to tenderers is intended to assist the Centre in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement.
2. The Centre should specify in the appendix information and requirements specific to the circumstances of the Centre, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers

3. In preparing the appendix the following aspects should be taken into consideration
 - a) The information that specifies and complements provisions of section III to be incorporated
 - b) Amendments of section II as necessitated by the circumstances of the specific procurement to be incorporated.
4. Section II should remain intact and only be amended through the appendix.

Instructions to tenderers	Particulars of appendix instructions to tenderers
1.5	The tender is for recruitment of agents and therefore, no prices shall be quoted.
2.1	The tender is open to all qualified bidders as long as they are not debarred in participating in public procurement or those involved in corrupt and fraudulent practices.
2.10	The currency allowed shall be Kenya Shillings only
2.1.1	The documentary evidence required for eligibility is as set out in the evaluation criteria.
2.16.3	Bulky tenders which will not fit in the tender box shall be received at the Managing Director's office and a Delivery Note shall be signed by the MD's secretary
2.22	The price to be charged for the tender document shall be Kshs 1,000.00. Tenders may also be downloaded from the Centre's website www.kagrc.go.ke or Treasury Portal www.tenders.go.ke
2.24	The Centre will evaluate conduct the evaluation in three stages: Preliminary, Technical and Financial. There shall be no consideration for the price as the tender is for recruitment of qualified agents
2.30	The performance security shall not be required. However, winning bidders shall be required to deposit Kshs 200,000.00 in cash or cheque and the Centre shall not supply the agent with products on credit above value of the deposit. Further, the bidders shall be required to fill an Agent Commitment Form.
2.3.1	The following documents shall not form part of the tender: Form of tender, Price schedules, Performance security form and Manufacturer's Authorization Form.
2.9	The tender is for recruitment of agents and therefore, no prices shall be quoted.

SECTION III – GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS	PAGE
3.1 Definitions	23
3.2 Application	23
3.3 Standards	23
3.4 use of contract documents and information	23
3.5 Patent rights	23
3.6 Performance security	23
3.7 Inspection and tests	24
3.8 Payment	24
3.9 Prices	25
3.10 Assignment	25
3.11 Termination for default	25
3.12 Termination for insolvency	25
3.13 Termination for convenience	26
3.14 Resolution of disputes	26
3.15 Governing language	26
3.16 Force majeure	26
3.17 Applicable law	26
3.18 Notices	27

SECTION III – GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 there in.

- b) "The Contract Price" means the price payable to the tenderer under the Contract for full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Centre under the contract.
- d) "The Centre" means the organization sourcing for the services under this Contract.
- e) "The contract means the individual or firm providing the services under this contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "DaY" means calendar day

3.2 Application

These general conditions shall apply to the extent that they are not super ceded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this contract shall conform to the 7 standards

Mentioned in the schedule of requirements.

3.5 Patent Rights

The tenderer shall indemnify the Centre against all third party claims of Infringements of patent trademark or industrial design tights arising from use of the services under the contract or any other thereof.

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of contract award, the successful tenderer shall furnish to the Centre the performance security where applicable in the amount specified in special conditions of contract.

3.6.2 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.

3.6.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the procuring entity shall be in the form of:

- a. Cash
- b. A bank guarantee
- c. Such insurance guarantee approved by the Authority
- d. Letter of credit.

3.64 The performance security will be discharged by the Centre and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract including any warranty obligations under the contract.

3.7 Inspection and Tests

3.7.1 The Centre or its representatives shall have the right to inspect and/or to test the services to confirm their conformity to the contract specification. The Centre shall notify the tenderer in writing in a timely manner of the identity of any representatives retained for these purposes.

3.7.2 The inspection and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its drawings and production data, shall be furnished to the inspectors at no charge to the Centre.

3.7.3 Should any inspected or tested services fail to conform to the specifications, the Centre may reject the services and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Centre.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty of other obligations under this contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this contract shall be specified in SCC.

3.9 Prices

Prices charged by the contractor for services performed under the contract shall not with the exception of any price adjustments authorized in SCC vary from the prices by the tenderer in its tender in

the Centre's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign in whole or in part its obligations to perform under this contract except with the Centre's prior written consent.

3.11 Termination for Default

The Centre 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 provide any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the Centre.
- b. If the tenderer fails to perform any other obligation(s) under the contract.
- c. If the tenderer in the judgment of the Centre has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

3.12 Termination of Insolvency

The Centre may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor provided that such termination will not produce or affect any right of action or remedy which has accrued or will accrue thereafter to the Centre.

3.13 Termination for Convenience

- 3.13.1 The Centre by written notice sent to the contractor may terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that

the termination is for the Centre convenience the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

- 3.13.2 For the remaining part of the contract after termination the Centre elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of Disputes

The Centre and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same language.

3.16 Force Majeure

The contractor 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.

3.17 Applicable Law

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or e-mail and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clause 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 procurement of services required. In preparing section IV, the following aspects should be taken into consideration:

- a. Information that complements provisions of section III must be incorporated.
- b. Amendments and/or supplements to provision of section III as necessitated by the circumstances of the specific service required must also be incorporated.

Where there is conflict between the provisions of the special conditions of contract and the provision of the general conditions of contract herein shall prevail over the provisions of the general condition of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail other those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract:

General Conditions of Contract	Special Conditions of Contract
3.6	The performance security shall not be required. However, winning bidders shall be required to deposit Kshs 200,000.00 in cash or cheque and the Centre shall not supply the agent with products on credit above value of the deposit. Further, the bidders shall be required to fill an Agent Commitment Form.
3.8	Being a tender to recruit agents, there shall be no payments to be made to the tenderer. The tenderer shall be the one to pay for the products and services distributed to them by the Centre.
3.9	Being a tender to recruit agents, there shall be no price adjustments in the tender. Price adjustments may take place after recruitment when the Centre may review the prices of its products from time to time.
3.1.4	Any dispute arising from the contract shall be resolved through direct informal negotiations failure to which either party may require the dispute be referred to arbitration.
3.1.7	The applicable law shall be the Kenyan Law.
3.1.8	<p>Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or email and confirmed in writing to the other party's address specified. The Centre's address shall be:</p> <p>Kenya Animal Genetic Resources Centre P O Box 23070-00604 LOWER KABETE NAIROBI Email: info@kagrc.co.ke</p>

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule. The objectives of schedule or requirements are to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular the price schedule for which information is provided. In addition, the schedule of requirements together with the price schedule should serve as bases in the event of quantity variations' at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified taking into account the date prescribed herein from which the procuring entity's delivery obligations start (Notice of award).

This part will include any deliverables under the service contract

SECTION VI DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the procuring entity without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular authoritative standards and which ensure at least a substantially equal quality that other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

SECTION VI DESCRIPTION OF SERVICES

[The text of Description of services to be inserted in this part by the procuring entity as applicable]

1. Sale of semen
2. Sale of liquid nitrogen
3. Sale of publicity materials
4. Sale of A.I equipment
5. Marketing of the Centre's products and services

SECTION VII STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3.
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance / entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form

acceptable to procuring entity and pursuant to the conditions of contract.

5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer as appropriate in accordance with tender documents

SECTION VI STANDARD FORMS

1. Contract form
2. Confidential business questionnaire form
3. Tender security form
4. Performance security form
5. Bank guarantee for advance payment
6. Declaration form

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 materials and spares. Viz _____[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in sum of _____ (contract price in words and figures)

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 Centre to the tenderer as hereinafter mentioned the tenderer hereby covenants with the Centre to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions by the contract.
4. The Centre hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and remedying of defects therein, the Contract Price or such as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract

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

Signed, sealed, delivered by _____the _____ (for the Centre)

Signed, sealed, delivered by _____the _____ (for the tenderer)

In the presence of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business,.....

Registration Certificate No.

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

Name of your bankers Branch

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality 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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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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 style="padding-left: 20px;">Nominal Kshs.</p> <p style="padding-left: 20px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 30%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
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1.																											
2.																											
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4.																											
5.																											
<p>Date Seal/Signature of Candidate</p>																															

TENDER SECURITY FORM

Whereas [Name of tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of
Submission of tender] for the provision of
.....

[Name and/or description of the services]

(hereinafter called “the
Tenderer”).....

KNOW ALL PEOPLE by these presents that WE
.....

Of Having registered office at

[Name of Centre] (hereinafter called “the Bank”) are bound unto
.....

[Name of Centre] (hereinafter called the “Centre”) in the sum of
.....

For which payment well and truly be made to the said Centre, 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 Centre 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 Centre up to the above amount upon receipt of its first written demand without the Centre having to substantiate its demand provided that in its demand the Centre 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]
(Amend accordingly if provided by Insurance Company)

AGENT COMMITMENT FORM

I/we.....(name of bidder)
do **AGREE** that if the Kenya Animal Genetic Resources Centre awards us the contract to sell and market its products and services for the next five years, do commit ourselves to fully abide by the following:

1. I **AGREE** that I shall only sell semen and liquid nitrogen at the prices recommended by KAGRC and shall not sell semen and liquid nitrogen at any other price.
2. I **AGREE** that I shall only sell and market KAGRC semen only, whether local or imported and that I shall not sell semen from any other vendor or source.
3. I **AGREE** that before entering into a contract with KAGRC, I shall be required to pay in cash or cheque a deposit of **Kshs 200,000.00** and that KAGRC shall not supply products to me/us on credit whose value is above the deposit.
4. I **AGREE** that I shall engage with KAGRC through official channels only and that I shall not engage in underhand or unscrupulous practices that are injurious to KAGRC as a public entity or enterprise.
5. I **AGREE** that I shall be compiling and submitting reports to KAGRC timely and in the format prescribed by KAGRC.
6. I submit that my/our agrovet shall be located at.....(city, town, shopping center)

I **AGREE** and **UNDERSTAND** that failure to abide by any of the above stipulations shall lead to termination of the contract or any other penalty that KAGRC shall deem appropriate.

Name.....Designation.....Date and Stamp.....

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 ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN.....APPLICANT

AND

.....RESPINCENT (Centre)

Request for review of the decision of the (Name of the Centre) of

.....dated theday 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 Board to review the whole/part of the above mentioned decision on the following grounds, namely:

1.

2.

Etc

SIGNED..... (Applicant)

Dated on Day of /20.....

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
 Day of20.....

SIGNED
Board Secretary

LIST OF COUNTIES THAT REQUIRE KAGRC DISTRIBUTION AGENCIES

S/NO.	COUNTY	SUB – COUNTY/AREA OF OPERATION	NO. REQUIRED
1.	Trans Nzoia	Kimini	1
		Cherangany (Kachibora)	1
		Saboti/Kwanza/Kitale Town	1
2.	Bungoma	Bungoma Central	1
		Kapsokwony/Mt. Elgon	1
3.	Nakuru	Nakuru Town	1
		Molo Town	1
		Njoro	1
4.	Uasin Gishu	Turbo/Kabiyet/Mosorit	1
		Soy	1
		Moi's Bridge	1
5.	Kericho	Belgut	1
		Chepsinende	1
6.	Bomet	Chepalungu/Ndaraweta	1
		Konoin	1
		Chebole	1
7.	Kakamega	Lugari/ Likuyani	1
		Navakholo/Mumias	1
		Matungu/Butere /Khwisero	1
		Ikolomani	1
		Kakamega Town	1
8.	Meru	Tigania/Maua Town	1
		Meru Town	1
		Nkubu	1

9.	Embu	Manyatta/Mutunduri	1
		Runyenjes	1
		Kang'aru	1
10.	Nairobi	Roysambu/ Kasarani/Ruai	1
11.	Kisii	Bobasi/ Bonchari/Mosocho	1
12.	Machakos	Yatta	1
		Tala Market	1
		Machakos Town	1
13.	Kirinyaga	Mwea	1
		Gichugu/Ndia	1
		Kerugoya Town	1
14.	Baringo	Baringo North/Kabarnet	1
		Eldama Ravine	1
15.	Nandi	Aldai/Kaptumo/Kapsabet Town	1
		Nandi Hills/Lessos	1
16.	Kisumu	Muhoroni/ Nyakach/ Nyando	1
		Kisumu Town	1
17.	Kilifi	Kilifi	1
18.	Vihiga	Hamisi/Luanda/Mbale	1
19.	Narok	Narok town	1
20.	Busia	Busia Town/Matayos/ Budalangi	1
21.	Homabay	Homa Bay	2
22.	Kwale		1
23.	Tana River		1
24.	Lamu	Mokowe	1
25.	Kitui		1
26.	Makueni		2
27.	West Pokot		1
28.	Migori	Awendo/Uriri	1
		Kuria	1
29.	Isiolo		1

30.	Taita Taveta	Voi Town/Wundanyi	1
31.	Kajiado	Ngong Town	1
		Ongata Rongai	1
		Loitoktok	1
32.	Laikipia	Nyahururu Town	1
		Ndaragwa Town	1
33.	Nyeri	Mukurweini	1
		Nyeri Town	1
		Mweiga	1
		Karatina	1
		Othaya	1
34.	Murang'a	Kandara	1
		Murang'a Town	1
		Kiriaini	1
		Kangari	1
		Kangema	1
35.	Nyandarua	Ol'Kalou	1
		Kipipiri	1
		Engineer	1
36.	Tharaka Nithi	Kiriani Market/Chogoria	1
		Chuka	1
37.	Siaya	Ugunja/Sawagongo	1
38.	Mombasa	Mombasa Town	1
39.	Kiambu	Gatundu North	1
		Gatundu South	1
		Githunguri	1
		Juja	1
		Kabete	1
		Kiambaa	1
		Kiambu	1
		Kikuyu	1

		Lari	1
		Ruiru	1
		Thika East	1
		Thika West	1