REPUBLIC OF KENYA

COUNTY GOVERNMENT OF NYAMIRA

THE COUNTY ASSEMBLY

SUPPLY AND DELIVERY OF DRINKING WATER

FRAMEWORK AGREEMENT FOR THREE

YEARS RENEWABLE YEARLY SUBJECT TO SATISFACTORY PERFORMANCE

TENDER NO: 2675027-2026/2027

AGPO

CLOSING DATE: 12TH November, 2026 at 12:15 pm

COUNTY ASSEMBLY OF NYAMIRA
www.nyamiraassembly.go.ke
info@nyamiraassembly.go.ke
scm@nyamiraassembly.go.ke
P.O. BOX 590-40500
NYAMIRA

APPENDIX 1 TO THE PREFACE

NOTES TO THE USERS

1) A Framework Agreement (FA) is an agreement/pact between a procuring entity and a selected supplier/s or contractor/s (referred to herein as a Firm) identified for a definite term to supply goods works or service whose quantities and delivery schedules are not definable or determinable at the beginning that establishes the terms and conditions that will govern any contract awarded during the term of the FA. More than one Procuring Entity may, if so desired, benefit from one FA. The terms and conditions will usually include the price rates, pricing and payment mechanisms, timings, delivery destinations and works locations. FAs may be established for the procurement of goods, works and services (Consulting, Non-Consulting, Management and Maintenance) as and when required, over a specified period of time. An FA does not commit a Procuring Entity to procure, nor a Firm to supply. Once established, an FA provides a fast and efficient way to procure Goods, Works and Services. An FA allows a Procuring Entity to select from a number of firms, helping to ensure that each procurement represents best value for money. FAs may be appropriate under the following circumstances:

- **(a)** frequent reordering is based on the same, or similar requirements, or set of specifications;
- **(b)** where different Procuring Entities procure the same goods, works and non-consulting Services, including maintenance services and where aggregating the demand could lead to volume discounts;
- **(c)** planning for emergency situations; or
- **(d)** no single firm is considered to have sufficient capacity to carry out the required works or provide goods.

2) When setting up a Framework Agreement, the Procuring Entity should include in the contract documents as many of the terms as possible which will apply to the call-off contracts so that the firms that are party to the FA are clear as to their risks in relation to the call-off terms and mini competition.

3) A framework agreement should have a minimum of seven alternative vendors are included for each category. In practice FAs with a large number of suppliers may become difficult to manage, as Procuring Entity may have to approach each supplier appointed to the framework in relation to a proposed call-off. Although there is no set limit to the number of firms that can be in one FA, a FA with a large number of suppliers may be more difficult to manage.

4) A Framework Agreement will generally allow a Procuring Entity more flexibility around the goods, works or services to be contracted for under the framework, both in terms of volume and also the detail of the relevant goods, works and services. It allows a contracting authority to select from a number of suppliers for its requirements, helping to ensure that each purchase represents best value.

5) When several Procuring Entities establish an FA together, a lead Procuring Entity is appointed to act on behalf of the group of Procuring Entities. Each Procuring Entity in the group is identified in the invitation

to Tender Documents at the time of going to the market. Each individual Procuring Entity shall be specified in each call-off contract.

6) In order to establish an FA, the Procuring Entity shall use appropriate procurement method with appropriate Invitation for Tenders and specify that the procuring entity intends to establish a framework agreement. Once an FA is established, the Procuring Entity does not need to openly advertise individual contract opportunities to be awarded as call-offs.

7) A procuring entity is not required to advertise or invite quotations from persons not shortlisted under the framework agreement where a framework agreement has been entered into by the procuring entity.

8) The additional information in the invitation for tenders or proposals shall include as a minimum:

- **a)** the number of suppliers or contractors which shall not be less than seven alternative vendors.
- **b)** the duration of the framework agreement which shall not exceed three years;
- **c)** a description of the Goods, works and Services that the FA is intended to cover;
- **d)** an estimate of the total volume/scope of the Goods, Works and Services for which call-off contracts may be placed and, as far as possible, the volume/scope and frequency of the call-off contracts to be awarded under the FA;
- **e)** An estimate of the maximum amount of purchases to be carried out under the FA;
- **f)** qualification and evaluation criteria and, evaluation methodology;
- **g)** the terms and conditions of contract that will apply to call-offs under the FA, which shall include the following information:
  - **i.** a statement that the fees, charge rate or pricing mechanism, and any other associated costs shall be agreed with each firm, and be valid for the term of the FA;
  - **ii.** a statement that explains that the Procuring Entity will engage FA firms as required, through call-off contracts and or mini-competition;
  - **iii.** a statement that the FA is:
    - a closed panel (which should normally be the case), and the constitution of the panel shall remain unchanged during the term of the FA (other than firms being removed from the panel, no additional or replacement firms may be added); or
    - an open panel and an outline of the process for selection.
  - **iv.** statement that there is no guarantee of being awarded a call-off contract, and no commitment will be made with regard to possible volume of Goods, Works and Services;
  - **v.** a statement that the FA is not an exclusive agreement and that the Procuring Entity reserves the right to procure the same or similar Goods, Works and Services from other firms.
  - **vi.** a description of the circumstances that may lead to a firm being removed from the FA, and the process to be used in securing the removal;

vii. there will be no secondary procurement method or methods the Procuring Entity shall use to select a firm (the call-off process);

viii. the contractual method the Procuring Entity will use to secure the call-off contract (for example, a statement of work or purchase order); and

ix. the duration of the FA, including any option to extend.

9) FAs shall be established for a maximum period of three (3) years

10) The Procuring Entity shall issue a Notification of Intention to conclude an FA (in conformance with Paragraphs 5.72 to 5.77 (Notification of Intention to Award), and a Standstill Period shall apply at the time when the winning firm in the FA is established. A public notice (Contract Award Notice) of the conclusion of the FA shall be published when the FA is signed. The notice shall list the names of all firms that have been included in the FA.

11) Call-off Contracts

11.1.1 For each procurement under an FA, a firm shall be selected from the panel using the secondary procurement process, or one of the processes, described in the FA.

11.1.2 The secondary procurement for the call-offs shall be a direct selection from the list of the firms on the FA, but based on an objective criterion such as the location where call-off contracts are awarded to the firm that is best able to deliver based on their location and the location where the Goods, Works, Services are to be delivered.

11.1.3 As part of the call-off process, firms shall be given a description of the scope of supply/tasks/services that they will be expected to provide. The statement of goods, work or service order to be issued as part of the call-off process shall specify the objectives, tasks, deliverables, timeframes and price or price mechanism. The price for individual call-off contracts shall be based on the prices detailed in the FA.

AWARD CRITERIA

- Framework contract through call-offs to the highest ranked bidder(s)
- Orders will be raised to the first firm and/or second firm as the case may be
  If the first ranked will not provide the service, the second ranked in that order upto the last ones.

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THE LIST OF STANDARD TENDER DOCUMENTS TO BE MODIFIED TO SUIT FRAMEWORK AGREEMENTS.

Doc No. 1 Standard tender document for procurement of works (buildings and associated civil engineering works)

Doc No. 3 Standard tender document for procurement of small works

Doc No. 4 Standard tender document for procurement of goods

Doc No. 5 Standard tender document request for proposals (selection of consultants)

Doc No. 7 Standard tender document for procurement of non-consultancy services

Doc No. 11 Standard tender document for Maintenance Services

Doc No. 14 Standard tender document for Procurement of Specialized Goods –Text Books and Reading Materials

Doc No. 15 Standard tender document for Procurement of Specialized Goods - Health Sector Goods (pharmaceuticals, vaccines and condoms)

1. INVITATION TO TENDER

REPUBLIC OF KENYA
COUNTY GOVERNMENT OF NYAMIRA
THE COUNTY ASSEMBLY

DATE: 2ND November, 2026

RE: TENDER NO. 2675027-2026/2027 SUPPLY AND DELIVERY OF DRINKING WATER FRAMEWORK AGREEMENT FOR THREE YEARS RENEWABLE YEARLY SUBJECT TO SATISFACTORY PERFORMANCE.

The County Assembly of Nyamira invites sealed through IFMIS (http://supplier.treasury.go.ke.) bids from eligible candidates for **SUPPLY AND DELIVERY OF DRINKING WATER FRAMEWORK AGREEMENT FOR ONE YEAR RENEWABLE SUBJECT TO SATISFACTORY PERFORMANCE**.

A complete set of tender documents can be *downloaded from the County Assembly of Nyamira's website:* www.***nyamiraassembly***.go.ke/tenders or the IFMIS supplier portal: www.suppliers.treasury.go.ke using the **unique negotiation number 2675027-2026/2027.** Bidders who download the tender document must submit their Company name, postal, physical, email and telephone addresses to tenders@nyamiraassembly.go.ke for the purposes of receiving any further tender clarifications and/or addendums where necessary.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Management Office, County Assembly of Nyamira, during normal working hours. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days after date of tender opening.

Complete tender documents must be submitted through the IFMIS Supplier Portal (www.suppliers.treasury.go.ke) as per the requirements contained in the document so as to be received on or before 12th November, 2026 at 12:15 pm.

Tender opening will be carried out immediately through the IFMIS system on 12th November, 2026 at 12:15 pm.at the County Assembly of Nyamira Former CDF Hall located behind Nyamira Stage, in the presence of tenderers or their representatives.

THE
CLERK
P.O. Box 590-40500
+254 701 967 200
www.nyamiraassembly.go.ke
info@nyamiraassembly.go.ke
COUNTY ASSEMBLY OF NYAMIRA
NYAMIRA

2. SECTION I - INSTRUCTIONS TO TENDERERS

Section III - Evaluation and Qualification Criteria

S/No.	Requirements	Responsive or Not Responsive
1.	Must submit a copy of certificate of registration/ incorporation	
2.	Must fill, stamped and sign the price schedule in the format provided	
3.	A valid registration certificate from the National Treasury (AGPO)	

Price schedule

NO	Description-Keringet (or its equivalent)	Unit of issue	Unit cost (kshs.)	Remarks
1.	Supply and delivery of 18.9L bottle inclusive of water			AWR
2.	Refilling of 18.9L bottle of water			AWR
3.	Supply and delivery of water 350ml			AWR
4.	Supply and delivery of Soft drinks 350ml			AWR
5.	Supply and delivery of water 500ml			AWR
6.	Supply and delivery of water 1Litre			AWR
7.	Any other item			AWR

3. Multiple Contracts (ITT 33.4)

Tenders are invited for individual lots, the contract will be awarded to the tenderer offering a substantially responsive Tender(s) and the lowest evaluated cost for individual lots, subject to the selected tenderer(s) meeting the required qualification criteria (this Section III, Sub-Section ITT 36 Qualification Requirements) for each lot. In determining tenderer that offer the lowest evaluated cost to the Procuring Entity for each lot, the Procuring Entity shall apply the following steps in sequence:

a) evaluate individual lots to determine the substantially responsive Tenders and corresponding evaluated costs;

b) for each lot, rank the substantially responsive Tenders starting from the lowest evaluated cost for the lot;

c) apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a tenderer (s) for the award of each Lot based on the discounts and the methodology for their application offered by the respective Tenderer; and

d) determine contract award based on the lots that offer the tender offers each of which has the lowest evaluated cost to the Procuring Entity.

Section V: Schedules of Requirement,

NO	Description
1.	Supply and delivery of 18.9L bottle inclusive of water
2.	Refilling of 18.9L bottle of water
3.	Supply and delivery of water 300/350ml
4.	Supply and delivery of soft drinks 300/350ml
5.	Supply and delivery of water 500ml
6.	Supply and delivery of water 1Litre
7.	Any other item

(e) FORM OF TENDER

Omit whole Item (e) Tender Price and substitute with

(a) The total price of our Tender, excluding any discounts offered in item (f) below as per listed Lots (list each lot with its price and then the total of all tendered for lots

NO	Description-Keringet (or its equivalent) (brain storm)	Unit of issue	Unit cost (kshs.)	Remarks
1.	Supply and delivery of 18.9L bottle inclusive of water			AWR
2.	Refilling of 18.9L bottle of water			AWR
3.	Supply and delivery of water 300/350ml			AWR
4.	Supply and delivery of soft drinks300/350ml			AWR
5.	Supply and delivery of water 500ml			AWR
6.	Supply and delivery of water 1Litre			AWR
7.	Any other item			AWR

CONDITIONS OF CONTRACT

(a) 4.1 entire Agreement: Insert as Clause 4.1.2 the following.

4.1.2 Framework Agreement

4.1.2.1 The Parties shall enter into a Framework Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Framework Agreement shall be based upon FORM No. 3 – FRAMEWORK AGREEMENT annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Framework Agreement shall be borne by the Procuring Entity.

4.1.2.2 The Framework Agreement establishes the terms and conditions that will govern the contract awarded during the term of the Framework Agreement. The Framework Agreement establishes for the procurement works by package as and when required, over the specified period of time. The Framework Agreement does not commit a Procuring Entity to procure, nor a Firm to supply. The Framework Agreement allows the Procuring Entity to call the Contractor to commence the works on a particular package in a specified location within the duration of the agreement.

4.1.2.3 This Framework Agreement does not guarantee the contractor of being called for a contract to start and no commitment is made with regard to possible number of packages to carry out.

4.1.2.4 This Framework Agreement does exclude the Procuring Entity from the right to procure the same Works from other firms.

4.1.2.5 This Framework Agreement does not stop the Procuring Entity from removing the contractor from the same Agreement.

4.1.2.6 FAs shall be established for a maximum period of three (3) years. The Procuring Entity may with the Consent of the Contractor extend this Agreement if the agreement period is less than three (3) years, if the initial engagement has been satisfactory.

4.1.2.7 Call-off Contracts; for work on a package to start, the Procuring Entity shall issue a notice of acceptance of a particular package requesting the contractor to furnish a Performance Security and to start the works thereafter, and providing the contractor with details of location where the works, are to be carried out. The call-off statement shall specify the objectives, tasks, deliverables, timeframes and price or price mechanism. The price for individual call-off contracts shall be based on the prices detailed in the Framework Agreement.

AWARD CRITERIA

- Framework contract through call-offs to the highest ranked bidder(s)
- Orders will be raised to the first firm and/or second firm as the case may be
  If the first ranked will not provide the service, the second ranked in that order upto the last ones.

(b) **FORM No 1: NOTIFICATION OF INTENTION TO AWARD**

Omit the whole of Para 4. And substitute as follows.

Omit the whole of item (i) and (ii) and substitute as follows.

(I The successful tenderers:

Package No.	Name of successful Tenderer	Address of the successful Tenderer	Contract price of the successful Tenderer
Lot No.			
Lot No.			
Lot No.			
Lot No.			
Lot No.			
Lot No.			

(ii) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

Package No.	Name of Tenderer	Address of the Tenderer	Tender price	evaluated price
Lot No.				
Lot No.				
Lot No.				
Lot No.				
Lot No.				
Lot No.				

(c) FORM 3: LETTER OF AWARD

i) Amend first Paragraph omit the **"for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by …… (name of Procuring Entity)."** And insert the words "for contract Lot No… …… (amount……...), Lot No… …… (amount……...), Lot No… …… (amount……...). etc. are hereby accepted by …… (name of Procuring Entity.

ii) Omit the whole of para reading "You are ……. Tender Document" and

Insert the words

"You are requested to arrange to sign the Framework Agreement within 28 days in accordance with the Conditions of Contract. On being instructed to commence the contract on any of the packages you have won, by a call-off notification, you will be requested to furnish for the particular package a Performance Security within 28 days in accordance with the Conditions of Contract, and for that purpose, using one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document".