

# REPUBLIC OF KENYA



## **COUNTY GOVERNMENT OF NYAMIRA** **OPEN NATIONAL TENDER**

**(Two Year Framework Contract Renewable Annually Upon Satisfactory Performance)**

### **TENDER DOCUMENT**

**FOR**

**PROVISION OF LEGAL SERVICES**

**TENDER NO. CGN /T018/ 2019–2021**

**COUNTY GOVERNMENT OF NYAMIRA**

**Email: [tenders@nyamira.go.ke](mailto:tenders@nyamira.go.ke)**

**[www.nyamira.go.ke](http://www.nyamira.go.ke)**

**P.O BOX 434 – 40500, NYAMIRA**

**TENDER CLOSING DATE:**

**Wednesday 31<sup>st</sup> July, 2019**

**TENDER CLOSING TIME:**

**10:00 A.M EAST AFRICAN TIME**

# SECTION I INVITATION TO TENDER

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# REPUBLIC OF KENYA



## COUNTY GOVERNMENT OF NYAMIRA

### TENDER NOTICE

#### INVITATION TO TENDER AND REGISTRATION OF CONTRACTORS & SUPPLIERS OF GOODS, WORKS & SERVICES FOR FY 2019-2021

The County Government of Nyamira invites sealed tenders from eligible bidders for the Supply and Delivery/ Provision of Goods, Works and services to various Government Departments and Public Institutions within the County for the Financial Years 2019-2021.

### TENDERS

#### Two Year Framework Contracts Renewable Annually Upon Satisfactory Performance

TENDER REF. NO	ITEM DESCRIPTION	ELIGIBILITY
CGN/T001/2019 - 2021	Supply & Delivery of Medical Drugs	Open
CGN/T002/2019 - 2021	Supply & Delivery of Non-Pharmaceutical and Dressing Materials	Open
CGN/T003/2019 - 2021	Supply & Delivery of Laboratory Reagents and Glassware	Open
CGN/T004/2019 - 2021	Supply and Delivery of Dental Items (Consumables)	Open
CGN/T005/2019 - 2021	Supply & Delivery of X-Ray films and Ultrasound	Open
CGN/T006/2019 - 2021	Supply & Delivery of Wood Fuel and Cooking Gas	Open
CGN/T007/2019 - 2021	Supply & Delivery of Foodstuff and Soft Drinks	Open
CGN/T008/2019 - 2021	Supply & Delivery of Office Stationery	Open
CGN/T009/2019 - 2021	Supply & Delivery of Petroleum, Oils and Lubricants	Open
CGN/T010/2019 - 2021	Supply & Delivery of Cleaning Materials, detergents and Chemicals	Open
CGN/T011/2019 - 2021	Provision of Air Ticketing Services (IATA registered Firm only)	Open
CGN/T012/2019 - 2021	Supply and delivery of Newspapers, Magazines and Periodicals	Open
CGN/T013/2019 - 2021	Provision of Catering and Accommodation Services	Open
CGN/T014/2019 - 2021	Supply and Delivery of Tyres , Tubes and Automotive Batteries	Open
CGN/T015/2019 - 2021	Supply, Delivery and Maintenance of Photocopiers and Printers	Open
CGN/T016/2019 - 2021	Supply& Delivery of Various Toners and Cartridges	Open
CGN/T017/2019 - 2021	Supply& Delivery of Computers ( Desktops, Laptops and IPADS)	Open
CGN/T018/2019 - 2021	Provision of Legal Services	Open
CGN/T019/2019 - 2021	Repair and Servicing of Motor Vehicles, Plants and Equipment	Open
<b>REGISTRATION CATEGORIES</b>		
CATEGORY 20	Supply & Delivery of Electrical Items, Fittings and Accessories	
CATEGORY 21	Supply and Delivery of Medical Records	
CATEGORY 22	Supply & Delivery of Dairy animals, Poultry Birds and animal feeding feed Materials	
CATEGORY 23	Supply & Delivery of Furniture	
CATEGORY 24	Supply & Delivery of Medical Tools and Equipment	
CATEGORY 25	Supply & Delivery of Motor vehicles and Motor Grader Spare parts	
CATEGORY 26	Supply & Delivery of Office Equipment, Furnishings (Curtains, Carpets, shears & blinder fittings)	
CATEGORY 27	Supply & Delivery of Kitchen Appliances	
CATEGORY 28	Supply & Delivery of Household and Sanitary Items	
CATEGORY 29	Supply & Delivery of Sporting Equipment, Protective Clothing and Uniforms	
CATEGORY 30	Supply & Delivery of Farm Inputs, Herbicides, Insecticides & Pesticides, Chemicals, Veterinary Drugs & Animal Sprays and Spraying Equipment	
CATEGORY 31	Supply & Delivery of Fingerlings, Fish-Feeds and Fish-Pond Materials	
CATEGORY 32	Supply & Delivery of Tree Seedlings	
CATEGORY 33	Supply & Delivery of Fresh Cut Flowers and Maintenance of Indoor Potted Plants	
CATEGORY 35	Excavation, Supply and Delivery of Murram	
CATEGORY 36	Supply & Delivery of Building Materials (Stones, Ballast, Sand, Hard-core, Hardware items etc)	
CATEGORY 37	Supply & Delivery of Power Generators and Inverters	
CATEGORY 38	Supply and delivery of Computer Accessories	
CATEGORY 39	Provision of Car Tracking Services	
CATEGORY 40	Provision of Courier Services	
CATEGORY 41	Provision of Servicing, Repair and Maintenance of Medical Equipment	
CATEGORY 42	Maintenance of Sewerage Systems and Cleaning of Lagoons	
CATEGORY 43	Provision of Printing and Publishing Services	
CATEGORY 44	Provision of Security Printing Services (e.g accountable documents)	
CATEGORY 45	Provision of Software Solutions and Licensing	

CATEGORY 46	Repairs and Maintenance of Office Equipment & Furniture
CATEGORY 47	Supply & Delivery of GI, UPVC, PE Pipes/Fittings
CATEGORY 48	Provision of Fumigation and Pest Control Services
CATEGORY 49	Printing of T-shirts, Caps and banners
CATEGORY 50	Provision of Cleaning Services (including Curtains, Carpets, etc)
CATEGORY 51	Provision of Exhaustion Services (for Septic, Tanks and Pit Latrines)
CATEGORY 52	Supply & Delivery of Timber and allied Materials
CATEGORY 53	Provision of Construction of Roads
CATEGORY 54	Provision of Construction Services for Surface Waters
CATEGORY 55	Provision of Construction and Renovation/Refurbishment/Redecoration Works of Building/Houses
CATEGORY 56	Provision of Construction Works of Footbridges and River Banks Protection
CATEGORY 57	Provision of Electrical Services
CATEGORY 58	Provision of Mechanical and Plumbing Works
CATEGORY 59	Provision of Events management Services
CATEGORY 60	Provision of Taxi/Car , Bus , Truck and Earth Moving equipment Hire Services
CATEGORY 61	Borehole drilling
CATEGORY 62	Provision of ICT Consultancy/ Internet Service (LAN & WAN)
CATEGORY 63	Provision of Various Consultancy Services
CATEGORY 64	Supply & Delivery of Fire Proof Cabinets and Shredders
CATEGORY 65	Supply and Delivery of Plastic water Tanks
CATEGORY 66	Provision of Valuation Services
CATEGORY 67	Provision of Land Surveying
CATEGORY 68	Provision of landscaping and Beautification Services
CATEGORY 69	Provision of Environmental Impact Assessment and Audit Services
CATEGORY 70	Repair and Maintenance of Telephone PABX and Telecommunication Equipment
CATEGORY 71	Provision of Publicity, Photography and Video Services
CATEGORY 72	Provision of Promotional & Advertising Materials, Corporate Branding & Signage Services
CATEGORY 73	Provision of Research, Opinion and baseline surveys
CATEGORY 74	Supply & Delivery of Disaster Management Equipment and Materials
CATEGORY 75	Provision of Sanitary disposal services
CATEGORY 76	Hire of trucks, bulldozers and shovel for Garbage Collection
CATEGORY 77	Provision of Training Consultancy services
CATEGORY 78	Supply and Delivery of Fresh Flowers
CATEGORY 79	Supply and Delivery Medical Oxygen, nitrous oxide, industrial gas & chemicals

Completed set of detailed tender documents can be downloaded freely from the county government of Nyamira website: [www.nyamira.go.ke](http://www.nyamira.go.ke) and Public Procurement Information Portal: [www.tenders.go.ke](http://www.tenders.go.ke)

Completed tender documents in plain sealed envelopes bearing the Tender number on the top right hand Corner but with no indication of the Tenderer's name should be placed in the Tender Box in the ground Floor of the main entrance to Nyamira County Government Offices or sent by post to:-

**THE COUNTY SECRETARY  
COUNTY GOVERNMENT OF NYAMIRA  
P.O BOX 434-40500  
NYAMIRA**

So as to reach not later than **Wednesday 31<sup>st</sup> July, 2019 at 10:00 a.m East African time.** Tenders will be Opened immediately thereafter in the Governor's Boardroom. Tenderers or their representatives who May wish to witness the tender openings are invited to attend. All Contractors and Suppliers in our database are notified that the 2017 – 2019 supplier and contractors lists expired on 30<sup>th</sup> June 2019.

All Submitted documents by interested bidders must be consistently paginated.

**CHIEF OFFICER FINANCE AND PLANNING  
COUNTY GOVERNMENT OF NYAMIRA**

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## **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 **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity'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 Procuring entity 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 costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2. No price shall be charged for the tender document.

#### **Contents of tender documents**

- 2.2.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 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) Performance security 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.

### **2.3 Clarification of Documents**

- 2.3.1. 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 the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.3.2. 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

### **2.4 Amendment of documents**

- 2.4.1. 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.
- 2.4.2. All prospective tenderers who have obtained the tender documents will be notified of the amendments by an addendum that will be posted on the county website.

- 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.

## **2.5 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 written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 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) 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 requests 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 tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- 2.12.4 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
- 2.12.5 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
- 2.12.6 Unsuccessful tenderers 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.
- 2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring Entity on the Tender Form; or
  - (b) In the case of a successful tenderer, *if* the tenderer fails:
    - (i) To sign the contract in accordance with paragraph 2.26.

**or**

    - (ii) To furnish performance security in accordance with paragraph 2.27.
  - (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 120 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 nonresponsive.
- 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 procuring entity shall prepare a tender document.
- 2.14.2 The filled tender document 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 deposit tender documents in the tender box as provided in the advert.

## **2.16 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the Procuring entity at the address specified in the appendix to instructions to tenderers not later than as per advert.



2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **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 procuring entity 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 deadline for 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.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, as per tender advert. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names will be announced at the opening.

2.18.3 The procuring entity will prepare minutes of the tender opening which 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 procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

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

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity 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 No 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 Procuring entity may waive any minor informality or nonconformity 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 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity 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 procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to 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 Procuring entity'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 that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

### **(a) *Operational Plan.***

The Procuring entity 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's 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. Tenders will be evaluated on the basis of this base price. 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 Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender 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.

## **2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity 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 procuring entity 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 Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 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 Procuring entity deems necessary and appropriate.

2.24.3 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 the Procuring entity will

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

**b) Award Criteria**

2.24.4 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderers, at least 7 in number based on framework contracting, whose tender have been determined to be substantially responsive and has been determined to be the lowest evaluated tenders, provided further that the tenderers are determined to be qualified to perform the contract satisfactorily.

2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.6 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 Procuring entity will notify the successful tenderers 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 procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 The Procuring entity will promptly notify each unsuccessful Tenderer.

**2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that 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 Procuring entity.

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 Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

**2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity 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 procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers																														
2.1	Particulars of eligible tenderers: <b>Firms Offering Legal Services Registered in Kenya.</b>																														
2.2.2	Price to be charged for tender documents. <b>Free of Charge for those who download the document from the County Government of Nyamira website <a href="http://www.nyamira.go.ke">www.nyamira.go.ke</a>, public procurement information portal; <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></b>																														
2.10	Particulars of other currencies allowed. <b>None</b>																														
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Please see Mandatory requirements on 2.22 below</b>																														
2.12.1	Particulars of tender security if applicable. <b>Not Applicable</b>																														
2.12.4	Form of Tender Security: <b>Not Applicable</b>																														
2.13	Validity of <b>Tenders 120 days after date of Tender Opening.</b>																														
2.14.1	Copies of Tender Documents to be Submitted: <b>An original and one (1) copy</b>																														
2.16.1	Address of Receiving Tenders: <b>Completed Tender Documents should be deposited in the tender box provided at The County Government of Nyamira's Offices, 1st<sup>th</sup> floor, County Government of Nyamira Headquarters or be addressed to:</b>  <b>County Secretary, County Government of Nyamira, P. O. Box 434- - 40500, NYAMIRA</b>																														
2.22	<p><b>Evaluation and comparison of Tenders:</b> The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.</p> <p><b><u>STAGE ONE: MANDATORY REQUIREMENTS (MR)</u></b></p> <p><b>THE FOLLOWING REQUIREMENTS MUST BE MET IN TOTALITY BY THE TENDERER:-</b></p> <table border="1" data-bbox="383 1204 1453 1870"> <thead> <tr> <th data-bbox="383 1204 488 1274">NO.</th> <th data-bbox="488 1204 1247 1274">REQUIREMENTS</th> <th data-bbox="1247 1204 1453 1274">RESPONSIVE OR NOT RESPONSIVE</th> </tr> </thead> <tbody> <tr> <td data-bbox="383 1274 488 1344">MR1</td> <td data-bbox="488 1274 1247 1344"><b>MUST SUBMIT A COPY OF CERTIFICATE OF INCORPORATION/Registration</b></td> <td data-bbox="1247 1274 1453 1344"></td> </tr> <tr> <td data-bbox="383 1344 488 1378">MR2</td> <td data-bbox="488 1344 1247 1378"><b>SUBMIT VALID BUSINESS PERMIT FROM ANY COUNTY GOVERNMENT IN KENYA.</b></td> <td data-bbox="1247 1344 1453 1378"></td> </tr> <tr> <td data-bbox="383 1378 488 1413">MR3</td> <td data-bbox="488 1378 1247 1413"><b>SUBMIT A COPY OF VALID TAX COMPLIANCE CERTIFICATE.</b></td> <td data-bbox="1247 1378 1453 1413"></td> </tr> <tr> <td data-bbox="383 1413 488 1448">MR4</td> <td data-bbox="488 1413 1247 1448"><b>MUST FILL THE FORM OF TENDER, SIGN, DATE &amp; STAMP IT ACCORDINGLY.</b></td> <td data-bbox="1247 1413 1453 1448"></td> </tr> <tr> <td data-bbox="383 1448 488 1518">MR5</td> <td data-bbox="488 1448 1247 1518"><b>MUST SUBMIT A DULLY FILLED UP CONFIDENTIAL BUSINESS QUESTIONNAIRE IN FORMAT PROVIDED</b></td> <td data-bbox="1247 1448 1453 1518"></td> </tr> <tr> <td data-bbox="383 1518 488 1588">MR6</td> <td data-bbox="488 1518 1247 1588"><b>MUST SUBMIT CR12 AND IDENTITY CARDS (IDS) COPY OR PASSPORT FOR EVERY DIRECTOR APPEARING ON CR12 NOT APPLICABLE FOR SOLE PROPRIATORS/BUSINESS NAMES.</b></td> <td data-bbox="1247 1518 1453 1588"></td> </tr> <tr> <td data-bbox="383 1588 488 1682">MR7</td> <td data-bbox="488 1588 1247 1682"><b>FURNISH A DULY SIGNED, DATED AND STAMPED DECLARATION IN FORMAT PROVIDED THAT AS THE BIDDER, YOU HAVE NOT BEEN DEBARRED FROM PARTICIPATING IN PROCUREMENT PROCEEDINGS</b></td> <td data-bbox="1247 1588 1453 1682"></td> </tr> <tr> <td data-bbox="383 1682 488 1776">MR8</td> <td data-bbox="488 1682 1247 1776"><b>FURNISH A DULY SIGNED, DATED AND STAMPED DECLARATION IN FORMAT PROVIDED THAT AS THE BIDDER, YOU HAVE NOT BEEN CONVICTED OF CORRUPT OR FRAUDULENT PRACTICES; AND THAT YOU ARE NOT GUILTY OF ANY SERIOUS VIOLATION OF FAIR EMPLOYMENT LAWS AND PRACTICES.</b></td> <td data-bbox="1247 1682 1453 1776"></td> </tr> <tr> <td data-bbox="383 1776 488 1870">MR.9</td> <td data-bbox="488 1776 1247 1870"><b>FILL THE (IFMIS) FORM ATTACHED ON THE LAST PAGE BY PROVING THE RELEVANT INFORMATION REQUIRED ON EACH ROW</b></td> <td data-bbox="1247 1776 1453 1870"></td> </tr> </tbody> </table> <p><b>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</b></p>	NO.	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE	MR1	<b>MUST SUBMIT A COPY OF CERTIFICATE OF INCORPORATION/Registration</b>		MR2	<b>SUBMIT VALID BUSINESS PERMIT FROM ANY COUNTY GOVERNMENT IN KENYA.</b>		MR3	<b>SUBMIT A COPY OF VALID TAX COMPLIANCE CERTIFICATE.</b>		MR4	<b>MUST FILL THE FORM OF TENDER, SIGN, DATE &amp; STAMP IT ACCORDINGLY.</b>		MR5	<b>MUST SUBMIT A DULLY FILLED UP CONFIDENTIAL BUSINESS QUESTIONNAIRE IN FORMAT PROVIDED</b>		MR6	<b>MUST SUBMIT CR12 AND IDENTITY CARDS (IDS) COPY OR PASSPORT FOR EVERY DIRECTOR APPEARING ON CR12 NOT APPLICABLE FOR SOLE PROPRIATORS/BUSINESS NAMES.</b>		MR7	<b>FURNISH A DULY SIGNED, DATED AND STAMPED DECLARATION IN FORMAT PROVIDED THAT AS THE BIDDER, YOU HAVE NOT BEEN DEBARRED FROM PARTICIPATING IN PROCUREMENT PROCEEDINGS</b>		MR8	<b>FURNISH A DULY SIGNED, DATED AND STAMPED DECLARATION IN FORMAT PROVIDED THAT AS THE BIDDER, YOU HAVE NOT BEEN CONVICTED OF CORRUPT OR FRAUDULENT PRACTICES; AND THAT YOU ARE NOT GUILTY OF ANY SERIOUS VIOLATION OF FAIR EMPLOYMENT LAWS AND PRACTICES.</b>		MR.9	<b>FILL THE (IFMIS) FORM ATTACHED ON THE LAST PAGE BY PROVING THE RELEVANT INFORMATION REQUIRED ON EACH ROW</b>	
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	<p><b><u>STAGE 2: TECHNICAL EVALUATION</u></b></p> <p>This section (Technical Evaluation) will carry a total of 100% of the whole evaluation.</p> <table border="1" data-bbox="383 2145 1409 2515"> <thead> <tr> <th data-bbox="383 2145 488 2214">No.</th> <th data-bbox="488 2145 789 2214">Evaluation Attribute</th> <th data-bbox="789 2145 1122 2214">Weighting Score</th> <th data-bbox="1122 2145 1265 2214">Max. Score (%)</th> <th data-bbox="1265 2145 1409 2214">Tender's Response</th> </tr> </thead> <tbody> <tr> <td data-bbox="383 2214 488 2381">T.S.1</td> <td data-bbox="488 2214 789 2381">Number of years in the business of Providing Legal Services – Provide documentary evidence such as Local Service Orders or equivalent etc</td> <td data-bbox="789 2214 1122 2381"> <ul style="list-style-type: none"> <li>5 years and above – 25%</li> <li>Others prorated at:  <math display="block">\frac{\text{Number of Years} \times 25\%}{5}</math></li> </ul> </td> <td data-bbox="1122 2214 1265 2381">25%</td> <td data-bbox="1265 2214 1409 2381"></td> </tr> <tr> <td data-bbox="383 2381 488 2515">T.S. 2</td> <td data-bbox="488 2381 789 2515">Provide a list of clients and give references to which successful provision of Legal Services were made</td> <td data-bbox="789 2381 1122 2515"> <ul style="list-style-type: none"> <li>2 or more Clients with references letters from the clients – 30%</li> <li>Others prorated at:</li> </ul> </td> <td data-bbox="1122 2381 1265 2515">30%</td> <td data-bbox="1265 2381 1409 2515"></td> </tr> </tbody> </table>	No.	Evaluation Attribute	Weighting Score	Max. Score (%)	Tender's Response	T.S.1	Number of years in the business of Providing Legal Services – Provide documentary evidence such as Local Service Orders or equivalent etc	<ul style="list-style-type: none"> <li>5 years and above – 25%</li> <li>Others prorated at:  <math display="block">\frac{\text{Number of Years} \times 25\%}{5}</math></li> </ul>	25%		T.S. 2	Provide a list of clients and give references to which successful provision of Legal Services were made	<ul style="list-style-type: none"> <li>2 or more Clients with references letters from the clients – 30%</li> <li>Others prorated at:</li> </ul>	30%																
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Instructions to tenderers	Particulars of appendix to instructions to tenderers				
			<u>Number of Clients' x 30%</u> 5		
	T.S. 3	Financial Strength Provide audited accounts for the last two years(2yrs) or where the firm has been in operation for less than 2 years attach certified Management Accounts  For Business Names – provide Bank Statements for the last 5 months	<ul style="list-style-type: none"> <li>• Two years audited accounts – 15%</li> <li>• One year audited accounts – 10%</li> </ul> Five months bank statements 15% others prorated at 3% per month.	15%	
	T.S. 4	Physical Facilities Provide details of physical address and contacts – attach evidence	Details of physical address and contacts with copy of title or lease document with latest utility bill 20%	20%	
	T.S. 5	Number of partners	6 and above partners 4% 3-5 partners 2% 1-2 partners 1%	<b>4%</b>	
		Number of Associates	6 and above partners 4% 3-5 partners 2% 1-2 partners 1%	<b>4%</b>	
		Number of Support Staff	5 and above 2% 2-3 1%	<b>2%</b>	
	<p>Only bidders who score 50% and above will be subjected to commercial evaluation. Those who score below 50% will be eliminated at this stage from the entire evaluation process and will not be considered further.</p> <p><b><u>STAGE THREE: COMMERCIALEVALUATION</u></b></p> <p>The Commercial submissions for each of the required services i.e. Legal Services will be awarded based on the lowest service charge for each category above.</p>				
2.24	Particulars of post – qualification if applicable. <b>The County Government of Nyamira may inspect the premises and confirm details</b>				
2.27	Particulars of performance security if applicable. None				
Other's as necessary	Complete as necessary. <b>None</b>				

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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## 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 therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor" 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 superseded 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

### 3.4 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

### 3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 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.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
  - a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### 3.6 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections 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 subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### **3.8 Prices**

3.8.1 Prices charged by the service provider 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 or in the procuring entity'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.

### **3.9 Assignment**

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

### **3.10 Termination for Default**

3.10.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### **3.11 Termination of insolvency**

The procuring entity may at the anytime 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 procuring entity.

### **3.12 Termination for convenience**

3.12.1 The procuring entity 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 procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

3.13.1 The procuring entity's 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.

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

### **3.14 Governing Language**

3.14.1 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 the same language.

### **3.15 Force Majeure**

3.15.1 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.



**3.16 Applicable Law.**

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

**3.17 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**

- 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 over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: <b>None</b>
3.7	Specify method Payments. <b>Payments to be made on monthly basis after the services have been rendered.</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>Client: The County Government of Nyamira P. O. Box 434-40500, Nyamira</b>
Other's as necessary	Complete as necessary

## SECTION V

### 1. SCHEDULE OF REQUIREMENTS / DESCRIPTION OF SERVICES

#### Particulars

The County Government of Nyamira has a need for provision of Legal Services from time to time.

**Table 1: General Service specifications**

1. The county Government of Nyamira intends to procure by way of open tender (2Year) indefinite quantity frame work contract the services of competent law firms and qualified lawyers –
  - 1.1 To be listed on its panel for two (2) year period between July 2019 to 30<sup>th</sup> June 2021, or as may be extended.
  - 1.2 To offer a myriad services as may from time to time be required over the period in question
2. The scope of the legal services being procured includes but not limited to: **Civil Litigation and Practice, Commercial Law, Energy Law, Public Procurement and Disposal Law, Public Finance Law, Labor Law, Constitutional Law, Arbitration and Alternative Dispute Resolution Law and Practice Tax Law, Land Law and Conveyancing, Public Private Partnership Law, International Law, Project Finance, And Environmental Law.** This will also include provision of expert advice and opinions on
3. The law firms should attach their profiles stating the type of cases / matters handled and their success rate in litigation and commercial transactions.
4. The profile should indicate experience in handing matters before the different courts and tribunals.
5. The firms should also provide a list of clients handled which should include government departments and parastatals, international companies and international organization; and the types of matters handled.
6. **Firm's History**

**The following information should be included:**

  - Period for which the law firm has been in operation
  - Number of partners and their standing in the bar
  - Number of associates and their standing in the bar
  - Number of pupils
  - Number of paralegal staff
  - Number of support staff
  - Areas of practice & specialization
  - Whether the firm is a member of an international consortium of lawyers or members of international legal bodies
7. **Facilities**

The firm should possess facilities like a modern legal library, access to online law reports or other legal resources, computers, internet connectivity etc to enable them provide adequate services and facilitate real –time communication.
8. **Payment of Fees / Cost**

The County Government of Nyamira consider Law firms that offer the right balance of value for money as measured by the quality of legal services offered.

Law firms will be required to identify ways in which legal cost for any significant or complex matter can be mitigated. The payment of fees will be based on the Advocates Remuneration Order, capped or as may be agreed between the firms and the County Government of Nyamira and or as applicable to the case or matter being handled.
9. Without prejudice to the contents of paragraph 8 the County Government of Nyamira recognizes that the present 5<sup>th</sup> Schedule of the Advocates Remuneration Order (Schedule V) under the Advocates Act, 2014, provides for an hourly billing system or an amount fixed by agreement between the County Government of Nyamira and the Firm.
10. Law firms are required to fill in the table below (Hourly billing table). If and when the issue of hourly billing arises from the performance of services instructed within the two year period, where County Government of Nyamira Consents, the parties will refer to the table 10.1 below as a basis for discussion and determination of fees payable.

**2. PRICE SCHEDULE OF SERVICES PURSUANT TO THE ADVOCATES REMUNERATION ORDER, 2014 AS AMENDED**

<b>S/no</b>	<b>Name of Professional Staff</b>	<b>Position (<i>Partner or Associate or Assistant</i>)</b>	<b>Hourly Remuneration Rate (KSh.)</b>	<b>Remarks</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Bidder's signature.....Official Stamp.....

Date.....

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Format of Tender Security Instrument** - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **List of Clients** - The form is to be filled in the format provided

**4.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. CGN/T018/2019-2021

To: **County Secretary  
County Government of Nyamira  
P. O. Box 53535-00200  
NYAMIRA**

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide ***Provision of Legal Services*** in conformity with the said Tender documents for the sum of ***[as per the priced schedule of services]*** 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 Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
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.
7. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

*(Name)*

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

**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 *Provision of Legal Services*] and has accepted a tender by the tenderer for the supply of those materials and spares in the 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 Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

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.

<p>Part 1 General</p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No,..... Street/Road.....</p> <p>Postal address ..... Tel No. ....</p> <p>Fax ..... E-MAIL: .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>Name of your bankers.....</p> <p>Branch .....</p>
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	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality..... Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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4. ....	.....	.....	.....																		
	<p>Date..... Signature of Candidate.....</p>																				



**4.5. FORMAT OF TENDER SECURITY INSTRUMENT**

Whereas ..... [*Name of the tenderer*] (Hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (Hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ..... of ..... [*Name of Insurance Company / Bank*] having our registered office at ..... (Hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*](Hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_day of \_\_\_\_\_ 20 \_\_.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This 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 Guarantor not later than the said date.

\_\_\_\_\_  
[Date ]  
\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Signature of the Guarantor]  
\_\_\_\_\_  
[Seal]

**6. PERFORMANCE SECURITY FORM**

To: .....

[Name of the Procuring entity]

WHEREAS.....[name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to

Supply.....

[Description services](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]

(Amend accordingly if provided by Insurance Company)

**SELF-DECLARATION FORMS**

**1. ANTI-CORRUPTION DECLARATION**

We (insert the name of the company / supplier)

.....  
Declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement;  
or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of the county government of nyamira.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that the county government of nyamira may have.

Name .....Signature.....Date .....

Company Seal / Business Stamp

**2. ANTI-FRAUDULENT PRACTICE DECLARATION**

We (insert the name of the company / supplier)

.....  
Declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name .....Signature.....Date .....

Company Seal / Business Stamp

**3. NON - DEBARMENT DECLARATION**

We (insert the name of the company / supplier

.....

Declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name .....Signature.....Date .....

Company Seal / Business Stamp

# IFMIS FORM

## COMPANY IFMIS INFORMATION

S/NO	DESCRIPTION	COMPANY DETAILS
1	COMPANY <b>IFMIS</b> NUMBER	
2	COMPANY NAME / ACCOUNT NAME	
3	BANK NAME	
4	BANK BRANCH NAME	
5	BANK ACCOUNT NUMBER	
6	P.O BOX	
7	TOWN	
8	POSTAL CODE	
9	E-mail Address – must be valid	
10	COMPANY REGISTRATION NUMBER	
11	COMPANY KRA PIN NUMBER	
12	BUSINESS CLASSIFICATION	
13	NAME OF CONTACT PERSON	
14	TELEPHONE NUMBER OF CONTACT PERSON	

Signed by .....

Signature .....

Date and Official Company Stamp

.....