



**REPUBLIC OF KENYA
COUNTY GOVERNMENT OF LAIKIPIA
DEPARTMENT OF FINANCE AND ECONOMIC PLANING
P.O BOX 1271 – 10400**



NANYUKI

Email: info@laikipia.go.ke

TENDER FOR FRAMEWORK CONTRACT FOR PROVISION OF SERVICES AS LISTED BELOW

Each framework document should comprise of a SINGLE CATEGORY. Filling one document for all categories will lead to disqualification.

Indicate the tender number and description:

Category:

Tender description:

.....

PREQUALIFICATION OF PROVISIONAL SERVICES		
TENDER NUMBER	TENDER DESCRIPTION	ELIGIBLE GROUP
LCG/B2/2022/23-24	CLEANING SERVICES INCLUDING OFFICES, CURTAINS, CARPETS AND WINDOW CLEANING.	RESERVATION GROUPS (Frame work contract)
LCG/B6/2022/23-24	CATERING SERVICES.	RESERVATION (frame work contract)
LCG/B12/2022/23-24	EVENTS ORGANIZATION INCLUDING PROVISION OF TENTS AND CHAIRS	RESERVATION GROUPS (Frame work contract)
LCG/B13/2022/23-24	AIR TRAVEL AND TICKETING SERVICES.	OPEN (frame work contract)
LCG/B41/2022/23-24	PROVISION OF CLEANING AND SANITARY SERVICES.	RESERVATION GROUPS (frame work contract)
LCG/B50/2022/23-24	PROVISION OF WIDE AREA NETWORKS AND MPLS.	RESERVATION GROUPS (frame work contract)
LCG/B56/2022/23-24	PROVISION OF STAFF COUNSELLING SERVICES.	RESERVATION GROUPS (framework contract)
LCG/B63/2022/23-24	MAINTENANCE OF SEWERAGE AND STORM WATER SYSTEM EMPTYING AND CLEANING SOAK PITS AND SEPTIC TANKS.	OPEN (frame work contract)

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PROVISION OF SERVICES FOR FRAMEWORK CONTRACT

SECTION I INVITATION TO TENDER

FRAMEWORK CONTRACT FOR PROVISION OF SERVICES AS FOLLOWS;

The County Government of Laikipia (CGL) invites sealed bids from reputable firms for Framework Contract for **provision of services** as listed above to be used in different departments in the County for a period of three **years**. The proposed service should meet the quality specified by County Government of Laikipia.

Interested eligible candidates may obtain further information from and inspect the tender documents at the County headquarters in Nanyuki opposite Nanyuki Mall, or download the tender document from the county website www.laikipia.go.ke or contact the Head of Supply Chain for More Information at josephine.njoki@laikipia.go.ke.

Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for period of (150) days from the closing date of the tender.

Bidders are required to undertake serialization of all bid documents as per the requirements of the Public Procurement and Asset Disposal Act (PPADA) 2015 clause 74(1) (i) to safeguard loss of documentation during and after evaluation

Completed tender documents in plain, sealed envelope clearly marked **(LCG/ B.../2022/23-24)**
FOR FRAMEWORK CONTRACT FOR PROVISION
OF.....

.....

.....

to be address as shown below and deposited in our tender box locatedcounty headquarters in Nanyuki opposite Nanyuki Mall so as to reach us on or before **TUESDAY 18TH OCTOBER,2022 at 9:00 AM**

The Head of Supply Chain Management
County Government of Laikipia
P.O. Box 1271-10400
NANYUKI,

Tenders will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the County Government headquarters

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the provision of service by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 County Government of Laikipia's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

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.

2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- 2.3.2
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract

- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.3.3 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

2.5.2 A prospective tenderer requiring any clarification of the tender document may notify the procuring entity in writing or by post at the procuring entity's address indicated in the Invitation to Tender. The procuring entity will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by County Government of Laikipia. Written copies of the procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.3 The procuring entity shall reply to any clarifications sought by the tenderer within 7 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 amendment.

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.5.3 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 exchange by the tenderer, shall be written in English language, provided that

any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising of Tender

2.7.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Confidential business questionnaire

2.8 Tender Forms

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 appropriate Price Schedule the unit prices and total tender price of the service to be provided under the contract

2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.9.3 Prices quoted by the tenderer shall be fixed for a period of three years {3} and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.9.4 The validity period of the tender shall be 210 days from the date of opening of the tender.

2.1 Tender Currencies

Prices shall be quoted in Kenya Shillings VAT inclusive.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender are accepted.

2.12.2 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

2.13 Tender Security (Not Required in This Tender)

2.14 Validity of Tenders

2.14.1 Tenders shall remain valid for a period of 150 days after the date of tender opening prescribed by County Government of Laikipia, pursuant to paragraph 2.18. **A tender valid for a shorter period shall be rejected by the procuring entity as non-responsive.**

2.14.2 In exceptional circumstances, the procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.15 Format and Signing of Tender

2.15.1 The tenderer shall prepare one bid document with both technical and financial proposals

2.15.2 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.

2.16 Sealing and Marking of Tenders

2.16.1 The Tenders shall bear, tender number and name in the Invitation for Tenders and the words, **"DO NOT OPEN BEFORE," TUESDAY 18TH OCTOBER, 2022 at 9:00 am**

2.16.2 If the outer envelope is not sealed and marked as required by County Government of Laikipia will assume no responsibility for the tender's misplacement or premature opening.

2.17 Deadline for Submission of Tenders

Tenders must be received by County Government of Laikipia at the address specified not later than **TUESDAY 18TH OCTOBER, 2022 at 9:00 AM**

The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the procurement entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched accordingly. A withdrawal notice

may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.1

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

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

2.20 Opening of Tenders

2.20.1 Tenders will be opened on **TUESDAY 18TH OCTOBER, 2022 at 9:00 AM** in the location specified in the invitation to tender.

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

2.20.3 The procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy

between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 The procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 County Government of Laikipia will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer through correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, County Government of Laikipia will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya. All bidders are advised to quote in Kenya shillings INCLUSIVE OF VAT AND ALL TAXES.

2.24 Evaluation Process

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12 as well as such other information as the procuring entity deems necessary and appropriate.

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

(b) Award Criteria

2.27.4 The procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity Right to accept or Reject any or All Tenders

2.27.5 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 County Government of Laikipia's action

2.28 Notification of Award

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.29 Signing of Contract

- 2.29.1 At the same time as the procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the procuring entity.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of County Government of Laikipia, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive County Government of Laikipia of the benefits of free and open competition;
- 2.31.2 The procurement entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Indicate eligible tenderers-</i> <i>Provision of.</i>
2.14.1	<i>Tender security is not required for this tender</i> <i>Tender security declaration form should be dully filled</i>
2.18.1	<i>Tender closing date on TUESDAY 18TH OCTOBER, 2022 at 9:00 AM</i>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>Performance security not required in this tender</i>

Tender Evaluation Criteria

The tenders submitted will be evaluated in two (2) stages; General Mandatory, and Financial evaluation follows:-

- a. General Mandatory – Pass/Fail
- b. Financial – Lowest cost bidder in each item

Mandatory Requirement

The bids shall undergo a general evaluation process in order to determine bid compliance to the following mandatory requirements. Tenderers are required to comply to the following requirements, failure to which the firm shall not proceed with the next stage of evaluation:

The applications for all services categories as indicated on the advertisement MUST include:

1. Open category

- a. Copies of Certificates
 - i. Certificate of Registration for business names
 - ii. Certificate of incorporation for limited companies
- b. Directors
 - i. Current CR 12 for directors showing the shareholders of the firm for the last six months
 - ii. All Directors' National identity cards, as in the CR12.
 - iii. Copy of national identity cards (IDs) for business names.
- c. A valid copy of business permit.
- d. A Valid copy of Tax Compliance Certificate from Kenya Revenue Authority.
- e. Dully filled, signed & stamped confidential business questionnaire in the format provided.
- f. A copy of certificates of the following where applicable
 - i. NCA Certificates
 - ii. NCA annual Practicing License
 - iii. A valid certificate of EPRA for provision of electrical works – class C 2 and above
 - iv. A copy of registration by valuers for valuation services
 - v. A copy of relevant certification from relevant boards (i.e engineering works, quantity surveyors, architectural consultancy services e.t.c

2. RESERVATION

- a. Copies of Certificates
 - i. Certificate of Registration for business names
 - ii. Certificate of incorporation for limited companies
- b. Directors
 - i. Current CR 12 for directors showing the shareholders of the firm for the last six months
 - ii. All Directors' National identity cards, as in the CR12.
 - iii. Copy of national identity cards (IDs) for business names.
- c. A valid copy of business permit.
- d. A Valid copy of Tax Compliance Certificate from Kenya Revenue Authority.
- e. Dully filled, signed & stamped confidential business questionnaire in the format provided.
- f. A valid copy of AGPO certificate issued by National Treasury (for PWDS attach a copy of disability card from NCPWD council)
- g. A copy of certificates of the following where applicable
 - i. NCA Certificates
 - ii. NCA annual Practicing License
 - iii. A valid certificate of EPRA for provision of electrical works – class C 2 and above
 - iv. A copy of registration by valuers for valuation services
 - v. A copy of relevant certification from relevant boards (i.e engineering works, quantity surveyors, architectural consultancy services e.t.c

All the bidders must strictly fulfill the following criteria. The bidder must submit documentary evidence in support of their claims for the fulfillment of the criteria. The bid received without documentary evidence will be rejected outright.

Note:

Bidders may form joint venture with manufactures /dealers/ established entities to meet the requirements:-

Under this arrangement the following conditions must be met.

- i) A formal partnership agreement /Joint venture Agreement dully signed by all parties.
- ii) The roles of each party must be defined in the arrangement.

However the lead firm will be evaluated in mandatory and financial Evaluation and must meet all the mandatory requirements.

**Only bidders who fulfill the mandatory requirements will qualify for Financial evaluation
Financial Evaluation stage**

The firm achieving the lowest evaluated price in each item shall be recommended for award.

The format for submitting the financial proposal will be as follows: -

**N/B KINDLY ATTACH A PRICE/RATE SCHEDULE OF ALL THE SERVICES
YOU OFFER WHEN DELIVERING THE TENDER CLEARLY INDICATING
WHEN THEY ARE PRONE TO CHANGE**

No.	Service Description	Unit	Qty	Unit Cost Kshs.
1.				

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between County Government of Laikipia 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 Tenderer” 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

3.2.1 These General Conditions shall apply to the extent that they are not superceded 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 Rights

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 County Government of Laikipia 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the procuring entity, in the form provided in the tender documents.
- 3.5.4 The performance security will be discharged by County Government of Laikipia and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer’s performance obligations under the Contract, including any warranty obligations, under the Contract

3.6 Inspection 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 3.8 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 Special Conditions of Contract

3.8 Prices

3.8.1 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 or in the procuring entity's request for tender validity extension as the 23 case may be. No variation or modification to the terms of the contract shall be made except by written amendment signed by the parties.

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

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

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

3.14. Assignment

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

3.15 Subcontracts

3.15.1 The tenderer shall notify procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

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

- (a) if the tenderer fails to 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

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

3.17 Resolution of Disputes

3.17.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.17.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.18 Language and Law

3.18.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.19 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

1.1.1 Provision shall be to procuring entity **as and when required** for a period of two year.

1.1.2 Order will be placed with the supplier by way of an official Service Order (SO)

1.1.3 Orders shall be executed by the supplier as specified on the SO.

1.1.4 Invoice must be received from supplier immediately on provision of service

1.1.5 Credit period shall be 30 days from the receipt of invoice

1.1.6 **RATES:** The rates should be quoted for free delivery and at the procuring entity offices Rates should be strictly quoted for the specification mentioned in the schedule.

1.1.7 The rates quoted shall be valid for a period of two year contract period.

4.1.12 Payment terms: 100% payment will be made not later than 90 days (credit period) after provision of service as per the specification, approved sample inspection and acceptance committee and submitted invoices.

4.1.13 Part payment against partial provision of service will not be made. No payment will be made for the substandard services.

SECTION VI- SCHEDULE OF REQUIREMENTS

SECTION VII - STANDARD FORMS/APPENDIX

1. Form of Tender
2. Confidential Business Questionnaire Form
3. Price schedule
4. Contract Form
5. Tender Securing Declaration form
6. Letter of notification of award
7. Form RB 1

PROVISION OF SERVICES FOR FRAMEWORK CONTRACT

1 FORM OF TENDER-NOT REQUIRED

Date _____

Tender No. _____

To: _____

[Name and address of Employer]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *(Insert equipment description)* in conformity with the said tender documents for the items As per the prices schedule (*specify figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and Authority the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(procuring entity)*.

4. We agree to a bid by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (MANDATORY)

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

Date Signature of Candidate

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <p>• Citizenship details</p>
	<p>Date Signature of Candidate</p>

Part 2 (b) Partnership

Given details of partners as follows:

Name Shares	Nationality	Citizenship Details
1.		
2.		
3.		

PROVISION OF SERVICES FOR FRAMEWORK CONTRACT

	4. 5. 6.																												
	Date Signature of Candidate																												
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 35%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	2.	3.	4.	5.
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Shares																													
1.																										
2.																										
3.																										
4.																										
5.																										
	Date Signature of Candidate																												

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

Signature of tenderer _____

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

PROVISION OF SERVICES FOR FRAMEWORK CONTRACT

4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between
..... [name of Procurement entity] of [country of Procurement entity]
(hereinafter called “County Government of Laikipia) of the one part and.....[name of tenderer]
of[city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS County Government of Laikipia invited tenders for certin service and has
accepted a tender by thetendererfor the provision of the service in the sum
of

.....
[contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer
 - (b) The Schedule of Requirements
 - (c) The Technical Specifications
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of contract; and
 - (f) County Government of Laikipia’s Notification of Award
3. In consideration of the payments to be made by County Government of Laikipia to the tenderer as hereinafter mentioned, the tender hereby covenants with County Government of Laikipia to provide the service and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. County Government of Laikipia hereby covenants to pay the tenderer in consideration of the provisions of the service 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 County Government of Laikipia

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _

(Amend accordingly if provided by Insurance Company)

5. TENDER-SECURING DECLARATION FORM

The Bidders should complete in this Form in accordance with the instructions indicated

Date: Of Bid Submission] Tender No. LCG/B...../2022/23-24

To: County Government of Laikipia

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported
By a Bid-Securing Declaration.

- 2 .We accept that we will automatically be suspended from being eligible for
Bidding in any contract with CA for the period of time of two (2) year, starting on (insert date
) , if we are in breach of our obligation(s) under the bid conditions, because we –
 - (a) Have withdrawn our Bid during the period of bid validity specified
By us in the Bidding Data Sheet; or
 - (b) Having been notified of the acceptance of our Bid by the Purchaser
During the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required,

- 3 .We understand that this Bid Securing Declaration shall expire if we are
Not the successful Bidder, upon the earlier of:
 - (i) Our receipt of a copy of your notification of the name of the
Successful Bidder; or
 - (ii) Thirty days after the expiration of our Tender.

Signed:In the
Capacity of
[Insert legal capacity of person signing the Bid Securing Declaration]

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

Dated on day of [Insert date of signing

7. LETTER OF NOTIFICATION OF AWARD

**COUNTY GOVERNMENT OF LAIKPIA
P.O BOX 1271-10400
NANYUKI**

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

PROVISION OF SERVICES FOR FRAMEWORK CONTRACT

7. FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender
No.....of.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
- 2.

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

- 1.
- 2.

SIGNED..... (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary