

REPUBLIC OF KENYA



**COUNTY GOVERNMENT OF KERICHIO  
DEPARTMENT OF HEALTH SERVICES**

**TENDER DOCUMENT FOR  
SUPPLY AND DELIVERY OF X-RAY  
CONSUMABLES**

**TENDER NO. CGK/T/H/003/2019-2020**

**CLOSING DATE 16<sup>TH</sup> AUGUST, 2018 AT: 10.00  
A.M.**

**COUNTY GOVERNMENT OF KERICHIO  
DEPARTMENT OF HEALTH SERVICES  
P.O BOX 112-20200  
KERICHIO, KENYA.  
TELEPHONE: 052-2021100(1)  
EMAIL: [info@kericho.go.ke](mailto:info@kericho.go.ke)  
WEBSITE: [www.kericho.go.ke](http://www.kericho.go.ke)**

**SUPPLY AND DELIVERY OF X-RAY CONSUMABLES**



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**SECTION I: INVITATION TO TENDER**  
**DATE: 01/08/2019**  
**TENDER REF. NO: CGK/T/H/003/2019– 2020**  
**TENDER NAME: SUPPLY AND DELIVERY OF X-RAY CONSUMABLES**

- 1.1 The County Government of Kericho Department of Health Services invites sealed bids from eligible qualified candidates for *Supply and Delivery of X-ray Consumables* items under a *framework contracting for one financial year (2019-2020)*
- 1.2 Interested and eligible candidates may obtain further information from and inspect the tender document at Supply Chain Department, Kericho County Referral Hospital from 8.30 a.m. to 5.00 p.m. on Mondays to Fridays, except on public holidays.
- 11** Tender Documents with detailed specifications and conditions are obtainable from either the county government of Kericho website ([www.kericho.go.ke](http://www.kericho.go.ke)) Or <http://supplier.treasury.go.ke> alternatively, a complete set of the document may be purchased upon payment of a non-refundable fee of **Ksh. 1000/-** at the Hospital's cash office.
- 12** Completed tender document plus one copy should be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Tender Box A** situated at **2<sup>nd</sup> Floor**, administration block Kericho County Referral Hospital or be addressed to:
- The Chief Officer, Health Services,  
Kericho County Referral Hospital,  
P. O. Box 112-20200  
KERICHO**
- So as to be received on or before **16<sup>th</sup> August, 2019 at 10.00 a.m**
- 13** Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 14** All Tenders must be accompanied by a Tender security of **Kshs. 100,000/-** in form of Bank guarantee, Banker's cheque, Guarantee(s) from deposit taking Micro Finance Institutions, Youth or Women Development Enterprises, Saccos or Insurance Companies approved by PPRA, valid for at least 120 days after the date of tender opening.

- 15** Tenderers are required to ensure that all pages of the tender document are chronologically numbered, indexed and bound. Loose tender document will be declared non- responsive.
- 16** Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at a venue to be advised by the Tender Opening Committee.

**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 eligible tenderers as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the Supply of goods by the intended completion date specified in the tender documents.
- 2.1.2** The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 66 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 goods 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 Eligible Goods

- 2.2.1** All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2** For purposes of this clause, “origin” means the place where the goods are mined, grown or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3** The origin of goods is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

### 2.3 Cost of Tendering

- 2.3.1** 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.
- 2.3.2** The price to be charged for this tender document shall be **Kshs.1,000.00** or may be obtained free at county website: [www.kericho.go.ke](http://www.kericho.go.ke) or <http://supplier.treasury.go.ke>
- 2.3.3** All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

## **2.4. Contents of Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers
- 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 Security Form/Tender security Declaration form
  - xi Bank Guarantee for Advance Payment Form
  - xii Manufacturer's Authorization Form
  - xiii Confidential Business Questionnaire Form
  - xiv Declaration form
- 2.4.2 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.

## **2.5 Clarification of Tender Documents**

- 2.5.1 A prospective tenderer making inquiry of the tender documents may notify the Procuring entity in writing or by post 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 not 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 that have received the tender document.
- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Tender Documents**

- 2.6.1 At any time prior to the deadline for submission of tender, 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.
- 2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 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.

## **2.7 Language of Tender**

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, 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.

## **2.8 Documents Comprising the Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components.
- (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 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Form**

- 2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall all costs including taxes, insurance and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract and not subject to any 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

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to instructions to Tenderer.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. The tenderers 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Document**

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristic of the goods
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) year, following commencement of the use of the goods by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c ) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount not exceeding 0.5-2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

- a) A bank guarantee
- b) Bank draft issued by a reputable bank located in Kenya or abroad.
- c) Guarantee issued by a reputable insurance company approved by the Authority
- d) Letter of credit.
- e) Security from Deposit taking micro finance institution, Sacco Societies, Youth or Women Enterprise Funds

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender Validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 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 2.27 or
  - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

## **2.15 Validity of Tenders**

2.15.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 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.

## **2.16 Format and Signing of Tender**

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- a) Be addressed to the Procuring entity at the address given on the Invitation to Tender: -

**The Chief Officer, Health Services,  
Kericho County Referral Hospital  
P. O. Box 112-20200,  
KERICHO**

- b) Bear the tender number and name in the Invitation to Tender and the words “**DO NOT OPEN BEFORE 16<sup>th</sup> August, 2019 at 10.00 a.m.**”

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

- a) Tenders must be received by the Procuring entity at the address specified under paragraph not later than **16<sup>th</sup> August, 2019 at 10.00 a.m.**

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, 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

2.18.2 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

## **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 Procuring 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 in accordance with the provisions of paragraph 2.17. 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 2.14.7

## **2.20 Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 a.m. on 16<sup>th</sup> August, 2019** at hospital boardroom a venue to be advised by the Tender Opening Committee.

- 2.20.1 The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.
- 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 the Procuring entity, 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 the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination and Responsiveness**

- 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 may be 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 effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

2.23.1 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.

## **2.24 Evaluation and Comparison of Tenders**

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 30days 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 contract after notification of contract award shall be considered for debarment from participating in future public procurement.

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

## **2.25 Contacting the Procuring Entity**

2.25.1 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.

2.25.2 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.

## **2.26 Award of Contract**

### **(a) Post-Qualification**

2.26.1 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.

2.26.2 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 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 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**

2.26.4 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, provided further that the tenderer is determined to be qualified to perform the Contract satisfactorily.

**(c) Procuring Entity's Right to vary quantities.**

2.26.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

**(d) Procuring Entity's Right to Accept or Reject Any or All Tenders**

2.26.6 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 on the grounds for the procuring entity's action

**2.27 Notification of Award**

- (a) 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.
- (b) The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneously other tenderers shall be notified that their tenders have not been successful.
- (c) Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful

**2.28 Signing of Contract**

- (a) 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.

- (b) 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.
- (c) 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 Performance Security**

- (a) 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.
- (b) Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 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.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 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 regulation, the following terms are defined as follows;

- (a) '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
- (b) 'fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring entity, 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 the procuring entity of the benefits of free and open competition;

2.30.2 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.

2.30.3 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.

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
<b>2.1.1</b>	The invitation is open to all qualified and eligible candidates
<b>2.11.1</b>	Any price quoted in foreign currency will be converted to Kenya Shillings at the mean rate of the Central Bank of Kenya ruling at the closing date of the tender.

2.12.2

**Evaluation and Comparison of Tenders:**

The tenders will be evaluated in three stages as follows:

**Stage One: Preliminary Evaluation Mandatory Requirements.**

The following under- listed documents MUST be submitted in the following order:-

1. Current Practicing License from *Pharmacy and Poisons Board*
2. Certificate of Incorporation or Registration.
3. Valid Tax Compliance Certificate.
4. Valid Trade Licence or Single Business Permit.
5. Original bid bond Kshs. **100,000/-**.
6. Duly filled, signed and stamped form of tender.
7. Submit signed and stamped audited accounts of year ending 2017 and 2018.
8. Duly filled, signed and stamped Price Schedule of Requirements
9. Duly filled, signed and stamped business questionnaire
10. Proof of access to liquid assets of not less than Ksh.1 million evidenced by either:
  - a) Current bank statement for the last 6 months preceding tender opening date.
  - b) Letter of line of credit from an approved financial institution.
11. A sworn statement or declaration stating that:-
  - a) The firm has not been debarred from participating in any public procurement by PPRA.
  - b) The firm has not been engaged in any unethical, corrupt, collusive or fraudulent activities in public procurement matters.
  - c) The firm has not been declared bankrupt, insolvent or under receivership.
  - d) The firm is not guilty of any violation of fair employment law practices.
  - e) Declaration that the firm will not engage in any corrupt or fraudulent practice.
12. Copy of recent CR12 form from registrar of companies.
13. All pages of original and copy of the tender documents submitted MUST be sequentially serialized by the tenderer.

**N/B:** 100% compliance by tenderer shall be required to proceed to the next evaluation stage. Failure to provide any of the listed requirements shall lead to disqualification. Previous poor performance record will lead to automatic disqualification

	<p><b><u>B) Stage Two: Technical Evaluation</u></b></p> <p>i) Bidders must provide evidence of having done at least three (3 no.) similar assignments by providing copies of orders and proof of contract performance from current major clients. (30 marks)</p> <p>ii) Provide a list of at least two (2 no.) key personnel and their qualifications. Attach CVs and academic certificates.(20mks)</p> <p>Candidates that will have passed Technical Evaluation (i.e. those that offer item which is compliant with the desired technical specifications will have their financial proposals evaluated, pass mark shall be (30marks).</p> <p><b><u>C) Stage Three: Price Analysis.</u></b></p> <p>a) The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract taking into account the prevailing market price.</p> <p>b) The lowest quoted price among bidders will be adopted for all firms that qualify under preliminary, technical and financial evaluation taking into account the prevailing market price.</p> <p>Determination of evaluated price for each bid will be based on the following:</p> <p>(a) Conversion of all tender to same currency using inform exchange rate Prevailing at closing of tender.</p> <p>(b) Application of any-discount offered on tender comparison of prevailing actual market price.</p>
2.5.1	The Hospital will respond in hard copy or electronic format to any request of Clarification of the tender documents which it receives not later than four (4) days prior to the deadline for tender submission.
2.14.1	All Tenders must be accompanied by original tender security of <b>Kshs.100,000/-</b> in form of a Bank guarantee, Banker's cheque, Guarantee(s) from deposit taking Micro Finance Institutions, Youth or Women Development Enterprises, Saccos or Insurance Companies, valid for at least 120 days after the date of tender opening.
2.18.1	Tenders must be submitted on or before the closing date, not later than <b>16<sup>th</sup> August , 2019 at 10.00 a.m.</b>
2.20.1	The Hospital will open all tenders in the presence of tenderer's representatives, who choose to attend on <b>16<sup>th</sup> August, 2019 at 10.00 a.m.</b>
2.26.3	Post – Qualification exercise may be undertaken where appropriate. This exercise may be conducted by obtaining confidential references from person with whom the tender has had prior engagement. The second tier may involve undertaking further due diligence by carrying out field visit.
2.29.1	Performance security in form of a Bank guarantee, guarantee(s) from Deposit taking Micro finance institutions, Youth or Women Development Enterprises, Saccos or Insurance Companies shall be required. This shall be the amount specifically stipulated on the award letter and must be submitted within 30 days after receipt of notification of award letter.

**NOTE: Ensure that all your tender submission are bound, indexed and chronologically numbered.**



### SECTION III: GENERAL CONDITIONS OF CONTRACT

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## **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 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

3.5.1 The Candidate shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

3.6.1 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 Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

3.7.1 Within thirty (30) 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.

3.7.2 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.

3.7.3 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
- b) Such insurance guarantee approved by the Authority
- c) Irrevocable Letter of credit issued by reputable bank located in Kenya or abroad.
- d) Security from Deposit taking micro finance institution, Sacco Societies, Youth or Women development Enterprises Funds.

3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and / or at the goods' final destination if conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect test and where necessary, reject the goods after the goods arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Procuring entity or its representative prior to the goods delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.13.3 This will be a framework contracting for *one (1) financial year (2019-2020)* which shall be subject to mid-term performing review after *12 months* to determine continuation or termination.

3.13.4 Price variation requests 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 the 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 deliver any or all of the goods 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

### **3.17. Liquidated Damages**

3.17.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18. Resolution of Disputes**

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.19. Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

### **3.20. Force Majeure**

3.20.1 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.

### **3.21 Notices**

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.22.2 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. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

The following are special conditions of contract as relates to the GCC.

### 1 Standards (GCC 3.4)

GCC 3.4 (i) Tenderers are required to submit literature/ brochure for all the items tendered for, for evaluation purposes.

- (ii) The literature/ brochure submitted must conform to the technical specifications (section vi)
- (iii) Literature/ brochure must be submitted on or before the closing date of the tender as indicated in the tender documents, properly marked and submitted with a delivery note. No literature/ brochure will be accepted after the specified time.
- (iv) No tender document will be accepted after the official closing time as specified on the advertisement and tender documents.
- (v) Tenderers' are required to indicate the after sales service
- (vi) The literature/ brochure will be evaluated by the Hospital's Technical Evaluation Committee with reference to the tender specifications.

### 2. Use of contract documents and information (GCC 3.5)

GCC 3.5.3 (i) Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tenderer who doesn't adhere to this condition will automatically be disqualified.

### 3. Inspection and Tests (GCC 3.8)

GCC 3.8.1 (i) The Hospital may carry out inspection and tests by visiting the premises/Go downs to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the equipment(s) quoted for conform to the contract specification.

### 4. Packing (GCC 3.9)

GCC 3.9.1 The goods must be packed in order to prevent their damage or deterioration during transit to the final destination County Government of Kericho Department of Health Services.

### 5. Delivery and Documents (GCC 3.10)

GCC 3.10.1 (i) The deliveries must be made within the stipulated contract period upon receiving the official order. Delivery must conform to the delivery schedule in the tender.

Failure to deliver within the stipulated period will cause the order to be cancelled.

- (ii) The order is to be confirmed by official local Purchase Order (LPO) duly signed by an authorized Accounting Officer(s), sent as hard copy or as an electronic copy, through official Email addresses.
- (iii) The following documents shall be received by the procuring entity at the time of delivery. Delivery Note accompanied by duplicate copy of LPO.
- (iv) Inspection certificate issued by the nominated inspection agency or the suppliers' factory inspection report if applicable.
- (v) Suppliers invoice showing Goods description, quantity, unit price and total amount.

**6. Insurance (GCC 3.11)**

GCC 3.11.1 The supplier will cover All Risks for any consignment expenses of the goods until they are accepted by the Hospital.

**7. Payment (GCC 3.12)**

GCC 3.12.1 Payment shall be made to the tenderer in full within ninety (90) days for the satisfactory and accepted delivered quantity as provided in the order.

**Prices (GCC 3.13)**

- GCC 3.13.1
- (i) Prices must remain firm and fixed
  - (ii) Prices must remain valid for 120 days after closing of tender
  - (iii) Prices quoted must be inclusive of all Government taxes and delivery charges to **County Government of Kericho Department of Health Services.**
  - (iv) Price quoted must be as per our **“Unit of issue”**

**8. Assignment**

GCC 3.14 The tenderer shall not assign whole/or part of his/her obligations under this contract. The order and the payment will be done and issued to the tenderer and not any other third party.

**9. Liquidated damages (GCC 3.18)**

GCC 3.18.1 (i) If the tenderer fails to deliver and (or) install the items within the period(s) specified in the contract, the Hospital shall without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of delivered price of the delayed items up to a maximum deduction of 10% the delayed goods.

**I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them. Tenderers**

**Name..... Date.....**

**Signature..... Official Rubber Stamp**



## 6.1 GENERAL

- 6.1.1. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, Technical data sheets etc for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the goods offered comply with each specific requirement.
- 6.1.3 All the dimensions and capacities of the goods to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products
- 6.1.4 The tenderers are requested to present information along with their offers as follows;-
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

## SECTION V - SCHEDULE OF REQUIREMENTS

FOR SUPPLY OF IMAGING X-RAY CONSUMABLES			
	Product Name	Pack Size	Unit Price
1	General x-ray film Fuji 35 x 43 cm	100's	
2	General x-ray film Fuji 24 x 30 cm	100's	
3	General x-ray film Kodak 10 x 8 cm	100's	
4	Konica Medical film AGFA 35cmx43cm CT scan film	100's	
5	Sony Medical film 35cmx43cm CT scan film	100's	
6	Contrast media-Ultravist or Omnipaque 100ml	Ampoules	
7	Konica Medical Film 10cm x8cm	100's	
8	Ultra sound gel 5 litres	Litres	
9	Ultra sound paper (Thermal printing paper)	Rolls	
10	Contrast media Ultravist and Omnipaque or Contrapaque 20ml	Ampoules	
11	Barium Sulphate (3.5kg)	Tin	
12	Barium Sulphate 1000ml	Mls	
13	X-ray Envelopes 35.5 x 43.5 cm	No	
14	Compact disc (CDS)	50's	
15	Toilet Paper (TENA)	Rolls	
16	Dental film DF 40	100's	
17	Dental Film DF 50	100's	
18	Chemicals Developer : Rapid to make 20 Litres	Litres	
19	Chemicals Fixer: Rapid to make 20 Litres	Litres	

### NOTE:

- Please quote as per our unit of issue to avoid inconveniences.
- Prices quoted must be inclusive of delivery costs, all applicable taxes/levies e.t.c

**SECTION VII - STANDARD DOCUMENTS**

**FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of procuring entity]*

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 **supply and deliver x-ray consumables** 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 commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. We agree to abide by this Tender for a period of 120 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.

4. 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.

5. 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 \_\_\_\_\_

**8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business. You are advised that it is a serious offence to give false information on this form

<i>Part 1 – General:</i>					
Business Name .....					
Location of business premises. .... Plot					
No.....		Street/Road .....		Postal	
Address .....		Tel No. ....		Fax .....	
..... Email					
Nature of Business,.....					
Registration Certificate No. ....			VAT Reg. No .....		
Maximum value of business which you can handle at any one time – Kshs. ....					
Name of your bankers .....		Branch .....		Bank Account .....	
<b>Part 2 (a) – Sole Proprietor</b>					
Your name in full .....			Age .....		
Nationality .....			Country of origin .....		
No. of employees .....			ID/Passport No. ....		
• Citizenship details .....					
<b>Part 2 (b) Partnership</b>					
Given details of partners as follows:					
	Name	Nationality	Citizenship Details	Shares%	ID/Passport No.
1.	.....				
2.	.....				
3.	.....				
4.	.....				
No. of employees .....					
<b>Part 2 (c) – Registered Company</b>					
Private or Public .....					
State the nominal and issued capital of company-					
Nominal Kshs. ....					
Issued Kshs. ....					
Given details of all Chief Executive Officers as follows;					
	Name	Nationality	Citizenship Details	Shares%	ID/Passport No.
1.	.....				
2.	.....				
3.	.....				
4.	.....				
No. of employees .....					
Date .....					
Signature of Candidate .....					

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

**8.3 TENDER QUESTIONNAIRE**

Please fill in block letters

1. Full names of tenderer

.....  
.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....  
.....

3. Telephone numbers of tenderer

.....  
.....

4. Official Email Address

.....  
.....

5. Name of tenderers representative to be contacted on matters of the tender during the tender period.

.....  
.....

6. Details of tenderers nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone and fax)

.....  
.....  
.....

**Signature and stamp/seal of tenderer**

**8.4 TENDER SECURITY FORM**

Whereas ..... [name of the tenderer]  
(hereinafter called “the tenderer”) has submitted its tender dated ..... [date of submission of  
tender] for the supply, installation and commissioning of .....[name and/or  
description of the equipment]  
(hereinafter called “the Tender”) ..... KNOW ALL PEOPLE  
by these presents that WE ..... of  
..... having our registered office at ..... (hereinafter  
called “the Bank”), are bound unto ..... [name of Procuring entity} (hereinafter called “the  
Procuring entity”) in the sum of ..... for which payment well and truly to  
be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these  
presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]  
(Amend accordingly if provided by Insurance Company)

**8.5. TENDER-SECURING DECLARATION FORM**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: .....  
*[insert date (as day, month and year) of Bid Submission]*

Tender No.: .....*[insert number of bidding process]*

To: .....  
*[insert complete name of Purchaser]*

We, .....the undersigned, declare that:-

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
  - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
  - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

Signed: .....  
*[insert signature of person whose name and capacity are shown]*

In the capacity of .....  
*[insert legal capacity of person signing the Tender Securing Declaration]*

Name: .....  
*[insert complete name of person signing the Tender Securing Declaration]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_*[insert date of signing]*

**8.6 CONTRACT FORM**

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

WHEREAS the Procuring entity invited tenders for certain goods ] and has accepted a tender by the  
tenderer for the supply of those goods in the sum of ..... [contract price in  
words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively  
assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this  
Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) 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 tender hereby covenants with the Procuring entity to provide the goods 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 provisions of  
the goods and the remedying of defects therein, the Contract Price or such other sum as may become  
payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

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

*(Amend accordingly if provided by Insurance Company)*



**8.7 PERFORMANCE SECURITY FORM**

To .....  
[name of 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 of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figure] 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 you 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 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.8 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.9 MANUFACTURER’S AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

WHEREAS .....*[ name of the manufacturer]* who are established and reputable manufacturers of ..... *[name and/or description of the goods]* having factories at ..... *[address of factory]* do hereby authorize ..... *[Name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[Reference of the Tender]* for the above goods manufactured by us.\

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

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*[Signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a competent person

