

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF KERICHO

**RE-TENDER FOR
SUPPLY, DELIVERY,
INSTALLATION, TESTING, AND
COMMISSIONING OF ECHO
ULTRA SOUND MACHINE AT
KAPKATET HOSPITAL.**

TENDER NUMBER: CGK/T/H/011/2019/2020

**County Government of Kericho
P. o. Box 112 - 20200
KERICHO, KENYA**

Telephone: 052-2021100(1)

Email: info@kericho.go.ke

Website: www.kericho.go.ke

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SECTION I – INVITATION TO TENDER

TENDER REF No. CGK/T/H/011/2019/2020

TENDER NAME: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ULTRA SOUND MACHINE AT KAPKATET HOSPITAL.

- 1.1 County Government of Kericho invites sealed tenders from eligible *candidates for Supply, delivery, installation, testing and commissioning of ultra sound machine at Kapkatet Hospital.*
 - 1.2 Interested eligible candidates may obtain further information from the Department of Health Services, Kericho County and inspect the tender documents at county **website** www.kericho.go.ke.
 - 1.3 A complete tender document may be obtained by interested candidates free of charge from the county website: www.kericho.go.ke.
 - 1.4 The tender is only open to those who meet the requirements for eligibility.
 - 1.5 Bidders must **serialize pages** of each bid document submitted.
 - 1.2 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings.
 - 1.3 The tenders shall remain valid for **120 days** from the closing date of the tender.
 - 1.4 Bidders must serialize pages of each bid document submitted
 - 1.5 Bidders must duly fill and sign the **declaration form** (declaration that he has not and will not be involved in corrupt or fraudulent practices).
 - 1.6 Bidders **MUST** submit online bids in addition to hard copy tender document.
 - 1.7 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the **Tender Box A at Administration Block, 2nd Floor – Hospital** or be addressed to:
**The Chief Officer,
Health Services,
County Government of Kericho,
P.O. Box 112,
Kericho.**
- So as to be received on or before **16th August 2019 at 10.00am.**
- 1.8 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at the **conference room at administration Block 2nd floor.**

Chief Officer, Health Services.

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers who meet the requirements for eligibility. Successful tenderers shall supply the goods and/or provide the and services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the hard copy tender document obtained from the procuring entity shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.2.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form

- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.3 Clarification of Documents

2.3.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.3.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.4 Amendment of documents

2.4.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.4.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment in writing and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.5 Language of tender

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

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

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

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

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

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

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

2.12 Tender Security

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

- (i) to sign the contract in accordance with paragraph 30
- or**
- (ii) to furnish performance security in accordance with paragraph 31.

I If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare a technical and financial proposal.
- 2.14.2 The tenderer shall prepare the tender document clearly marking as appropriate.
- 2.14.3 The tender (Technical & Financial Proposal) 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 an amended printed literature, shall be **initialed** by the person or persons signing the tender.
- 2.14.4 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 initiated by the person or persons signing the tender.

Submission of Tenders

2.15 Sealing and Marking of Tenders

- 2.15.1 The Tender document shall be placed in a clearly sealed envelope marked the **Tender Reference number** and **tender name** and be addressed as follows:

**Chief Officer, Health Service,
County Government of Kericho
P.O. Box 112-20200
KERICHO**

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than *16th August 2019 at 10.00am*.
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at *16th August 2019 at 10.00 am* and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

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

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

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

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

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

2.21 **Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 **Evaluation and comparison of tenders.**

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

2.22 **Evaluation and comparison of tenders.**

The procuring entity will use the following evaluation Criteria on the Technical Proposal tender document

A. Preliminary evaluation

The bidder **must** provide **copies** of the following statutory documents. These documents will be used for preliminary evaluation.

The bidder **must** provide **copies** of the following statutory documents. These documents will be used for preliminary evaluation.

1. Certificate of Incorporation or Registration.
2. Valid Tax Compliance Certificate.
3. Letter of Authorization from the manufacturer
4. Valid Trade Licence or Single Business Permit.
5. Original bid bond Kshs. **50,000/-**.
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.

Note: The tenderers who do not meet any of the above criterion shall be declared non responsive and thus disqualified from financial analysis.

2.4.1B. Technical Evaluation Criteria shall be used in evaluating the responsive tenders.

	Evaluation Criteria	Marks %
1	Proof of previous supply of similar equipment's - attach LPO	30
2	Ability to offer service of the equipment-attach a signed service contract of similar Equipment's *where applicable*	20
	TOTAL MARKS	50
	PASS MARK	30

Note: The tenderers who do not meet the pass mark shall be declared non responsive and thus disqualified from further analysis.

B. Financial Evaluation

Comparison of bid price to ascertain the lowest most responsive bidder

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

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

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

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

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

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

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

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

d. Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

2.22 Evaluation and comparison of tenders.

The procuring entity will use the following evaluation Criteria on the Technical Proposal tender document

A. Preliminary evaluation

The bidder **must** provide **copies** of the following statutory documents. These documents will be used for preliminary evaluation.

The bidder **must** provide **copies** of the following statutory documents. These documents will be used for preliminary evaluation.

- 1.** Certificate of Incorporation or Registration.
- 2.** Valid Tax Compliance Certificate.
- 3.** Letter of Authorization from the manufacturer
- 4.** Valid Trade Licence or Single Business Permit.
- 5.** Original bid bond Kshs. **50,000/-**.
- 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:
 - c) Current bank statement for the last 6 months preceding tender opening date.
 - d) 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.

Note: The tenderers who do not meet any of the above criterion shall be declared non responsive and thus disqualified from financial analysis.

2.4.2B. Technical Evaluation Criteria shall be used in evaluating the responsive tenders.

	Evaluation Criteria	Marks %
1	Proof of previous supply of similar equipment's - attach LPO	30
2	Ability to offer service of the equipment-attach a signed service contract of similar Equipment's *where applicable*	20
	TOTAL MARKS	50
	PASS MARK	30

Note: The tenderers who do not meet the pass mark shall be declared non responsive and thus disqualified from further analysis.

B. Financial Evaluation

Comparison of bid price to ascertain the lowest most responsive bidder.

Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenders
2.10	Particulars of other currencies allowed. ONLY KSH.
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Particulars of tender security if applicable. KSH. 50,000.00
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable
Other's as necessary	Complete as necessary

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3.11	Termination for default
3.12	Termination for insolvency
3.13	Termination for convenience
3.14	Resolution of disputes
3.15	Governing language
3.16	Force majeure
3.17	Applicable law
3.18	Notices

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.5 Patent Right's

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

3.6 Performance Security

Within fourteen (14 no) 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.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
 - a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
 - c) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

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.

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.

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments Allowed
23.14	Specify resolution of disputes
3.17	Specify applicable law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary

SECTION V – PRICE SCHEDULE OF REQUIREMENTS

S/N	ITEM	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1				
2				
	TOTAL			

NOTE: Delivery timelines: 3 weeks from signing of contract.

SECTION VI DESCRIPTION OF GOODS/ SERVICES

PRICE SCHEDULE OF SERVICES

Name of Tenderer: _____

Tender Number: _____

SUPPLY, DELIVERY, INSTALLATION AND TESTING OF ECHO ULTRA SOUND MACHINE AT KAPKATET HOSPITAL.

S/N	ITEM	SPECIFICATIONS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	<p>Ultrasound Echo System that can use both a Thermal printer and any A4 size paper printer</p>	<ul style="list-style-type: none"> • Large 21.5-inch high definition LCD display for easy viewing in virtually any environment • Infinite articulation of control panel with tilt/swivel monitor allows for perfect alignment whether sitting or standing (180 degrees of freedom from center) to scan ergonomically • Almost silent when running (37-41dB) – equivalent to the sound of a library • 4 transducer ports • Integrated footrest • Integrated storage shelves and drawer • 4 wheel swivel and swivel/brake lock control • Up to 4,718,592 total digital channels • Exclusive adaptive signal to noise ratio that achieves system dynamic range of up to 280 dB for improved 2D • Powerful distributed multi-core processing architecture capable of achieving 225 x 109 40-bit Multiply-Accumulates/second. Includes 512 GB hard drive • Windows Embedded Standard 7 Operating System • Philips Next Generation SonoCT Real-Time Compounding, with Widescreen capability and up to 9 beam-steered lines of sight that acquires more information and reduces angle-generated artifacts • Philips next generation XRES 	1		

		<p>Adaptive Image Processing for noise and artifact reduction to improve tissue and border definition</p> <ul style="list-style-type: none"> • Fully independent, multiple mode Triplex operation • Integrated Wireless DICOM with WPA2 security (not in the core). 			
		<p>Transducers</p> <p>Advanced Compact connector technology offers pinless design for exceptional reliability and performance</p> <ul style="list-style-type: none"> • Ergonomic designs with lightweight flexible cables • New low-loss technology for better penetration with fewer artifacts • Breakthrough frequency bandwidths and array configurations • Supports 10 transducers including – sector, linear, curved, tightly curved, and mechanical volume transducers 			
		<p>Automation</p> <p>Designed with our most innovative tools to maximize efficiency</p> <ul style="list-style-type: none"> • Intelligent Tissue Specific Imaging • Application-specific and user definable Quicktext Automatic Annotation • Quick SAVE User Defined Programs (up to 45 per transducer) 			

	<p>Data</p> <ul style="list-style-type: none">•On-board workstation-class data management with thumbnail previews and storage of images, loops and reports•Retrospective and prospective clip capture to internal drive or removable media•Ability to send X,Y & Z volume MPR's to most PACS•Ability to export QLAB native data <p>Other Core Features</p> <ul style="list-style-type: none">•Color Power Angio•Tissue Harmonics and Pulse Inversion Harmonic Imaging•2D, M-Mode, Color Flow Doppler, Pulsed Wave Doppler (PW), Chroma Imaging, Pulse Inversion, Cineloop Image•High Definition Write Zoom and Read Zoom with pan features•Chroma Imaging•Measurement tools including: distance, depth, area, and circumference <p>Articulating Arm</p> <p>Extending and fully articulating arm</p>			
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		that enables nearly infinite ergonomic positioning adjustments of the LCD monitor.			
		<p>Radiology Package</p> <p>Includes the following:</p> <ul style="list-style-type: none"> -Abdomen Clinical Option -Vascular Clinical Option (includes TCD) -Pediatric GI Clinical Option -Small Parts Clinical Option -Musculoskeletal Clinical Option -Urology Clinical Option 			
		<p>Abdomen Clinical Option:</p> <ul style="list-style-type: none"> -Tissue Specific Imaging software for specific transducers in Abdominal ultrasound applications -Display optimization software with Tissue Specific presets for abdominal imaging and Doppler applications <p>Allows operation of C6-2, S4-2, L12-4, and L12-5 50mm transducers</p>			
		<p>Vascular Clinical Option:</p> <ul style="list-style-type: none"> -Tissue Specific Imaging software for specific transducers in vascular 			

		<p>ultrasound applications</p> <p>-Display optimization software with Tissue Specific presets for vascular imaging and Doppler applications, including TCD and trans-orbital</p>			
		<p>Analysis software package includes a vascular imaging protocol and report; Provides vascular reporting</p> <p>: Allows operation of L12-4, L12-5 50mm, C6-2, and C8-5transducers.</p> <p>-Includes TCD</p> <p>-Tissue Specific Imaging software for appropriate sector array and non-imaging static Doppler transducers in Trans Cranial Doppler ultrasound applications</p> <p>-Analysis software package includes a TCD protocol and report, and Tissue Specific Imaging settings</p> <p>: Allows operation of S4-2 Transducer.</p> <p>Pediatric</p>			
		<p>GI Clinical Option:</p> <p>-Tissue Specific imaging software for appropriate linear, phased and curved array transducers in pediatric ultrasound applications</p> <p>-Display optimization software with Tissue Specific presets for pediatric</p>			

	<p>imaging and Doppler applications</p> <ul style="list-style-type: none"> -Analysis software package includes a general imaging protocol and report and the following Optional Tools -Hip Angle -d:D Ratio <p>: Allows operation of C6-2, C8-5, S8-3, L12-4 and L12-5 50mm transducers.</p>			
	<p>Small Parts Clinical Option:</p> <ul style="list-style-type: none"> -Tissue Specific Imaging software for linear array transducers in Small Parts ultrasound applications -Display optimization software with Tissue Specific presets for Small Parts imaging and Doppler applications -Analysis software package includes a general imaging protocol and report: Allows operation of L12-4 and L12-5 50mm 			
	<p>Musculoskeletal Clinical Option:</p> <p>The Musculoskeletal Clinical Option was developed to support the expanding application area of musculoskeletal ultrasound. The musculoskeletal Tissue Specific Imaging settings support high</p>			

		<p>resolution broadband transducers including L12-5 50mm and L12-4.</p> <p>These TSI settings enable clinicians to select General or Superficial imaging setting.</p>			
		<p>Urology Clinical Option:</p> <p>-Tissue Specific Imaging software for specific transducers in urology ultrasound applications including renal, ladder and prostate clinical applications.</p> <p>: Allows operation of C6-2 and C9-4v</p>			
		<p>OB Clinical Option:</p> <p>-Tissue Specific Imaging software for specific transducers in obstetrical ultrasound applications</p> <p>-Display optimization software with Tissue Specific presets for obstetrical imaging and Doppler applications</p> <p>-Analysis software package includes obstetrical imaging protocols, report and trending</p> <p>Allows C6-2, V6-2, C9-4v, S8-3, L12-4, L12-5 50mm, eL18-4 and 3D9-3V</p>			
		<p>Fetal Echo Clinical Option :</p> <p>-Tissue Specific Imaging software for specific transducers in fetal echo ultrasound applications</p> <p>-Display optimization software with</p>			

	<p>Tissue Specific presets for fetal echo imaging and Doppler applications</p> <p>-Analysis software package includes a fetal echo imaging protocol and report: Allows operation of C5-1, C6-2, C9-2, C10-4ec, C10-3v, C9-4v, e118-4 and S8-3 transducers</p> <p>: Allows operation of C6-2, C10-4ec, C9-4v and S8-3 transducers</p> <p>: Allows operation of C6-2, C9-4v and S8-3 transducers</p>			
	<p>Gynecology Clinical Option:</p> <p>-Tissue Specific Imaging software for appropriate curved array transducers in Gynecological ultrasound applications</p> <p>-Display optimization software with Tissue Specific presets for Gynecological imaging and Doppler applications</p> <p>-Analysis software packages include imaging protocols and reports for:</p> <p>-Uterus studies</p> <p>-Rt and Lt Ovary studies</p> <p>-Rt and Lt Follicle studies</p> <p>-Pelvic Vasculature</p> <p>: Allows operation of C5-1, C9-2, C10-3v, C9-4v, C10-4ec and 3D9-3v transducers.</p>			

		<p>: Allows operation of C6-2, C9-4v, C10-4ec and 3D9-3v transducers.</p> <p>Allows operation of C6-2, C9-4v and 3D9-3v transducers.</p>			
		<p>Smart Exam</p> <p>SmartExam protocols are easy-to-use customizable guides that help you perform complete studies on every patient. The on-screen menu guides you through the required views for a specific exam type, automatically enters annotation, and builds your report.</p>			
		<p>Panoramic 2D</p> <p>Allows for real-time extended field-of-view composite imaging, acquired in fundamental or SonoCT mode</p>			
		<p>NetLink Dicom</p> <p>Provides network print and store, commit, modality worklist, and structured reporting for adult, pediatric and fetal echo, vascular, and OB/GYN. Integrated Wireless DICOM with WPA2 security capability. Supports secure DICOM transfer. Also enables DICOM Query and Retrieve (optional capability).</p>			
		<p>Auto-Scan</p> <ul style="list-style-type: none"> •Autoscan (real time iSCAN) automatically optimizes gain and TCG continuously to assure you are achieving an optimal image in 2D, 3D 			

		and 4D.			
		<p>aBiometry Assist</p> <p>aBiometry assist is a semi-automated measurement tool for fetal biometry based on Philips Anatomical Intelligent Ultrasound (AIUS).The workflow enhancement measurement tool applies to the following fetal biometric measurements: BPD, HC, OFD, FL and AC.</p>			
		<p>L12-4 Transducer</p> <p>Linear array transducer with 12 to 4 MHz extended operating frequency range for vascular. Can also be used for musculoskeletal, pediatric radiology, small parts, obstretical, and abdominal applications.</p>			
		<p>C6-2 Transducer</p> <p>Curved array transducer with 6 to 2 MHz extended operating frequency range. C6-2 Curved Array for high performance OB/GYN, Abdominal and Interventional applications.</p> <p>Curved array transducer with 6 to 2 MHz extended operating frequency range. C6-2 Curved Array for high performance Fetal Echo and Abdominal applications.</p>			
		<p>C9-4v Transducer</p> <p>Curved array transducer with 9 to 4 MHz extended operating frequency</p>			

		range and 150-degree field of view. Supports 2D, color, PW Doppler, and Color Power Angio imaging for endovaginal applications. Biopsy kit available.			
		Internal B&W Printer Internally mounted and remote controlled, medical grade high resolution black and white thermal printer for image documentation. Uses A7 size paper - 84mm (3 1/2 inch) width.			
		DVD Drive Integrated DVD/CD burning capability for storage of DICOM images or export in JPEG and .avi for PC compatibility.			
		Easy-clip Cable Mgmt Solution Unique cable management system that keeps cables tangle and damage-free, while also decreasing cable strain for greater operator comfort while scanning. Two easy- clips included; enough for four transducers			
		Netys RT 1.7kVA - 12 min 1700VA/1200W 230V 50/60Hz ON-LINE DOUBLE CONVERSION (VFI) TEL LINE PROTECTION, 1xUSB, 1xRS232 BATTERY INCLUDED			

	TOTALS			
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Signature of tenderer _____

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

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

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

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Declaration form

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1.6 Having examined the tender documents including Addenda Nos..

.....
the of which is hereby duly acknowledged, wed, the undersigned, offer to **Supply, Delivery, installation and testing of echo ultrasound machine at Kapkatet Hospital**.In conformity with the said tender documents for the sum of in accordance with the Schedule of Prices attached herewith and made part of this Tender.

1. We undertake, if our Tender is accepted, to supply the goods in accordance with the requirements schedule specified in the Schedule of Requirements.
2. 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.
3. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers</p> <p>Branch</p>

	Part 2 (a) – Sole Proprietor																				
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																				
	Part 2 (b) – Partnership																				
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	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: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
Date.....	Signature of Candidate.....																				

TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

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

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

Of.....having registered office at

[name of procuring entity](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 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)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

[Description services](Hereinafter called “the contract”)

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

