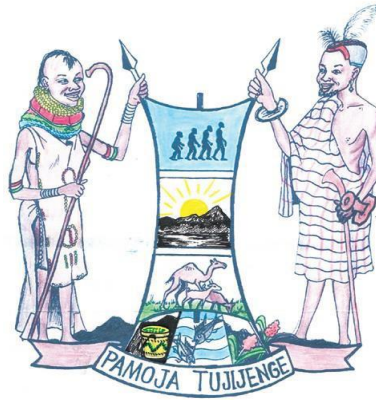


**TURKANA COUNTY GOVERNMENT**



**MINISTRY OF EDUCATION, SPORTS & SOCIAL  
PROTECTION.**

**TENDER No: TCG/ES & SP/63/2017-2018**

**STANDARD TENDER DOCUMENTS**

**SUPPLY AND DELIVERY OF COOKING OIL**

**TURKANA COUNTY GOVERNMENT**

**P.O Box11-30500, LODWAR.**

**SECTION I - INVITATION FOR TENDERS Date: 22<sup>ND</sup> May 2018.**

The Turkana County Government invites sealed tenders from eligible firms for the following tender.

**TCG/EDS & SP/62/2017-2018: SUPPLY AND DELIVERY ECDE FOOD STUFF – VEGETABLE COOKING OIL**

Interested eligible candidates may obtain further information from the office of the **Director Supply chain Management Services, Procurement Department, Office of the Governor- Lodwar** and inspect the tender documents during normal working hours (08.00am-05.00pm) or via email on: [supplychainoffice@turkana.go.ke](mailto:supplychainoffice@turkana.go.ke). A complete set of tender documents may be downloaded from county website: [www.turkana.go.ke](http://www.turkana.go.ke).

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for one hundred and twenty (**120**) days from the closing date of the tender. Completed tender documents are to be enclosed in plain sealed envelopes clearly bearing only the tender number and the title of the tender should be deposited in the Tender Box, outside **Director of Supply Chain Management office, Next to the Governor's Office** and be addressed to:-

**County Secretary  
Turkana County Government  
P.OBox11-30500 Lodwar.**

So as to reach on or before **10:00 AM, Thursday 28<sup>TH</sup> May 2018**. Tenders must be accompanied by tenders security for the amount of Kenya shillings **fifty thousand shillings only (Ksh.50, 000)**. The tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Procurement Board Room.

**DIRECTOR SUPPLY CHAIN MANAGEMENTSERVICES**

**FOR: COUNTYSECRETARY.**

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## **SECTION II - INSTRUCTION TO TENDERERS**

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## **SECTION II - INSTRUCTIONS TOTENDERERS**

### **2.1 Eligible Tenderers**

- . 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Successful Tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- . 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.
- . 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 shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **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.

## **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 the tender document shall not exceed **Kshs.1, 000/=** or free of charge from the website **[www.turkana.go.ke](http://www.turkana.go.ke)**

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

## **2.4 Contents of Tender Documents**

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) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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 Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by 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 3 days of receiving the request



to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

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

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

2.6.3 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.

## **Preparation 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 of Tender**

2.8.1 The tender prepared by the Tenderers shall comprise the following components:-

(a) A Tender Form and a Price Schedule completed in

accordance with paragraph 2.9, 2.10 and 2.11 below

(b) documentary evidence established in accordance with paragraph 2.1.2 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 2.2.1 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 Forms**

2.9.1 The tenderer shall complete the Tender Form 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 and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner;

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and

2.10.1 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.2 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if 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 be established 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 goods' 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 Documents**

2.13.1 Pursuant to 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 a 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 goods for a period of One (1) 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 documentary evidence 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 **Kshs.50,000.00**

2.14.2 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 2.14.7

2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond

the validity of the tender.

2.14.4 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

2.14.5 Unsuccessful Tenderer's tender 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.

2.14.6 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

2.14.7 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; (b) or 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

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to tender after the 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.

2.15.2 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 there to 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 tenderer 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. Written power-of-attorney accompanying the tender shall indicate the latter authorization. The person or persons signing the tender shall initial all pages of the tender, except for unamended printed literature.

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.

## **Submission of Tenders**

### **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 following address: The County Secretary P O Box 11-30500 Lodwar, Kenya. (b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN

BEFORE,” **28<sup>TH</sup> May, 2018 at 10:00 AM EAT (as per Tender Notice).**

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**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **28<sup>TH</sup> May, 2018 at 10:00 AM EAT (as per Tender Notice).**

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

## **2.19 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 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, post marked not



later

than the deadline for submission of tenders.

9.3 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

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

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

## Opening and Evaluation of Tenders

### **2.20 Opening of Tenders**

**2.20.1** The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at Procurement Board Room, Office of the Governor, Lodwar on **28<sup>TH</sup> May, 2018 at 10:00 AM EAT (as per Tender Notice)**.

2.20.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.3 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.

2.20.4 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**

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

2.22.3 The Procuring entity may waive any minor informality

or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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 then on-conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the rate 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 2.22.4.

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account:

(a) in the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the

tenderer; and

(c) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.24.5 and in the technical specifications:

- (a) Delivery schedule offered in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) The cost of components, mandatory spare parts, and service;
- (d) The availability in Kenya of spare parts and after-sales services for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following will be applied:

**(a) *Delivery schedule.***

(i) The Procuring entity requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment of 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.

### ***Bid Evaluation Criteria***

The specifications of the item(s) offered by the bidder will be examined and compared with the requirement's specifications and check lists drawn up for all items showing the main requirements specified and whether or not each bid complies with the requirements.

Certain deviations from the required specifications are critical to the performance (or capacity) or efficient operation of the equipment concerned. Deviations of this type are classified as major deviations. Bids with one or more major deviations from the requirements will in all cases be rejected as technically non-responsive. Deviation from any requirement listed as mandatory in the technical specifications is considered a major deviation.

Deviations which are not critical to the performance or efficient operation of the equipment are considered minor and will not result in rejection of the bid but the bidder will lose points from such deviations.

### ***Technical Evaluation***

Tenderers **MUST** meet all the technical requirements before they proceed to financial evaluation.

**(f) *Financial/Commercial Evaluation*** only bids meeting the technical requirements will be considered for financial evaluation. Financial comparison will be carried out to determine the lowest

Responsive bid.

## **2.25 Preference**

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

## **2.26 Contacting the Procuring entity**

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

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

## **2.27 Award of Contract**

### **(a) Post-qualification**

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender,

in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

2.27.4 Subject to paragraph 10, 23 and 28 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**

2.27.5 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**

2.27.6 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 or any obligation to inform the affected tenderer or Tenderers of the grounds for the Procuring entity's action.

**2.28 Notification of Award**

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

2.28.2 The notification of award will constitute the formation



of the Contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

## **2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **2.30 Performance Security**

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award

and forfeiture of the tender security, in which event the

Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt Fraudulent Practices**

2.31.1 The Procuring entity requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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;

(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corruptor fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corruptor fraudulent practices in competing for, or in executing, a contract.

2.31.2 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.

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

2.31.4 Furthermore, Tenderers shall be aware of the provision stated in the General Conditions of Contract.

## **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:

1. (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.
2. (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
3. (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.
4. (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
5. (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 of goods.

### **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.

3.2.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **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 thereof; 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 5.1 above.

3.5.3 Any document, other than the Contract itself; enumerated in paragraph 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 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 or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 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 on 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 Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost 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 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 manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract

### **3.12 Payment**

3.12.1 Payments shall be made promptly by Government Ministries, Departments or Institutions upon delivery of items procured through purchase orders by the respective entities.

### **3.13 Prices**

3.13.1 Prices shall be net inclusive of all taxes and no variation of prices; except in the case of variation of taxes or other charges payable to the Government.

3.13.2 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.

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

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

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

### **3.14 Assignment**

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

### **3.15 Sub**

**contracts**3.15.1

The tenderer shall notify the Procuring entity in writing of all subcontract 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, Goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar Goods.

### **3.17 Liquidated Damages**

3.17.1 If the tenderer fails to deliver any or all of the goods 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 goods 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 adjudication in an agreed national or international forum, and/or international arbitration.

### **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 stated.

### **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.

## **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 those in the GCC.

4.2 The participating tenderer is expected to furnish the procuring entity with the following documents /information pursuant to clause 2.12 of the instructions to Tenderers:-

- (a) Valid single business permit (2018) from county government, certified copies to be attached
- (b) Reliable communication services e.g. fixed line telephone, fax, P.O. Box, email etc.
- (c) Evidence of past performance – copies of local purchase orders (LPOs) and contracts from established organizations to be attached, if any.
- (d) The tenderer must possess a certificate of incorporation or certificate of registration of business name, certified copy must be attached.
- (e) The tenderer must attach copies of valid tax compliance certificate.
- (f) Sample / technical brochure or catalogue must be submitted for each item offered.
- (g) Certification to be done by commissioner of oaths.

4.3 Form of tender and confidential business questionnaire must be dully filled, signed & stamped by the applicant authorized representative.

**4.4** Tenderers shall be required to furnish a tender /bid security of Kshs.50, 000 (Kenya shillings fifty Thousand only) payable in bankers' cheque or a bid bond from a commercial bank / eligible insurance company in the format provided in the tender documents to remain in force for a period of One Hundred and Fifty (150) days from the closing date of the tender.

**4.5** Prices quoted should be inclusive of all applicable taxes and delivery must be in Kenya shillings and shall remain valid for One Hundred and Twenty (120) days from the closing date of the tender.

**4.6** Tenderers shall be required to provide a manufacturer's authorization in the format prescribed in section viii. The said manufacturer's authorization should also be accompanied by relevant guarantees and warranty. Franchise holders must provide authorization from principal manufacturers in the format prescribed in section viii.

**4.7** Original manufacturers' brochures containing technical data must accompany all equipment quoted. Web site download will not be acceptable unless they are original manufacturer's pdf format.

**4.8** Tenderers shall be required to provide evidence of financial stability for at least three years. These should be in form of audited financial statements signed by a registered & practicing accountant. Failure to submit the evidence may render the tender non-responsive.

4.9 Tenderers shall be required to submit their offers in a set of two copies each one marked “ORIGINALOFFER” and the other “COPY OF OFFER”. The original and copy shall be sealed in separate envelopes duly marked as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in one plain unmarked outer envelope bearing only the tender number **pursuant to clause 2.16 of the Instructions to Tenderers.**

4.8.1 **Delivery.** Delivery of the goods shall be made by the successful bidder in accordance with the terms specified by Turkana County Government in the schedule of requirements and the special conditions of contract

4.8.2 **Payment.** The method and conditions of payment to be made to the service provider under this Contract shall be specified in SCC.

Payment shall be made promptly after delivery and acceptance of the goods by Turkana County Government, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider

4.9 Goods supplied against the contract proceeding from this procurement shall be fully insured against loss, damage incidental to manufacture or acquisition, transportation, storage and delivery to the tune of 110% of the contract value and the procuring entity will not be liable for any damage or loss prior to delivery(**See clause 3.11 of the General Conditions of Contract**).

4.10 Successful Tenderers shall be required to submit a performance security of 10% of tender sum on receipt of a letter of notification of award in accordance with clause 3.7 of the General

## Conditions of Contract.

4.11 Prices quoted shall be in Kenya shillings and should include all costs of shipment and handling until the goods are actually received at The Country Secretary Office, Office of the Governor, Lodwar.

4.12 Tenderers are required to ensure that all pages of their tender documents are properly serialized and stamped/ signed and the document should be properly bound. Loose tender documents will be declared nonresponsive.

4.13 Blacklisted and suspended firms are not eligible for this procurement.

4.14 Each tenderer must attach to the tender document a copy of the official receipt issued from the cash office for the purchase of the tender document.

4.15 Tenderers are advised to quote their bid prices in the original price schedule provided in this tender document. Introduction of a price schedule different from the one provided in this document in section (v) will lead to disqualification.

4.16 Price quoted shall be inclusive of cost of registration, branding in Turkana County Government corporate color scheme comprising not more than four colors, delivered duty paid including all applicable taxes.

4.17 Tenderers shall not change the technical specifications specified in section (VI) of this tender document.

## **4.18 Test Runs, Training of Procuring entity's staff. The**



successful bidder, or his local service organization or Agent, will, after the delivery of the Bid items at the delivery point, assist the procuring entity and furnish the necessary instructions in relation to the test running and commissioning of the Bid items. The successful tenderer will furnish assistance in the training of operator/driver and maintenance staff for the bid items. This shall be considered as after sales service.

4.19 The Tenderers (applicants) shall be required to prepare and submit technical data sheet form for each item quoted showing how it has met the requirements outlined in this tender document. Failure to submit this important document to the procuring entity will lead to disqualification.

4.20 Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1 Performance security	<i>This shall be 2% of the tendered sum in form of unconditional bank guarantee</i>
3.10.1 Delivery of goods	<i>The delivery period for the goods shall <b>be within a period of 30 days and not exceeding 45 days on signing the contract</b></i>
3.12.1 Terms of payment	<i>Payment shall be made after full delivery of goods as prescribed in the Contract.</i>
3.13.1 Prices	<i>The prices offered shall be fixed for the period stated in the Tender Invitation.</i>

3.18 Resolution of Disputes	<i>In case of a dispute between the consultant and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per the provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the Chartered Institute of Arbitrators Kenya Branch and any award given</i>
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**SECTION VI - PRICE SCHEDULE FORGOODS**

**Supply of VEGETABLE COOKING OIL**

**(THIS BID FORM TO BE FILLED BY ALL TENDERERSAND TOTAL AMOUNT TRANSFERRED TO THE FORM OF TENDER)**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_

ITEM NO.	ITEMDESCRIPTION	UNIT OF ISSUE	QUANTITY	PRICE PER UNIT (V.A.T included)	TOTAL AMOUNT (kshs)
----------	-----------------	---------------	----------	---------------------------------	---------------------

1.	<b>Vegetable cooking oil</b>	Box of 4 x 5 litres Jerrycan	<b>1150</b>		
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Signature of Tenderer (Authorized Official):

Name.....

Signature.....Date.....

.

## **SECTION VII – EVALUATION CRITERIA**

### **MANDATORY EVALUATION**

7.1 Mandatory evaluation of tenders shall be done on the basis of the following criteria. Whether or not:-

1. The form of tender dully filled, signed and stamped by the person lawfully authorized to do so.
2. Dully filled, signed and stamped confidential business questionnaire.
3. Submit one original and one copy of the tender document properly bound and paginated/numbered/serialized in the correct sequence and all pages initialed.
4. Certified copy of Valid Single Business Permit (2018) from county government.
5. Certified copy of Certificate of Incorporation or Certificate of Registration of Business Name
6. The Tenderer to attach copies of valid Tax Compliance Certificate.
7. Evidence of physical registered office (attach either lease agreement, title deed, electricity bill, water bill or rental payment receipt
8. Submission of bank statement as evidence of financial capability
9. Bid bond of Ksh 50,000 from a reputable bank or insurance approved by Public Procurement Regulatory Authority.



## **MANDATORY TECHNICAL EVALUATION**

Noncompliance with any of the technical specifications shall lead to automatic disqualification from further technical evaluation.

100% compliance with the technical specifications	<b>Yes</b>	<b>No</b>
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**FINANCIAL EVALUATION** The Bidder who shall be determined as the **lowest evaluated bidder** after surpassing the Minimum technical score shall be considered and recommended for award.

## **SECTION VIII- STANDARD FORMS**

### **Notes on the sample Forms**

**7.1 Form of TENDER** - The form of tender must be

completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

**7.2 Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents.

**7.3 Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

**7.4 Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

**7.5 Performance Security Form**- The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

**7.6 Bank Guarantee for Advance Payment Form** -When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be

completed fully and duly signed by the authorized officials of the bank.

**7.7 Manufacturers Authorization Form** – When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**7.8 Letter of Notification of Award** - This form will be used by the procuring to notify the successful tenderers after contract award. Both the successful and unsuccessful tenderer shall be notified of the results of contract award at same time.

## **1.1 - FORM OF TENDER**

Date



Tender No: TCG/ECD&SS/62/2017-2018

To:

The County Secretary,  
Turkana County Government,  
P O Box 11-30500 Lodwar, Kenya.

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 deliver, install and commission (.....*(Insert equipment description)*) in conformity with the said tender documents for the sum of..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. *If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of*

*the Contract Price for the due performance of the Contract , in the form prescribed by.....  
.....(Procuring entity).*

4. We agree to abide by this Tender for a period of.....  
[Number] days from the date fixed for tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

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

[Signature] Duly authorized to sign tender for an on behalf of  
[In the capacity of]

**1.2 - CONFIDENTIALBUSINESS**

**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

Part 1 - General: Business Name

.....  
 ..... Location of business premises.  
 .....  
 ..... Plot No.....  
 Street/Road.....Postal  
 Address.....Tel No.....  
 Fax..... E mail..... Nature of  
 Business,.....  
 ..... Registration Certificate No.  
 .....  
 ..... Maximum value of business which you can handle at any one time-  
 Kshs..... Name of your  
 bankers.....Branch.....  
 .....

Part2 (a) -Sole Proprietor Your name in full..... Age..... Nationality..... Country of origin.....Citizenship details..... .....
Part 2 (b) Partnership Given details of partners as follows:  Name Nationality Citizenship Details Shares1. ..... ..... 2..... ..... 3..... .....

.....

Part2(c)- Registered Company Private or Public

.....

State the nominal and issued capital of company-Nominal  
Kshs.....

IssuedKshs.....Given details of  
all directors as follows

Name	Nationality	Citizenship
DetailsShares1.....	.....	.....
.....	.....	.....
2.....	.....	.....
.....	.....	.....
3.....	.....	.....
.....	.....	.....
4.....	.....	.....

Date..... Signature of  
Candidate.....

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

**1.3 - TENDER SECURITYFORM**

Whereas..... [*Name of the tenderer*]  
(herein after 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 ALLPEOPLE 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:
  1. (a) fails or refuses to execute the Contract Form, if required; or
  2. (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)*

## **1.4 - CONTRACTFORM**

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 ASFOLLOWS:

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:

3. (a) the Tender Form and the Price Schedule submitted by the tenderer the Schedule of Requirements the Technical Specifications the General Conditions of Contract

(b) The Special Conditions of contract; and the Procuring entity’s Notification of Award

(c) In consideration of the payments to be made by the Procuring entity to the tenderer as herein after mentioned,

(d) 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

1. (d) The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein,



2. ( e) 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)*

## **1.5 - PERFORMANCE SECURITYFORM**

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 there in 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]*

**1.6 - 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 assurety 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]*

# **1.7 - 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.

[*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.

## 1.8 LETTER OF NOTIFICATION OF AWARD

To:

RE: Tender No.

Tender Name

Address of Procuring Entity

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This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

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*(FULL PARTICULARS)*