



**TENDER DOCUMENT
FOR
SUPPLY AND DELIVERY OF FURNITURE AND
EQUIPPING OF LOCHOR ERENG DISPENSARY IN
SONGOT WARD, TURKANA COUNTY**

OPENING/CLOSING DATE: 13th March, 2023 (16:00 HRS)

Tender No: TCG/MOH/128/2022-2023

Negotiation No: 1203134

Issued By:-

Directorate of Public Supplies,
Turkana County Government,
P. O. Box 11, 30500
LODWAR

REPUBLIC OF KENYA

TURKANA COUNTY GOVERNMENT: BILLS OF QUANTITIES

SUPPLIED AS PART OF THE CONTRACT

**FOR PROPOSED SUPPLY AND DELIVERY OF FURNITURE AND EQUIPPING
OF LOCHOR ERENG DISPENSARY IN SONGOT WARD, TURKANA COUNTY**

ISSUED BY: PUBLIC SUPPLIES, TURKANA COUNTY
P. O. BOX 11, LODWAR.

The contract for the above mentioned Supplies, entered into on the day of 2021, by the undersigned parties, refer to these Bills of Quantities consisting of pages numbers as shown on index page and the General Specification dated 1976, together with any amendments thereto issued since the date of publication, both of which shall be read and construed as part of the said contract.

..... CONTRACTOR CHIEF OFFICER, [MITPW]
Date Date

SPECIAL NOTES

The contractor is required to check the numbers of the pages of the Bills of Quantities together with all collections and summaries and should be find any missing or in duplicate or the figures indistinct, he must inform the Project Manager, Turkana County Government, P. O. Box 11, LODWAR.

Should the contractor be in doubt about the precise meaning of any items or figure, for any reason whatsoever, he must inform the Project Manager, Turkana County Government, Lodwar in order that the correct meaning may be decided before the date for submission of Tenders.

No liability will be admitted, no claim allowed, in respect of errors in the contractor's Tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.

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PART 1: INSTRUCTIONS TO TENDERERS

1. Tenderers are advised to read carefully these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this TENDER may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Quotations:** The quotation will be held valid for **60 days** from the date of submission.
3. The Quotation shall consist of completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Quotations:** Quotations in one “one original” should be sealed in a single envelope, clearly marked with the Quotation Reference Number in the TENDER, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

Address for Submission of Quotations

Physical address for hand or Courier Delivery (deposited in the quotation box)

Date of Submission: **4th October 2022**

Time of Submission: **10:00 am EAT**

6. **Opening of Quotations:** Quotations will be opened immediately after the closing

date and time specified in item 5 (4) above, by **at least three (3)** appointed officials of the Procuring Entity.

7. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following:
 - (i) valid trading license
 - (ii) certificate of registration, and
 - (iii) valid tax compliance certificate for the previous Financial Year.
8. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
9. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
10. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
11. **Alternative Quotations:** Tenderers are **not permitted** to submit alternative quotations for goods/alternative technical solutions for goods.
12. **Currency:** Quotations shall be priced in **Kenya Shillings**. Quotations in other currencies will be rejected if not allowed. The Procuring Entity **shall not allow** quotations in foreign currency.
13. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below:
 - i) Preliminary examination to determine Tenderer eligibility: (i) valid trading license (ii) certificate of registration, and (iii) tax compliance certificate (iv) valid AGPO Certificate (where applicable)
 - ii) Technical examination to determine goods eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.
 - iii) Financial comparison of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.
14. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
16. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any

quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUOTATION AND QUALIFICATION DOCUMENTS

Instructions to Tenderer: Tenderers MUST complete and submit as part of the Form of Quotation

- (i) **SCHEDULE OF REQUIREMENTS TABLE**
- (ii) **FORM FOR DISCLOSURE OF INTEREST**
- (iii) **CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION**
- (iv) **SELF-DECLARATION FORM**
- (v) **FOREIGN TENDERER 40% RULE** (*where provided*)

FORM OF QUOTATION

[To be completed by Tenderer]

Quotation addressed to	
Date of Quotation	
Quotation Reference Number	
Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.
2. In compliance with your request for quotations dated _____,

referenced above, we offer to

_____ (*specify one of supply goods, complete the Supplies or provide the services*) to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings _____

_____ (**in words**) _____

_____ (**in words**) _____

3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the _____ (*goods to be supplied/Supplies to be constructed/services to be provided (select one)*) conform to the SCHEDULE OF REQUIREMENTS TABLE below and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this TENDER Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our quotation is: _____ days from the time and date of the submission deadline (*number to be same as in the instructions to Tenderers*).
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.
9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.
12. The Delivery/Completion period offered is: _____ days from date of acceptance of Quotation. The warranty period offered is ___ weeks.

i. SCHEDULE OF REQUIREMENTS TABLE

Tenderer should complete columns D and E

A Item	B Description of Goods	C Quantity	D Unit Price	E Total Price in Kshs
1.	Foetal Doppler	2 (Pieces)		
2.	Manual Vaccum Aspiration Kit (Vaccum extractor)	1 (Pieces)		
3.	Digital BP Monitor (OMRON)	6 (Pieces)		
4.	Delivery BEDS	2 (Pieces)		
5.	Pulse Oxymeter, Adult	2 (Pieces)		
6.	Pulse Oxymeter, Paediatric	2 (Pieces)		
7.	Examination Couch	2 (Pieces)		
8.	Electric Suction Machine, Double Bottles	2 (Pieces)		
9.	Diagnostic Set	2 (Pieces)		
10.	Hospital Bed, single crank, with Mattress	20 (Pieces)		
11.	Stethoscope, Digital, Littman Brand Classic 2	4 (Pieces)		
12.	Consultation Tables, Metallic (customized)	6 (Pieces)		
13.	Wooden Chairs, Metallic (customized)	12 (Pieces)		
14.	Plastic Chairs, Good Quality, Strong	40 (Pieces)		
15.	Delivery Sets, Complete	15 (Pieces)		
16.	Green Towels, without hole	6 (Pieces)		
17.	Infusion Drip stands	8 (Pieces)		
18.	Wall Clocks	2 (Pieces)		
19.	Examination Light, LED	4 (Pieces)		
20.	Thermometer, Digital	50 (Pieces)		
21.	Pen Torch (Pen Light)	10 (Pieces)		
22.	Wheel Chairs	4 (Pieces)		
23.	Dressing Sets	15 (Pieces)		
24.	Bed side Cabinets(ABS)	10 (Pieces)		
25.	Medicine Trolley	2 (Pieces)		
26.	Mayo Trolley Medium	1 (Pieces)		
27.	Waste Disposal Bins, Plastic	10 (Pieces)		
28.	Ward Screens, Four fold	5 (Pieces)		
29.	Bed Sheets, pair, white	60 (Pieces)		

30.	Gum Boots, small size, white (pair)	10	(Pieces)		
31.	Haemoglobin Monitor, portable (with strips)	5	(Pieces)		
32.	Cellular Blanket, Blue	30	(Pieces)		
33.	Patella Hammer	4	(Pieces)		
34.	Television (TV) set, 43 Inch, SMART TV	1	(Pieces)		
35.	Kiwi Assisted Vaginal Delivery Set	4	(Pieces)		
36.	Tape Measure	10	(Pieces)		
37.	Tourniquet	10	(Pieces)		
38.	Colour coded pedal bins (Yellow, Bkack and Red) as a set, 30ML	10	(Pieces)		
39.	Baby weighing scales	2	(Pieces)		
TOTAL PRICE IN KSHS					

Signature: _____

And Seal/Stamp _____

Position: _____

Authorized for and on behalf of (*specify name of tenderer*):

Date: _____

The evaluation shall be as follows:

- a) Preliminary Evaluation
- b) Technical and
- c) Financial Evaluation

Preliminary Evaluation Criteria

No.	Mandatory Requirements	Yes / No.
1.	Authentic Certificate of Incorporation/Registration for the bidding Company.	
2.	Valid and authentic copy of CR12 for the Company Director(s) details.	
3.	Authentic most recent valid Tax Compliance Certificate for the bidding company.	
4.	Copy of form of tender duly filled, signed and stamped.	
5.	Copy of Business Questionnaire duly filled, signed and stamped.	
6.	Copy of duly filled and signed form of Bill of quantities.	
7.	Attach dully filled Tender Securing Declaration form for Special Groups.	
<p>At this stage, the Tenderer's submission will either be Responsive or Non-Responsive. Failure to Provide any of the above mandatory requirements will lead to disqualification.</p>		

Technical Evaluation

No	Evidence	Max. Score	Score Awarded.									
1.	<p>Previous experience detailing similar projects undertaken successfully (a)evidence of Completion Certificates/LSOs for the respective projects to the proposed Supplies in terms of the physical size and complexity <i>(10 marks, each Completion certificate 5 mark)</i> Above 2 Completion Certificates /LSOs (10 Marks)</p>	10										
2.	<p>Experience in other Supplies or supplies. (Attach LPO's/LSO's/ completion certificates)</p> <p>1 LPO/LSO/ completion certificates = 5Marks 2 LPO/LSO's/ completion certificates & above = 10Marks</p>	10										
3.	<p>Attach signed and stamped copy of relevant equipment for this work - (10 marks) with prove of ownership.</p> <p>List of Equipment -5 marks and Prove of Ownership -1 marks for each Equipment (Minimum of 5 Equipment)</p>	10										
4.	<p>CVs, academic and professional certificates (15 Marks) (a) Project Manager who is a holder of a degree in relevant discipline with a minimum of 2 years' relevant work experience -10 marks (b) Site Agent who is a holder of a degree/diploma in relevant discipline -5 marks</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">Degree</th> <th style="width: 20%; text-align: center;">Minimum (2 Years' Experience)</th> </tr> </thead> <tbody> <tr> <td>Project Manager.</td> <td style="text-align: center;">5</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Site Agent.</td> <td style="text-align: center;">2.5</td> <td style="text-align: center;">2.5</td> </tr> </tbody> </table>		Degree	Minimum (2 Years' Experience)	Project Manager.	5	5	Site Agent.	2.5	2.5	15	
	Degree	Minimum (2 Years' Experience)										
Project Manager.	5	5										
Site Agent.	2.5	2.5										
5.	<p>(a) Provide Company Audited Statements of Accounts for the last Two years: 2020/2021 & 2021/2022, certified by a reputable Audit Firm. (2.5 Marks for Each Year Provided (5 Marks)</p> <p>(b) Credit Line Reference Attach a letter from a bank- (7marks)</p> <p>(c) Provide Bank Statement for the last 6 (Six) Months to date of Tender – 3 Marks</p>	15										
6.	Submit work methodology and schedule giving time lines - 10 marks	10										
70												

To be considered successful, the candidates must score a minimum score of 50 points out of the

maximum 70 points in order to qualify for financial evaluation.

Financial Evaluation

The financial evaluation will be carried out in **two stages**

- a) Determination of Arithmetic Errors
- b) Determination of total price (inclusive of all taxes and discounts)

The bidder who has passed the technical evaluation stage and has quoted the lowest total price (inclusive of all taxes and discounts will be considered the winner)

v. SELF-DECLARATION FORM

We, the Tenderer _____ (*insert name*) submitting our Quotation in respect of Quotation No _____ for _____ (*insert quotation Title Description*) for _____ (*insert Name of Procuring Entity*)

DECLARE AS FOLLOWS:

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

- a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:
 - i) the TENDER for the above Quotation;
 - ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iv) any such other Acts or Regulations of Government of Kenya;
- b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of (*name of the procuring entity*);
- c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer:[*insert complete name of tenderer signing the quotation*]

Name of the person duly authorized to sign the quotation on behalf of the Tenderer:
.....[*insert complete name of person duly authorized to sign the quotation*]

Title of the person signing the Quotation:[*insert complete title of the person signing the quotation*]

Signature of the person named above:[*insert signature of person whose name and capacity are shown above*]

**PART 2:
SCHEDULE OF
REQUIREMENT
S
TABLE A.
SCHEDULE OF
REQUIREMENT
S, TECHNICAL
SPECIFICATIO
NS**

Table A.
SCHEDULE OF
REQUIREMENT
S AND
TECHNICAL
SPECIFICATIO
NS
[Procuring Entity
to complete
Columns a-d and
Tenderer to
complete Column
Indicating YES or
No and if NO
indicate the
specification of
the offered item]

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Turkana County Government, shall be written in the **English Language**.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in **Eligible Countries**.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in **writing**.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the **Laws of Kenya**.

5. Settlement of Disputes

The Turkana County Government and the Supplier 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. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Turkana County Government or the Supplier may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier/Contractor/Service Provider Responsibilities

The Supplier shall supply all the Goods included in the Schedule

Item No.	Description of Goods	Quantity	TECHNICAL SPECIFICATIONS (completed by Procuring Entity)	CONFORMITY WITH TECHNICAL SPECIFICATIONS (to be completed by Tenderer)
			7. Contract Price Prices charged by the Supplier under the Contract shall not vary from the prices quoted by the Supplier in its quotation.	
			8. Terms of Payment The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows:	
1.	Motor Vehicle Tires.	40 Pieces	265 / R16	
2.	Motor Vehicle Batteries	30 Pieces	N90	

i) For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Turkana County Government.
ii) be accepted by the Turkana County Government, payments up to final completion certificate

9. Inspections and Tests

The Supplier shall at its own expense and at no cost to the Turkana County Government out all such tests and/or inspections of the Goods, Supplies or Services to confirm their conformity to technical specifications.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent

**CONDITIONS
OF CONTRACT
1. Language**

improvements in design and materials, unless provided otherwise in the contract.

STANDARD FORMS

SECTION VIII -

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
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 Authority.
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.
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 Authority.

6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the Authority, this form must be completed fully and duly signed by the authorized officials of the bank.

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.

8. Declaration form

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of Authority]

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 *(Authority)*.

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]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (MANDATORY)

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

Part 2 (a) – Sole Proprietor	
Your name in full	Age
Nationality Country of origin	
<ul style="list-style-type: none"> • Citizenship details • 	
Part 2 (b) Partnership	
Given details of partners as follows:	
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			
	Name	Nationality	Citizenship Details
Shares			
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
5.	.....	.....	.....

Date	Signature of Candidate
.....

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

8.3 TENDER SECURITY FORM (MANDATORY)

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*]
(hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [*name of Authority*] (hereinafter called “the Authority”) in the sum of for which payment well and truly to be made to the said Authority, 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 Authority 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 Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

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

8.4 CONTRACT FORM (for information)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Authority’s Notification of Award
3. In consideration of the payments to be made by the Authority to the tenderer as hereinafter mentioned, the tender hereby covenants with the Authority to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Authority hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Authority

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

8.5 PERFORMANCE SECURITY FORM (for information only)

To
[name of Authority]

WHEREAS *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
[reference number of the contract] dated _____ 20 _____ to _____ supply
..... *[description of goods]* (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM (for information only)

To
[*name of Authority*]

[*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 Authority a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Authority 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 Authority and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Authority]*

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 person competent.

8.10 LETTER OF NOTIFICATION OF AWARD (For information)

Address of Authority

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

TENDER SECURING DECLARATION FORM

{The bidder shall complete in this form in accordance with instructions indicated}

Date----- {insert date (as day, month and year) of Bid Submission} Tender No -----

{insert number of bidding process}

To: {insert complete name of the purchaser}

We, the undersigned, declare that:

- 1 We understand that, according to your conditions, the bids must be supported by a Bid- Securing Declaration.
- 2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchase for the period of time ----- {insert number of months or years}

Starting on ----- {insert date}, if we are in breach of our obligation(s) under the bid conditions, because we

- a. Have withdrawn our bid during the period of bid validity specified by us in the Bidding Sheet: or
- b. Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,

- i. fail or refuse to execute the contract if required or
- ii. fail or refuse to furnish the performance Security in accordance
with ITT

- 3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
- 4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the joint Venture that submits the bi, and the Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: ----- {insert signature of person whose name and capacity are shown} in the capacity of ----- {insert legal capacity of person signing the Bid Securing Declaration}

Name: ----- {insert complete name of person signing the Bid Securing Declaration}

Duly authorized to sign the bid for and on behalf of: {insert complete name of Bidder}

Dated on -----day of ----- {insert date of signing}