

REPUBLIC OF KENYA



TURKANA COUNTY GOVERNMENT

TENDER DOCUMENT

FOR

**FRAMEWORK CONTRACT FOR PROVISION OF
REPAIR AND SERVICING OF MEDICAL MACHINES AND EQUIPMENT**

(FRAMEWORK CONTRACT FOR TWO YEARS 2023-2025)

TENDER NO. TCG/MOH-SVG/FWC/18/2023-2024

DROP INTO TENDER BOX No. 4

SUBMISSION DEADLINE:

TUESDAY 22ND AUGUST 2023 at 11.00AM

SUPPLY CHAIN MANAGEMENT OFFICE

P.O BOX 11-30500, LODWAR.

REGISTRATION FORM FOR ONLINE BIDDERS

TCG/MOH-SVG/FWC/18/2023-2024 FOR PROVISION OF REPAIR AND SERVICING OF MEDICAL MACHINES AND EQUIPMENT

(FRAMEWORK CONTRACT FOR TWO YEARS 2023-2025)

NOTE: Please provide your details below for purposes of communication in case you download this tender document from PPIP or TCG website.

Name of the firm:

.....

Postal Address:

.....

Telephone Contacts:

.....

Company email address:

.....

Contact Person:

.....

Once completed please submit this form to the email below;

supplychainoffice@turkana.go.ke

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya.
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I

INVITATION TO TENDER

TENDER REF NO: **.TCG/MOH-SVG/FWC/18/2023-2024**

TENDER NAME: **PROVISION OF REPAIR AND SERVICING OF MEDICAL MACHINES AND EQUIPMENT**

1.1 The Turkana County government invites sealed bids from eligible candidates for the **PROVISION OF REPAIR AND SERVICING OF MEDICAL MACHINES AND EQUIPMENT to turkana county government.**

Turkana County Government.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **TURKANA COUNTY, Procurement department, Lodwar-Kitale RD off Nawoitorong street, TCG HQs Offices**, during normal working hours.

1.3 A complete set of tender documents may be obtained by interested candidates free of charge from the county website:<http://www.turkana.go.ke/index.php/document-category/turkana-tenders/>. Bidders who download the tender documents must forward their particulars immediately for records and communication of any

1.3 Completed tender documents **MUST be accompanied by a security in the form and amount specified in the tender documents.** These are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **Procurement department, Lodwar-Kitale RD off Nawoitorong street, TCG HQs Offices** or be addressed to **Turkana county government, Procurement department, TCG HQs Offices, Lodwar-Kitale RD off Nawoitorong street** so as to be received on or before **TUESDAY 22ND August, 2023 at 11:00am.**

1.4 **Prices quoted should be inclusive of all taxes at delivery costs, and must be in Kenya Shillings (or any other easily convertible currency) and shall remain valid for 120 days from the closing date of the tender.**

1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **PROCUREMENT HALL**

Any canvassing or giving off false information will lead to automatic disqualification.

DIRECTOR SUPPLY CHAIN MANAGEMNT SERVICE

TURKANA COUNTY GOVERMENT

INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the 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 Turkana County Government 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, **Dzorigindz** 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 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturers 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 Turkana County Government in writing or by post at the entity's address indicated in the Invitation to Tender. The Turkana County Government 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 Turkana County Government 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.

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 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 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 include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender 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

2.10.4 The validity period of the tender shall be 90 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 entities 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 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 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(b) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price, one hundred thousand Kenya shillings **(Kshs 100,000)**

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

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a 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 Turkana County Government and valid for thirty (30) days beyond the validity of the tender.

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Turkana County Government as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Turkana County Government on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 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 Turkana County Government as non-responsive.

2.15.2 In exceptional circumstances, the Turkana County Government may solicit the Tenderer consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tendered 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 Turkana County Government shall prepare two copies of the tender, clearly marking **each DzORIGINAL Tender and DzCOPY 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be

initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Turkana County Government at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the

1.6 words, DO NOT OPEN BEFORE, **TUESDAY 22ND August, 2023at 11:00am.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened incase its declared late.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Turkana County Government will assume no responsibility for the tenders' misplacement or premature opening.

2.18 Deadline for Submission of Tenders

1.3 Tenders must be received by the Turkana County Government at the address specified under paragraph 2.17.2 not later than **TUESDAY 22ND August, 2023 at 11:00am.**

2.18.2 The Turkana County Government 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 Turkana County Government 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 Turkana County Government prior to the deadline prescribed for submission of tenders.

2.19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The Turkana County Government 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 Turkana County Government shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 1.7 The Turkana County Government will open all tenders in the presence of tenderers representatives who choose to attend on **TUESDAY 22ND August, 2023 at 11:00am** and in the location specified in the Invitation to Tender.

- 2.20.1 The tenderers representatives who are present shall sign a register evidencing their attendance.
- 2.20.1 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.
- 2.20.2 The Turkana County Government 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 Turkana County Government 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 Turkana County Government in the Procuring entity 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 Turkana County Government 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 Turkana County Government may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Turkana County Government 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 determination of a tender 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 Turkana County Government and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Turkana County Government 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 Turkana County Government will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Turkana County Government 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 Turkana County Government in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderers tender.

2.27 Award of Contract

(a) Post-qualification

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Turkana County Government 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 Tenderers tender, in which event the Turkana County Government will proceed to the next lowest evaluated tender to make a similar determination of that Tenderers capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Turkana County Government 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 Turkana County Government 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 Turkana County Government 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 Turkana County Government 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 furnishing of the performance security pursuant to paragraph 2.28, the Turkana County Government 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 Turkana County Government notifies the successful tenderer that its tender has been accepted, the Turkana County Government will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

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

2.31 Corrupt or Fraudulent Practices

2.31.1 The Turkana County Government requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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 Turkana County Government of the benefits of free and open competition;

2.31.2 The Turkana County Government will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

INSTRUCTIONS TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to bidders for the Supply and Delivery of Fuel and Lubricants for TCG.
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2.2	The bid document shall be charged Kshs.1000 per set for hard copy. (Downloaded documents are free).
2.12.1	Tenders must be accompanied with a Tender Security in the form of Cash Deposit, Bank Guarantee, Insurance company Guarantee or a Letter of credit. The amount of tender security required is One hundred thousand Kenya Shillings (KES 100,000.00) and must be valid for 150 days after the date of tender submission.
2.13.1	Bid Validity Period is 120 days . The technical specifications are given in pages 27 to32.
2.13.3	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to
2.16.2	the tender documents to bind the bidder.

2.16.3	2.27.4	Bulky tenders, which will not fit in the tender box, shall be received by TCG in the Procurement Department at TCG HQs Building.
2.17		<i>This tender is based on One (1) bid envelope system. The bidder/s are required to submit a bid which has combined technical and a financial proposal in one envelope.</i>
2.18.1		Time, date, and place for bid opening are: 11:00am localtime, on TUESDAY 22ND August, 2023 Place: PROCUREMENT HALL, TCG HQs Building Street: Lodwar- Kitale RD off Nawoitorong street City: Lodwar Country: Kenya
2.20.1		Opening of tender documents will be done in public at the time of closing the tender.
2.22.1		Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
2.24		The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 30% while the weight for technical specifications is 70%. Bidders must conform to the specific Technical Requirements in Section IV.
2.25		Preference TCG will not grant a margin of preference for purposes of bid comparison
		The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid as stated, which permits a comprehensive assessment of the bid price and the technical merits of each bid: [?][?] [?][?]
2.30		The performance security required will be 10% of the Contract Value.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated: -
- (a) The Contract means the agreement entered into between the Turkana County Government and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) The Contract Price means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
 - (c) The Goods means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Turkana County Government under the Contract.
 - (d) The Procuring entity means the organization purchasing the Goods under this Contract.
 - (e) The Renderer 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 Turkana County Government for the procurement installation and commissioning of equipment

3.3 Country of Origin

- 3.3.1 For purposes of this clause, Origin means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the renderer

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 renderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan,

- Drawing, pattern, sample, or information furnished by or on behalf of the Turkana County Government in connection therewith, to any person other than a person employed by the renderer in the performance of the Contract.
- 3.5.2 The renderer shall not, without the Procuring entities prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Turkana County Government and shall be returned (all copies) to the Turkana County Government on completion of the Renderer's performance under the Contract if so required by the Procuring entity
- 3.6 Patent Rights**
- 3.6.1 The renderer shall indemnify the Turkana County Government 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 country
- 3.7 Performance Security**
- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tendered shall furnish to the Turkana County Government 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 Turkana County Government as compensation for any loss resulting from the Tenderer 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 Turkana County Government 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 Turkana County Government and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer performance obligations under the Contract, including any warranty obligations, under the Contract
- 3.8 Inspection and Tests**
- 3.8.1 The Turkana County Government or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Turkana County Government shall notify the tenderer in

writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its sub-contractor 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 Turkana County Government may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity 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 equipment having previously been inspected, tested and passed by the Turkana County Government or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Turkana County Government in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Turkana County Government as specified in the contract

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the Turkana County Government within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

3.16.1 The Turkana County Government 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 Turkana County Government terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Turkana County Government 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 Turkana County Government shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

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

3.18.2 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 its 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 these in the GCC.

4.2.0

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.10.1	<i>Delivery shall be at the various points of sale countrywide as stipulated.</i>
3.12.1	<i>Credit period shall be 30 days from the receipt of invoice.</i>
3.13	<i>Prices changes shall be allowed but shall not exceed the prevailing market price. The prices shall therefore not exceed the Government recommended prices.</i>
3.18.1	<i>Disputes will be addressed through arbitration.</i>
3.7.1	<i>Performance security equivalent to 10% of the total estimated cost of Monthly Consumption will be required from the winning bidder after the award of the tender inform of Unconditional Bank Guarantee.</i>

3.18

Resolutions of Disputes

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Lodwar.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19

Language and Law

The language of all correspondence and documents related to the bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

3.22

Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or by E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION V - TECHNICAL SPECIFICATIONS

Technical Specifications/Scope of service

A. The services to be provided include but are not limited to:

- a) machines
- b) Provision of servicing for machines and equipment.

B. Duration of the contract:

The contract is expected to run for a period of **Two (2)** years and shall be executed in accordance with the scope of services and conditions of the contract

EVALUATION CRITERIA

A) PRELIMINARY EXAMINATION

Requirements

1. Tender documents **MUST** be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1, 2, 3... n where n is the last page)
2. Tender document **MUST** be **TAPE BOUND** (*Spiral Binding and use of Spring or box files will be deemed as Non-Responsive*)

MR	MANDATORY REQUIREMENT	RESPONSIVE OR NOT RESPONSIVE
MR 1	Copy of Certificate of Incorporation/evidence of registration whichever is applicable and company profile.	
MR 2	Valid Copy of Valid Tax Compliance Certificate/exemption certificate.	
MR 3	Provide a valid Trade License or Single Business Permit.	
MR 4	Certified copy of RECENT CR12/CR13 FORM from registrar of companies and ID copies of Proprietors.	
MR 5	Tender form duly completed, signed and stamped.	
MR 6	Confidential Business questionnaire duly	

	completed, signed and stamped.	
MR 7	Duly filled, stamped and signed tender security declaration form in the format provided.	
MR 8	Duly filled, stamped and signed anti-corruption declaration commitment / pledge in the format provided.	
MR 9	Duly completed and signed self-Declaration that the person/ Tenderer is not debarred in the matter of the PPADA 2015.	

Tender form (on a letter head showing the tenderers complete name and business address) **duly completed and signed. The Form of Tender shall include the following Forms duly completed and signed by the Tenderer or authorized representative (attach power of attorney where applicable) (MANDATORY).**

i. Tenderer's Eligibility-Confidential Business Questionnaire (MANDATORY).

NOTE: Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

TECHNICAL EVALUATION

No	Evaluation Attribute	Weighting Score	Max. Score
T.S 1	Current and valid Registration with relevant licensing body.	Provided -----5marks Not provided-----0mks	5
T.S 2	Must Attach recommendation letters from atleast 5 Clients offered/supplied similar goods/services	5 clients or more with -5marks Others prorated at: <u>Number of client's x 5</u> 5	5
T.S 3	Reference Letters/Proof of similar contracts and value during the last three years	1. Contract (10 marks) 2. Contracts (20 marks) 3 .or more contracts (30 marks)	30
T.S 4	Submission of certified - financial standing Audited financial statements for the last two years (2021 & 2022) or certified bank statements for at least six months or the duration of registration of the	1.Two years' financial statements or certified bank statements -5Marks	10

	business/company	2.atleast six months or duration registration of the company/business -5marks Less than six months registration -0 marks	
T.S 5	Provide a list of at least 2no. key personnel and their qualifications. Attach CVs and academic certificates (20marks) .	Provided 2no-----20marks Provided 1no-----10marks Not provided-----0marks	20
T.S 6	Written Confirmation for availability of technical capacity.	Provide 10 technical staff -10 marks Provide 5 technical staff -5 marks Less than !0 staff -0 marks	10
T.S 7	Written undertaking for provision of services that meet specifications.		10 Marks
T.S 8	Submission of Financial Proposal (duly filling the schedule of requirements / Price List) and Soft copy sent to supplychainoffice@turkana.go.ke	Filled proposal of schedule requirements/price list and soft copy 5 marks Not sent -----0 marks	10 marks
	Final score		100 %

- *Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further*
- *Contract may be awarded in whole OR partially on evaluated items.*

Financial Score (FS)

Tenderers who are successful at preceding stages will have their prices and delivery period compared and award recommended to the lowest evaluated responsive bid.

D) Post Qualification Evaluation

The tenderer/s selected as having submitted the lowest evaluated responsive bidder/s will be subjected to post qualification to determine if they are qualified to perform the contract satisfactorily.

1. Minimum number of 2 (two) Repair and Servicing of Medical Equipment's contracts of items within the past 2 years. The Tenderer should provide documentary evidence in support of the experience of previous supply (Contracts, Purchase Orders, Reference letters and Contact details of previous supply contracts). (Mandatory)
2. copies of the tenderer's audited financial statements for the past two fiscal years (Mandatory)
3. Average annual turnover in the last two (2) years at least two times the value of the items offered (Mandatory)
4. Statement of manufacturers manufacturing capacity (Mandatory)

NOTE: Only bidders who are determined to perform contract satisfactorily will be recommended for award.

TENDERERS NAME.....ID/NO.....

ADDRESS.....

SIGNATURE.....DATE.....

WITNESS NAME.....ID/NO.....

ADDRESS.....SIGNATURE.....

.....DATE.....

SECTION VI - SCHEDULE OF REQUIREMENTS

Tender Number _____

B. SPECIFICATIONS OF MEDICAL EQUIPMENT REQUIRED FOR REPAIR AND SERVICING.

ITEM No	EQUIPMENT	Unit QTY	Delivery time	Country of origin
1.	Medical waste incinerator	1	AWR	
2.	Stand by Generators	3	AWR	
3.	water treatment plant	1	AWR	
4.	washing machine	1	AWR	
5.	Air conditioning units	45	AWR	
6.	90 LPM oxygen Generator	1	AWR	
7.	Mortuary cooling units	4	AWR	
8.	food cooling room	1	AWR	
9.	Hematology analyzer	2	AWR	
10.	Bio-safety cabinets	2	AWR	
11.	basic medical Equipment spare parts (Assorted)	1	AWR	
12.	Ventilators	8	AWR	
13.	operating table	1	AWR	
14.	General Electrical accessories	Assorted	AWR	
15.	Maintenance free batteries for the standby solar system 200Ah	20	AWR	

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

SECTION VIII - STANDARD FORMS

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 procuring entity.
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 procuring entity.
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. 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.

8.1 FORM OF TENDER

TENDER: TCG/MOH-SVG/FWC/18/2023-2024

To: **TURKANA COUNTY
GOVERNMENT P O BOX11
30500, LODWAR.**

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]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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 • Citizenship details																								
	Part 2 (b) Partnership																								
	Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	2.	3.	4.
	Name	Nationality	Citizenship Details																						
Shares																									
1.																						
2.																						
3.																						
4.																						
	Part 2 (c) – Registered Company																								
	Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	2.	3.	4.
	Name	Nationality	Citizenship Details																						
Shares																									
1.																						
2.																						
3.																						
4.																						
Date Signature of Candidate																									

• If a Kenya Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration.

8.3 TENDER SECURITY FORM

Whereas.....[*name of the tenderer*]
(hereinafter called 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 KNOW ALL PEOPLE by these presents
that WE of..... having our registered office at
hereinafter called, are bound unto
.....[*name of Procuring entity*] (herein after 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 Turkana County Government 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 Turkana County Government up to the above amount upon receipt of its first written demand, without the Turkana County Government having to substantiate its demand, provided that in its demand the Turkana County Government 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

THIS AGREEMENT made the _____ day of _____ 20 _____
between [name of Procuring entity] of [country of Procuring entity]
hereinafter calledthe 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 Turkana County Government invited tenders for certain goods] and
has accepted a tender by the tenderer for the supply of those goods in
the sum of

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Turkana County
Government to the tenderer as hereinafter mentioned, the tender hereby covenants
with the Turkana County Government to provide the goods and to remedy defects
therein in conformity in all respects with the provisions of the Contract

4. The Turkana County Government hereby covenants to pay the tenderer in
consideration of the provisions of the goods and the remedying of defects
therein, the Contract Price or such other sum as may become payable under the
provisions of the Contract at the times and in the manner prescribed by the
contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS *[name of tenderer]* (hereinafter called
..... the tenderer has undertaken, in pursuance of Contract
No.

[reference number of the contract] dated _____ 20_____ to supply
..... *[description of goods]* (hereinafter called
..... the Contract.....

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 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 calledthe tenderer shall deposit with the Turkana County Government 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 Turkana County Government 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 Turkana County Government 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 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 person competent.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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.

(FULLPARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....'T.....

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of 'T.....in the matter of Tender No... .. of
.....REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED.....Applicant

Dated on.....day of...../ ...'

FOR OFFICIAL USE ONLY

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

SIGNED
County Secretary