

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF SIAYA

TENDER DOCUMENT

FOR

**PROPOSED SUPPLY, DELIVERY, INSTALLATION
AND COMMISSIONING OF VARIOUS MEDICAL
INSTRUMENTS AND EQUIPMENT TO COUNTY
GOVERNMENT OF SIAYA**

TENDER NO.: CGS/HEALTH/OT/2015-2016/001

**County Government of Siaya
P.O. Box 803-40600
SIAYA, KENYA**

E-mail: procurement@siaya.go.ke

March, 2016

SECTION I - INVITATION FOR TENDERS

14th March, 2016

TENDER NO: CGS/HEALTH/OT/2015-2016/001 PROPOSED SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VARIOUS MEDICAL INSTRUMENTS AND EQUIPMENT TO COUNTY GOVERNMENT OF SIAYA

The County Government of Siaya (CGS) now invites sealed bids from eligible candidates for the **PROPOSED SUPPLY, DELIVERY AND INSTALLATION AND COMMISSIONING OF VARIOUS MEDICAL INSTRUMENTS AND EQUIPMENT TO COUNTY GOVERNMENT OF SIAYA**

Bidders must provide certified copies of a certificate of incorporation and current tax compliance certificate, sworn affidavit on litigation history, proof of firm's registrations among other requirements.

The complete set of tender documents are available in the County's website ie www.siaya.go.ke at no cost.

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the **tender number and tender title of the tender** applied for and be deposited in the tender Box provided at the **Alego Usonga Sub-County Offices** and be addressed to:

**COUNTY SECRETARY
COUNTY GOVERNMENT OF SIAYA
P.O. BOX 803-40600
SIAYA**

so as to be received on or before **Wednesday 6th April, 2016 at 12.00 Noon**. Tenders must be accompanied by an original tender Security of 2% of the Tender Sum in form of a guarantee acceptable under the Public Procurement and Disposal Act, 2015 and Public Procurement and Disposal Regulations 2006 payable to the County Government of Siaya.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **Alego Usonga Sub-County Offices**. Canvassing will lead to automatic disqualification. All queries regarding this tender must be in writing to the undersigned

**COUNTY SECRETARY
COUNTY GOVERNMENT OF SIAYA**

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

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

2.3 Contents of tender documents

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

- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9,

10 and 11 below.

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

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

(d) Confidential business questionnaire

2.8 **Form of Tender**

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

2.9 **Tender Prices**

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

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

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

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

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

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

2.10 **Tender Currencies**

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

2.11 **Tenderers Eligibility and Qualifications.**

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

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

2.12 **Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in

writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 **Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.

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

2.14.3 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.

2.15 **Sealing and Marking of Tenders**

2.15.1 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. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 6TH APRIL, 2016 at 12.00 NOON.**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **6TH APRIL 2016 at 12.00 NOON**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **ALEGO USONGA ON 6TH APRIL 2016 AT 12.00 NOON** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparisons or contract award decisions may result in the rejection of the tenderer's tender.

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;

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

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

(a) ***Operational Plan.***

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

(b) ***Deviation in payment schedule.***

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers
2.10	Particulars of other currencies

	allowed.
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Particulars of tender security if applicable.
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable
Other’s as necessary	Complete as necessary

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the

case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

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

Purchase and delivery of equipment and machines to various Siaya County Health Facilities

Table 1. refer also table 7 for details of composite items

Type of Equipment (a)	Specifications	Quantity (b)	No of health facilities ©	Total number of equipment needed (b*c)	Unit price (Kshs.)	Total Cost (Kshs.)
Stitching sets	Complete with the attached stainless steel equipment	2	20	40		
Delivery packs	Completeness with the attached stainless steel equipment	3	20	60		
Delivery beds	Tubular framework mounted on swiveling castors, stainless steel top in three sections. Trendelenburg positions adjustable by pneumatic gas springs. Knee crutches with height adjustable.	2	20	40		
Patient beds (2030X900X 500mm)	Epoxy coated mild steel framework, mounted on PVC protective stumps, provision for IV rod. Stainless steel head and foot bows.	2	20	40		
Drug Trolleys	Stainless steel dressing Trolleys	1	20	20		
Patient lockers	Plastic Patient bedside lockers	2	20	40		
Oxygen sets	Portable/Medical oxygen set complete	1	20	20		
Adult ambubags	Self-inflating bag volume: approx 1600ml Oxygen reservoir bag volume : approx 2600 ml , autoclavable	1	20	20		

Pediatric ambubags	Self-inflating bag volume: 450mls Resuscitator volume 635ml, Bag reservoir volume 1500ml , autoclavable	1	20	20		
Stethoscopes(Litman III)	Chrome-plated. Dual-head chest piece 48 mm chest-piece has white diaphragm Complete with 2 spare ear tips and a spare diaphragm.	2	20	40		
Electric Autoclave machine-medium size	20 litres stainless steel, 304 seamless construction	1	20	20		
Autoclaving Drums(medium size)	Portable Horizontal Sterilizer Model SA 232 (Best Seller	1	20	20		
Autoclaving Drums(Large Size)	Autoclave 12LNon-Elec (GST212) Aluminium	1	20	20		
Thermometer (Digital)	Digital	2	20	40		
Sphygmomanometer/BP Machine (Manual)	Wall type Mercury Including cuff and tubes Including basket	2	20	40		
Pedal bins	Metallic - medium size	3	20	60		
Examination Beds	Chromium-plated rectangular steel tube frame 2-section mattress head section adjustable up to +40° Dimension 1950 * 650 * 650h mm approx.	2	20	40		
Patient bed Screens	Material: Metal-Stainless Steel, 4 panel.	2	20	40		
Patient wooden/metal benches with back rest	wooden/metal benches with back rest	4	20	80		
2 Door metallic Cabinets	2 Doors	2	20	40		
4 Drawer metallic	4 Drawers	2	20	40		

Cabinets						
MVA Kits	Pack of Double Valve Syringe consist of: 1 Double Valve Syringe, Connecters, Lubricating Oil and 4, 5, 6, 7, 8, 9, 10, 12mm Cannula	2	20	40		
Suction machine(Electric)	Electric Dual Bottle Suction Machine 20/1 Min (Ac/Dc)	1	20	20		
Wheel Chairs	The best sellingUltralight Wheelchair	1	20	20		
Patient Stretcher	Light weight	2	20	40		
Domestic Fridges	Double Door	1	20	20		
Glucometer	Hand held type Glucometer Battery operated Memory up to 10 measurements Sticks method measurements Code of sticks interring is available Indication of high and low measurements Case is included One box of sticks and punctures is included Operating instructions is included	1	20	20		
Dressing Packs	Dressing tray type 3 (14 x 13 x 1.8cm) ,3 artery forceps , 1 Gully pot small and 1 toothed 4 non toothed dissecting forcep	3	20	60		
Adult Weighing Scale	Seca 191 Measuring Rod with Distance Holder	2	20	40		
Pediatic Weighing Scale	Electronic (attached specification)	2	20	40		
HB Machine	1 Hb 201+ analyzer, 600 cuvettes (HMC-121721, HMC-111716).	1	20	20		
Laboratory	Medical Egornomic	1	20	20		

Stool	stool					
Desktop computers	Dell" pentium 4	1	20	20		
Patients mattresses 3''x6 with mackintosh cover	3''x6 with mackintosh cover	2	20	40		
Meko gas cylinder 6kg complete	Meko gas cylinder 6kg complete with burner and grill	1	20	20		
Drip stands	2 Hook S/S IV Stand. High quality stainless steel. drip stands. Weighted stand exceeds the stability requirements of BS 3619:1976 for mobile infusion...	2	20	40		
Room heater	Orpat OEH-1250 2000-Watt Element Heater (White)	1	20	20		

Table 2.

Patient beds (2030X900X500mm)	Epoxy coated mild steel framework, mounted on PVC protective stumps, provision for IV rod. Stainless steel head and foot bows.	20	4	80
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Table 3.

For Maternity equipment listed below use the specifications in Tables 1.and 7.

Type of Equipment (a)	Quantity (b)	No of health facilities ©	Total number of equipment needed (b*c)	Unit Price (Kshs)	Total Cost (Kshs)
Episiotomy *sets	2	10	20		
Delivery packs	3	10	30		
Delivery beds	2	10	20		
Patient beds	4	10	40		
Drug Trolleys	1	10	10		
Patient lockers	4	10	40		
Oxygen sets	1	10	10		
Adult ambubags	1	10	10		
Pediatric ambubags	1	10	10		

Stethoscopes(Litm an III)	1	10	10		
Electric Autoclave machine-medium size	1	10	10		
Autoclaving Drums(media size)	1	10	10		
Autoclaving Drums(Large Size)	1	10	10		
Thermometer(Digital)	2	10	20		
Sphygmomanometer/BP Machine (Manual)	1	10	10		
Metallic Pedal bins (medium size)	2	10	20		
Examination Beds	1	10	10		
Patient bed Screens	1	10	10		
Patient wooden/metal benches with back rest	1	10	10		
MVA Kits	1	10	10		
Suction machine(Electric)	1	10	10		
Wheel Chairs	1	10	10		
Patient Stretcher	1	10	10		
Adult Weighing Scale	2	10	20		
Pediatric Weighing Scale	2	10	20		
Patientsmattresses 3''x6 with mackintosh cover	4	10	40		
Meko gas cylinder 6kg complete	1	10	10		
Drip stands	1	10	10		
Room heater	1	10	10		

Table 4.

DENTAL EQUIPMENT					
NO	ITEM	SPECIFICATIONS	QUANTITY	UNIT PRICE (KSHS)	TOTAL COST (KSHS)
1	DENTAL UNIT	GERMAN WITH SONIC ULTRSCALAR	1		

Table 5.

ORTHOPOEDIC EQUIPMENTS					
N O.	ITEM	SPECIFICATIONS	QUANTITY	UNIT PRICE (KSHS)	TOTAL COST (KSHS)
1	OVEN –CLOSED BOX	OTTOBOCK INFRARED TYPE	1		
2	SOCKET SUNCTION MACHINE SYSTEM	OTTOBOCK, COMPLETE SYSTEM, HEAVY DUTY WITH 3-PHASE SYSTEM	1		
3	HEAT GUN	METABO	1		
4	ROUTER MACHINE	COMPLETE WITH SETS OF CUTTING TOOLS AND DUST COLLECTION SYSTEM	1		
5	ELECTRIC PLASTER CUTTER(OSCILLATOR)	METABO- OTTOBOCK, WITH BLADES	2		
6	PROSTHETIC ALLIGNMENT JIG	OTTOBOCK TYPE	1		
7	PROSTHETIC TOOL KIT	OTTOBOCK	4		
8	SANDING MACHINE – BELT SANDER	OTTOBOCK HEAVY DUTY COMPLETE WITH DUST COLLECTION SYSTEM	1		
9	GRINDING MACHINE	BENCH TYPE WITH TWO WORKING GRINDERS	1		
10	WELDING MACHINE	WITH 3-PHASE SYSTEM	1		
11	LAMINATION MACHINE	COMPLETE SYSTEM HEAVY DUTY	1		
12	LIMB MARKERS VICE	CRAFTSMAN TYPE	2		
13	ALLEN KEYS SETS	COMPLETE WITH DIFFERENT INCH SIZES	3 SETS		
14	BOX SPANNER		1 SET		

15	SUFFORM	ASSORTED, STANLY	1 DOZEN		
16	JIG SAW BLADE		2 DOZEN S		
17	SKIVING KNIFE		1 DOZEN		
18	PLASTER RUBBER BOWLS		2 DOZEN S		
19	INDELIBLE PENCILS		1 DOZEN		
20	PROSTHETIC COMPONENTS	ASSORTED			
21	PVA PRESS GUN		1		
22	MELTING PLATE		1		

Table 6. X- ray General Purpose Machine

NO	DESCRIPTION	SPECIFICATION	UNIT COST
X-ray Machine	TUBES SPECIFICATIONS		
	TUBES OUT PUT RATING	500Ma/100kvp - 50KW	
	· KW	40-150KVp SCALE	
	· KVP RANGE	10-500Ma	
	· mAs Range	0.001-10sec	
	· exposure Time range	LCD	
	· Display method LCD	Buzzer, Lamp indicator	
	· Exposure signal	220-380 VAC,50/60Hz	
	· Power supply		
	· Rotating anode		
	FLOOR MOUNTING	With floating table and horizontal bucky with grid	
	ERECT BUCKY STAND MOUNTED	With power lock system with a grid	
	CR	serve 100 patient per day	
2.	AUTOMATIC FILM PROCESSOR	KODAK X –OMAT or PROTEC OPTIMAX	

Table 7.

SERIAL	TYPE OF EQUIPMENT AND SPECIFICATION			
1.	Stitching sets	Portable/Medical oxygen complete with :	Unit price	Total Cost
	· Straight scissors 140mm sharp-blunt point 1	Oxygen Hose		
	· Curved scissors 140mm sharp-blunt point mosquito	-nebulizer mask		
	· Hemostatic forceps, curved 6 1/10 (154mm) – 2	-oxygen mask		
	· Hemostatic forceps, straight 6 1/10 (154mm) – 2	-Regulator		
	· Needle holder 200mm – 1	-Oxygen Trolley		
	· Gully pot -100 ml stainless steel – 1	-Gas cylinder (10 liter)		
	· Toothed dissecting forcep medium -1	-cod		
	· Kidney dish stainless steel medium			
	· Stainless steel equipments tray-medium			
2.	Delivery packs	MVA Kits		
	· Stainless steel equipment tray large-1	• Made from non-toxic plastic, Smooth catheter surface, Rounded Tip		
	· Kidney dish medium - 1	• With universal connector for connecting to suction apparatus		
	· Gully pot small- 1	• sizes 4mm – 12mm		
	· Artery forceps straight large – 2	Wheel Chairs		
	· Mosquito hemostatic forceps straight -2	Coated frame, black cross brace.		
	· Mosquito hemostatic forceps curved - 2	Flip-back, padded desk-length arm.		
	· Mayor episiotomy scissors – 1	Nylon upholstery is durable, lightweight, attractive and easy to clean.		
	· Straight scissor 140mm sharp-blunt point -1	Solid rubber tires mounted on composite wheels provide durability		

		and low maintenance.		
	· Needle holder 200mm-1	Comes with push-to-lock wheel locks.		
	· Cord scissors -1	Comes with calf strap.		
	· Green towels large- 6	Comes with swing-away footrests or elevating leg rests.		
	· Cuscos speculum large- 1	Weight Capacity: 250 lbs.		
	· Cuscos speculum medium – 1	Stretcher		
	· Foetoscope plastic/ metal – 1	· Light Weight, easy clean, anodized aluminium alloy framework with 2 wheels.		
	· Toothed dissecting forceps medium-1	· Washable, water proof & anti-fungus fabric top with safety belts.		
	· Non toothed dissecting forcep medium- 1	· Unfolded Size (LxWxH): 185x52x23cm.		
	Dressing packs	· Folded Size (LxWxH): 93x52x10cm.		
	kidney dih small 1	· Self-weight: 5 kg, Load Bearing: 159 kg.		
	gully pot small 1	Baby's electronic medical scale		
	toothed dissecting forceps medium – 1	Extractable tray		
	non toothed dissecting forceps medium 1	Loading weight capacity: 20kg		
	artery forceps straight 2	20mm digital easy reading LCD screen		
		One-button controls on and off functions		
		Blocking key function for precise and trustable weight		

		readings.		
		9 V Battery operated (not included)		
		53x24x10 cm		

GRAND SUMMMARY

TABLE NO	ITEM DESCRIPTION	AMOUNT
1	Total for Table One	
2	Total for Table Two	
3	Total for Table Three	
4	Total for Table Four	
5	Total for Table Five	
6	Total for Table Six	
7	Total for Table Seven	
	TOTAL CARRIED TO FORM OF TENDER	

RELIMINARY EVALUATION (MANDATORY REQUIREMENTS)

#	MANDATORY REQUIREMENTS	Yes/No	Comments
1	Submission of Tender Security of 2% of the tender sum as indicated in the tender documents- Checking its validity, whether it is Original; and acceptable under Public Procurement Law; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).		
2	Form of Tender duly filled and signed		
3	Company or Firm's Incorporation/Registration Certificate		
4	Tender Validity period indicated (As per Form of Tender)		
5	Confidential Business Questionnaire is duly filled in and details correspond to the related information in the bid.		
6	Valid KRA Tax compliance Certificate attached		
7	Audited financial statements for the last three years (2012 – 2014) provided. Companies registered within the last one year should submit certified bank statements for at least twelve months or the duration of registration		
8	Copy of Registration with relevant regulatory bodies		
9	Trading License/ Single Business Permit attached		
10	Sworn affidavit on litigation history		
11	Signed Ethics and Integrity declaration form		
	COMMENTS (RESPONSIVE/ NON – RESPONSIVE)		

AT THIS STAGE, THE TENDERERS SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.

Detailed scoring matrix for technical evaluation

Item	Description	Scoring breakdown	Max-points	Score
1	Tender questionnaire duly filled Properly filled Partially filled Not filled	(Aggregate score) 2 1 0	2	
2	Experience as a supplier of a similar nature and volume over the last five years (Attach documentary proof) 5 projects and above successfully completed 4 projects and above successfully completed 3 projects and above successfully completed 2 projects and above successfully completed 1 projects and above successfully completed None or no relevant project	(Aggregate score) 15 12 9 6 3 0	15	
3	Names and addresses of clients who may be contacted for further information on the supply of similar items . (Name, Firm, Postal Address, E-mail Address, Tel: No. etc) 5 Clients and above 4 Clients and above 3 Clients and above 2 Clients and above 1 Clients and above	(Aggregate score) 10 8 6 4 2	10	
4	Qualifications and experience of key management staffs and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract i.e. Qualifications and experience of key personnel (Attach Signed CVs) Project Manager to have at least a Degree in a relevant field with seven (7) years experience or a relevant Diploma with 10 years experience in the proposed position. <i>Academic Qualification (3 points) & Experience for the Period Indicated (3 Points). Submission of detailed C.V signed by both employee and bidding company (3 Points).</i> Supervisor to have at least Diploma in a relevant field with 5 years experience or a relevant trade test Certificate in with 7 years experience. <i>Academic Qualification (2 points) & Experience for the Period Indicated (2 Points). Submission of detailed C.V signed by both employee and bidding company (2 Points).</i>	(Add individual item score) 9 6	15	

Item	Description	Scoring breakdown	Max-points	Score
5	Audited financial reports for the last 3 years 3 years attached; found satisfactory 2 years attached; found satisfactory 1 years attached; found satisfactory None	(Aggregate score) 9 6 3 0	9	
6	Evidence of financial resources: liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than Kshs. 2 million. Either <ul style="list-style-type: none"> • Current bank statements satisfactory • Current letters of credit from a bank ditto • Current supplier letters of credit ditto 5mks each Provided and satisfactory None	(Aggregate score) 5 0	15	
7	Authority to seek references from the tenderer's bankers with details of Name, address and telephone numbers and Account numbers Provided and satisfactory None	(Aggregate score) 5 0	5	
8	Statement of compliance with clause 1.2 of instructions to tenderers Provided and satisfactory None	(Aggregate score) 3 0	3	
9	Litigation and arbitration history. Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount (Provide affidavit Provided and satisfactory None	(Aggregate score) 3 0	3	
10	Completeness and clarity of the tender documents Satisfactory Not satisfactory	(Aggregate score) 3 0	3	
TOTAL			80	

ONLY BIDDERS WHO SCORES 56 POINTS AND ABOVE (70% OF TOTAL), SHALL BE CONSIDERED FOR FURTHER EVALUATION.

SECTION VIII – STANDARD FORM

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Letter of Acceptance
- (iv) Tender Questionnaire
- (v) Statement of Foreign Currency Requirement
- (vi) Ethics and Integrity Pact
- (vii) Form of Agreement
- (viii) Confidential Business Questionnaire
- (ix) Form of Tender Security
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment
- (xii) Letter of notification

FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor/Supplier]
_____ [address]

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from _____

_____ [mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs _____

All tenders must be accompanied by _____ number of copies of the same and a security in the form and amount specified in the tendering documents, and must be delivered to

_____ [address and location]

at or before _____ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

_____ Authorised Signature

_____ Name and Title

FORM OF TENDER

TO: The County Secretary _____ [Date]
County Government of Siaya
P. O. Box 803-4600
Siaya, Kenya

TENDER NO: CGS/HEALTH/OT/2015-2016/001 PROPOSED SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VARIOUS MEDICAL INSTRUMENTS AND EQUIPMENT TO COUNTY GOVERNMENT OF SIAYA

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Price schedules for the execution of the above named work we, the undersigned offer to supply, delivery, installation and commissioning such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Work as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 3.6 of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of
_____ [Name of Employer]
of _____ [Address of Employer]

Witness; Name _____

Address _____

Signature _____

Date _____

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ *[date]*

To: _____
[name of the Contractor/Supplier]

[address of the Contractor/supplier]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for the Contract
Price of Kshs. _____ *[amount in figures]* [Kenya
Shillings _____ *(amount in words)*] in accordance with the
Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the
Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

TENDER QUESTIONNAIRE

Please fill in block letters.

- 1. Full names of tenderer

.....

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

.....

- 3. Telephone number (s) of tenderer

.....

- 4. Telex address of tenderer

.....

- 5. Name of tenderer's representative to be contacted on matters of the tender during the tender period

.....

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

.....

.....

Signature of Tenderer

Make copy and deliver to: _____ (Name of Employer)

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of _____
_____ (*name of Contract*) being accepted, we would
require in accordance with Clause 21 of the Conditions of Contract, which is
attached hereto, the following percentage:

(Figures)..... (Words).....

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

.....
.....

Date: The Day of 20.....

Enter 0% (zero percent) if no payment will be made in foreign currency.

Maximum foreign currency requirement shall be _____ (percent) of
the Contract Sum, less Fluctuations.

(Signature of Tenderer)

ETHICS AND INTEGRITY PACT

TO BE FILLED, DATED, SIGNED AND SUBMITTED BY ALL PERSONS BIDDING FOR THE SUPPLY OF OR PROVISION OF ANY GOODS OR SERVICES TO THE COUNTY GOVERNMENT OF SIAYA

Bidder's undertaking on Ethics and Integrity

Accepting that transparent business management and fair public administration are the key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present proposal for:.....,

I _____ (Tenderer's Representative's name) /all personnel of _____ (name of Firm) **signature and**

Stamp..... and its sub-contractors and agents hereby agree that:

- 1 I/We understand that the County Government of Siaya is/are a law-abiding institution and I/We undertake to abide by all the Laws of Kenya particularly the laws, rules and regulations governing ethics and integrity and the procurement of goods and services by public agencies in Kenya. I/We shall not conduct any unethical business practices, including but not limited to making false declarations and representations in bidding documents; bid-rigging, collusive bidding, canvassing,.
- 2 I/We shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to any officials of the County Government of Siaya or indeed any other person nor commit any other act with a view to unlawfully influencing the process or outcome of procuring for the goods and/or services herein or the performance of any contract arising from the procurement process.
- 3 I/We undertake to report to the County Government of Siaya Ombudsman and the Kenya Anti-Corruption Commission any acts of corruption and unethical practice by any official of the County Government of Siaya, any of my/our employees, agents, associates, affiliates or indeed any other person that come to our knowledge in the course of procuring the supply and provision of the goods and/or services herein or the performance of any contract arising therefrom.
- 4 In bidding for the goods or services herein and in the course of any contract that may arise therefrom, I/We shall not make any statement which is untrue based on our knowledge, information and belief. I/We shall fully and truthfully declare my/our ability to provide the goods and/or perform the services and we will not bid for the supply of goods or provisions of services which we do not have the capacity to provide whether at all or under the terms required by the County Government of Siaya.

- 5 I/We declare that we have the legal and operational capacity to make a bid for the goods and/or services herein, including but not limited to the fact that I/We am/not an undischarged bankrupt, under receivership or liquidation or otherwise insolvent nor suffering from any such or other incapacity that would make our bid or our ability to provide the goods and/or services herein legally or operationally untenable.
- 6 I/We declare that there is no conflict of interest situation existing between myself/us on the one hand and the County Government of Siaya on the other with regard to the supply of the goods and/or provision of the services herein that would make the our bid or contract ethically or legally untenable. If any such conflict arises in the course of the procurement process and before the conclusion of any contract arising therefrom, I/We shall fully and truthfully declare such conflict to the County Government of Siaya.
- 7 I/We understand that the violation if this pact may lead to the disqualification of my/our bid, to the termination of any contract or obligation between myself/us and the County Government of Siaya and my/our prosecution.

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ___ day of _____ 20___ between.....[name of procurement entity] of[County Government of Siaya](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 _____

County government of Siaya

Signed, sealed, delivered by _____ the _____

The Tenderer

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name.....
 Location of Business Premises
 Plot No.,..... Street/Road.....
 Postal address Tel No. Fax Email
 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			
	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. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

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

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

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20 _____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

supply.....

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

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

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.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER