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**FRAMEWORK CONTRACT FOR SUPPLY AND  
DELIVERY OF DRY FOODS AND PERISHABLE  
FOODSTUFF (MEAT, POULTRY, FISH  
PRODUCTS, EGGS, MILK AND WATER)  
FOR THE PERIOD 2022- 2023**

**TENDER NO: PHL/PHR/001/2022-2023**

**Address to: The Chief Executive Officer**

**Premier Hospital**

**P.O Box 34526-80118**

**Links Road, Nyali**

**Mombasa**

**Email Address: [tender@premierhospital.org](mailto:tender@premierhospital.org)**

**Telephone No. 0717999000**

**8<sup>TH</sup> DECEMBER 2021 AT 10:00 A.M (EAST AFRICAN  
TIME)**

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## SECTION I - INVITATION TO TENDER

Premier Hospital invites Bidders who are technically and financially capable to supply the following mentioned items.

Tender documents with detailed specifications can be downloaded from the Premier Hospital website ([www.premierhospital.org](http://www.premierhospital.org)) free of charge. Bidders should immediately email their name and contact details (cell phone number, email, and company name) to [tender@premierhospital.org](mailto:tender@premierhospital.org)

Completed tender documents must be returned, as specified in the tender document, and deposited in the Tender Box situated at the hospital parking from Monday to Friday between 9am and 4pm and be addressed to.

**The Chief Executive Officer  
Premier Hospital  
P.O Box 34526-80118  
Mombasa**

**To be received on or before 8th December 2021at 10.00am.**

## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

2.1.1 A Tenderer is eligible to bid for a contract in procurement of listed products if the person satisfies the following criteria:

- a) The Tenderer has the legal capacity to enter, into a contract for procurement of the listed product.
- b) The Tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up.
- c) The Tenderer, if a member of a regulated profession, has satisfied all the professional requirements.
- d) The Tenderer has fulfilled tax obligations.
- e) The Tenderer has not been convicted of corrupt or fraudulent practices and is not guilty of any serious violation of fair employment laws and practices.
- g) The Tenderer or consortium shall be considered ineligible to bid where in case of corporation, private company, partnership or other body, the person or consortium, their spouse, child, or sub-contractor has substantial or controlling interest.

2.1.2 Tenderers shall provide the qualification information statement that the tenderer 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 Hospital 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.

### 2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries and licensed through authorized entities.

2.2.2 For purposes of this clause, "origin" means the place where the goods are procured 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 The Tender Document

2.3.1 The tender document comprises the documents listed below, and addenda issued in accordance with the above clauses of 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) Contract Form
- (ix) Manufacturer's Authorization Form (where applicable)
- (x) Confidential Business Questionnaire
- (xi) Declarations that none of the directors have been convicted of corrupt or fraudulent practices
- (xii) Declaration that the company is not insolvent, in receivership, bankrupt or in the process of winding up.
- (xii) Declaration of conflict of interest
- (xiv) Declaration that the company is not debarred from participated in procurement proceedings

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 Amendment of Documents**

2.4.1 At any time prior to the deadline for submission of tenders, the Hospital, 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.

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

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

## **2.5 Documents Comprising of Tender**

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

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.6, 2.7 and 2.8 below.

(b) documentary evidence established in accordance with paragraph 2.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

(c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents.

## **2.6 Tender Forms**

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, make/brand, quantity, and prices.

## **2.7 Tender Prices**

2.7.1 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.

2.7.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances, and delivery to the premises of the entity.

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

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

## **2.8 Tender Currencies**

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

## **2.9 Tenderers Eligibility and Qualifications**

2.9.1 Pursuant to paragraph 2.3 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.

2.9.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Hospitals satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.3.

2.9.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Hospitals 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.

## **2.10 Goods Eligibility and Conformity to Tender Documents**

2.10.1 Pursuant to paragraph 2.3 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.

2.10.2 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.

2.10.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of product samples, literature, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods.

(b) a list giving full particulars, including available source and current prices of the said product, a clause-by-clause commentary on the Hospital 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.

## **2.11 Format and Signing of Tender**

2.11.1 The Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," and as appropriate. In the event of any discrepancy between them, the original shall govern. A soft copy should be provided as well in a flask disk.

2.11.2 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.

2.11.3 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.

## **2.12 Sealing and Marking of Tenders**

2.12.1 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. All bids submitted shall have their pages serialized to enhance integrity of the tender document.

2.12.2 The inner and outer envelopes shall:

(a) be addressed to the Hospital at the following address

**The Chief Executive Officer  
Premier Hospital  
P.O Box 34526-80118,  
Links road, Mombasa**

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE 8<sup>TH</sup> DECEMBER 2021, 10.00 AM (EAST AFRICAN TIME)

2.12.3 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".

2.12.4 If the outer envelope is not sealed and marked as required by paragraph 2.12.2, the Hospital will assume no responsibility for the tender's misplacement or premature opening.

## **2.13 Clarification of Tenders**

2.13.1 To assist in the examination, evaluation, and comparison of tenders the Hospital 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.

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

## **2.14 Preliminary Examination**

2.14.1 The Hospital 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.

2.14.2 If a tender is not substantially responsive, it will be rejected by the Hospital and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.15 Evaluation and Comparison of Tenders**

2.15.1 The Hospital will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 1.3.



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

2.15.3 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.

## **2.16 Contacting the Hospital**

2.16.1 No tenderer shall contact the Hospital on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

## **2.17 Award of Contract**

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

2.17.1 In the absence of pre-qualification, the Hospital 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.

2.17.2 The determination will take into, account the tenderer financial, technical, supply and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, as well as such other information as the Hospital deems necessary and appropriate.

2.17.3 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 Hospital will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

2.17.4 The Hospital 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 with all conformities needed.

### **(c) Hospital's Right to Vary quantities**

2.17.5 The Hospital 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) Hospital Right to Accept or Reject Any or All Tenders**

2.17.6 The Hospital 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 Hospital action.

#### **Notification of Award**

2.17.7 Prior to the expiration of the period of tender validity, the Hospital will notify both successful & unsuccessful tenderer (s) in writing that its tender has been accepted or rejected.

2.17.8 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.

#### **2.18 Signing of Contract**

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

2.18.2 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.

2.18.3 After fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Hospital.

#### **2.19 Corrupt or Fraudulent Practices**

2.19.1 The Hospital requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts in pursuance of this policy, the Hospital defines, for the purpose of this provision following terms as follows.

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a hospital 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 Hospital 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 Hospital of the benefits of free and open competition.

2.19.2 The Hospital 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.

2.19.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Premier hospital.

## 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, between the Premier Hospital 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 Pharmaceuticals, surgical, stationary and any other materials which the tenderer are required to supply to the Premier Hospital under the Contract.
- (d) "The Premier Hospital" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### 3.2 Application

These General Conditions shall apply in all Contracts made by the Hospital for the procurement of goods.

### 3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were procured or produced.

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

### 3.4 Standards

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 tenderer shall not, without the Hospital 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 Hospital in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Hospital 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 2.5.1 shall remain the property of the Hospital and shall be returned (all copies) to the Hospital on completion of the Tenderer's performance under the Contract if so, required by the Hospital.

### **3.6 Patent Rights**

The tenderer shall indemnify the Hospital 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 Hospital.

### **3.7 Inspection and Tests**

3.7.1 The Hospital or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Hospital 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 in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the goods' destination if conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Hospital.

3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Hospital may reject the goods, and the tenderer shall either replace the rejected goods or make alterations necessary to make specification requirements free of costs to the Hospital.

3.7.4 The Hospital right to inspect, test and where necessary, reject the goods after the goods' arrival shall in no way be limited or waived by reason of the goods previously been inspected, tested, and passed by the Hospital or its representative prior to the goods delivery.

3.7.5 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Packing**

3.8.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract.

3.8.2 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

### **3.9 Delivery and Documents**

Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Hospital in its Schedule of Requirements and the Special Conditions of Contract.

### **3.10 Insurance**

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.

### **3.11 Payment**

3.11.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.11.2 Payments shall be made promptly by the Hospital as specified in the contract.

### **3.12 Prices**

3.12.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, except for any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.12.2 Contract price variations shall not be allowed before a period of 12 months (1 year).

3.12.3 The prices shall be in Kenya Shilling, inclusive of all Government taxes and other expenses and must remain valid for 150 days from the closing/opening date of the tender

3.12.4 No Special Prices shall be applicable on Emergency delivery

### **3.13 Assignment**

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

### **3.14 Subcontracts**

The tenderer shall notify the Hospital 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.

### **3.15 Termination for default**

3.15.1 The Hospital 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 the goods within the periods) specified in the Contract, or within any extension thereof granted by the Hospital

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Hospital has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.16 Liquidated Damages**

If the tenderer fails to deliver any or all, of the goods within the period(s) specified in the contract, the Hospital 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.

### **3.17 Resolution of Disputes**

3.17.1 The Hospital 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.

3.17.2 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 format.

### **Language and Law**

3.17.3 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.18 Force Majeure**

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

### **3.19 Delivery of Goods**

(a) Delivery of the goods shall be made by the tenderer to the Hospital's store and in accordance with the time schedule prescribed by the Hospital in the Local Purchase Orders.

(b) If at any time during the performance of the Contract, the tenderer should encounter conditions impeding timely delivery of the Goods, the tenderer shall promptly notify the Hospital in writing of the fact of the delay, its likely duration, and its causes. On receipt of the tenderer's notice, the Hospital shall evaluate the situation and may at its discretion extend the tender's time for delivery with or without liquidated damages, in which case the extension shall be ratified by

the Hospital by amendment of the Local Purchase Order. However, if such dalliance leads the Hospital to procure the same items from other sources the tenderer shall be liable to the Hospital for any excess cost incurred for such similar goods and refusal by the tenderer shall lead to termination.

(c) Except as provided under the General Conditions of contract, a delay by the tenderer in the performance of its delivery obligations shall render the tenderer liable to the imposition of liquidated damages pursuant to paragraph 2.17 unless an extension of time is agreed upon pursuant to paragraph 2 (b) above without application of liquidated damages.

(d) Upon delivery of the Goods, the tenderer shall notify the Hospital and forward the following documents to the Hospital:

(i) Copies of the supplier invoice showing Goods description, quantity, unit price, total amount, and Local Purchase Order number (LPO).

(ii) Delivery note giving details as (a) above.

(iii) Certificate of Origin (where applicable).

The Hospital with the arrival of the Goods shall receive the above documents, and if not received, the Goods will be rejected, and the tenderer will be responsible for any consequent expenses.

### **3.20 Delivery Times: -**

Deliveries shall not be made after 4.30pm unless with special permission by the chief Executive Officer, Supply Chain Management, or any officer authorized person(s).

### **3.21 Availability of goods**

The tenderer shall carry sufficient inventories to assure ex-stock supply of the Goods tendered for they must undertake to hold ex-stock a quarter of tender quantity at any time during the contract period. The items shall be supplied as promptly as possible and within the period specified on the Local Purchase Orders.

### **3.22 Standards**

(i) The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials, or workmanship (except when the design and/or material is required by the Hospital's specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in the Hospital.

(ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. the supplier shall either:

(a) make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order, to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the Hospital, or

(b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs.

### 3.23 Breach of Previous Contract

Tenderers who defaulted on the previous supplies' contracts shall not be considered for the products/service they defaulted on and failed to deliver.

The Tenderers shall submit a reference confirming that they have not been debarred from supplying goods to other institutions.

## SECTION IV - TECHNICAL SPECIFICATIONS

### Stage A: Instructions to Bidders (ITB) (See schedule of requirements)

Instructions to Bidders (ITB)	Particulars of appendix to instructions to renderers
ITB 4.1	Firms specializing in the supply and delivery of Dry and Perishable Foodstuff (Meat and Meat Products, Poultry, Fish, Eggs, Milk and Water)
ITB 4.2	The price to be charged for the tender document shall be kshs 1,000 for the hard copy. (N/A)
ITB 4.3	Price variation shall not be allowed within the contract period
ITB 4.4	For Clarification of bid purposes only, the Purchaser's address is Attention: <b>The Supply Chain Manager - Premier Hospital, Address: Links Road, Nyali.</b> <b>City: Mombasa. ZIP Code: 80118</b> <b>Country: KENYA. (EAST AFRICA)</b> <b>Telephone: 0717999000</b> <b>E-mail address: tender@premierhospital.org</b>
ITB 4.5	The language of all correspondences and documents related to the Tender is: <i>English</i>
ITB 4.6	Prices shall be quoted in <i>Kenya Shillings</i> .
ITB 4.7	The Bidder shall submit the following additional <b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine responsiveness:
ITB 4.7.1	1) Copy of certificate of Registration/Incorporation.
ITB 4.7.2	2) PIN Certificate & Copy of Valid Tax Compliance certificate.
ITB 4.7.3	3) Must Fill the Form of Tender in the format provided.
ITB 4.7.4	4) Must Provide certified - financial standing Audited financial statements for the last two years 2019 & 2020) provided. Companies registered within the



<p>ITB 4.7.5</p> <p>ITB 4.7.6</p> <p>ITB 4.7.7</p> <p>ITB 4.7.8</p> <p>ITB 4.7.9</p> <p>ITB 4.7.10</p> <p>ITB 4.7.11</p> <p>ITB 4.7.12</p> <p>ITB 4.7.13</p> <p>ITB 4.7.14</p>	<p>last one year should submit certified bank statements for at least six months or the duration of registration.</p> <p>5) The bid validity period shall be 120 days from the tender opening date and the bid guarantee shall remain valid for 30 days beyond the validity period for the bids.</p> <p>6) Reference letters / Proof of similar contracts in scope and value</p> <p>7) To submit a written confirmation of after sales service(s)</p> <p>8) Written undertaking for supply of high-quality fresh produce</p> <p>9) Bidders shall sequentially serialize, stamp, and sign all pages for each tender document submitted and have table of content indicating sections and page numbers failure to which the bidder shall be disqualified</p> <p>10) Certified copy of <b>RECENT CR12/CR13 FORM</b> from registrar of companies and ID copies of Proprietors</p> <p>11) Duly filled, stamped, and signed declaration form in the format provided</p> <p>12) Duly filled, stamped, and signed Confidential Business Questionnaire form in the format provided</p> <p>13) Duly filled, stamped, and signed tender security declaration form in the format provided</p> <p>14) Duly filled, stamped, and signed anti-corruption declaration commitment / pledge in the format provided</p> <p>At this stage, the tenderer's 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.</p>
<p>ITB 4.8</p>	<p>Submission of two Tender documents securely bound (Spiral or book) and clearly marked (<b>ORIGINAL AND COPY</b>) by the tenderer with a soft copy in a flash disk. <b>The bidders MUST submit Scheduled Requirements/Price List in Ms-Excel format to Premier Hospital email address <a href="mailto:tender@premierhospital.org">tender@premierhospital.org</a> indicating the Bidding Company Name and Tender Number on the Email Subject.</b></p>
<p>ITB 4.9</p>	<p>Alternative Bids shall not be considered.</p>
<p>ITB 4.10</p>	<p>Place of Destination is <i>Premier Hospital, Links Road - Mombasa,</i></p>
<p>ITB 4.11</p>	<p>Prices quoted should be inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (150) days (Total) from the closing date of the tender</p>
<p>ITB 4.12</p>	<p>The bid validity period shall be 120 days from the tender opening date.</p>
<p>ITB 4.13</p>	<p>In addition to the <b>original</b> of the bid, the number of copies shall be <b>two</b>, one of them shall be clearly marked either '<b>Original</b>' or '<b>Copy</b>'. In the event of any discrepancy between the original and the copies, the original shall prevail. A soft copy to be made available in a flash disk.</p>
<p>ITB 4.14</p>	<p><b>After sales service is required:</b> The bidder should provide an undertaking for the establishment and provision of an adequate after sales and facility by self or the</p>

	appointment of an acceptable local agent with adequate facility to fully support the items offered by the bidder
--	--

**Stage B: Submission of Bids**

<b>Submission of Bids</b>	Particulars of appendix to instructions to renderers
<b>ITB 4.15</b>	The Original and Copy of Tenders shall be enclosed in separate envelopes and sealed into an Outer envelope and shall be submitted at: <b>The Chief Executive Officer Premier Hospital P.O Box 34526-80118 Mombasa</b> Bear Tender No. _____ and the words: <b>“DO NOT OPEN BEFORE,”</b> 8 <sup>th</sup> December 2021 at 10.00 AM, (East African Time)
<b>ITB 4.16</b>	<b>Tenders shall be deposited into the Tender Box mounted at the Parking Area of the Premises of Premier Hospital situated on Links Road, Nyali - Mombasa during office hours (Weekdays 9.00 am to 4.00 pm) on or before 8th, December 2021 at 10.00 a.m.</b>
<b>ITB 4.17</b>	The bid opening shall take place at: Address: <b>Premier Hospital Building, Links Road - Nyali - Mombasa. Date:8th December 2021 at 10.00 AM and shall be, in compliance, with COVID-19 guidelines as given by MOH. The tender opening minutes shall be shared with all the bidders.</b>
<b>ITB 4.18</b>	If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <b>Not Applicable</b>

**SECTION V - EVALUATION CRITERIA**

The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents:

**Selection Process**

Below is a description of the evaluation steps that will be adopted.

**STEP 1: Preliminary evaluation**

This will be an elimination stage which will be done as per paragraph 11.1(h) above.

**STEP 2: Technical evaluation**

Bidders will be required to provide technical details of the scheduled Items that meets the provided technical requirement. **Only Bidders who score 70% and above will be considered to be technically responsive and therefore be considered for further evaluation**

5.1	Evaluation and Comparison of Tenders	Documentary Evidence in form of copies.
	<b>Preliminary Evaluation Criteria (Mandatory Requirements)</b>	<b>Responsive or not responsive</b>
1	Submission of two Tender documents securely bound (Spiral or book) and clearly marked ( <b>original and copy</b> ) by the tenderer. No loose documents will be accepted.	
2	All pages of both (Original & Copy) documents <b>Must</b> be <b>Sequentially Serialized</b> by the tenderer with <b>Table of Content</b> indication Sections and Page Numbers	
3	Form of Tender duly completed, signed, and stamped.	
4	Confidential Business questionnaire duly completed, signed, and stamped.	
5	PIN Certificate and Copy of Valid Tax Compliance Certificate/exemption certificate.	
6	Copy of Certificate of Incorporation/evidence of registration whichever is applicable and company profile	
7	Certified copy of <b>RECENT CR12/CR13 FORM</b> from registrar of companies and ID copies of Proprietors	
8	Duly filled, stamped, and signed declaration form in the format provided	
9	Duly filled, stamped, and signed tender security declaration form in the format provided	
10	Duly filled, stamped, and signed anti-corruption declaration commitment / pledge in the format provided	

Documentary evidence inform of copies and original where applicable must be provided for one requirement stated above. 100% compliance will be required to proceed to next evaluation stage. **Failure to provide ANY of the above mandatory requirements will lead to disqualification.**

## Stage 2: Technical Evaluation Criteria

Product evaluation will be done on the sample and Literature submitted by the Bidders and will involve following:

1. Evaluation against specifications given in the Tender Documents.
2. Original literature, complete and in English language will be evaluated where applicable.
3. Samples must not be expired within the tender validity period.
4. Sample must be presentation of the actual product to be supplied.
5. Sample must have a plain label indicating the tender number and product number.

5.2	Evaluation and Comparison of Tenders	Documentary Evidence in form of copies
	Technical Evaluation Criteria Areas	Rating/Scores
1	Reference letter/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 marks
2	Submission of certified - financial standing Audited financial statements for the last two years (2019 & 2020) or certified bank statements for at least six months or the duration of registration of the business/company	20 marks
3	Written undertaking for supply of high-quality fresh produce	20 marks
4	Submission of <b>Financial Proposal (duly filling the schedule of requirements/ Price List) and soft copy sent to tender@premierhospital.org</b>	30 marks
<b>TOTAL</b>	<b>FINAL SCORES</b>	<b>100 marks</b>

## Stage 3 - Financial Evaluation

Evaluation will involve the following:

- a) Confirmation and considering price schedule duly completed and signed
- b) Conducting a financial comparison
- c) Award to the lowest Responsive Bidder

### (a). Determination of evaluated price for each bid using the Following

- i) There will be no corrections of arithmetic errors as per Public Procurement & Assets Disposal Act 2015 Section 82.
  - ii) Conversion of all tender, to same currency using a uniform exchange rate prevailing at the closing date of the Tender.
  - iii) Application of any discount offered on the tender.
  - iv) Establish if items quoted for are within prevailing market rates from the known wholesalers.
- A written undertaking that the prices shall remain valid for 12 months from date of contract.

**(b) Ranking of Tenders according to their evaluated prices**

All documents indicated above, and all other technical documents required to qualify for the tender participation should be submitted together with the bid on or before the closing date. Any bid not accompanied by the documents shall be rejected as non-responsive.

## SECTION VI - SCHEDULE OF REQUIREMENTS

Tender Number: **PHL/PHR/001/2022-2023**

Items under this contract will be ordered as and when required during the contract period commencing in January 2022 and ending in December 2022.

### CATEGORY A: PERISHABLE FOODSTUFFS

<b>REGISTRATION OF SUPPLIERS FOR SUPPLY OF PERISHABLE PRODUCTS, OPEN TO ALL ELIGIBLE FIRMS</b>			
Item No	Item Description	Unit of issue (Kgs)	Delivery Time
1	Apples (red)	Per Kg	
2	Arrowroots	Per Kg	
3	Avocado	Per Kg	
4	Baby Marrow (Courgette)	Per Kg	
5	Bananas	Per Kg	
6	Broccoli	Per Kg	
7	Butternuts	Per Kg	
8	Capsicum red &Yellow		
9	Carrots	Per Kg	
10	Cauliflower	Per Kg	
11	Celery	Per Kg	
12	Cucumber	Per Kg	
13	Dhania	Per Kg	
14	Dry Beans	Per Kg	
15	Egg Plant	Per Kg	
16	French Beans	Per Kg	
17	Garden Peas (Peeled)	Per Kg	
18	Garlic	Per Kg	
19	Ginger	Per Kg	
20	Green Chillies	Per Kg	
21	Green Pepper	Per Kg	
22	Leeks	Per Kg	
23	Lemons	Per Kg	
24	Lettuce	Per Kg	
25	Maize Cobs	Per Kg	
26	Mangoes	Per Kg	
27	Matoke	Per Kg	

28	Mchicha (Spinach)	Per Kg	
29	Okra	Per Kg	
30	Onions (Red)	Per Kg	
31	Oranges	Per Kg	
32	Passion (Black)	Per Kg	
33	Pawpaw	Per Kg	
34	Pineapples	Per Kg	
35	Pojo (Green Lentils)	Per Kg	
36	Potatoes (Sweet)	Per Kg	
37	Potatoes (White)	Per Kg	
38	Pumpkin	Per Kg	
39	Rice (Biriani)	Per Kg	
40	Snow Peas		
41	Spinach		
42	Sukumawiki (Kales)	Per Kg	
43	Tomatoes	Per Kg	
44	Watermelon	Per Kg	
45	White cabbage		

*Prices to include all taxes applicable and delivery must be quoted in Kenya Shillings*

*(No special delivery costs shall be accepted)*

*Tenderer's name* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

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

### CATEGORY B: DRY FOODS

Item No	Item Description	Unit of issue	Unit Price	Delivery Time	Brand
1	Aluminum Foil	45*30cm			
2	Atta Mark 1				
3	Baking Powder				
4	Bamboo Skewers				
5	Bay Leaves				
6	Beef Cubes				Knorr
7	Beef Masala				
8	Black Olives				
9	Black Pepper Corns Whole				

10	Brown Rice				
11	Capers				
12	Cardamon Seeds				
13	Cling Film				
14	Coffee				Dormans
15	Cornflakes				
16	Corn Oil				
17	Chicken Cubes				
18	Cinnamon Sticks				
19	Cinnamon Powder				
20	Cumin Seeds				
21	Curry Powder				
22	Chicken Masala				
23	Chef Hats				
24	Chili sauce sachets				
25	Croma				
26	Custard Powder				
27	Drinking Chocolate				
28	Drinking Straws				
29	Dry Beans				
30	Dry Yeast				
31	Dhana Jeera				
32	Egg Yellow				
33	Fussil Pasta				
34	Fish Masala				
35	Garam Masala				
36	Gram Flour				
37	Green Daal				
38	Green olives				
39	Gherkins				
40	Ginger Powder				
41	Hair Nets				
42	Herbs Mixed				
43	Icing Sugar				
44	Juice Apple				
45	Juice Mango				Delmonte
46	Juice Pineapple				Delmonte
47	Juice Passion				Delmonte



48	Ketepa Tea Bags (enveloped)				Ketepa
49	Maccoroni				
50	Maize Flour				
51	Match Boxes				
52	Milo				
53	Mini Marmalade				Bio
54	Mini Honey				
55	Mustard cream/seeds				
56	Mini Red Jam				
57	Mushrooms				
58	Nescafe Cofee 200 grams				Nescafe
59	Oregano				
60	Porridge Oats				Nuvita
61	Paper Serviettes				
62	Peanut Butter				
63	Pasta				
64	Pilau Masala				
65	Pilau Mix				
66	Rice Biriani				
67	Rice Fatma				Fatma
68	Rosemary				
69	Royco Powder				
70	Salt (Ken salt)				Kensalt
71	Salt sachets				
72	Saffron Powder				
73	Steel Wool (Heavy Duty)				
74	Sugar White				
75	Sugar Sachets				
76	Sufuria Scrubber				
77	Supa Bright				
78	Sultanas 1KG				
79	Soy Sauce Light				
80	Spanish Paprika				
81	Spaghetti				
82	Sweet Corn				
83	Sweetener canderel				
84	Tea Leaves				
85	Tea masala				

86	Tomato Sauce Sachets				
87	Tomato Paste				
88	Turmeric Powder				
89	Vanilla Essence				
90	Veebol				
91	Weetabix				
92	Wimbi Flour				
93	Window Squeezer				
94	Wipex				
95	Wheat Flour				
96	White Pepper Powder				
97	White Vinegar				
98	Wrapped toothpicks				
99	Yellow Daal				

*Prices to include all taxes applicable and delivery must be quoted in Kenya Shillings*

*(No special delivery costs shall be accepted)*

*Tenderer's name* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

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

**CATEGORY C: CHICKEN, MEAT AND FISH PRODUCTS**

<b>Item No</b>	<b>Item Description (Halal)</b>	<b>Unit of issue</b>	<b>Unit Price</b>	<b>Delivery Time</b>
1	Beef Fillet			
2	Beef Liver			
3	Beef Ox Tail			
4	Beef Strip Loon Without Bone			
5	Mince Meat Beef			
6	Beef Sausages - Halal			
7	Staff Meat			
8	Chicken Whole			
9	Eggs			
10	Chicken Sausages - Halal			
11	Mutton Lamp Chops			
12	Mutton / Lamp Leg			
13	Fish Fillet - Tilapia			

*Prices to include all taxes applicable and delivery must be quoted in Kenya Shillings*

*(No special delivery costs shall be accepted)*

Tenderer's name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

**CATEGORY D: MILK**

Item No	Item Description	Unit of issue	Unit Price	Delivery Time	Brand
1	Cheese Mozarella				
2	Mini Butter Salted	200pcs			
3	Long Life Milk	500ml			
4	Yoghurt Strawberry	150mls Cups			
5	Yoghurt Vanilla	150mls Cups			
6	Yoghurt Natural	150mls Cups			

*Prices to include all taxes applicable and delivery must be quoted in Kenya Shillings*

*(No special delivery costs shall be accepted)*

Tenderer's name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

**CATEGORY E: BREAD**

Item No	Item Description	Unit of issue	Unit Price	Delivery Time	Brand
1	Bread Sliced - Brown	400gms			
2	Bread Sliced - White	400gms			
3	Bread sliced - Brown	800gms			
4	Bread Sliced - White	800gms			

*Prices to include all taxes applicable and delivery must be quoted in Kenya Shillings*

*(No special delivery costs shall be accepted)*

Tenderer's name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

**CATEGORY F: WATER**

<b>Item No</b>	<b>Item Description</b>	<b>Unit of issue</b>	<b>Unit Price</b>	<b>Delivery Time</b>	<b>Brand</b>
1	Bottled Water 500ml with Logo				
2	Bottled Water 1L				
3.	Bottled Water Refill 18.9L				
3	Keringet 500mls				

*Prices to include all taxes applicable and delivery must be quoted in Kenya Shillings*

*(No special delivery costs shall be accepted)*

*Tenderer's name* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

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

**SECTION VII - STANDARD FORMS**

**7.1 FORM OF TENDER (MANDATORY)**

Tender No: \_\_\_\_\_

Date: \_\_\_\_\_

To: *[name and address of procuring entity]*

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\_\_\_\_\_.

*(Name)*

\_\_\_\_\_

*[signature]*

\_\_\_\_\_

*[in the capacity of]*

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

**7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (MANDATORY)**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) (Whichever applied to your type of business) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form.

**Mandatory**

*Part 1 – General:*

Business Name

.....

Location of business premises.

.....

Plot No.....

Street/Road .....

Postal Address ..... Tel No. ....

Company Mobile ..... Email address.....

Contact Person .....Mobile.....

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 (b) Partnership**

Given details of partners as follows:

Name Nationality Citizenship Details Shares

1.....

2.....

3.....

4.....

5.....

Part 2 (c) – Registered Company Private or Public

.....

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

Issued Kshs. ....

Given details of all directors as follows

Name Nationality Citizenship Details Shares

1.....

2.....

3.....

4.....

5.....

**7.3 DECLARATION FORM (MANDATORY)**

Date

\_\_\_\_\_

To \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The tenderer i.e. (name and address) \_\_\_\_\_  
\_\_\_\_\_ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**(To be signed by authorized representative and officially stamped)**



**7.4 ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE (MANDATORY)**

*(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)*

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

**7.5 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

## 7.6 LETTER OF NOTIFICATION TO UNSUCCESSFUL BIDDERS

Dear Sir/Madam

This is to inform you in accordance with Section 67 of the Public Procurement and Disposal Act 2005 that your offer in relation to [*tender name and number*] has been determined to be unsuccessful upon evaluation. We intend to make a contract with [*name of successful tenderer*] for [*amount*]. Your tender security / tender security declaration will be discharged.

Thank you for your participation in the tendering process.

## 7.7 CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_ 20\_\_\_ between ..... [name of Procurement entity] of ..... [country of Procurement entity] (hereinafter called "the Procuring entity) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part.

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

NOW THIS AGREEMENT WITNESSETH 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 tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity 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)*

### 7.8 TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated] Date: .....of Tender Submission] Tender No.: ..... To: ..... I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we - (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of: (a) our receipt of a copy of your notification of the name of the successful Tenderer; or (b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed.....

Capacity / title (director or partner or sole proprietor, etc.) .....

Name: .....

Duly authorized to sign the bid for and on behalf of: [insert complete name of Tenderer]

Dated on ..... day of ....., ..... [Insert date of signing]

Seal or stamp

## 7.9 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]

**7.10 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**7.11 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.