COUNTY GOVERNMENT OF MERU (CGM)

DEPARTMENT OF HEALTH SERVICES:

OPEN TENDER

FRAMEWORK AGREEMENT

FOR

SUPPLY AND DELIVERY OF LAB REAGENTS AND RELATED CONSUMABLES

TENDER NO: CGM/ONT/MCDH/FWA/036/2022-2023

(March, 2023)

EXECUTING AGENCY/CLIENT:
CHIEF OFFICER FINANCE, ECONOMIC PLANNING & ICT
COUNTY GOVERNMENT OF MERU
P. O. BOX 120
MERU

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INVITATION TO TENDER

COUNTY GOVERNMENT OF MERU, DEPARTMENT OF HEALTH SERVICES
P.O BOX 120-60200 MERU
WEBSITE: www.meru.go.ke
Email: procurement.finance@meru.go.ke

1. The **County Government of MERU-DEPARTMENT OF HEALTH SERVICES** invites sealed tenders for **FRAMEWORK AGREEMENT FOR SUPPLY AND DELIVERY OF LAB REAGENTS, CONSUMABLES AND SMALL EQUIPMENT**

Tendering will be conducted under open competitive method (National) using a standardized tender document for a period of One Year, Second & Third Years Renewable upon satisfactory performance. Tendering is open to all eligible tenderers. Interested candidates may obtain further information and inspect the tender document from CGM website: www.meru.go.ke. Funds for this project will be obtained from the Exchequer.

1.1 Qualified and interested tenderers shall download the tender document from the above given websites free of charge, and **MUST** forward their particulars immediately for recording and further clarification and addenda to procurement.finance@meru.go.ke

1.2 **DROP-OFF SEALED BID ENVELOPES** must be delivered & deposited in the tender box located at the reception of the **COUNTY GOVERNMENT OF MERU HEADQUARTERS, GROUND FLOOR** and addressed to: **THE COUNTY SECRETARY, COUNTY GOVERNMENT OF MERU, P.O. BOX 120-60200 MERU** on or before **5TH APRIL 2023 @ 10:00 AM**

1.3 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 126 days from the closing date of the tender;

1.4 Tenderers shall furnish, as part of their application a tender security as indicated in the instructions to tender. Tenders will be awarded on basis of Framework Agreement.

1.5 The Tenderer shall chronologically serialize all pages of the tender documents submitted

1.6 Late Bids will be rejected. Bids will be publicly opened immediately after closure in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below:

Address for obtaining further information
Ag. Director, Supply Chain Management County Government of Meru
P.O Box 120-60200 Meru
Email: procurement.finance@meru.go.ke

CHIEF OFFICER,
DEPARTMENT OF HEALTH SERVICES
COUNTY GOVERNMENT OF MERU,
P. O. BOX 120-MERU.

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1 The Procuring Entity as defined in the **TDS** invites tenders for supply of goods (Lab reagents and related consumables) and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.

2. Throughout this tendering document:

2.1 The terms:

a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;

b) if the contexts or esquires, "singular" means "plural" and vice versa; and

c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

3.3 **Unfair Competitive Advantage -** Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.

3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.1 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

b Receives or has received any direct or indirect subsidy from another Tenderer; or

c has the same legal representative as another Tenderer; or

d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

e or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or

f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or

g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

h has a close business or family relationship with a professional staff of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a subcontractor in more than one Tender.

A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

4.1 A tenderer that has been debarred from participating in public procurement shall be in eligible to be prequalified for, initially selected for, tender for, propose for, or be awarded a contract during such period of time as the PPRA shall have determined. The list of debarred firms and individuals is available at **PPRA's website** info@ppra.go.ke or complaints@ppra.go.ke.

4.2 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Procuring Entity, that they (i) are legally

and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Entity.

4.3 A tenderer shall not be under suspension from tendering by the Procuring Entity as the result of the operation of a Tender–Securing Declaration or Proposal-Securing Declaration.

4.4 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.5 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in *"SECTION III - EVALUATION AND QUALIFICATION CRITERIA, item 9".*

4.6 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.7 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

4.8 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5 **Qualification of the Tenderer**

5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any eligible country.

5.2 For purposes of this ITT, the term "goods" includes any goods that are the subject of this Invitation to Tender, and "Related Services" includes services such as transportation, insurance, commissioning and training.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

5.4 Any goods, works and production processes with characteristic that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

B. Contents of Tendering Document

6 **Sections of Tendering Document**

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

i) Section I - Instructions to Tenderers (ITT) ii) Section II - Tender Data Sheet (TDS)

iii) Section III - Evaluation and Qualification Criteria iv) Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

v) Section V-Procuring Entity's Requirements

PART 3: Contract

vi) Section VI - General Conditions of Contract (GCC) vii)

Section VII - Special Conditions of Contract (SCC)

viii) Section VIII - Contract Forms

6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Clarification of Tendering Document

7.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any Invitation to clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS.** The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 8 and ITT 22.2.

8. Amendment of Tendering Document

8.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

8.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

B. Preparation of Tenders

9. Cost of Tendering

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless s of the conduct or outcome of the Tendering process.

10. Language of Tender

10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the English Language**.** Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language**,** in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

a) **Form of Tender** prepared in accordance with ITT 12;

b) **Price Schedules**: completed in accordance with ITT 12 and ITT 14;

c) **Tender Security** or **Tender-Securing Declaration**, in accordance with ITT 19.1;

d) **Alternative Tender**, if permissible, in accordance with ITT 13;

e) **Authorization**: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT20.3;

f) **Tenderer's Qualifications**: documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

g) **Tenderer's Eligibility**: documentary evidence in accordance with ITT 17 establishing the Tenderer's eligibility to Tender;

h) **Eligibility of Goods and Related Services**: documentary evidence in accordance with ITT 16, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;

i) **Conformity**: documentary evidence in accordance with ITT 16, that the Goods and Related Services conform to the tendering document; and

j) Any other document required **in the TDS.**

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the tender, together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.

11.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

12. Form of Tender and Price Schedules

12.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

13 Alternative Tenders

13.1 Unless otherwise specified **in the TDS,** alternative Tenders shall not be considered.

14 Tender Prices and Discounts

14.1The prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.

14.2All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3The price to be quoted in the Form of Tender in accordance with ITT 11.1 shall be the total price of the Tender, including any discounts offered.

14.4The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender, in accordance with ITT 14.1.

14.5Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 29. However, if in accordance with the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6If so specified in ITT 1.1, Tenders are being invited for individual lots(contracts) or any combination of lots (packages). Unless otherwise specified in the TDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4 provided the Tenders for all lots (contracts) are opened at the same time.

14.7The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the TDS.

14.8Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The dis- aggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

a) For Goods manufactured in Kenya:

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

on the components and raw material used in the manufacture or assembly of the Goods;

ii) any Kenya sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and

iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the TDS**;

b) for Goods manufactured outside Kenya, to be imported:

i) the price of the Goods, quoted CIP named place of destination, in Kenya, as **specified in the TDS**; and

ii) the price for inland transportation, insurance, local taxes payable on the goods and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the TDS**;

c) for Goods manufactured outside Kenya, already imported:

i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

iv) any Kenya sales and other taxes which will be payable on the Goods if the Contract is awarded to the Tenderer; and

v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS.**

d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

15 Currencies of Tender and Payment

15.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same. The Tenderer shall quote in the currency of Kenya the portion of the Tender price that corresponds to expenditures incurred in Kenya Shillings, unless otherwise specified in the TDS.

15.2 The Tenderer may express the Tender price in any currency. If the Tenderer wishes to be paid in a combination of amounts in different currencies; it may quote its price accordingly but shall use no more than two foreign currencies in addition to the currency of Kenya.

15.3 The rates of exchange to be used by the Tenderer shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the foreign payments under the contract.

16 Documents Establishing the Eligibility and Conformity of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 5, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

16.2 To establish the conformity of the Health Sector Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of:

e) an item-by-item commentary on the provisions of Section VII, Schedule of Requirements demonstrating substantial responsiveness of the Goods and Services to the specifications, or a statement of deviations and exceptions to the provisions of the specifications; and

f) any other procurement-specific documentation requirement as stated **in the TDS.**

Unless the **TDS** stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in Kenya. A Tenderer who has already registered its Goods by the time of Tendering

should submit a copy of the Registration Certificate with its Tender. Otherwise, the successful Tenderer, by the time of Contract signing, shall submit to the Procuring Entity either:

a) A copy of the Registration Certificate of the Goods for use in Kenya; or

b) If such Registration Certificate has not yet been obtained, evidence establishing to the Procuring Entity's satisfaction that the Tenderer has complied with all the documentary requirements for registration as specified **in the TDS.**

16.4 The Procuring Entity shall at all times cooperate with the successful Tenderer to facilitate the registration process within Kenya. The agency and contact person to provide additional information about registration are identified in the TDS.

16.5 If the Goods of the successful Tenderer have not been registered in Kenya at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.

16.6 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17 Documents Establishing the Eligibility and Qualifications of the Tenderer

17.1 To establish Tenderer's eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

17.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

a) that a Tenderer that does not manufacture or produce the Health Sector Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;

b) that in case of a Tenderer not doing business within Kenya (or for other reasons will not itself carry out service obligations), the Tenderer is or will be (if awarded the Contract) represented by a local service provider in Kenya equipped and able to carry out the Tenderer's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity a supplier or group of suppliers' qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

17.4 The purpose of the information described in ITT 17.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which wasprovidedbythetendererunderITT17.3.The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.7If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,

ii) If the contract has been awarded to that tenderer, the contract award will be set aside,

iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.9 If a tenderer submits information pursuant to these requirements that is in complete, in accurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 17.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18 Period of Validity of Tenders

18.1Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT22.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

18.2In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

19 Tender Security

19.1The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.

19.2A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms. If a Tender is specified pursuant to ITT 19.1, the Tender Security shall be a:

i) cash;

ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.

v) Any other Form specified in the **TDS**.

19.3 If a Tender Security is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

19.4 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security pursuant to ITT 45. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were

determined non-responsive or abider declines to extend tender validity period.

19.5 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

19.6 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

c) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or

d) if the successful Tenderer fails to:

i) sign the Contract in accordance with ITT 44; or

ii) furnish a Performance Security in accordance with ITT 45.

19.7Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

19.8The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1and ITT 11.2.

20 Format and Signing of Tender

20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE" In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.

20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TD Sand shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

20.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

21 Sealing and Marking of Tenders

21.1The Tenderer shall deliver the Tender in a single, sealed envelope (one-envelope Tendering process). Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITB11; and

b) in an envelope marked "COPIES", all required copies of the Tender; and

c) if alternative Tenders are permitted in accordance with ITB13, and if relevant:

i) in an envelope marked "ORIGINAL-ALTERNATIVE", the alternative Tender; hand

ii) in the envelope marked "COPIES-ALTERNATIVE TENDER" all required copies of the alternative Tender.

21.2The outer envelopes, shall:

d) Be addressed to the Procuring Entity in accordance with ITT 22.1;

e) Bear the specific identification of this Tendering process indicated in ITT 1.1; and

f) bear a warning not to open before the time and date for Tender opening.

The inner envelopes shall bear the name and address (include email and telephone number) of the Tenderer and all the information above ITT21.2 (a) to (c).

21.3If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted

22 Deadline for Submission of Tenders

22.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall ONLY have the option of submitting their Tenders physically delivered to the address below (as per invitation letter) on or before **[5th April 2023 at 10:00 AM].**

22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23 Late Tenders

23.1The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24 Withdrawal, Substitution, and Modification of Tenders

24.1A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

b) received by the Procuring Entity prior to the dead line prescribed for submission of Tenders, in accordance with ITT 22.1.

24.2 Tenders requested to be withdrawn in accordance with ITT24. 1shallbereturnedunopenedtotheTenderers.

24.3No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

25 Tender Opening

25.1Except as in the cases specified in ITT23 and ITT24.2, the Procuring Entity shall publicly open and read out in accordance with this ITT all Tenders received by the deadline at the date, time and place specified in the TDS in the presence of Tenderers' designated representatives and anyone who choose to attend. All Tenderers, or their representatives and any interested party may attend a public opening. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT22. 1, shall be as specified in the TDS.

25.2First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to

sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per item or lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.

25.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and the Price Schedules are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.

25.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

25.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
b) The Tender Price, per lot(contract)if applicable, including any discounts;
c) any alternative Tenders; and
d) the presence or absence of a Tender Security or Tender Securing Declaration, if one was required.
e) Number of pages of each tender document submitted

25.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

26 Confidentiality

26.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification of Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 40.

26.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

26.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

27 Clarification of Tenders

27.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's Invitation to clarification and the

response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 31.

27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's Invitation to clarification, its Tender may be rejected.

28 Deviations, Reservations, and Omissions

28.1 During the evaluation of Tenders, the following definitions apply:

a) "Deviation" is a departure from the requirements specified in the tendering document;

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

29 Determination of Responsiveness

29.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

29.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) If accepted, would:

i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

29.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section VII, Schedule of requirements have been met without any material deviation or reservation, or omission.

29.4 If a Tender is not substantially responsive other requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30 Non-conformities, Error sand Omissions

30.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.

30.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

30.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or n on-conforming item or component in the manner specified in the TDS.

31 Arithmetical Errors

31.1 The tenders submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

31.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

c) If there is a discrepancy between words and figures, the amount in words shall prevail

31.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

32 Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS.**

33 Margin of Preference and Reservations

33.1 A margin of preference may be allowed on locally manufactured Health goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations. A margin of preference shall not be allowed unless it is specified so in the **TDS**.

33.2 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 33.3.

33.3 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

34 Evaluation of Tenders

34.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

a) Substantially responsive to the tendering document; and

b) The lowest evaluated cost.

34.2 To evaluate a Tender, the Procuring Entity shall consider the following:

a) Price adjustment due to discounts offered in accordance with ITT 14.4;

b) Price adjustment due to quantifiable non material non-conformities in accordance with ITT 30.3; and

c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;

d) any additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.
Multiple Contracts (ITT 33.4)

34.4 Tenders are invited for individual lots, the contract will be awarded to the tenderer offering a substantially responsive Tender(s) and the lowest evaluated cost for individual lots, subject to the selected tenderer(s) meeting the required qualification criteria (this Section III, Sub-Section ITT 36 Qualification Requirements) for each lot. In determining tenderer that offer the lowest evaluated cost to the Procuring Entity for each lot, the Procuring Entity shall apply the following steps in sequence:

(a) evaluate individual lots to determine the substantially responsive Tenders and corresponding evaluated costs;

(b) for each lot, rank the substantially responsive Tenders starting from the lowest evaluated cost for the lot;

(c) apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a tenderer (s) for the award of each Lot based on the discounts and the methodology for their application offered by the respective Tenderer; and

(d) determine contract award based on the lots that offer the tender offers each of which has the lowest evaluated cost to the Procuring Entity.

34.5 The Procuring Entity's evaluation of a Tender will exclude and not taken to account:

a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;

b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

c) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.

34.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified **in the TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITT 34.2

35 Comparison of Tenders

35.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 34.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within Kenya, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

36 Abnormally Low Tenders and Abnormally

High Tenders Abnormally Low Tenders

36.1 An Abnormally Low Tender is one where the Tender price in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

36.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

36.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

36.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

(i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

(ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, scope of work and conditions of contract, as the case may be.

36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37 Qualification of the Tenderer

37.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected a shaving submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in ITT 11.1 as applicable, and Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, sub-contractors or any other firm (s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualification stopper form satisfactorily.

38 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

38.1 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 Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

39 Award Criteria

39.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tenderers. The evaluation and award of contracts will be based on Packages.

40 Procuring Entity's Right to Vary Quantities at Time of Award

40.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS.**

41 Notice of Intention to enter into a Contract

41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

a) The name and address of the Tenderer submitting the successful tender;

b) The Contract price of the successful tender;

c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;

d) the expiry date of the Stands till Period; and

e) instructions on how to request a de briefing and/or submit a complaint during the stand still period;

42 Standstill Period

42.1The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to enter in to a Contract with the successful Tenderer.

43 Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 40, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request. Debriefings of unsuccessful full Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44 Letter of Award

44.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 41.1, upon addressing a complaint that has been filed within the Standstill Period; the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

45 Signing of Contract

45.1Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Framework Agreement.

45.2Within fourteen (14) days of receipt of the Framework Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

45.3The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

46 Performance Security

46.1Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

46.2Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the TDS or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the

Contract to the Tenderer offering the next Best Evaluated Tender.

46.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

47 Publication of Procurement Contract

47.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its noticeboards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

a) Name and address of the Procuring Entity;

b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;

c) the name of the successful Tenderer, the final total contract price, the contract duration.

d) Dates of signature, commencement and completion of contract;

e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

48 Procurement Related Complaint and Administrative Review

48.1 The procedures for making a Procurement-related Complaint are as specified in the TDS.

48.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT).Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

[Where a new-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the procurement process].

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].

ITT Reference	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
	A. General
ITT 1.1	The reference number of the Request for Tenders (ITT) is : **as per the invitation letter** The Procuring Entity is: **as per the invitation letter** The name of the ITT is: **as per the invitation letter** The number and identification of lots (contracts) comprising this ITT is: **Not Applicable**
ITT 2.1(a)	**Electronic –Procurement System (*Not Applicable*)** The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: [*insert name of the e-system and url address or link*] **N/A** The electronic-procurement system shall be used to manage the following aspects of the Tendering process: *[list the aspects here and modify the relevant parts of the TDS accordingly e.g., issuing tendering document, submissions of Tenders, opening of Tenders]*
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: *That any firm or their affiliates or JV or employees involved in any way during consulting services related to this project is highly likely to have competitive advantage owing to prior information about the project and should therefore desist from participating in this tender. If such undue influence is detected, will automatically lead to disqualification on grounds of non-responsiveness*
ITT 3.4	The firms that provided consulting services (*Not Applicable)*
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: ***[insert a number]*** *N/A*
	B. Contents of Tendering Document
ITT 7.1	The contact address is: *As per the invitation Letter* Attention: *As per invitation letter* Postal Address: *As per invitation letter* Physical Address: *As per invitation letter*. Telephone: *As per invitation letter* Electronic mail address: *As per invitation letter*

	Requests for clarification should be received by the Procuring Entity no later than: [*not later than 3 days before submission by close of normal business hours*]. The Procuring Entity shall publish its response at the website: *As per invitation letter*

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

ITT 9.1	i) The Tenderer will submit any request for clarifications in writing at the Address *as per the Invitation Letter*, to reach the Procuring Entity not later than (*not later than not later than 3 days before submission by close of normal business hours)* ii) The Procuring Entity shall publish its response at the website *as per the Invitation Letter*
	The Procuring Entity shall also promptly publish response at the website.
ITT 9.2	The prices quoted by the Tenderer ***["shall not"]*** be subject to adjustment during the performance of the Contract.
ITT 9.3	Prices quoted for each lot (contract) shall correspond at least **to *[insert figure*]** percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to ***[insert figure]*** percent of the quantities specified for this item of a lot.
ITB 9.4	Place of destination: **[County Government of Meru Headquarters in Meru Town, Along Nairobi- Nanyuki Highway]**
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: ***[list any additional document not already listed in ITT 13.1 that must be submitted with the Tender]***
	Other documents required are (*refer to this ITT and Evaluation & Qualification Criteria Only)* _____
ITT 15.1	Alternative Tenders ***["shall not be"]*** considered. ***[If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria. See Section III for further details]***
ITT 15.2(a)	Foreign currency requirements **not allowed.**
ITT 15.2	Alternative times for completion ***"shall not be"]*** permitted. If permitted, the range of acceptable completion time is: _____N/A_____. If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: (*Not Applicable*) ***[If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]***
ITT 16.7	The prices quoted by the Tenderer ***["shall not"]*** be subject to adjustment during the performance of the Contract. The prices quoted by the Tenderer shall be**: "fixed"**
ITT 20.1	The Tender validity period shall be *126 days.*

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

ITT 21.1	***[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]*** A Tender Security ***["shall not be"]*** required. A Tender-Securing Declaration **[*"shall not be"*]** required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be *(Not Applicable)* ***[If a Tender Security is required, insert amount and currency of the Tender Security. Otherwise insert "Not Applicable"] [In case of lots, please insert amount and currency of the Tender Security for each lot]*** ***Note: Tender Security is required for each lot as per amounts indicated against each lot. Tenderers have the option of submitting one Tender Security for all lots (for the combined total amount of all lots) for which Tenders have been submitted, however if the amount of Tender Security is less than the total required amount, the Procuring Entity will determine for which lot or lots the Tender Security amount shall be applied.]***

ITT 21.3 (a)	The Contract price shall be adjusted by *(Not Applicable unless in conformity with the Act after One Year)*
ITT 21.3 (b)	Other documents required are **as per the evaluation criteria.**
ITT 22.1	In addition to the original of the Tender, the number of copies is**: One**
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**:** All details as provided in the Form of Tender *and* the dully filled certificate of independent tender determination
	D. Submission and Opening of Tenders
ITT 24.1(a)	A tender package or container that cannot fit in the tender box shall be received as follows: 1. **Will be recorded in a register at the Main Reception** **2. Will be kept at the Supply Chain Management Registry until the day of tender opening.**
ITT 24.1(b)	For **Tender submission purposes** only, the Procuring Entity's address is: ***(As per invitation letter to tender)***
ITT 24.1 (c)	**The deadline for Tender submission is: (As per invitation to tender)** ***[The date and time should be the same as those provided in the Specific Procurement Notice - Request for Tenders, unless subsequently amended pursuant to ITT 23.2]*** Tenderers _____ **[*"shall not"*]** have the option of submitting their Tenders electronically. ***[The following provision should be included and the required corresponding information inserted only if Tenderers have the option of submitting their Tenders electronically. Otherwise omit.]*** The electronic Tender submission procedures shall be*: (Not Applicable)*

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

ITT 27.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: (1) Name of Procuring Entity: *As per Invitation Letter Section* (2) Physical address for the location (City, Street, Building, Floor Number and Room). *As per Invitation Letter Section* (3) State date and time of tender opening. *As per Invitation Letter Section*
ITT 27.1	***[The following provision should be included and the required corresponding information inserted only if Tenderers have the option of submitting their Tenders electronically. Otherwise omit.]*** The electronic Tender opening procedures shall be: (Not Applicable)
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initiated by representatives of the Procuring Entity conducting Tender opening. ***The cover page should also be initialed and number of pages recorded.*** ***Any modification to the unit or total price shall be initialed by the Representative of the Procuring Entity. The PE shall use the standard opening register updated by the Authority***
E. Evaluation and Comparison of Tenders	
ITT 31.7	Comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the *(NOT APPLICABLE)* ***(insert "average" or "highest")*** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 33.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: **Kenya Shillings** The source of exchange rate shall be: **The Central bank of Kenya** (mean rate) The date for the exchange rate shall be*:* **the deadline date for Submission of the Tenders.** *For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.* *In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.*
ITT 34.1	Margin of preference allowed or not allowed ***(Not Allowed)***
ITT 34.1	At this time, the Procuring Entity **"does not intend"** to execute certain specific parts of the Work by subcontractors selected in advance.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS

ITT 34.2	The invitation to tender is extended to the following group that qualify for **Reservations *(Not Applicable)*** *(These groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be; describe precisely which groups qualify).*
ITT 35.2 (d)	Additional evaluation factors shall be *(as specified in this ITT or Evaluation & Qualification criteria)*
ITT 35.4	Tenderers shall be allowed/**NOT ALLOWED** (*select one)* to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria. N/A NOT LOTTED
	F. Award of Contract
ITB 49.1	The maximum percentage by which quantities may be increased is: ***[10%]*** The maximum percentage by which quantities may be decreased is: ***[10%]***
ITT 49.3	**Procuring Entity may vary Quantities at a percentage not** exceed ____***10%***_____
ITT 49.3	The Adjudicator proposed by the Procuring Entity is (*As per Special Conditions of Contract*) The hourly fee for this proposed Adjudicator shall be _____. The biographical data of the proposed Adjudicator is as follows: _____.
ITT 50.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: Title/position: *[as per invitation letter]* Procuring Entity: *[as per invitation letter]* Email address*: [as per invitation letter]* In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

a) For construction turnover or financial data required for each year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.

b) Value of single contract-Exchange rate prevailing on the date of the contract signature.

c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

1.3 Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria,(ii)has been determined to be substantially responsive to the Tender Documents, and(iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate this, a template may be attached or clearly described information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]

3 Tender Evaluation (ITT 35)

Price evaluation: in addition to the criteria listed in ITT 35.2 (a)–(d) the following criteria shall apply:

i) **Alternative Completion Times, i**f permitted under ITT 15.2, will be evaluated as follows: ……

ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 15.3, will be evaluated as follows:…….....……

iii) **Other Criteria; i**f permitted under ITT 35.2 (e): ……...……

4 Multiple Contracts

4.1 Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the

tenderer meets the Eligibility and Qualification Criteria for that Lot.

ii) ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5 Alternative Tenders (ITT 15.1)

An alternative if permitted under ITT 13.1, will be evaluated as follows:
The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6 **MARGIN OF PREFERENCE**

Apply Margin of Preference, if so allowed to all evaluated and accepted tender as follows.

6.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

6.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference.

6.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%). ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

6.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each ender from Group B. All tenders shall then be compared using new prices with added prices to Group Band the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7 Post qualification and Contract ward (ITT 39), more specifically,

a) In case the tender <u>was subject to post-qualification</u>, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b) In case the tender <u>was not subject to post-qualification</u>, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any

contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings_____.

ii) Minimum average annual construction turnover of Kenya Shillings *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *[3]* years.

iii) At least (*insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings equivalent.

iv) Contractor's Representative and Key Personnel, which are specified as

_____

v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically
listed as *[specify requirements for each lot as applicable]* _____

vi) Other conditions depending on their seriousness.

a) **History of non-performing contracts**:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last (*five years*). The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last
(*five years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

(A) PRELIMINARY EVALUATION CRITERIA

S/NO	REQUIREMENTS	Responsive/Non Responsive
1)	The tender has been duly signed by the person lawfully authorized to do so through the power of attorney;	
2)	The tender is valid for the period required;	
3)	Duly filled, signed and stamped standard forms including: • confidential business questionnaire • self-declaration forms • certificate of independent tender determination • declaration and commitment to the code of ethics • schedule of prices form • tenderer information form • qualification information • Duly filled, signed and stamped form of tender • Duly filled and signed declaration that the person/tenderer will not engage in any corrupt or fraudulent practice • Duly filled and signed declaration that the bidder is not debarred from participating in public procurement	
4)	Compliance with all general responsiveness requirements of this tender	
5)	Attach Two copies of the tender document marked “original” and “copy	

(B) MANDATORY EVALUATION CRITERIA

S/No.	Condition	Responsive/Non Responsive
1)	Certificate of incorporation	
2)	Valid Tax Compliance Certificate - acknowledgements receipt will NOT be considered	
3)	Copy of PIN certificate from KRA indicating relevant tax obligations	
4)	Valid Business Permit	
5)	Valid CR 12 or copies of IDs of Directors for limited company/ copies of IDs of Directors sole proprietorships and partnerships.	
6)	Chronologically serialized tender document in a sequential order from first to last page	
7)	At least 5 references from companies the supplier has conducted business with.	

(C) TECHNICAL EVALUATION CRITERIA

S/No.	Requirement	Evaluation attribute	Weighing Score
1.	Experience- Proof of having undertaken jobs of a similar nature attach 3 copies of relevant contracts/LPO/recommendation letters.	10 marks for each LPO/Contract/Recommendation letter	30mks
2.	Proof of financial capability- Certified Bank statement (for the last six months) or Audited Account for (2019/2020 &2020/2021) (10mrks) Bank guarantee for credit access for 3 million and above	10 mks Audited account/Bank statement 10 mks Bank guarantee	20mks
3.	Company profile detailing; a) directors/owners (5mks b) physical location e.g attach utility bill, lease agreement e.t.c (5mks)	5 marks for each	15mks
4.	Provide an Undertaking to provide the items over the **three-year period** on a need basis (5marks) The bidder has indicated delivery timelines if the firm is awarded the contract (5mks)	5 marks for each	10mks
4.	Staff qualification: Attach: i. Cvs and certificates of qualified staff (technical staff)	5 marks for each	15mks
5.	Provide pictorials of products/catalogues with images	10 mks	10mks
(PASS MARK TO PROCEED TO FINANCIAL EVALUATION IS 70%): TOTAL			100mks

(D) **FINANCIAL** EVALUATION CRITERIA

For purposes of award the average of the seven lowest bidders will be adopted as the final price.

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

[The Procuring Entity will highlight herein particular details, characteristics, functional any guarantees or other under the which the Tenderer required to specifically requirements specifications, is confirm parts of the Tender or provide details as per Section V, Supply Requirements or other Document. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable evaluation of Technical parts of the Tender]

The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g. performance securities, Payment and delivery schedules).

The CGM will sign framework agreements only with service providers with reasonable market rates on a needs basis.

The Market rates will be identified after Due Diligence on service quality and capacity needs as well as a negotiated price, so as to ensure value for money through call-offs orders or mini competition pursuant to section 114 (3) on a rotation basis depending on availability of space.

SECTION IV - TENDERING FORMS

i) FORM OF TENDER

INSTRUCTIONS TO TENDERERS

i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

ii) All italicized text is to help Tenderer in preparing this form.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDERDETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.

iv) TheFormofTendershallincludethefollowingFormsdulycompletedandsignedbytheTenderer.

a) Tenderer's Eligibility-Confidential Business Questionnaire

b) Certificate of Independent Tender Determination

c) Self-Declaration of the Tenderer

Date of this Tender submission:_____ [*insert date (as day, month and year) of Tender submission*]

ITT No.:_____[*insert number of ITT process*]

Alternative No.:_____ [*insert identification No if this is a Tender f or*

an alternative] To:_____**[*insert complete name of Procuring Entity*]**

a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;

c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;

d) **Conformity:** We offer to provide the Non-Consulting Services inconformity with the tendering document of the following:[*insert a brief description of the Non-Consulting Services*];

e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is:

Option 2, in case of multiple lots:(a)Total price of each lot[*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

In case of multiple Service Lines or Service Packages (a) Total price of each Service Line or Package [insert the total price of each in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all Service Lines and Packages [insert the total price in words and figures, indicating the various amounts and the respective currencies];

f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are: [*Specify in detail each discount offered.*] ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable),and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) a s a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;

j) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers,orserviceprovidersforanypartofthecontract,arenotsubjectto,and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];

l) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

a) *[Delete if not appropriate, or amend to suit]*We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

m) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

p) **Collusive practices**: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.

q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (www.ppra.go.ke) during the procurement process and the execution of any resulting contract.

r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

i) Tenderer's Eligibility; Confidential Business Questionnaire–to establish we are not in any conflict to interest.

ii) Certificate of Independent Tender Determination–to declare that we completed the tender without colluding with other tenderers. iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **"Appendix 1- Fraud and Corruption**" attached to the Form of Tender.

Name of the Tenderer:..... *[*insert complete name of person signing the Tender*]

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

Title of the person signing the Tender:..... [*insert complete title of the person signing the Tender*]

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

Date signed..... [*insert date of signing*] **day of** .....[*insert month*], [*insert year*]

ii) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form. **a)**

Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

b) **Sole Proprietor,** provide the following details.

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

c) **Partnership,** provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				

d) **Registered Company,** provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent) …….....…....

Issued Kenya Shillings (Equivalent) …….....…

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in…….....…… (*Name of Procuring Entity)* who has/have an interest or relationship in this firm? Yes/No…….....……

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be		
	Type of Conflict	**Disclosure YES OR NO**	**If YES provide details of the relationship with Tenderer**
	involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name_____

Title or Designation_____

_____ _____

(Signature) *(Date)*

iii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the_____ _____ *[Name of Procuring Entity]* for:_____ _*[Name and number of tender]* in response to the request for tenders made by: _____ *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____*[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who: a) Has been requested to submit a Tender in response to this request for tenders;
   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, a s applicable]:
   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: a) prices;
   b) methods, factors or formulas used to calculate prices;
   c) the intention or decision to submit, or not to submit, a tender; or
   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name_____

Title_____

Date,……

[Name, title and signature of authorized agent of Tenderer and Date]

SELF- DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I, ……., of Post Office Box ……..……. being a resident of……
…….. in the Republic of ……. do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of ……..
……...…….. *(insert name of the Company)* who is a Bidder in respect of **Tender No.** …….. for.....*(insert tender title/description)* for
……..*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

…….	…….	……
(Title)	(Signature)	(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT

OR FRAUDULENT PRACTICE

I, ……of P. O. Box.....being a resident of ……. …….. in the Republic of ……..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... ……..... *(insert name of the Company)* who is a Bidder in respect of Tender No……
   …….. for ……..*(insert tender title/description)* for ……*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of……. *(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of……. *(name of the procuring entity)*

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

…… ……..... .....

(Title) (Signature) (Date)

Bidder's Official Stamp

v) DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, ... (person) on behalf of ***(Name of the Business/ Company/Firm***) ….....……. declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign…….....….....

.....

Position…….....
.....

Office address…….
Telephone…….....

E-mail…….....
.....

Name of the Firm/Company…….....

Date…….....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name…….....
.....

Sign…….....
.....

Date…….....
.....

APPENDIX1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(no. 33 of 2015)* and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.

2.2 Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted be low highlight Kenya's policy of no tolerance for such practices and behavior:

1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
   a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
   b) if a contract has already been entered into with the person, the contract shall be voidable;
4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -

a) Shall not take part in the procurement proceedings;
b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding officer. etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; v) "obstructive practice" is:

a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive he procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act sand Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2]all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

---

[1] *For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in*
A consultancy, and rendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/ audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format)deemed relevant for the investigation/ audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:.....*[insertdate(asday,monthandyear)ofTendersubmission]* ITT

No.:.....*[insert number of tendering process]*

Alternative No.:..... *[insert identification No if this is a Tender for an alternative]*

Page_____of_____pages

1. Tenderer's Name [*insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. ☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.7 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity

2. Included are the organizational chart and a list of Board of Directors.

FORM ELI - 1.1(continued) Tenderer Information Form

Date: *[insert day, month, year]*

ITT No. and title: *[insert ITT number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Tenderer's name			
2. 2. Street Address:	Postal Code:		Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. Web Site:			
8. Contact Name:			
9. Contact Title:			
10. Type of Business:			
11. If Other, specify:			
12. Nature of Business:			
13. Year Established:			
14. Dates, Numbers, and Expiration Dates of Current Licenses and Permits:			
15. Current health authority registration information:			
16. Proof of product and facility registrations with Kenya regulatory authority and international agencies (e.g., WHO Certification Scheme, GMP)			
17. Name of government agency(ies) responsible for inspecting and licensing of facilities in the country of origin of the raw material and or processing of the goods: Date of last inspection:			
18. Quality Assurance Certification (Please include a copy of your latest certificate):			

19. Production capacity: *[insert peak and average production capacity over the last three years in units/day or units/month, etc.]*
20. List of names and addresses of sources of raw material and what products they will be used in:
21. Proof of raw material product and facility registrations with Kenya regulatory authority and international agencies (e.g., WHO Certification Scheme, GMP):
22. Raw materials tested prior to use:
23. Presence and characteristics of in-house quality control laboratory
24. Names and addresses of external quality control laboratories used:
25. Are all finished products tested and released by quality control prior to release for sale? Yes ___ No ___, If not, why?
26. List control tests done during production? If so list.
27. Procedures for dealing with rejected batches:
28. List tests conducted after production and prior to release of product on market:
29. List product recalls linked to defects during the last 36 months. Include reason and date of recall.
30. Are technical documents available in: ***[Procuring Entity should insert language]*** Yes or No

OTHER FORMS

TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderers hall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

Date: .....*[insert date (as day, month and year) of Tender submission*]

ITT No.: ..... *[insert number of Tendering process]*

Alternative No.: ..... *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name: *[insert JV's Member legal name]*
3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Tenderer's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Tenderer's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM FIN – 3.1

FINANCIAL SITUATION AND PERFORMANCE

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]* ITT

No. and title: *[insert ITT number and title]*

Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in **(currency)**	**Historic information for previous** _ *[insert number] years,* *[insert in words]* **(amount in currency, currency, exchange rate, USD equivalent)**				
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					

Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

1. FINANCIAL DOCUMENTS

The Tenderer and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity(such as parent company or group member).

b) Be independently audited or certified in accordance with local legislation.

c) Be complete, including all notes to the financial statements.

d) Correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[4] for the *[number]* years required above; and complying with the requirements

FORM FIN - 3.2

AVERAGE ANNUAL TURNOVER (ANNUAL SALES VALUE)

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]* ITT

No. and title: *[insert ITT number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual turnover data			
Year	**Amount Currency**	**Exchange rate**	**USD equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover *	

* Total USD equivalent for all years divided by the

FORM CON-1

1.	Name of Contract(s)
2.	Procuring Entity Contact Information *[insert address, telephone, fax, e-mail address]*
3.	Value of outstanding contracts *[current US$ equivalent]*
4.	Estimated delivery date
5.	Average monthly invoices over the last six months (US$/mon.)

FORM - EXP - 1 - EXPERIENCE

Contracts over *[insert amount]* during the last three years:				
Procuring Entity			**Goods/Services Supplied**	

FORM - PER 1

HISTORICAL CONTRACT NON-PERFORMANCE, AND PENDING LITIGATION AND LITIGATION HISTORY

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name:.....*[insert full name]*

Date:.....*[insert day, month, year]*

Joint Venture Member Name:..... *[insert full name]* ITT No. and title:.....*[insert ITT number and title]*

Page..... *[insert page number]* of .....*[insert total number]* pages.

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	**Non- performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
		Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*

Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 ☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
		Contract Identification	**Total Contract Amount (currency), USD Equivalent (exchange rate)**
		Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Entity" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*
☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.			

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
		Contract Identification	**Total Contract Amount (currency), USD Equivalent (exchange rate)**
		Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Entity" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Tenderer or any member of a joint venture.]*	*[insert amount]*

Price Schedule Forms

[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column1of the ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements].*

PRICE SCHEDULE: GOODS MANUFACTURED OUTSIDE KENYA, TO BE IMPORTED

(Group C Tenders, goods to be imported)

Currencies in accordance with ITT 15

Date: _____

ITT No: _____

Alternative No: _____

Page N° _____ of _____

						7							

						Unit prices							

Total Tender Price:

Currency:

In figures:

In words:

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[Insert Date]*

In the capacity of: *[insert:* ***title or other appropriate designation****]*

PRICE SCHEDULE: GOODS MANUFACTURED OUTSIDE KENYA, ALREADY IMPORTED*

						(Group C Tenders, Goods already imported) Currencies in accordance with ITT 15						Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____	
						7							
						Unit prices							

PRICE SCHEDULE: GOODS MANUFACTURED IN KENYA

KENYA _____						(Group A and B Tenders) Currencies in accordance with ITT 15				Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____		
						7						
						Unit prices						

									Total Tender Price: _____ Currency: _____ In figures: _____ In words: _____					
Name of Tenderer [*insert complete name of Tenderer] Signature* of Tenderer *[signature of person signing the Tender] Date [insert date]* In the capacity of: *[insert: title or other appropriate designation]*														

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary:_____

Request for Tenders No:_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

1. We have been informed that_____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of_____ under Request for Tenders No._____("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the Framework Agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Framework Agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas …… [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated …… [*Date of submission of tender]* for the …… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of__under Request for Tenders No._____ _("the ITT").

2. KNOW ALL PEOPLE by these presents that WE …… of …… [**Name of Insurance Company**] having our registered office at …… (hereinafter called "the Guarantor"), are bound unto …….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of …… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

   then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____	_____
[Date]	*[Signature of the Guarantor]*
_____	_____
[Witness]	*[Seal]*

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

TENDER - SECURING DECLARATION FORM

[TheBiddershallcompletethisForminaccordancewiththeinstructionsindicated]

Date: .....*[insert date (as day, month and year) of Tender Submission]*

Tender No.: …….....*[insert number of tendering process]*

To: .....*[insert complete name of Purchaser]*

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) ourreceiptofacopyofyournotificationofthenameofthesuccessfulTenderer;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 constitute d 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

MANUFACTURER'S AUTHORIZATION

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This Form of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its Tender, if so indicated in the TDS.]

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of tendering process]*

AlternativeNo.:.....*[insertidentificationNoifthisisaTenderforanalternative]*

To:.....*[insertcompletenameofProcuringEntity]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories*], do hereby authorize *[insert complete name of Tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us*[insert name and or brief description of the Goods]*,and to subsequently negotiate and sign the Contract.

We here by extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: .....*[insert signature(s)of*

authorized representative(s) of the Manufacturer]

Name: .....*[insert*

complete name(s)of authorized representative(s)of the Manufacturer]

Title: .....*[insert title]*

Dated on_____day of_____, _____*[insert date of signing]*

PART 2: SUPPLY REQUIREMENTS

Section V - Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering document by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to tenderers pursuant to the Incoterms rules that “delivery” takes place when goods are delivered to the final place of delivery, and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

SCHEDULE OF REQUREMENTS

SUPPLY AND DELIVERY OF LAB REAGENTS, CONSUMABLES AND SMALL EQUIPMENT

SECTION VI – PRICE SCHEDULE FOR GOODS

	ITEM	UNIT OF ISSUE	UNIT PRICE	REMARKS
	HEAMATOLOGY			
1)	MEDONIC-M SERIES LYSE	5 LITRES		
2)	MEDONIC M-SERIES DILUENTS	20 LITRES		
3)	BOULE CLEANING KIT MEDONIC	3* 450MLS		
4)	EDTA MICROTAINER	100 PCS		
5)	MEDONIC CONTROL H	MLS		
6)	MEDONIC CONTROL M	MLS		
7)	MEDONIC CONTROL L	MLS		
8)	PROBE CLEANSER ZYBIO 50ML	MLS		
9)	DILUENT Z3 Series 20L	LTS		
10)	LYSE Z3 Series analyzer	500 MLS		
11)	CONTROL H	MLS		
12)	CONTROL M	MLS		
13)	CONTROL L	MLS		
14)	CRYOVIALS	500PCS		
15)	CRYVIALS STORAGE BOXES-	PCS		
16)	PLASTIC SLIDE RACKS	1PCS		
17)	18CM WHATTMAN F.P.	PCS		
18)	ANTI A	10MLS		
19)	ANTI B	10MLS		
20)	ANTI D	10MLS		
21)	AHG	10MLS		
22)	BOVINE ALBUMIN	10MLS		
23)	HAEMOCUE CUVETTES (301)	1x50Pcs		
24)	MICRO CUVETTES-Hb (Haemocontrol)	50PCS		
25)	HB CUVETTES(mission plus)	1X50		
26)	EDTA (Purple Top) Vacutainers	1x100 pcs		
27)				
28)				
29)				
	SEROLOGY			
30)	VDRL	50PCS		
31)	ASOT	2MLS		
32)	R.FACTOR	2MLS		
33)	H.PYLORI STOOL AG	50PCS		
34)	SALMONELLA STOOL A	50PCS		
35)	PREGNANCY TEST	50PCS		
36)	HEPATITIS B	50PCS		
37)	HEPATITIS C	50PCS		

38)	HEPATITIS A	50PCS		
39)	YELLOW TIPS	1000PCS		
	PARASITOLOGY			
40)	POLY POTS(WITH SPOONS)	1000PCS		
41)	COVER SLIPS	100PCS		
42)	MICROSCOPE SLIDES(FROSTED)	50PCS		
43)	APPLICATOR STICKS	500PCS		
44)	GIEMSA POWDER	25GMS		
45)	GLYCEROL	3LTRS		
46)	METHANOL ABSOLUTE	2.5LTS		
47)	IMMERSION OIL	100GMSL		
48)	WHATMANN FILTER PAPER 185MM	100PCS		
49)	LOGO'S IODINE	500MLS		
50)	FORMALDEHYDE	500LTS		
51)	ETHANOL ABSOLUTE	2.5LTS		
52)	TEST TUBES GLASS	PCS		
53)	WASH BOTTLES	MLS		
54)	NON-STERILE 12MM X 86MM TEST TUBES POLYSTYRENE.	5MLS		
55)	BUFFER TABLETS PH 7.2	100 TABS		
56)	BUFFER TABLETS PH 6.8	1PCS; G16		
57)	HVS SWABS	100Pcs		
58)	Gram's lodine solution	1x500mls		
59)	Neutral red solution	1x500mls		
60)	Urine containers	1x100pcs		
	CHEMISTRY			
61)	Blood sugar strips(on call plus)	1x50		
62)	Blood sugar strips (Executive vital)	1x50		
63)	Blood sugar strips (mission plus)	1x50		
64)	Blood sugar strips(ceracheck	1x50		
65)	Uristix (multi test urine strips 10 parameters)	1x100 tests		
66)	Albumin	ALBP 24's		
67)	Alkaline Phosphatase	ALPPIIIS 24's		
68)	Urea Bun Color	BUNPIIIS 24's		
69)	Calcium	CAPIIIS 24's		
70)	CK-MB	CKMBP S 24's		
71)	Creatine	CREPIIIS 24's		
72)	C-Reactive Protein	e CRPSIIIS 24's		
73)	Direct Bilirubin	DBILPIIS 24's		
74)	Gamma-Gt	GGTPIIIS 24's		
75)	AST/GOT	GOTPIIIS 24's		
76)	SGPT	GPTPIIIS 24's		
77)	Sodium,Potassium,Chloride	NAKCL S 24's		
78)	Total Bilirubin	TBILPIIIS 24's		
79)	Total Cholesterol	e TCHOPIIIS 24's		
80)	Triglycerides	TGPIIIS 24's		

81)	Total protein	TPPIIIS 24's		
82)	Uric Acid	UAPIIIS 24's		
83)	High density Lipoprotein	HDLCPIIIDS 24's		
84)	Amylase	AMYLPIIIS 24's		
85)	Control High	control QP-H		
86)	Control Low	Control QP-L		
87)	Electrolyte control	Electrolyte control QE		
88)	Diluent for CRP	Chem DL		
89)	Reference fluid	reference fluid RE		
90)	Calibrator for CRP	Calibrator CP (CRP)		
91)	Autotips	Autotip 576s		
92)	Plain Tubes	plain tube 0.5 ml 500s		
93)	Mixing Cups	Mixing Caps 100's		
94)	Yelow tubes	100s		
95)	Name / form / strength/pack size			
96)	Acetone	2.5 Lts bottle		
97)	HVS SWABS	100Pcs		
98)	Anti-A Grouping sera	10mls vials		
99)	Anti-B Grouping sera	10mls vials		
100	Anti-D (polyclonal) Grouping sera	10mls vials		
101	Anti-Human Globulin	10mls vials		
102	Blood sugar strips)	1X50		
103	Bovine albumin 30%	1X10 mls		
104	Buffer tablet (pH 7.2)	1x50PCS		
105	Crystal violet solution	1x25 gms		
106	Vacutainers(Red tops) Clot activator	1X100PCS		
107	EDTA (Purple Top) Vacutainers 4mls	1x100 pcs		
108	Filter papers watmans paper N0 1, 18.5mm	1x100PCS		
109	Giemsa powder	25gms		
110	Glycerol ANALAR	2.5ltrs		
111	Gram's lodine solution	1x500mls		
112	Hepatitis A Rapid kit	1X25pcs		
113	Lugol's Iodine solution	1x500mls		
114	Absolute Methanol analar	1x2.5 lts		
115	Neutral red solution	5gm		
116	Polypots/stool containers (with scooper spoon)	1x1000pcs		
117	Pregnancy test strips (HCG)	1x50pcs		
118	Rheumatoid Factor Kit (Latex)	1x5mls		
119	Urine containers(plastic)	1x1000pcs		
120	Urine test urine strips 10 parameters)	1x100 tests		
121	VDRL Strips	1x50tests		
122	Haemocue Cuvettes(HB)201 &301	1x50Pcs		
123	Micro-cuvettes-Hb (Haemocontrol)	1X50pcs		

124	Haemoglobinometer Cuvettees(diaspect)	200 pcs		
125	HB Cuvettees(MISSION)	1X50		
126	Albumin	ALBP 24's		
127	Alkaline Phosphatase	ALPPIIIS 24's		
128	Urea Bun Color	BUNPIIIS 24's		
129	Calcium	CAPIIIS 24's		
130	CK-MB	CKMBP S 24's		
131	Creatine	CREPIIIS 24's		
132	C-Reactive Protein	e CRPSIIIS 24's		
133	Direct Bilirubin	DBILPIIS 24's		
134	Gamma-Gt	GGTPIIIS 24's		
135	AST/GOT	GOTPIIIS 24's		
136	SGPT	GPTPIIIS 24's		
137	Sodium,Potassium,Chloride	NAKCL S 24's		
138	Total Bilirubin	TBILPIIIS 24's		
139	Total Cholesterol	e TCHOPIIIS 24's		
140	Triglycerides	TGPIIIS 24's		
141	Total protein	TPPIIIS 24's		
142	Uric Acid	UAPIIIS 24's		
143	High density Lipoprotein	HDLCPIIIDS 24's		
144	Amylase	AMYLPIIIS 24's		
145	Control High	control QP-H		
146	Control Low	Control QP-L		
147	Electrolyte control	Electrolyte control QE		
148	Diluent for CRP	Chem DL		
149	Reference fluid	reference fluid RE		
150	Calibrator for CRP	Calibrator CP (CRP)		
151	Autotips	Autotip 576s		
152	Plain Tubes	plain tube 0.5 ml 500s		
153	SYSMEX Cell pack	20ltrs		
154	SYSMEX Stromatolyzer	5ltrs		
155	SYSMEX Clean	Kit		
156	HB Lyse	1lt		
157	HC Cleaner	1lt		
158	Wash Solution	20ltrs		
159	Peads Micropippetes	1x100		
160	Controls	1x3vials		
161	Diluent 20 litres Medonic	1X20LT		
162	Lyse 5 litres Medonic	1X5LT		
163	Cleaning kit Medonic	KIT		
164	SFRI Diluent	20ltrs		
165	SFRI lyse	500mls		
166	SFRI Conc cleaner	2 litres		
167	SFRI blood tor	3x3ml		

168	Thermol paper	1 roll		
169	High control	10mls vials		
170	Normal control	10mls vials		
171	low controls	10mls vials		
172	Salmonella surface antigen(stool)	50 tests		
173	H. pylorisurface antigen(stool)	50 tests		
174	ASOT	2ms		
175	occult blood test(tablet)	20pcs		
176	Substrate (IMMUNOCHEMISTRY)	200mls		
177	T4 Reagent	100pcs		
178	T4 calibrator	1pc		
179	FT4 reagent	100pcs		
180	FT4 reagent	100PCS		
181	TT3 reagent	PC		
182	TT3 calibrator	1pc		
183	TSH reagent	100pcs		
184	TSH calibrator	Pc		
185	PSA II reagent	100pcs		
186	PSA II calibrator	Pc		
187	prolactin reagent	100pcs		
188	prolactin calibrator	Pc		
189	wash concentrate	4*100mls		
190	diluet concentrate	4*100mls		
191	TOSOH black tips	960pcs		
192	HBA1C(Glycated Haemoglobin test Analyzer) CUVETTES SD BIOSENSOR	1X20		
193	GENE XPERT CATRIDGES	1X50		
	LABORATORY EQUIPMENTS			
194	BINOCULAR MICRSCOPES OLYMPUS CX 21	1 unit.		
195	CENTRIFUGE 8 TUBES	1 unit.		
196	FRIDGES	1 unit.		
197	WATER BATH (memmert)	1 unit.		

Signature of tenderer……

Address of tenderer……

Date…….

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

List of Goods and Delivery Schedule

[The Procuring Entity shall fill in this table, with the exception of the column "Tenderer's offered Delivery date" to be filled by the tenderer]

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination as specified in TDS	Delivery(as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Tenderer's offered Delivery date [*to be provided by the tenderer*]
[insert item No]	*[insert description of Goods]*	*[insert quantity of item to be supplied]*	*[insert physical unit for the quantity]*	*[insert place of Delivery]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*	*[insert the number of days following the date of effectiveness the Contract]*

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)].

Service No.	**Description of Service**	**Quantity**[1]	**Physical Unit**	**Place where Services shall be performed**	**Final Completion Date(s) of Services**
[insert Service No.]	***[insert description of Related Services]***	***[insert quantity of items to be supplied]***	***[insert physical unit for the items]***	***[insert name of the Place]***	***[insert required Completion Date(s)]***

[1] If applicable

3. Technical Specifications

3.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:

i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.

ii) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.

iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.

iv) The PPRA encourages the use of metric units.

v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds ofgoods.

vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.

vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.

viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:

a) Standards of materials and workmanship required for the production and manufacturing of the Goods.

b) Any sustainable procurement technical requirements shall be clearly specified.

3.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.

i) Detailed tests required (type and number).

ii) Other additional work and/or Related Services required to achieve full delivery/completion.

iii) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.

iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

3.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an

Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values

3.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.

3.5 If a summary of the Technical Specifications (TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

Summary of Technical Specifications: The Goods and Related Services shall comply with following

Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]

Detailed Technical Specifications and Standards [insert whenever necessary]. [Insert detailed description of TS

TECHNICAL SPECIFICATIONS

4. Drawings

This Tendering document includes..... *[insert" the following" or "no"]*

drawings. *[If documents shall be included, insert the following List of Drawings].*

List of Drawings		
Drawing No.	**Drawing Name**	**Purpose**

5. Inspections and Tests

The following inspections and tests shall be performed:..... *[insert list of inspections and tests]*

SECTION VI - GENERAL CONDITIONS OF CONTRACT

P CONDITIONS
CONTRACT
CONTRACT

1. Definitions

In the Conditions of Contract ("these Conditions"), which include Special Conditions, Parts A and

B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

a) "Contract" means the Framework Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Framework Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the Supplier as specified in the Framework Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

d) "Day" means calendar day.

e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

f) "GCC" means the General Conditions of Contract.

g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.

h) "Procuring Entity" means the Procuring Entity purchasing the Goods and Related Services, as **specified in the SCC.**

i) "Related Services" means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.

j) "SCC" means the Special Conditions of Contract.

k) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

l) "Supplier" means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Framework Agreement.

m) **"Base Date"** means a date 30 day prior to the submission of tenders.

n) **"Laws"** means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

o) **"Letter of Acceptance"** means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

p) **"Procuring Entity"** means the Entity named in the Special Conditions of Contract.

2. Interpretation

2.1. If the context so requires it, singular means plural and vice versa.

2.2. Incoterm

a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence set forth in the Framework Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Framework Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order ofpriority:

a) the Framework Agreement,

b) the Letter of Acceptance,

c) the General Conditions of Contract

d) Special Conditions of Contract

e) the Form of Tender,

f) the Specifications and Schedules of the Drawings (if any), and

g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

4.1.2 Framework Agreement

4.1.2.1 The Parties shall enter into a Framework Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Framework Agreement shall be based upon FORM No. 3 – FRAMEWORK AGREEMENT annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Framework Agreement shall be borne by the Procuring Entity.

4.1.2.2 The Framework Agreement establishes the terms and conditions that will govern the contract awarded during the term of the Framework Agreement. The Framework Agreement establishes for the procurement works by package as and when required, over the specified period of time. The Framework Agreement does not commit a Procuring Entity to procure, nor a Firm to supply. The Framework Agreement allows the Procuring Entity to call the Contractor to commence the works on a particular package in a specified location within the duration of the agreement.

4.1.2.3 This Framework Agreement does not guarantee the contractor of being called for a contract to start and no commitment is made with regard to possible number of packages to carry out.

4.1.2.4 This Framework Agreement does exclude the Procuring Entity from the right to procure the same Works from other firms.

4.1.2.5 This Framework Agreement does not stop the Procuring Entity from removing the contractor from the same Agreement.

4.1.2.6 FAs shall be established for a maximum period of three (3) years. The Procuring Entity may with the Consent of the Contractor extend this Agreement if the agreement period is less than three (3) years, if the initial engagement has been satisfactory.

4.1.2.7 Call-off Contracts; for work on a package to start, the Procuring Entity shall issue a notice of acceptance of a particular package requesting the contractor to furnish a Performance Security and to start the works thereafter, and providing the contractor with details of location where the works, are to be carried out. The call-off statement shall specify the objectives, tasks, deliverables, timeframes and price or price mechanism. The price for individual call-off contracts shall be based on the prices detailed in the Framework Agreement.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify

the right and the extent to which it is being waived.

4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of theContract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language,** in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub-contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence

arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.2 Arbitration proceedings shall be conducted as follows:

10.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

10.2.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

10.2.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

10.2.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

10.2.5 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

10.2.6 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

10.2.7 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

10.3 Arbitration Proceedings

10.3.1 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an

Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

i) Kenya National Chamber of Commerce

ii) Chartered Institute of Arbitrators (Kenya Branch)

iii) The Law Society of Kenya

10.3.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

10.3.3 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

10.4 Arbitration with Foreign Suppliers

10.4.1 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

10.4.2 The place of arbitration shall be a location specified in the **SCC;** and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

10.5 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

10.6 Failure to Comply with Arbitrator's Decision

10.6.1 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

10.7 Contract operations continue

Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

3. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

4. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

5. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the **SCC.**

15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation base

on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The

percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price)/tender price X 100*.

6. Terms of Payment

16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.

Payments

16.2 shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission an invoice by the Supplier, and after the Procuring Entity has of accepted it.

Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring

16.3 Entity shall

promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for Supplier shall submit a fresh invoice, delivery note and any other relevant rejection. The documents as specified in the SCC.

The currencies in which payments shall be made to the Supplier under this Contract shall be those

16.4 in

which the Tender price is expressed.

16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Procuring Entity may pay to the Supplier interest on the

amount of such payment at the rate shown in the **SCC,** for the period of delay until payment delayed has been made in full, whether before or after judgment or arbitrage award.

Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

7. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in **the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another format acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

8. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

9. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information

furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall de disclosed in **the SCC;**

b) now or hereafter enters the public domain through no fault of that party;

c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

10. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

11. Specifications and Standards

22.1 Technical Specifications and Drawings

a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

12. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open

storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy

handling facilities at all points in transit.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, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

13. Insurance

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured— in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

14. Transportation and Incidental Services

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC:**

a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

15. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, 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.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due

allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

16. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs,

and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

b) the method of shipment or packing;

c) the place of delivery; and

d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twentyeight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

a) the proposed change(s), and a description of the difference to the existing contract requirements;

b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

c) a description of any effect(s) of the change on performance/functionality.

33.5 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

a) accelerates the delivery period; or

b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or

c) improves the quality, efficiency or sustainability of the Goods; or

d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

33.6 If the value engineering proposal is approved by the Procuring Entity and results in:

a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or

b) an increase in the Contract Price; but results in a reduction in life cycle costs due to

any benefit described in

(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

7. Termination

35.1 Termination for Default

a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;

ii) if the Supplier fails to perform any other obligation under the Contract; or iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing

for or in executing the Contract.

b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:

i) to have any portion completed and delivered at the Contract terms and prices; and/or

ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

8. Assignment

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

9. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a

country supplying those products/goods, systems or services, and which substantially impede the Supplier from

meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC).Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics] .

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
GCC 1.1(h)	The Procuring Entity is: *[Insert complete legal name of the Procuring Entity]*
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms]*
GCC 4.2 (b)	The version edition of Incoterms shall be *INCOTERMS 2015*
GCC 8.1	For **notices**, the Procuring Entity's address shall be: Attention: *[insert full name of person, if applicable]* Postal address (full postal address) Physical Address (full Location Address- *insert city, street name, Building named floor number, room number)* Telephone: *[include telephone number, including country and city codes]* Electronic mail address*: [insert e-mail address, if applicable]*
GCC 10.4.2	The place of arbitration shall be ---------- (specify City and Country).
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.].* The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed *[insert "shall" or "shall not," as appropriate]* be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]*

GCC 16.1	***Sample provision*** GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **A. Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering document or another form acceptable to the Procuring Entity.
	(ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12. (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. B. **Payment of local currency portion of a foreign Supplier shall be made in** Kenya shillings within thirty (30) days of presentation of claim supported by a certificate from _____ the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed. C. **Payment for Goods and Services supplied from within Kenya:** Payment for Goods and Services supplied from within Kenya shall be made in _____ *[currency]*, as follows: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the Tendering document or another form acceptable to the Procuring Entity. (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. The bank guarantee shall then be released. (iii)**On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be *[insert number]* days. The interest rate that shall be applied is *[insert number] %*

GCC 18.1	A Performance Security *[insert "shall" or "shall not" be required]* *[If a Performance Security is required, insert "the amount of the Performance Security shall be: [insert amount]* *[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity's perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]*
GCC 18.3	If required, the Performance Security shall be in the form of: *[insert "a Demand Guarantee" or" a Performance Bond"]* If required, the Performance security shall be denominated in *[insert "a freely convertible currency acceptable to the Procuring Entity" or "the currencies of payment of the Contract, in accordance with their portions of the Contract Price"]*
GCC 18.4	Discharge of the Performance Security shall take place: *[insert date if different from the one indicated in sub clause GCC 18.4]*
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: *[insert in detail the type of packing required, the markings in the packing and all documentation required]*
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: *[insert specific insurance provisions agreed upon, including coverage, currency and amount]*
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.

	If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within* Kenya, *defined as the Project Site, transport to such place of destination in* Kenya, *including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]*
GCC 25.2	Incidental services to be provided are: *[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]*
GCC 26.1	The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]*
GCC 26.2	The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]*
GCC 27.1	The liquidated damage shall be: [*insert number]* % per week
GCC 27.1	The maximum amount of liquidated damages shall be: *[insert number]* %
GCC 28.3	The period of validity of the Warranty shall be: *[insert number]* days For purposes of the Warranty, the place(s) of final destination(s) shall be: *[insert name(s) of location(s)]* ***Sample provision*** GCC 28.3—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, 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 contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, **or** (b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____). *[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(f)]*
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: *[insert number(s)]* days.

GCC 33.6	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

I) Name:*[insert Authorized Representative's name]*

ii) Address: *[insert Authorized Representative's Address]*

Telephone: _____ *[insert Authorized Representative's telephone/fax iii) numbers]*

iv) Email Address:*[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

Date of [*email*] on

2. transmission: _____[*date*] _____(local time)

This Notification is sent by _____ (*Name and designation*) _____

3. Notification of Intention to Award

I) Employer:*[insert the name of the Employer]*

ii) Project: _____ *[insert name of project]*
Contract

iii) title: _____*[insert the name of the contract] iv)* Country: *[insert country where ITT is issued]*

[insert ITT reference number from Procurement v) ITT No: *Plan]*

_____

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender_____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____ (in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful

S/No	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

a) DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (*local time*).

b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.

c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention I) : _____ [*insert full name of person, if applicable*]

ii) Title/position: [*insert title/position*]

_____

ii) Agency: _____[*insert name of Employer*]

iii) Email address:_____[*insert email address*]

d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention [*insert full name of person, if*

I) : _____*applicable*]

ii) Title/position: [*insert title/position*]

_____

_____ iii) Agency: [*insert name of Employer*]

iv)

Email address :_____ _[*insert email address*]

c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

e) There are four essential requirements:

i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.

ii) The complaint can only challenge the decision to award the contract.

iii) You must submit the complaint within the period stated above.

iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.

iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name:

Title/position:

Telephone:

Email:

FORM NO 2: NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

[date]

To *[name and address of the Contractor]*

This is *[date]* for execution of *[name of* to notify you that your Tender dated the *the* *and identification number, as* Contract *Contract given in the Contract Data]* for the Accepted Amount

[amount in numbers and words] [name of

currency], as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by *(name of Employer).*

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:

Name and Title of Signatory:

Name of Employer:

Attachment: *Framework Agreement*

NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

letterhead of

[use paper the Procuring Entity]

_____*[date]*

To:_____*[name and address of the Supplier]*

Subject : ***Notification of Award Contract No.*.** . . . . _____

This is to notify you that your Tender dated ***[insert date]*** for execution of _____ ***[inser nam contract and identification number, as given in the*** the_____***t e of the SCC]*** the Accepted ***[insert amount in numbers and words and name*** for Contract Amount of ***of currency]***, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Framework Agreement

FORM NO 3 - FRAMEWORK AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the _____*[insert: **number**]* day of _____ *[insert: **month**], [insert:*

[insert complete name of Procuring Entity and having its

year]. BETWEEN (1)_____principal place of business *[insert: address Procuring*

at *of Entity]* (hereinafter called "Procuring *name*

Entity"), of the one part; and (2) _____*[insert of Supplier**]**,* a

corporation incorporated under the laws of *[insert: country* having its principal place

*of Supplier**]*** and of business *[insert: address Supplier]* at *of* (hereinafter called "the Supplier"), of the other part.

3. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

i) In this Agreement words and expressions shall have the same meanings as respectively are assigned to them in the Contract documents referred to.

ii) The following documents shall be deemed to form and be read and construed as part ofthis Agreement. This Agreement shall prevail over all other contract documents.

a) the Letter of Acceptance

b) the Letter of Tender

c) the Addenda Nos. (if any)

d) Special Conditions of Contract

e) General Conditions of Contract

f) the Specification (including Schedule of Requirements and Technical Specifications)

g) the completed Schedules (including Price Schedules)

h) any other document listed in GCC as forming part of the Contract

iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services 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 Supplier in consideration of the provision of the Goods and Services 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.

5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed

: _____*[insert signature]*

in the capacity *[insert title or other*

of *appropriate*

_____

designation] In thepresence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed *[insert signature of authorized representative(s)*

: *of the*

_____

in the capacity

Supplier] of _____*[insert title or other appropriate*

designation] in the presence of_____*[insert identification of official witness]*

FORM NO. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional

Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: *[insert name and Address of*

_____ *[Insert date of* Employer*]* **:**

_____ *issue]*

Guarantor ***[****Insert name and address of place of issue, unless indicated in the*

: _____ *letterhead]*

(hereinafte 1.We have been informed that_____ r calle

entered into Contract date d

"the Contractor") has No. _____ d

with *(name of* _____

_____*Employer)*

Employer as the Beneficiary), for the (hereinafter called "the execution of _ Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay

theBeneficiary any sum or sums not exceeding in total an),1 such amount of (*in words* sum

being in the types and proportions of currencies in which the Contract Price is payable payable,

supported by

upon receipt by us of the Beneficiary's complying demand the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

2

4. This guarantee shall expire, no later than the …. Day of ……, 2..… , and any demand for payment under it must be received by us at the office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the g uarantee."

_____

[Name of Authorized Official, signature(s) and seals/stamps]

FORM No. 5 - PERFORMANCE SECURITY [Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank

Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiar y: _____
_____*[insert name and Address of*

Employer*]*

Date: _____*[Insert date of issue]*

PERFORMANCE BONDNo.: _____

[Insert name and address of place of issue, unless indicated in the

Guarantor:_____*letterhead]*

1. By this Bond_____ as Principal (hereinafter called "the Contractor") Surety"), and _____] as Surety (hereinafter called "the are hel Obligee (hereinafter called "the Employer") in d and firmly bound unto] as_____ the amount for payment of sum well and truly to be made in the types and of the which proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs executors administrators, successors and assigns, jointly and severally, firmly by these , , presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Employer da

__y of

dated the

in accordance with the documents, plans, specifications,

, 20 __, for _____ and amendments thereto, which to the herein provided for, are by reference made extent part hereof and are hereinafter referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1) complete the Contract in accordance with its terms and conditions; or

2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the fir st paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use

of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these present s to be sealed with his corporate seal duly attested by the signature of his legal representative, this day of __ _____20_____

SIGNED

ON __on behalf of By in the capacity

_____

of In the presence of

SIGNED ON on behalfof

_____ in the By_____

_____ capacity

of In the presence of

FORM NO. 6 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

[Insert name and Address

Beneficiary:_____ *of*

Employer*] [Insert date of*

Date: _____*issue]*

[Insert guarantee

ADVANCE PAYMENTGUARANTEE No.: _____ *reference number]*

[*Insert name and address of*

Guarantor: _____ *place*

of issue, unless indicated in the letterhead]

(hereinafter called "the Contractor") has entered

1. We have been informed that_____ into the Beneficiary, for the execution Contract No.___*dated*__with of _____

(hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum (*in words*)is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (*in words*) upon *1* receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or

b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number at

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2 ,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Form 7. Current / Former Clients Reference checklist

Current/ Former Major Clients - Reference #1

Company Name	
Company's Industry	
Reference Name	
Reference Phone	
Reference Email	
Reference Complete Address	
Nature of Goods and/or Services Provided	
Contract Amount	

Current/ Former Major Clients - Reference #2

Company Name	
Company's Industry	
Reference Name	
Reference Phone	
Reference Email	
Reference Complete Address	
Nature of Goods and/or Services Provided	
Contract Amount	

Current/ Former Major Clients - Reference #3

Company Name	
Company's Industry	
Reference Name	
Reference Phone	
Reference Email	
Reference Complete Address	
Nature of Goods and/or Services Provided	
Contract Amount	

Current/ Former Major Clients - Reference #4

Company Name	
Company's Industry	
Reference Name	
Reference Phone	
Reference Email	
Reference Complete Address	
Nature of Goods and/or Services Provide	d
Contract Amount	
Circumstances	

Current/ Former Major Clients - Reference #5

Company Name	
Company's Industry	
Reference Name	
Reference Phone	
Reference Email	
Reference Complete Address	
Nature of Goods and/or Services Provided	
Contract Amount	
Circumstances	

Name:

_____

Title

_____

Date

_____

[Name, title and signature of authorized agent of Tenderer and Date]

-End-