

BARINGO COUNTY GOVERNMENT



Tender Document

For

IFMIS RFQ NO : 732080

**SUPPLY OF MEDICAL EQUIPMENT FOR
CHEMOLINGOT SUB-COUNTY HOSPITAL
CASUALTY**

FINANCIAL YEAR 2018/2019

**BARINGO COUNTY GOVERNMENT
P. O. Box 53 - 30400
KABARNET**

Tel: 053-22115

CLOSING DATE: 2ND JULY 2019:

TIME INDICATED IN IFMIS 22:09:01

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SECTION I - INVITATION TO TENDER

DATE: 18th June 2019

**TENDER NAME: SUPPLY OF MEDICAL EQUIPMENT FOR CHEMOLINGOT
SUB-COUNTY HOSPITAL CASUALTY**

The **Baringo County Government** invites sealed bids from eligible candidates
for **SUPPLY OF MEDICAL EQUIPMENTS**

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at **the Office of the Governor, Baringo County Government (Supply Chain Management Unit), P. O. Box 53 - 30400, Kabarnet** during normal working hours (8.00am to 5.00pm).
- 1.2 Completed tender documents shall be submitted through IFMIS PORTAL ONLINE before 2ND JULY, 2019, TIME INDICATED IN THE IFMIS.
- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **One Hundred and Twenty (120) days** from the closing date of the tender.

DIRECTOR, SUPPLY CHAIN MANAGEMENT SERVICES
BARINGO COUNTY GOVERNMENT

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

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2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.4. The Tender Document

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

- 1 Invitation to Tender
- 2 Instructions to tenderers
- 3 General Conditions of Contract
- 4 Special Conditions of Contract
- 5 Schedule of requirements
- 6 Technical Specifications
- 7 Tender Form and Price Schedules
- 8 Tender Security Form
- 9 Contract Form
- 10 Performance Security Form
- 11 Bank Guarantee for Advance Payment Form
- 12 Manufacturer’s Authorization Form
- 13 Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity’s

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address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components
(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

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- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 120 days from the date of tender closing.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the

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time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

1. that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
2. that the tenderer has the financial, technical, and production capability necessary to perform the contract;
3. that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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

1. a detailed description of the essential technical and performance characteristic of the goods;
2. a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
3. a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of

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deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Validity of Tenders

2.14.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.14.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.15 Modification and Withdrawal of Tenders

2.15.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

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

2.15.3 No tender may be modified after the deadline for submission of tenders.

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2.15.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.15.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.15.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.16 Clarification of Tenders

2.16.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.17 Preliminary Examination

2.17.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.17.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.17.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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2.17.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.18 Conversion to Single Currency

2.18.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.19 Evaluation and Comparison of Tenders

2.19.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.20 Preference

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

2.21 Contacting the Procuring entity

2.21.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.22 Award of Contract

(a) Post-qualification

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- 2.22.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.22.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.22.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.22.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

- 2.22.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to accept or Reject any or All Tenders

- 2.22.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.23 Notification of Award

- 2.23.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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2.23.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.23.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.24 Signing of Contract

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

2.24.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.24.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.25 Performance Security

2.25.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.25.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.26 Corrupt or Fraudulent Practices

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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2. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.26.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.26.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement/supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TENDERERS REFERENCE	TO (ITT)	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT-2.1.1		<ol style="list-style-type: none">1. The name of the client is: - Baringo County Government.2. The eligible firms are those capable of SUPPLY OF MEDICAL EQUIPMENT3. As provided in the Price Schedule-Section (VI).4. Location/Delivery Point(s): -Chemolingot Sub-County Hospital, Department of Health Services in Baringo County.5. Contract period: -Financial Year 2018/19
ITT-2.3.2		The tender documents can be downloaded from a Baringo county website and Ifmis Portal Online.
ITT-2.4.1		In this Tender, sub-clause (xi) on Bank Guarantee for Advance Payment is not applicable.
ITT-2.10.4/2.15.1		Tender validity period: - 120 days from the date of Tender opening.

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ITT-2.11.1	Prices quoted shall be in Kenya Shillings .
ITT-2.16.1/2.17.1	Submit Tender documents through IFMIS PORTAL
ITT-2.17.2/2.18.1	Submission deadline- : Not later than 2 ND JULY, 2019, IFMIS TIME through IFMIS PORTAL

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

(a) Definitions

In this Contract, the following terms shall be interpreted as indicated:-

1. “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the

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parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

2. “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
3. “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
4. “The Procuring entity” means the organization purchasing the Goods under this Contract.
5. “The Tenderer” means the individual or firm supplying the Goods under this Contract.

(b) Application

1. These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

(c) Country of Origin

1. For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
2. The origin of Goods and Services is distinct from the nationality of the tenderer.

(d) Standards

1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

(e) Use of Contract Documents and Information

1. The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
2. The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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3. Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

(f) Patent Rights

1. The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

(g) Performance Security

1. Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

2. The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

4. The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

(h) Inspection and Tests

1. The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

2. The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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3. Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
4. The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
5. Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

(i) Packing

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

(j) Delivery and Documents

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

(k) Insurance

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

(l) Payment

1. The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
2. Payments shall be made promptly by the Procuring entity as specified in the contract

(m) Prices

1. Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments

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authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

2. Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
3. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
4. Price variation request shall be processed by the procuring entity within 30 days of receiving the request

(n) Assignment

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

(o) Subcontracts

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

(p) Termination for default

1. The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
 - a. if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - b. if the tenderer fails to perform any other obligation(s) under the Contract
 - c. if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
2. In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

(q) Liquidated Damages

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1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

(r) Resolution of Disputes

1. The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
2. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

(s) Language and Law

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

(t) Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.10.1 Delivery of service	The delivery period for the service shall be within a period of 30 days and not exceeding 45 days on placing an LSO unless specifically indicated by the respective procuring entity.

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3.12.1 Terms of payment	Payment shall be made within a period of 30 days after full delivery of goods as prescribed in the LPO.
3.13.1 Prices	The prices offered shall be fixed for the period stated in the Tender Invitation.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
 - (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 TECHNICAL SPECIFICATIONS PARTICULARS

(See technical specifications on the Price Schedule for Goods Next Page)

EVALUATION CRITERIA
Preliminary Evaluation

	MADATORY REQUIREMENTS	POINTS
1.	<p>Particulars of the Tendering Company (Attach Copies)</p> <p>a) Certified copies of statutory documents as follows: - <input type="checkbox"/> Certificate of incorporation/registration <input type="checkbox"/> Current Tax Compliance certificate</p> <p>b) Completed confidential business questionnaire and declaration form duly signed and stamped.</p> <p>c) Disclosure of business ownership (Directors/ Partners /Sole Proprietor). Attach <input type="checkbox"/> A copy Company CR 12 Form.</p> <p>d) Bidder to provide self-declaration that the person/ tenderer is not debarred in the matter of the public procurement and asset disposal Act 2015(As per section 62 of PPDA 2015).</p> <p>e) Bidder to provide self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.</p> <p>f) The tender to be valid for the period required (120 days) from the date of tender opening.</p> <p>h) Attach brochures/ Samples of the theater machines to be supplied.</p> <p>g) Dully Filled, signed and stamped form of tender and confidential business questionnaire.</p>	Mandatory
	TECHNICAL EVALUATION	
2	<p>Provide details for Company profile .</p> <p><input type="checkbox"/> -contact person(s) (5) <input type="checkbox"/> -physical address/location (5)</p>	10
3	<p>Evidence of adequacy of working capital for this Contract</p> <p><input type="checkbox"/> Access to line(s) of credit (5 Marks). <input type="checkbox"/> Availability of other financial resources(5 Marks)</p>	10
4	<p>Proof of having manufactured or traded and supplied similar medical equipment and the accessories to other clients for the last Two (2) years. (5 Marks).</p> <p>List supply contracts concerning the similar Medical equipment with the accessories in the past &Indicate the delivery period for the above theater equipment from the date of award. (5Marks).</p>	10
5	<p>Attach copies of certified audited financial statements for the most current previous</p>	10

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	Period (2016 and 2017) for each year 5 marks) = 10 Marks.	
6	Dully filled Price Schedule for Medical Equipment.	10
	Total	50

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SECTION VI - PRICE SCHEDULE

(THIS BID FORM TO BE FILLED BY ALL TENDERERS)

Name of tenderer _____ Tender Number _____
 _____ Page _____ of _____

SUPPLY OF MEDICAL EQUIPMENT FOR CHEMOLINGOT SUB-COUNTY
HOSPITAL CASUALTY

	Item	Minimum Specifications	Quantity required	Unit cost	Total
1.	Oxygen concentrators	<ul style="list-style-type: none"> • ACS -3 • Max flow:3l/min • 93+3%(VV) • N.N/G.W:18.5/19.5 KGS • Continuous working time 10,000 hours 	3		
2.	Examination couch	<ul style="list-style-type: none"> • Steel material with tough white resin coating • Thick foam top with hard wearing vinyl finish • Rounded corners which are wear resistant • Elevated platforms to avoid finger trap accidents especially under backrest • Auto-lock backrest mechanism to allow raising and lowering with minimal effort • Fully fire retardant to latest standards – • Supplied flat packed for easy transportation – • Dimensions:1900mm (L) x 700mm (W) x 650mm (H) 	4		
3.	Biochemistry analyzer	<ul style="list-style-type: none"> • Discrete, through put 300 T / H (Single/double reagent), or 600T/H with ISE. • Measuring 66 colorimetric items simultaneously and 3 ion test item. (Optional) Double disks with 115 sample positions, double disks with 67 reagent refrigerated cuvettes, 2 automatic barcode scanners. • Grating photometry, Cluster-optical path, detect lowest 150ul reaction solution. • Monitoring reaction process 	1		

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		<p>and reagent remaining volume. 60nm polishing treatment probe, liquid level detection, clots detection and collision protection.</p> <ul style="list-style-type: none"> • Automatic rinsing reaction cuvette, and monitor cell blank. - Sample rerun and dilution function. - LIS/HIS interface, supports remote maintenance 			
4.	Examination lamp, mobile	<ul style="list-style-type: none"> • Value and performance define the X100 series of minor examination lights • Intensity of 20,000 lux at 0.5m • Colourtemperature of 3,200K. • Easy to position with a flexible arm; the head stays put wherever it is placed. 	2		
5.	Cervical collars	<ul style="list-style-type: none"> • Durable • Light weight • Safe to use 	10		
6.	Infusion stand	<ul style="list-style-type: none"> • Adjustable Height with chrome plated double” U” steel hook • Mild steel bolted to a tripod stand on 3 swiveling castors • Also available in S.S • Pipe construction mounted on three 5 cm diameter castors 	4		
7.	Trolley, oxygen cylinder	<ul style="list-style-type: none"> • Stainless steel • Height of handle: 1030mm • Bottle holder: 140mm dia. x 300mmH • 150mm Castors 	2		
8.	Trolley instrument	<ul style="list-style-type: none"> • Frame work made of stainless steel tubular pipe mounted on four castors. • Two fixed stainless steel shelves of heavy gauge 	2		
9.	Trolley, linen	<ul style="list-style-type: none"> • Stainless steel construction • Overall dimensions: 1130mmW x 600mmD x 1100mmH • 300mm Shelf clearance • 125mm Castors 	2		
10	Trolley,	<ul style="list-style-type: none"> • Have two stainless steel 	1		

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	medicine/drug	<p>shelves & two smooth drawers provided under the upper shelves.</p> <ul style="list-style-type: none"> • Have stainless steel rails to cover three sides of top shelf & four of bottom. • Be 60x45x80cm. Stainless steel with tubular frame mounted on four 10 cm swivel castor, two with breakings. 			
11	Trolley, stretcher	<ul style="list-style-type: none"> • Frame works made of steel tubular pipe mounted on 4 castors • Removable stretcher top made of stainless steel. • Lightweight 	3		
12	Wheel chair adult	<ul style="list-style-type: none"> • Folding Wheel Chair • Non- pneumatic wheels • Foldable for ease of transportation 	4		
13	Gastric lavage set	<ul style="list-style-type: none"> • Standard 	4		
14	Stainless Steel trays	<ul style="list-style-type: none"> • Standard 	5		
15	Suction machine, electrical	<ul style="list-style-type: none"> • Body material: mild steel, powder coated • Jar Material: polycarbonate (autoclavable) • Vacuum pressure: -700 +/- 10mm Hg • Suction capacity: 60 litres/minute • Type of pump:60 litres/minute • Power:180 watts • RPM: 1440 • Operating: 50 dBA +/- 3 • Castor size: 220V AC • Weight (approx.) 28kg • Stainless steel utility tray of approximate size (11 x 7 x 2) inches 	2		
16	Suction machine, manual	<ul style="list-style-type: none"> • Body Material: Mild steel powder Coated • Jar material: Glass • Jar Capacity: 2 x750ml • Vacuum Pressure: -600ml Hg • Suction Capacity: 80ml Per Stroke • Type of Pump: Piston pump, creates Vacuum Instantly 	2		

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		<ul style="list-style-type: none"> • Weight (approximate):2.5 kg 			
17	Bed Screen	<ul style="list-style-type: none"> • 4 folding panel made from non-magnetic Stainless Steel tube. • Folding panels, each 60cm wide. • Fabric washable and flame retardant Curtains for each section. • Mobile on twin wheel swivel castors 50mm, for easy movement. • Dimensions: -Height: 175cm Extended Width: 245cm 	4		
18	Thermometer, clinical	<ul style="list-style-type: none"> • Takes Temp in 30 seconds • Safe, Comfortable, Flexible tip • Clinically Tested • 100% Waterproof and Disinfect able 	10		
19	Blood pressure machine-digital	<ul style="list-style-type: none"> • Model Display Top Blood Pressure • Fully automatic Fuzzy Logic Technology • Average of the last three readings • Large LDC display • 90 reading memory • Irregular heartbeat indicator • Convenient travel/storage case 	6		
20	Stethoscope	<ul style="list-style-type: none"> • Chest piece Technology Double sided • Chest piece Weight 65 Gram • Extra Ear tips • Headset Material Standard Diameter Aerospace Alloy • Net Weight 125 Gram • Tunable Diaphragm • Dimensions: Length 14.0" x Width 6.9" x Height 5.8" 	3		
21	MVA Kits	<ul style="list-style-type: none"> • 2 Ipas MVA Plus® 60-ml syringes • 2 bottles of silicone for lubricating the syringe • 20 sets of Ipas Easy Grip® flexible cannulae (4, 5, 6, 7, 8, 9, 10, 12 mm) sterile, single use 	5		

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		<ul style="list-style-type: none"> • 5 double-ended Hegar's uterine dilators (3-4, 5-6, 7-8, 9-10, 11-12 mm) • 1 Pozzi forceps • 1 Collin vaginal speculum • 1 probe • 1 Cheron dressing forceps • 1 100-ml galipot • 1 stainless steel instrument basket <p>All the equipment is <i>autoclavable</i>, except the cannulae, which are <i>strictly single use</i>.</p>			
22	Defibrillator	<ul style="list-style-type: none"> • Compact 4-in-one integrated design: monitoring, Manual Defib, AED and pacer • Large and vivid display with 3 waveforms assures easy ECG and SPO2 viewing • Defibrillation, Synchronized cardio version and AED with Biphasic technology – • Up to 360J escalating dose energy to maximize defibrillation success – • Powerful power capacity with battery to support continuous long time monitoring and shocks during transport without external power supply • Compact, light weighted design 	1		
23	Laryngoscope	<ul style="list-style-type: none"> • Should supply 4 different size standard blades and one handle for adult and pediatric separately and one short stubby handle • Should be stainless Steel matt finished. • Should provide curved blades for both adult and pediatric. • An extra-large blade should be supplied along with each scope. • Should be provided with battery 6 Should provide spare bulb – 6 nos 	1		
24	Pulse oximeter	<ul style="list-style-type: none"> • Patient Range - Adult, pediatric, neonatal patients 	1		

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		<ul style="list-style-type: none"> • SpO2 Measurement range: 70~100% Accuracy: $\pm 1\%$ (86%~100%), $\pm 2\%$ (70%~85%) Resolution: 1% • Pulse Rate - Measurement range: 30~250 bpm, Accuracy: ± 1bpm Resolution: 1bpm • Display Mode - High Brightness Color LED, Display Area: 57(W)\times 40(H)mm • Function-Audible and visual alarm , Battery low power and silence alarm – • AUTO power off after 2min no signal input 			
25	Resuscitation trays	<ul style="list-style-type: none"> • Molded in Polypropylene • Steam autoclavable 	6		
	TOTAL				

TENDERER’S NAME AND ADDRESS

.....

BUSINESS NAMES (STAMP)

.....

TENDERER’S SIGNATURECELL PHONE NO.

.....

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

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SECTION V

STANDARD FORMS

List of Standard Forms

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Letter of Acceptance
- (iv) Form of Agreement
- (v) Form of Tender Security
- (vi) Performance Bank Guarantee
- (vii) Performance Bond
- (viii) Bank Guarantee for Advance Payment
- (ix) Qualification Information
- (x) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (xii) Details of Sub-Contractors
- (xiii) Request for Review Form

FORM OF INVITATION FOR TENDERS

_____ [date]

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

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

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

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

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

Upon payment of a non-refundable fee of Kshs _____

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

_____ [address and location]

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

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

Yours faithfully,

_____ Authorized Signature

_____ Name and Title

FORM OF TENDER

TO: _____ [Name of County Government of Baringo)
_____ [Date]

_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named supplies, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the County Government of Baringo Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

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

Witness; Name _____

Address _____

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Signature _____

Date _____

(Amend accordingly if provided by Insurance Company)

LETTER OF ACCEPTANCE
[Letterhead paper of the County Government of Baringo]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

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

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____ of [or whose registered office is situated at] _____ (hereinafter called “the County Government of *Baringo*”) of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE County Government of *Baringo* is desirous that the Contractor executes

_____ (*name and identification number of Contract*) (hereinafter called “the Works”) located at _____ [*Place/location of the Works*] and the County Government of *Baringo* has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of _____ Kshs _____ [*Amount in figures*], Kenya Shillings _____ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the County Government of *Baringo* to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the County Government of *Baringo* to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The County Government of *Baringo* hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of

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defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of County Government of Lamu

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the County Government of Baringo”) in the sum of Kshs..... for which payment well and truly to be made to the said County Government of Baringo, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

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THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the County Government of *Baringo* during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the County Government of *Baringo* up to the above amount upon receipt of his first written demand, without the County Government of *Baringo* having to substantiate his demand, provided that in his demand the County of *Baringo* will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

To: _____ (Name of County Government of *Baringo*)
_____ (Date)
_____ (Address of County Government of *Baringo*)

Dear Sir,

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya Shillings _____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and

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without civil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at] _____

as Principal (hereinafter called “the Contractor”) and _____ of [or whose registered office is situated

at] _____

as Surety (hereinafter called “the Surety”), are held and firmly bound unto

_____ of [

or whose registered office is situated at] _____

as Obligee (hereinafter called “the County Government of Baringo”) in the amount of Kshs. _____ [*amount of Bond in figures*] Kenya Shillings

[*amount of Bond in words*], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the County Government of Baringo dated the _____ day of _____ 20 _____ for the execution of _____

[*name of Contract*] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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 County Government of Baringo to be,

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in default under the Contract, the County Government of *Baringo* having performed the County Government of *Baringo* 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 County Government of *Baringo* for completing the Contract in accordance with its terms and conditions, and upon determination by the County Government of *Baringo* and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and County Government of *Baringo* 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 first paragraph hereof.

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the County Government of *Baringo* to the Contractor under the

Contract, less the amount properly paid by the County Government of *Baringo* to the Contractor; or

- (3) pay the County Government of *Baringo* the amount required by the County Government of *Baringo* to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County Government of *Baringo* named herein or the heirs, executors, administrators, successors and assigns of the County Government of *Baringo*.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] [name of Surety]

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of; Name _____ In the presence of; Name _____

Issued by the County Government of BARINGO, 2019

Address _____

Address _____

Signature _____

Signature _____

Date _____

Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [*name of County Government of Baringo*]
_____ (*Date*)
_____ [*address of County Government of Baringo*]

Gentlemen,

Ref: _____ [*name of Contract*]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [*name and Address of Contractor*] (hereinafter called “the Contractor”) shall deposit with _____ [*name of County Government of Baringo*] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [*amount of Guarantee in figures*] Kenya Shillings _____ [*amount of Guarantee in words*].

We, _____ [*bank or financial institution*], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [*name of County Government of Baringo*] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [*amount of Guarantee in figures*] Kenya Shillings _____ [*amount of Guarantee in words*], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ [*name of County Government of Baringo*] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

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This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until

_____ (*name of County Government of Baringo*) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: _____

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Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of performed and Contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1.4 Major items of Contractor’s Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
(etc.)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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(etc.)			
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1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor’s reports, etc. List below and attach copies.

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the County Government of *Baringo*.

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

1.10 Proposed program (work method and schedule) for the whole of the Works.

2 Joint Ventures

2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.

2.1 The information required in 1.11 above shall be provided for the joint venture.

2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

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- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

- 1. Full names of tenderer;
.....
- 2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);
.....
- 3. Telephone number (s) of tenderer;
.....
- 4. Telex of tenderer;
.....
- 5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;
.....
- 6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);
.....
.....

Signature of Tenderer

Make copy and deliver to: _____ (Name of County Government of Baringo)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

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

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K.
pound.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

[i] Full name of Sub-contractor and address of head office:
.....

[ii] Sub-contractor's experience of similar works carried out in the last 3 years with Contract value:
.....
.....

(2) Portion of Works to be sublet:

[i] Full name of sub-contractor and address of head office:
.....
.....

[ii] Sub-contractor's experience of similar works carried out in the last 3 years with contract value:
.....

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Address of County Government of
Baringo

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*County Government of Baringo*)

Request for review of the decision of the..... (*Name of the County Government of Baringo*)
ofdated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

Issued by the County Government of BARINGO, 2019

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary