

KENYA FERRY SERVICES LIMITED

TENDER DOCUMENT

SUPPLY AND DELIVERY OF COMPUTER CARTRIDGES AND ACCESSORIES (FRAMEWORK)

TENDER NO. KFS/CCA/14/09/2016

TENDER RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITY

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SECTION I INVITATION TO TENDER

TENDER NO. KFS/CCA/14/09/ 2016 - SUPPLY AND DELIVERY OF COMPUTER CARTRIDGES AND ACCESSORIES.

- 1.1 Kenya Ferry Services Ltd invites sealed bids from eligible candidates for SUPPLY AND DELIVERY OF COMPUTER CARTRIDGES AND ACCESSORIES (FRAMEWORK). This tender is reserved for Persons with Disability only.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the Procurement & Supplies Manager located at Kenya Ferry Services Ltd Headquarters Likoni Mainland South Gaza Road during normal office working hours.
- 1.3 Bid documents can be downloaded from the company website www.kenyaferry.co.ke or be obtained upon request sent to procurement@kenyaferry.co.ke Hard copies are available upon payment of a non-refundable fee of **Kshs 1,000.00** per set of tender document in cash or in Bankers cheque payable at KFS cash office.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked as follows:

KFS/CCA/14/09/2016: SUPPLY AND DELIVERY OF COMPUTER CARTRIDGES AND ACCESSORIES (FRAMEWORK)

"DO NOT OPEN BEFORE 1000 HOURS ON WEDNESDAY 12TH OCTOBER 2016 AT 1000 HOURS"

Addressed to:

Procurement & Supplies Manager Kenya Ferry Services Ltd P.O. Box 96242 - 80110 Mombasa

Alternatively, completed tenders may be deposited at the Tender Box located at the Company Headquarters on Gaza Road – Peleleza Likoni Mainland South on WEDNESDAY 12TH OCTOBER 2016"AT 1000 HOURS"

1.5 Before the deadline for submission of tenders, ALL bidders who obtain the tender document **SHALL** register with Kenya Ferry services as candidates by sending an email to procurement@kenyaferry.co.ke and submitting the following information.

- 1.5.1 Name of the tenderer/bidder
- 1.5.2 Tender number of the document obtained
- 1.5.3 Valid email address
- 1.5.4 Telephone number
- 1.5.5 Contact person
- 1.6 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Kenya Ferry Services Headquarters on Gaza Road Peleleza Likoni.

PROCUREMENT & SUPPLIES MANAGER FOR: MANAGING DIRECTOR

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 supply the Ropes.
- 2.1.2 The Kenya Ferry Services 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 Kenya Ferry Services to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "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.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kenya Ferry Services, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Bank Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization Form
 - (xiii) Confidential Business Questionnaire
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify Kenya Ferry Servicesin writing or by post at the entity's 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 Kenya Ferry Services. 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 Kenya Ferry Servicesshall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in

- response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 **Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
 - (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Documentary evidence established in accordance with paragraph 2.2.1 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 tender 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 opening of the tender.

2.11 **Tender Currencies**

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1Pursuant 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.
- 2.12.2The documentary evidence of the tenderers eligibility to tender shall establish to Kenya Ferry Services satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
 - (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by

an Agent in Kenya equipped, and able to carry out the Tenderer'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:
 - (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of 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
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(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 toKenya Ferry Servicessatisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect Kenya Ferry Services against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
 - (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27 Or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by Kenya Ferry Services, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Ferry Servicesas non-responsive.
- 2.15.2 In exceptional circumstances, Kenya Ferry Services 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.

2.16 Format and Signing of Tender

- 2.16.1 The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the
- 2.16.2 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
 - (a) Be addressed to Kenya Ferry Services at the address given in the Invitation to Tender:
 - (b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE, WEDNESDAY 12TH OCTOBER 2016 AT 1000 HOURS"
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, Kenya Ferry Services will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by Kenya ferry Services at the address specified under paragraph 2.17.2 not later than **WEDNESDAY 12TH** OCTOBER 2016 AT 1000 HOURS.
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by Kenya Ferry Services prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 Kenya Ferry Servicesmay at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 Kenya Ferry Service shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 Kenya Ferry services will open all tenders in the presence of tenderers' representatives who choose to attend on **WEDNESDAY 12TH OCTOBER 2016 AT 1000 HOURS** and in the location specified in the Invitation to Tender.
 - The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the 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.
- 2.21.2 Any effort by the tenderer to influenceKenya Ferry Servicesin the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 Kenya Ferry Services will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

- 2.22.3 Kenya Ferry Services 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.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 Kenya Ferry Serviceswill 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. Kenya Ferry Services determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by Kenya Ferry Services and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, Kenya Ferry Serviceswill convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 Kenya Ferry Serviceswill evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, Kenya Ferry Serviceswill determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the 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.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Kenya Ferry Serviceswill proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 Kenya Ferry Services 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.

O Procuring entity's Right to Vary quantities

2.27.5 Kenya Ferry Services reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the

Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

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

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer'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

2.29 Signing of Contract

- 2.29.1 At the same time as Kenya Ferry Servicesnotifies the successful tenderer that its tender has been accepted, Kenya Ferry Services will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it toKenya Ferry Services.

2.30 Performance Security

2.30.1.1 Within Thirty (30) days of the receipt of notification of award from Kenya Ferry Services, 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 Kenya Ferry Services.

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

2.31 Corrupt or Fraudulent Practices

- 2.31.1 Kenya Ferry Services requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 Kenya Ferry Services will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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 TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is reserved to Youth, Women and Persons with Disability
2.14.1	Tender security not required – Bidder to attach dully completed, signed and stamped Tender Securing Declaration Form
2.18.1	12 th October, 2016at 1000 Hours
2.27	Criteria for technical evaluation shall be as below

Evaluation Criteria

Clause 2.27 is amended to include the following:

	MADATORY REQUIREMENTS	
		POINTS
1.	Particulars of the Tendering Company (Attach Copies)	
	a) Certified copies of statutory documents as follows: -	
	Certificate of incorporation/registration	Mr 1.4
	Current Tax Compliance certificate	Mandatory
	 Current Access to Government Procurement Opportunities (AGPO) certificate. 	
	b) Completed confidential business questionnaire and declaration form duly signed and	
	stamped.	
	c) Disclosure of business ownership (Directors/ Partners /Sole Proprietor). Attach a copy	
	Business CR 12 Form/Copies of Directors' national identity cards.	
	d) Duly completed Tender-Securing Declaration Form as per Public Procurement and	
	Disposal (Preference and Reservations) Regulations 2011.	
	e) Evidence of certificate from National Council of People With Disability.	
	f) Bidders to serialize their bid documents.	
	g) Bidder to provide self-declaration that the person/tenderer is not debarred in the	
	matter of the public procurement and asset disposal act 2015.	
	h) Bidder to provide self-declaration that the person/tenderer will not engage in	
	any corrupt or fraudulent practice	
	(i) Registration as per clause 1.5 of the invitation to tender herein (Before the deadline for	
	submission of tenders, ALL bidders who obtain the tender document SHALL register	
	with Kenya Ferry services as candidates by sending an email to procurement@kenyaferry.co.ke and submitting the following the Name of the	
	tenderer/bidder, Tender number of the document obtained, Valid email address,	
	Telephone number of the bidder and the Contact person	
	TECHNICAL/GENERAL REQUIREMENTS	
2.	Provide details of;	20
	• company profile	20
	company promecontact person	
	•	
	 physical address/location Credit period allowable 	20
	0 - 30 days	20
	45 days	
	Over 60 days	
	Delivery period – indicate the shortest delivery period	20
	(Formula: Shortest Period x 10	20
	Delivery Period	
	Total	60
	ivai	00

N/B: BIDDER MUST MEET ALL THE MANDATORY REQUIREMENTS TO BE CONSIDERED FOR TECHNICAL AND FINANCIAL BID EVALUATION.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 **Definitions**

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

3.2 **Application**

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

3.3 **Country of Origin**

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The 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.
- 3.5.2 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
- 3.5.3 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

3.6 Patent Rights

3.6.1 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

3.7 **Performance Security**

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.
- 3.7.4 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

3.8 Inspection and Tests

- 3.8.1 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.
- 3.8.2 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.
- 3.8.3 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 alternations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 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.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

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

3.10 **Delivery and Documents**

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

3.11 Insurance

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

3.12 Payment

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

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

3.15.1 The tenderer shall notify the 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

3.16 Termination for default

- 3.16.1 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 periods) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the 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.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

- 3.18.1 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
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that 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

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC
 - 1. The Tenderer must be ready to enter into a contract agreement for a period of two years.
 - 2. The Company has the right to award all, part or individual item.
 - 3. The Tenderers must be ready to provide a performance bond on signing of the contract.
 - 4. Tenderers must be able to provide our requirements on **Just-in- Time** basis.
 - 5. The rates and prices quoted by the Tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment.
 - 6. The Tenderer shall indemnify the Company against any losses or damages due to failure of their products.

NB - Tenderers are required to confirm in writing as part of tender requirement that they will comply with above Conditions.

SECTION V- TECHNICAL SPECIFICATIONS AND PRICE SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF ISSUE	ANNUAL ESTIMATED QUANTITY	UNIT PRICE
1.	HP CARTRIDGE INKJET 27 BLACK	PCS	40	
2.	HP CARTRIDGE COLOUR NO 121	PCS	40	
3.	HP LASERJET CB 540- BLACK TONNER	PCS	100	
4.	HP LASERJET CB 541A- BLUE	PCS	80	
5.	HP LASERJET CB 542A- YELLOW TONER	PCS	80	
6.	HP LASERJET CB 543 A- RED TONNER	PCS	80	
7.	HP CARTRIDGE BLACK NO 121	PCS	40	
8.	HP CARTRIDGE INKJET 22 COLOUR	PCS	40	
9.	HP LASER JET NO CF 283A (BLACK)	PCS	260	
10.	HP LASER JET Q 7553A	PCS	100	
11.	HP LASER JET NO CE 505A	PCS	160	
12.	HP LASER JET NO 285A (BLACK)	PCS	60	
13.	HP LASER JET CARTIDGES CF 280A	PCS	60	
14.	USB FLASH DISK 4 GB	PCS	120	
15.	TONER TK-475 FOR FS-6525MFP PHOTOCOPIER	PCS	20	

This is an indefinite quantity framework tender. The unit prices quoted must remain unchanged throughout the contract period. The company shall issue purchase orders with specific quantities on need basis (as and when required)

Note:

- 1.) Rates shall be in Kenya shillings.
- 2.) In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VI SCHEDULE OF REQUIREMENTS

Supply and delivery of computer cartridges and accessories indicating the unit price, country of origin and the period of delivery as per the list under section (v) above.

SECTION VII -	PRICE SCHEDULE FOR	R GOODS		
Name of tenderer	_ Tender Number	Page	of	
Tenders are invited from and office items as per t		1 1 0	elivery of stationa	ary

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

- 1. Form of TENDER (Technical bid) The form o tender must be completed by the tenderer and submitted with the tender documents comprising envelope A. It must also be duly signed by duly authorized representatives of the tenderer.
- 2. Form of TENDER (Financial bid) -The form o tender must be completed by the tenderer and submitted with the tender documents comprising envelope B. It must also be duly signed by duly authorized representatives of the tenderer.
- 3. Confidential Business Questionnaire Form This form must be completed by the tenderer and submitted with the tender documents.
- 4. Tender Security Form When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 5. Contract Form The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 6. Performance Security Form The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 7. Bank Guarantee for Advance Payment Form When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 8. Manufacturers Authorization Form When required by the ender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date			
	Tender No.		
To Kenya Ferry services ltd			
Gentlemen and/or Ladies:			
acknowledged, we, the undersigned, offer to said tender documents for the sum of	t numbers]. the receipt of which is hereby duly supply and deliver, Life rafts in conformity with the		
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment accordance with the delivery schedule specified in the Schedule of Requirements.			
3. If our Tender is accepted, we will obtain the guarantee of a bank for the due performance of th Contract, in the form and amount to be prescribed by Kenya Ferry services ltd.			
	period of [number] days from the date fixed for ers, and it shall remain binding upon us and may be that period.		
5. This Tender, together with your written acconstitute a Contract, between us. Subject to s	cceptance thereof and your notification of award, shall signing of the Contract by the parties.		
6. We understand that you are not bound to a	accept the lowest or any tender you may receive.		
Dated this day of	20		
[signature]	[in the capacity of]		
Duly authorized to sign tender for an on behal	lf of		

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General:				
Business Name				
Location of business premises				
Plot No	Stree	t/Road		• • • • • • • • • • • • • • • • • • • •
Postal Address				
mail				
Nature of Business				
Registration Certificate No		• • • • • • • • • • • • • • • • • • • •		•••••
Maximum value of business which you	a can handle a	at any one	time - Kshs	
Name of your bankers				
, and the second				

Part 2 (a) – Sole Proprietor
Your name in full Age
Nationality Country of origin
Citizenship details
Part 2 (b) Partnership
Given details of partners as follows:
Name Nationality Citizenship Details Shares
1
2
3
4

	Part 2 (c) – Registered Company
	Private or Public
	State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows
	Name Nationality Citizenship Details Shares
	1
	2
	3
	4
	5
Γ	ateSignature of Candidate

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

8.3 **TENDER SECURITY FORM**

Whereas
(Hereinafter called "the tenderer") has submitted its tender dated [Date
of submission of tender for the supply, installation and commissioning of
[Name and/or description of the equipment]
(Hereinafter called "the Tender") KNOW ALL
PEOPLE by these presents that WE of
having our registered office at
(Hereinafter called "the Bank"), are bound unto [Name of procuring
entity} (Hereinafter called "the Procuring entity") in the sum of
For which payment well and truly to be made to the
said Procuring entity, the Bank binds itself, its successors, and assigns by these
presents. Sealed with the Common Seal of the said Bank this
day of 20
THE CONDITIONS of this obligation are:-
1. If the tenderer withdraws its Tender during the period of tender validity
specified by the tenderer on the Tender Form; or

- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[Signature of the bank]
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the	ent entity) of e Procuring erer] of	f[(entity) of [<i>City a</i>	Country of f the on	<i>Procurem</i> e part a	and
WHEREAS the Procuring entity accepted a tender by the tendere	er for the su	pply of thos	se goods in	n the sum	of
NOW THIS AGREEMENT WITNES 1. In this Agreement words an are respectively assigned to them	d expression	s shall have		_	as
2. The following documents construed as part of this Agreeme: (a) The tender form and the pri (b) The schedule of requiremen (c) The technical specifications (d) The general conditions of co (e) The special conditions of co (f) The Procuring entity's Notifi	nt viz: ice schedule s its ontract ntract; and	submitted b			ınd
3. In consideration of the payr tenderer as hereinafter mention Procuring entity to provide the god in all respects with the provisions	ned, the te ods and to re	nder hereby emedy defect	y covenan	its with	the
4. The Procuring entity hereby of the provisions of the goods and Price or such other sum as may Contract at the times and in the n	d the remedy y become pa	ing of defect yable under	ts therein, r the prov	the Contr	act
IN WITNESS whereof the partie executed in accordance with thei written.			_		
Signed, sealed, delivered by	the	(fo	r the Procu	aring entit	у
Signed, sealed, delivered by presence of	the	(fo	r the ten	derer in	the
(Amend accordingly if provided by	Insurance Co	ompany)			

8.5 **PERFORMANCE SECURITY FORM**

To
[name of Procuring entity]
WHEREAS
AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the tenderer a guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the tenderer, up to a total of
This guarantee is valid until the day of 20
Signed and seal of the Guarantors
[name of bank or financial institution]
[address]
[date]

8.6	BANK GUARANTEE FOR ADVANCE PAYMENT FORM
То	[name of Procuring entity]
	[name of tender]
Gent	tlemen and/or Ladies:
Cont adva tend a ba said	coordance with the payment provision included in the Special Conditions of cract, which amends the General Conditions of Contract to provide for once payment,
the oblig first first	the
of th whic way	further agree that no change or addition to or other modification of the terms to be performed there-under or of any of the Contract documents the may be made between the Procuring entity and the tenderer, shall in any release us from any liability under this guarantee, and we hereby waive the of any such change, addition, or modification.
	guarantee shall remain valid in full effect from the date of the advance nent received by the tenderer under the Contract until
Your	rs truly,
Sign	ature and seal of the Guarantors
	[name of bank or financial institution]
	[address]
	[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]
WHEREAS
We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.
signature for and on behalf of manufacturer

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated] [insert date (as day, month and year) of Bid Submission] Date: Tender No._____ [insert number of bidding process] To: ______ [insert complete name of Purchaser] We, the undersigned, declare that: 1. 1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. 2. We accept that we will automatically be suspended from being eligible for bidding 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 Bid during the period of bid validity specified by us in the Bidding 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. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (a) our receipt of a copy of your notification of the name of the successful Bidder; or (b) thirty days after the expiration of our Tender. 4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid 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 e.t.c) Name: Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder] Dated on _____ day of _____ [insert date of signing]

Seal or stamp

LETTER OF NOTIFICATION OF AWARD

		Address of Procuring Entity	
	Tender No		
	Tender Name		
	er have been awarded to you.	ated below under the above mentioned	
1.	. Please acknowledge receipt of th acceptance.	nis letter of notification signifying your	
2.	,	signed by the parties within 30 days of the than 14 days from the date of the letter.	
3.	You may contact the officer(s) we subject matter of this letter of no	hose particulars appear below on the otification of award.	
	(FULL PARTICULARS)		

SIGNED FOR ACCOUNTING OFFICER