

THE KAREN HOSPITAL LTD



Tender Document

For

Supply and delivery of Toiletries, Basins,
Slippers, Towels, Pampers and Maternity Sanitary Towels

TENDER NO: TKH/58/21-23

**Chief Executive Officer
The Karen Hospital Ltd
P.O Box 1500-00502, Nairobi**

Start Date: 24th September, 2021

Closing Date: 7th October 2021 at 2:30pm

SECTION 1 INVITATION TO TENDER

THE KAREN HOSPITAL LTD

The Karen Hospital Ltd (TKH) also referred to as the Procuring Entity, invites sealed tenders from eligible candidates for the supply and delivery of pharmaceutical products to The Karen Hospital. The contract to the successful bidders will be for a period of 2 years subject to annual satisfactory performance review.

We advise that the tender documents detailing the specifications and conditions be downloaded from our website (www.karenhospital.org). Bidders should then email the contacts (company name, physical address, cellphone number(s) and email address) of the bidding entity to tenders@karenhospital.org and attach the Mpesa (661300, Account Name, supplier name) message of a non-refundable administration fee of Kes.1,000/=

Duly completed tender documents as specified in the tender documents and deposited in the Tender Box situated at The Karen Hospital, Karen-Langata Road, Supply Chain Department. They must be delivered on or before **7th October 2021 before 2:00pm** addressed to:-

**Chief Executive Officer
The Karen Hospital Ltd
P.O. Box 1500-00502
Nairobi**

The tenders will be opened on 8th October 2021 at 2:00pm and those who wish to virtually attend, are kindly requested to submit the names and contacts of their representatives by Wednesday 6th October 2021 for planning purposes.

**Chief Executive Officer
THE KAREN HOSPITAL LTD**

SECTION 2 INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
Eligible tenderers.....	4
Eligible goods.....	4
Cost of tendering.....	4
Contents of Tender document.....	5
Clarification of documents.....	6
Amendment of documents.....	6
Language of tender.....	6
Documents comprising the tender.....	6
Tender forms.....	7
Tender prices.....	7
Tender currencies.....	7
Tenderers eligibility and qualifications.....	7
Goods' eligibility and conformity to tender documents.....	8
Tender security.....	8
Validity of tenders.....	9
Format and signing of tenders.....	9
Sealing and marking of tenders.....	9
Deadline for submission of tender	10
Modification and withdrawal of tenders.....	10
Opening of tenders.....	11
Clarification of tenders.....	11
Preliminary examination.....	11
Conversion to single currency.....	12
Evaluation and comparison of tenders.....	12
Contacting the Commission	12
Award of contract.....	12
Post qualification.....	13
Award criteria.....	13
Commission right to vary quantities....	13
Commission right to accept or reject any or all tenders	13
Notification of award.....	14
Signing of contract.....	14
Performance security.....	14
Corrupt or fraudulent practices.....	14
Appendix , General conditions of contract and forms	15-37

2.1 Eligible Tenderers

A Tenderer will be eligible if they satisfy the following criteria:-

- 2.1.1 Has the legal capacity to enter into a contractual agreement for procurement
- 2.1.2 Member of the regulating profession and has satisfied all its requirements
- 2.1.3 The Tenderer and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Section 41 of the Public Procurement and Assets Disposal Act, 2015 Laws of Kenya;
- 2.1.4 The procuring entity is not precluded from entering into the contract with the person under section 55 of the Public Procurement and Assets Disposal Act, 2015 Laws of Kenya;Act.
- 2.1.5 The Tenderer has not been convicted of corrupt or fraudulent practices or debarred from participating in public or private sector procurement.
- 2.1.6 The Tenderer has fulfilled tax obligations
- 2.1.7 The Tenderer must not be an employee of The Karen Hospital, Board Member, Board Committee Member or a relative of any of the above, these persons or their companies are not eligible to participate in the tender
- 2.1.8 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 Karen Hospital to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for Tenders.
- 2.1.9 The Karen Hospital is a corruption free environment and any pressure or influence attempt should be reported to the Chief Executive Officer (chief.executive@karenhospital.org).

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 produced and/or appointed distribution centre. 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 The Karen Hospital, 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 criteria shall be considered for the contract depending on their performance ranking in tendering process.
- 2.3.3 The price to be charged for the tender document shall be Kes.1,000/=.

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/Tender Securing Declaration Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form (where applicable)
- (xii) Confidential Business Questionnaire
- (xiii) Declarations that none of the directors have been convicted of corrupt or fraudulent practices
- (xiv) Declaration that the company is not insolvent, in receivership, bankrupt or in the process of winding up.
- (xv) Declaration of conflict of interest
- (xvi) Declaration that the company is not debarred from participating in procurement proceedings

2.4.2 The tenderer is expected to examine all instructions, forms, terms and specification 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 Karen Hospital in writing via email provided in this tender document or by post at the entity's address indicated in the Invitation to Tender. The hospital will respond in writing to any request for clarification of the tender documents which it receives not later than five (5) days prior to the deadline for the submission of tenders, prescribed by the hospital. The Karen Hospital commits to share written copies of it's response (including an explanation of the query but without identifying the source of the inquiry) with all prospective tenderers that have received the tender documents.

2.5.2 The Karen Hospital shall reply to any clarifications sought by the tenderer within three (3) working 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 Karen Hospital, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the

tender documents by amendment.

- 2.6.2 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 Hospital, at its discretion, may extend the deadline for the submission of tenders and communicate to all tenderers accordingly.

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 Karen Hospital, 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 take precedence.

2.8 **Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
 - 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 2.2.1 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 2.2.1 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, make/brand, 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** customs, taxes, insurances and delivery to the premises of the procuring 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 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**

- 2.12.1 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 Hospitals 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 Hospitals satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b) that the tenderer has the financial, technical, and production (and/or distribution) capability necessary to perform the contract;

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.12 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 product samples , 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, a clause-by-clause commentary on the Hospital Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount of **Kshs.100,000**

14.2 The tender security is required to protect the Hospital against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.14.3 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 a guarantee issued by insurance company in the form provided in the tender documents or another form acceptable to the Hospital and valid for thirty (45) days beyond the validity of the tender.

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Hospital as non responsive, pursuant to paragraph 2.22

2.14.5 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 Hospital.

2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29 and furnishing the performance security, pursuant to paragraph 2.30

2.14.7 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the Hospital 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 2.29
 - 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 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Hospital, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Hospital as non-responsive.
- 2.15.2 In exceptional circumstances, the Hospital 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 granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," and as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed 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, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.
- 2.16.4 The tenderer shall submit two sets of price lists in Excel and PDF and both shall form part of the documentation in both the "ORIGINAL" and "COPY" tender submissions. The price lists shall also be emailed to the hospital's designated email address tenders@karenhospital.org after submitting the tender documents within the stipulated period.

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. All bids submitted shall have their pages serialized to enhance integrity of the tender document.
- 2.17.2 The inner and outer envelopes shall:
 - (a) be addressed to the Hospital at the following address

**Chief Executive Officer
The Karen Hospital Ltd
P.O Box 1500-00502
Nairobi**

- (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE **8th October 2021 at 2:30pm**
- 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, the Hospital will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

Tenders must be received by the Hospital at the address specified under paragraph 2.17.2 no later than **7th October 2021 at 2:30pm**. The Hospital 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 Hospital 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 the Procuring entity 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 be sent by email, 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 The Hospital may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.19.6 The Hospital 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 The Hospital will open all tenders in the presence of tenderers' representatives who choose to virtually attend on **8th October 2021** at The Karen Hospital Ltd, Langata Road, Nairobi
The tenderers' representatives who are present shall register on the virtual meeting 'Chat Box' (detailing their names, mobile number, company's name, physical address and email address) 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 Hospital, at its discretion, may consider appropriate, will be announced at the opening. Proposed names & presence or absence

2.20.3 The Hospital will prepare minutes of the tender opening and they will be made available to all tenderers who will have virtually registered and attended the virtual tender opening.

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

- 2.22.1 The Hospital will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 The Hospital may consider rectifying of arithmetical errors on the following basis:-
- a. If there is a multiplication or formula error causing discrepancy between the unit price, quantity and the total price. The unit price will not change, the total price shall be changed accordingly to rectify the error.
 - b. The hospital shall reject the tender if the tenderer chooses not to accept the correction and the tender security fortified.
 - c. If the tender has a discrepancy between the figures and words, the amounts in words shall prevail.
- 2.22.3 The Hospital 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.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 the Hospital 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 Hospital 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 the Hospital 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, the Hospital will convert these currencies to Kenya Shillings using the (mean) 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 The Hospital will 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 45 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 procurement by the hospital.

2.25 Contacting the Hospital

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

2.26 Award of Contract

(a) Post-qualification

- 2.26.1 In addition to the tenderer being pre-qualified, the Hospital will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.26.2 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 tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Hospital deems necessary and appropriate.

2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Hospital will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

2.26.5 For the tenderer to qualify for the a contract(s) award, they shall fulfil the following:-

- i. Shall be legal capacity to enter into contractual engagement with the procuring entity.
- ii. Shall not be debarred from participating in public procurement
- iii. Shall not be involved in receivership, bankruptcy or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- iv. Shall have the necessary regulatory qualifications, distributorship accreditation, capability experience, services, equipment and facilities to provide the goods specified in the tender document.

(c) Hospital's Right to Vary quantities

2.26.6 The Hospital reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions

(d) Hospital Right to Accept or Reject Any or All Tenders

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

2.26.8 The Hospital shall immediately give notice of the termination to the tenderers and on request give its reasons for the termination with 14 days of receiving the request from any tenderer.

2.26.9 The Hospital shall consider debarment of tenderers who give false information in the tender submissions or one who refuses to enter into a contract after notification of contract.

(e) Notification of Award

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

2.26.11 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 as per clause 2.27

2.27 Signing of Contract

- 2.27.1 At the same time as the Hospital notifies the successful tenderer that its tender has been accepted, the Hospital will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.27.2 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.
- 2.27.3 After fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Hospital.
- 2.27.4 The contract will be definitive upon its signature by both the Hospital and the Tenderer.

2.28 Performance Security

- 2.28.1 After fourteen (14) days of the receipt of notification of award from the Hospital, 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 Hospital.
- 2.28.2 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 Hospital may make the award to the next lowest evaluated Candidate, call for new tenders or request for quotations from the prequalified suppliers.

2.29 Corrupt or Fraudulent Practices

- 2.29.1 The Hospital requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts in pursuance of this policy, the Hospital defines, for the purpose of this provision following terms as follows;
 - (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of an Hospital official in the procurement process or in contract execution; and
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Hospital, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Hospital of the benefits of free and open competition;
- 2.29.2 The Hospital will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.29.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in private and public sector procurement in Kenya.

2.30 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	Particulars of Appendix to Instructions to Tenders
---------------------------	--

2.30.1	Firms specializing in the supply and delivery of pharmaceutical drugs and successfully prequalified by The Karen Hospital
	<ul style="list-style-type: none"> • The tender documents shall be downloaded from the hospital’s website free of charge • Prices shall be quoted in Kenya Shillings • Increase in or upward variation of price shall not be allowed within the contract period • A tender security of Kenya shillings one hundred thousand, ksh,100,000 in form of a bank guarantee or such insurance approved by authorities • Tenders shall remain valid for a period of 120 days from the date of submission of the tender • Submission of two Tender documents securely bound (spiral), serialized and clearly marked (Original and Copy) by the tenderer. A copy of the price lists attached in the tender documents (in PDF and Excel) will be submitted to the email address provided or on a flash disk. • Bulky tenders which will not fit in the tender box shall be received and registered in the Head of Department, Supply Chain Management Office
2.30.2	<p>Mandatory Evaluation</p> <ul style="list-style-type: none"> • Submission of two Tender documents securely bound (spiral), serialized and clearly marked (Original and Copy) by the tenderer. • All pages of both Original and Copy documents must be sequentially serialized by the tenderer • Tender form duly completed, signed and stamped. • Business Questionnaire duly completed, signed and stamped. • Copy of Valid Tax Compliance Certificate/exemption certificate • Copy of Certificate of Incorporation • Valid trade license from County Government • Authorization of supply by the Manufacturer
	NB: Failure to provide any of the above mandatory requirements will lead to disqualification
2.30.3	<p>Technical Evaluation Criteria</p> <p>a.Specifications Compliance</p> <ul style="list-style-type: none"> • Tender to confirm availability of ample storage facility and demonstrate the ability to manage the cold-chain upstream and downstream • To confirm in writing that all deliveries will be made as per specifications in descriptions, quality, dimensions and packaging. • Tenderer to confirm the hospital’s right to return short expiry and slow-moving items 3 months before expiry and issue credit note or exchange with longer shelf-life items, the decision must be mutually agreed upon by the supplier and the client. • Tenderer to indicate the delivery time (lead time) of orders sent by the hospital • That the hospital will enjoy a credit period of 90 days • Value of orders or business the supplier can handle at once • Supplied goods to conform to manufacturers standards
	<p>b.Experience in the Industry</p> <ul style="list-style-type: none"> • Company Profile • List of 3 reputable hospitals and institutions the tenderer has been in business with and their contacts

	<ul style="list-style-type: none"> • Copies of LPOs from the listed institutions that are not less than 365 days old or award letters
	<p>NB: Tenders must comply 100% with all the requirements to qualify at the technical evaluation stage and proceed to financial evaluation Reference checks will be conducted</p>
2.30.4	Financial Evaluation
	<ul style="list-style-type: none"> • The tenderer that offer the most competitive bid may be subjected to negotiations prior to the award • There will be no correction of arithmetic errors • A written undertaking that the prices shall remain valid for a period of 24 months from the date of the contract
2.30.5	<p>Appendix to Instructions to Tenderers</p> <ul style="list-style-type: none"> • Any price quoted in foreign currency will be converted to Kshs. At the mean rate of the Central Bank of Kenya on the closing date of tender • The hospital shall not allow preference in the evaluation of tenders • The hospital reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements • The hospital reserves the right to award the contract in the whole or in part without any change in the Unit Price. • The tenderer shall source for the information necessary for preparing the tender and entering into a contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

3.1	Definitions.....
3.2	Application.....
3.3	Country of Origin.....
3.4	Standards.....
3.5	Use of Contract documents and information.....
3.6	Patent Rights.....
3.7	Performance security.....
3.8	Inspection and Tests.....
3.9	Packing.....
3.10	Delivery and documents.....

3.11 Insurance

3.12 Payment.....

3.13 Price.....

3.14 Assignments.....

3.15 Sub contracts.....

3.16 Termination for default.....

3.17 Liquidated damages.....

3.18 Resolution of Disputes.....

3.19 Language and law.....

3.20 Force Majeure.....

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 Karen Hospital Ltd and the tenderer, as recorded in the Contract Form signed by the parties, including all addendums, 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 Pharmaceutical drugs and any other materials which the tenderers are required to supply to The Karen Hospital under the Contract.
- (d) “The Karen Hospital” means the organization or the procuring entity 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 Hospital for the procurement of goods.

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were manufactured.

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 Hospital prior written consent, disclose the Contract, or any provision therefore, or any specification, pattern, sample, or information furnished by or on behalf of the Hospital in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Hospital prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Hospital against all third-party claims of infringement of intellectual property including but not limited to patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Hospital 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 Hospital or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Hospital shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 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 production data, shall be furnished to the inspectors at no charge to the Hospital.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Hospital may reject the goods, and the tenderer shall either replace the rejected goods or make alterations necessary to make specification requirements free of costs to the Hospital.
- 3.8.4 The Hospital right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the goods previously been inspected, tested and passed by the Hospital or its representative prior to the goods delivery.
- 3.8.5 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 Hospital 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 Hospital 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 before a period of 24 months (2 years) (or during the contract period)
Where contract price variation is allowed, index mechanism to adjust prices will be based on relevant public information Cost Price Index CPI, Inflation, exchange rate and prevailing market Prices, after a period of one year not exceeding the prevailing average country's inflation rate.

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 Hospital prior written consent

3.15 Subcontracts

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

3.16 Termination for default

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

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

3.16.2 In the event the Hospital terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the tenderer shall be liable to the Hospital 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 Hospital shall, without prejudice to its other remedies under the contract, deduct from the contract price 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 Hospital and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms:-

- a) 2 such arbitration shall be resolved under provisions of the Kenyan Arbitration Act 1995 (as amended from time to time);
- b) the tribunal shall consist of one arbitrator to be agreed upon between the Parties failing which such arbitrator shall be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenyan Chapter) upon the application of any party;
- c) the place and seat of arbitration shall be Nairobi and the language of arbitration shall be English; and
- d) the award of the arbitration tribunal shall be final and binding upon the Parties to the extent permitted by law and any Party may apply to a court of competent jurisdiction for enforcement of such award. The award of the arbitration tribunal may take the form of an

order to pay an amount or to perform or to prohibit certain activities.

Language and Law

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

3.19 Force Majeure

3.19.1 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 (including but not limited to breakdown of equipment, apparatus or software, war, invasion, civil war or strife, rebellion, strikes, lockouts or other industrial disputes or actions, fire, flood, epidemic/pandemic, earthquake, explosion, decision of any court or other judicial body of competent jurisdiction, acts of God, acts of government or other prevailing authorities or defaults of third parties) then the party unable to fulfill its obligations shall immediately give notice of this to the other party and shall do everything in its power to resume full performance.

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 these in the GCC.

4.1 Performance Bond

After fourteen (14) days of the notification of contract award the successful tenderer shall furnish the Hospital with the Performance Bond. The amount of the performance security as a percentage of the Contract Price shall be 5%. The performance bond shall be denominated in Kenya Shillings and shall be in the form of a bankers cheque, bank guarantee or irrevocable letter of credit issued by a reputable bank located in Kenya.

4.2 Payment Terms

The method and conditions of payment to the tenderer under this contract shall be as follows:-

- a. Payment for the goods shall be in Kenya shillings
- b. There shall be no advance payment under this contract
- c. Payments will be made by the Hospital within 90 days after submission of an invoice and a statement or claim by the tenderer

4.3 Prices

No price variations will be allowed within 2 years (during the period of the contract) of the contract.

- (a) Index mechanism to adjust prices will be based on relevant public information Cost Price Index CPI, Inflation, exchange rate and prevailing market Prices after one year. Unit price quoted shall be inclusive of all other charges incidental to the delivery of goods to our stores.

- (b) Incase of discrepancy between unit price and total price, the unit price shall prevail
- (c) Incase of discrepancy between prices on the tender documents and the price on the original document, prices on tender document shall prevail.

4.4 Delivery of Goods

- a. Delivery of the goods shall be made by the tenderer to the Hospital's store and in accordance with the time schedule prescribed by the Hospital in the Local Purchase Orders.
- b. If at any time during the performance of the Contract, the tenderer should encounter conditions impeding timely delivery of the Goods, the tenderer shall promptly notify the Hospital in writing of the fact of the delay, its likely duration and its causes. On receipt of the tenderer's notice, the Hospital shall evaluate the situation and may at its discretion extend the tender's time for delivery with or without liquidated damages, in which case the extension shall be ratified by the Hospital by amendment of the Local Purchase Order. However, in the event that such delays leads the Hospital to procure the same items from other sources the tenderer shall be liable to the Hospital for any excess cost incurred for such similar goods and refusal by the tenderer shall lead to termination.
- c. Except as provided under the General Conditions of contract paragraph 3.20, a delay by the tenderer in the performance of its delivery obligations shall render the tenderer liable to the imposition of liquidated damages pursuant to paragraph 3.17 unless an extension of time is agreed upon pursuant to paragraph 2 (b) above without application of liquidated damages.
- d. Upon delivery of the goods, the tenderer shall notify the Hospital and forward the following documents to the Hospital:
 - (a) Copies of the supplier invoice showing goods description, quantity, unit price, total amount and Local Purchase Order number (LPO).
 - (b) Delivery note giving details as (a) above.
 - (c) Certificate of Origin. (where applicable)

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

4.5 Delivery Times:-

Deliveries shall not be made after 3.00pm unless with special permission by the Chief Executive Officer, Chief of Medical Services, Chief Operations Officer or Head of Supply Chain Management.

4.6 Availability of goods

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

4.7 Standards

- (i) The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall be fit for purpose and have no defects,

arising from design, materials or workmanship (except when the design and/or material is required by the Hospital's specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in the Hospital.

- (ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. the supplier shall either:
 - (a) make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the Hospital, or
 - (b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs.

4.8 Ownership Transfer:-

Ownership of the goods is transferred to The Karen Hospital after acceptance of quality of the goods. The Karen Hospital may reject goods within 7 days from date of receipt. If the goods are rejected they shall be collected as promptly as possible but not later than 7 days failure to which demurrages charges shall accrue at rate of 2% of the total value and be disposed after 21 days at suppliers cost.

4.9 Breach of Previous Contract

Tenderers who defaulted on the previous years contractual agreements for The Karen Hospital service contracts and LPOs for supply of goods shall not be considered for the particular products/service they defaulted on and failed to deliver.

However, they if so wishes the Tenderers shall submit a statement confirming that they have not been debarred from supplying goods to other institutions for the Hospital's consideration.

4.10 Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying branch.

4.11 Execution of Performance Bond.

If the awarded bidder fails to deliver the goods within the prescribed timeline the performance bond will be forfeited to The Karen Hospital. This will be the difference between total tender price and the total price hospital buys from next lowest.

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 goods offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the pharmaceuticals 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 bonfide tenderer representatives for any further clarification to be sought by the hospital including their names and addresses.

5.2 PARTICULARS

The specifications for the items are as indicated in the price schedule

SPECIFICATIONS

As shown in the schedule of requirements

SECTION VI - SCHEDULE OF REQUIREMENTS

The service under this contract shall be performed as prescribed in the description of the service during the contract period commencing on 1st October, 2021 ending 30th June 2023.

PRICE SCHEDULE FOR GOODS

Detailed schedule of the hospitals drug formulary attached

SECTION VII - STANDARD FORMS

7.1 Important notes on the Standard Forms

- a. Form of Tender
The Form of Tender must be completed by the tenderer, duly signed by the authorized representatives of the tenderer and submitted with the tender documents.
- b. Price Schedule Form
The price schedule form must similarly be completed and submitted with the tender.
- c. Confidential Business Questionnaire Form
This form must be completed by the tenderer and submitted with the tender documents.
- d. Bidders Declaration Pact
This form must be completed by the tenderer and submitted with the tender documents.
- e. Integrity Pact
This form must be completed by the tenderer and submitted with the tender documents.
- f. Performance Security Form
This form should not be completed by the tenderer at the time of the tender preparation. The form will be completed only by the successful tenderers as they shall be required to provide performance security in the form provided herein or in another form acceptable to the hospital.

7.2 FORM OF TENDER

Date _____
Tender No. _____

**CHIEF EXECUTIVE OFFICER
THE KAREN HOSPITAL LTD
PO BOX 1500-00502
NAIROBI**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... of which is hereby dully acknowledged, we, the undersigned, offer to provide..... of..... services in conformity with the said tender documents for the sum of (total tender amount in words and figures).....
2. We undertake, if our Tender is accepted, to provide the products and services in accordance with the products schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 1(one) percent (.....%) of the Contract Price for the due performance of the Contract, in the form prescribed by The Karen Hospital.
4. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening in the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated This Day of2021

Signature:..... In the Capacity of.....

Duly authorized to sign this tender on behalf of

7.3. 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) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form

Mandatory

Part 1 – General:

Business Name :

Location of business premises:

Plot No..... Street/Road:

Postal Address Tel No.

Company Landline and Mobile Email address.....

Contact PersonMobile.....

Nature of Business,.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Complete part 2(a), 2(b) or 2(c)

Part 2 (a) – Sole Proprietor

Your name in full Age:

Nationality Country of origin:

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1			
2.			
3.			

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			

NB: If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

SignDate Stamp.....

7.4 TENDER SECURITY FORM

Whereas [name of the tenderer]
(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 or 90 or 120) 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)

7.5 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [*name of Procurement entity*] of [*country of Procurement entity*]
(hereinafter called “the Hospital) of the one part and [*name of tenderer*] of
..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Hospital’s Notification of Award
3. In consideration of the payments to be made by the Hospital to the tenderer as hereinafter mentioned, the tender hereby covenants with the Hospital to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Hospital hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by the (for hospital)

Signed, sealed, delivered by the (for the tenderer in the presence of _____)

7.6 PERFORMANCE SECURITY FORM

To
[*name of Hospital*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No..... (*reference number of the contract*) dated, 20..... to supply (*description of goods*) (hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of20.....

Signed and sealed by the Guarantor(s).....

[name of bank or financial institution]

[address]

[date]

7.7 MANUFACTURER’S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS[name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at..... [address of factory] do hereby authorize..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against Tender No. [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

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

7.8 LETTER OF NOTIFICATION OF AWARD

Address of Hospital

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.

PRICE SCHEDULE.

TKH/58/21-23 Supply and delivery of Toiletries, Basins, Slippers, Towels, Pampers and Maternity Sanitary Towels					
S/No	Item Name	QTY: 2021-2023	Unit Cost	Total Cost	Remarks
1	FACE TOWELS	20,000 pcs			
2	JUMBO TISSUE 150M (1X12 ROLLS)	3,000 dozens			
3	HAND PAPER TOWEL/MULTIFOLD				
4	KITCHEN TOWELS - 24	10,000 pcs			
5	MEDI-SHEET ROLL WHITE	10,000 pcs			
6	TOILET BALLS COL	3000 pkts			
7	BABY DIAPERS MAXI UNISEX HC 4*32	3000 pkts			
8	BABY DIAPERS MINI (4x40) BALES	3000 pkts			
9	MATERNITY/SANITARY PADS	5000 pkts			
10	SLIPPERS 10/11	2000 pairs			
11	SLIPPERS 11/12	5000 pairs			
12	SLIPPERS 3/4	5000 pairs			
13	SLIPPERS 9/10	5000 pairs			