

**REPUBLIC OF KENYA**



**MANDERA COUNTY GOVERNMENT OF  
P.O. BOX 13-70300  
MANDERA**

**THE TENDER DOCUMENT  
FOR  
FRAMEWORK CONTRCT FOR SUPPLY AND  
DELIVERY OF NON-PHARMACEUTICAL SUPPLIES  
(AS AND WHEN REQUIRED)**

**TENDER NO. MCG/OT/05/2019-20**

**FRAMEWORK CONTRACTS (AS AND WHEN  
REQUIRED)**

**CLOSING DATE & TIME: *TUESDAY 6TH AUGUST 2019 AT 10:00AM***

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## **Introduction**

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya.
- 1.2 The following general directions should be observed when using the document.
  - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
  - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
  - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
  - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.



## SECTION II - INSTRUCTIONS TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 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 the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## **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 the Procuring entity in 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 the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

## **2.6 Amendment of Documents**

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

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

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**



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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

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

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 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 Procuring entity's 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 to the Procurement entity's satisfaction 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**

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 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.

- 2.14.4 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
- 2.14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.6 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
- 2.14.7 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 the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 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,"** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.1 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.2 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 the Procuring entity 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,” **TUESDAY 6TH AUGUST 2019 AT 10:00AM.**

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 Procuring entity 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 the Procuring entity at the address specified under paragraph 2.17.2 no **TUESDAY 6TH AUGUST 2019 AT 10:00AM**

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

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

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **TUESDAY 6TH AUGUST 2019 AT 10:00AM** 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 influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions

of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.23 Conversion to Single Currency**

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

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Procuring entity 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 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 be **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, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

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

**(c) Procuring entity's Right to Vary quantities**

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

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

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

## **2.28 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 the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 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 to the Procuring entity.

## **2.30 Performance Security**

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 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 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (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 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 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**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## 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 TO ATTACH THE FOLLOWING DOCUMENTS
2.1.1	<p><i>Bidders shall attach copies of the following documents</i></p> <ul style="list-style-type: none"> <li>- <i>Valid current year Tax Compliance Certificate</i></li> <li>- <i>VAT/PIN Certificate</i></li> <li>- <i>Company Registration</i></li> <li>- <i>valid current year Single Business Permit</i></li> <li>- <i>Certified bank statement for the past six months.</i></li> <li>- <i>Financial audited accounts for the previous year endorsed, signed and stamped by a registered external auditor.</i></li> </ul> <p><i>Bidders shall comply to the following criteria</i></p> <ul style="list-style-type: none"> <li>- <i>Proof of Past relevant Experience(for this tender) – at least 3 Yrs</i></li> <li>- <i>Each bid should be submitted in a sealed envelope with the Tender Number and Name endorsed on the outside.</i></li> <li>- <i>The bidder shall attach a duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.</i></li> <li>- <i>The form of power of attorney shall be duly filled, signed and stamped.</i></li> <li>- <i>The tender document shall be submitted complete, intact with no page alterations.</i></li> <li>- <i>Tenderers shall ensure that the submitted bid (documents) is (are) <b>serialized</b> .i.e (each document in the submitted bid shall have serial identification).</i></li> <li>- <i>Tenders shall submit registration certificate from pharmacy and poison board/medical and dentist board</i></li> </ul>
2.16.1	<ul style="list-style-type: none"> <li>- <i>Tenderers shall Submit original &amp; copy of the bid</i></li> <li>- <i>The form of bid shall be duly filled signed and stamped.</i></li> </ul>
<p><b>Note: Both documents (Original &amp; Copy) shall bear all the attachments required</b></p>	

## 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 Procuring entity 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 installation and commissioning of equipment

### **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 alterations 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 period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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 its 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**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

**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.

42. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	<i>Applicable 5 %</i>
3.12.1	<i>Payment after delivery period 30 days</i>
3.18.1	<i>Arbitrations</i>

## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

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

## II) CRITERIA OF EVALUATION

The method of evaluation will be Merit Point System

The evaluation criteria will be applied as indicated here below: -

		<b>POINTS</b>
<b>1.</b>	<b>PRELIMINARY EVALUATION</b>	<b>MUST MEET</b>
<b>2.</b>	<b>MANDATORY REQUIREMENTS FOR ELIGABLE COMPANIES</b>	<b>MUST MEET</b>
a)	The bidder shall attach a duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.	YES/NO
b)	Dully filled tender documents must be serialized (pages)	YES/NO
c)	Submit Certified Copy of PIN/VAT	YES/NO
e) f)	Submit Valid certified copy of Tax Compliance Certificate from KRA	YES/NO
g) h)	Tenders shall submit registration certificate from pharmacy and poison board/medical and dentist board	YES/NO
i)	Submit a Certified Copy of Current Single Business permit	YES/NO
k)	Submit a Certified Copy of Certificate of Incorporation under the company Act AND the CR12 FOR 2019	YES/NO
l)	List of Three (3) reputable client with recommendation letters/ award letters	YES/NO
m)	Must submit a dully filled up self-declaration form in format provided	YES/NO
o)	Completed proposal must be returned in one (1) original and 1 (1) copy clearly marked and bound.	YES/NO
p)	The form of bid shall be duly filled signed and stamped.	YES/NO
q)	Duly filled manufacturer's authorization	YES/NO
r)	Duly filled, signed and stamp form of power of attorney	YES/NO

### NOTE:

- **The firms that fulfill all the mandatory requirements will proceed to stage two of the evaluation which is technical in nature.**
- **Bidders meeting the entire above mandatory requirements will be subjected to Technical Evaluation Criteria and marks assigned as indicated below:**



**STAGE TWO: TECHNICAL EVALUATION**

☑ All eligible companies will be required to submit evidence for the following Technical evaluation:

		Points
	<b>Each tenderer for their tender to be considered responsive MUST meet all the MANDATORY REQUIRMENTS FOR THEM TO PROCEED TO THE TECHNICAL EVALUATION</b>	
<b>2.</b>	<b>TECHNICAL EVALUATION</b>	<b>Scores</b>
a)	MUST have been in business for not less than five years.(prior experience)	15
	<b>Financial capability</b>	
b)	Must submit Audited Books of accounts for the previous Two(3) Years	15
c)	Recent bank statement of the firm(last 6 months)	12
e)	Form of tender dully filled, signed and stamped	10
f)	Duly filled Manufacturer's authorization form on the manufacturer's letterhead	10
g)	Access to credit(Letter from financial institution)	10
h)	Proof of not having had bad Litigation History (Clearance by the advocates Complaints commission)	5
j)	Duly filled self-declaration of non-debarment and anti-corruption declaration	8
h)	Must Fill the Price Schedule in the format provided	5
i)	Duly filled, signed and stamped form of power of attorney	10
	<b>TOTAL TECHNICAL</b>	<b>100</b>

**The bidder who scores less than 70% will be deemed technically non-responsive**

**SECTION VII-PRICE SHEDULE FOR GOODS**  
**TENDER NO. MCG/OT/05/2019-20**  
**FRAMEWORK CONTRCT FOR SUPPLY AND DELIVERY OF NON-PHARMACEUTICAL**  
**SUPPLIES (AS AND WHEN REQUIRED) (AS AND WHEN REQUIRED)**

S/NO	Product Name	Product Category	Pack Size	Price
1	Abdominal Gauze Swab X-Ray Detect.-24 Ply 22.5Cm X 22.5Cm	SURGICAL DRESSINGS	Pack Of 10S	
2	Abdominal Gauze Swabs	SURGICAL DRESSINGS	Pack Of 100S	
3	Alcohol Preinjection Swabs	SURGICAL DRESSINGS	Pack Of 200'S	
4	Eye Pad, Size (1 5/8)" X (2 5/8)"	SURGICAL DRESSINGS	Pack X 100S	
5	Autoclaving Tape - ¾ ( 19Mm X 50M)	SURGICAL DRESSINGS	Roll	
6	Bandages Cotton Crepe Ridged/Wrinkled Elastic -7.5Cm X 4.5M Bp	SURGICAL DRESSINGS	Roll	
7	Bandages Cotton Crepe Ridged/Wrinkled Elastic -7.5Cm X 4.5M Bp	SURGICAL DRESSINGS	Dozen	
8	Bandages Cotton Crepe Ridged/Wrinkled Elastic-10Cm X 4.5M Bp	SURGICAL DRESSINGS	Roll	
9	Bandages Cotton Crepe Ridged/Wrinkled Elastic-10Cm X 4.5M Bp	SURGICAL DRESSINGS	Dozen	
10	Bandages Cotton Crepe Ridged/Wrinkled Elastic -15Cm X 4.5M Bp	SURGICAL DRESSINGS	Roll	
11	Bandages Cotton Crepe Ridged/Wrinkled Elastic -15Cm X 4.5M Bp	SURGICAL DRESSINGS	Dozen	
12	Bandages Cotton Crepe Ridged/Wrinkled Elastic- 5Cm X 4.5M Bp	SURGICAL DRESSINGS	Roll	
13	Bandages Cotton Crepe Ridged/Wrinkled Elastic- 5Cm X 4.5M Bp	SURGICAL DRESSINGS	Dozen	
14	Bandages Cotton L/Woven Bp - 7.5Cm X 4.5M	SURGICAL DRESSINGS	Dozen	
15	Bandages Cotton L/Woven Bp - 5Cm X 4.5M Bp	SURGICAL DRESSINGS	Dozen	
16	Bandages Cotton L/Woven Bp- 10Cm X 4.5M	SURGICAL DRESSINGS	Dozen	
17	Bandages Cotton L/Woven Bp - 15Cm X 4.5M	SURGICAL DRESSINGS	Dozen	
18	Bandages Elastic Skin Adhesive Porous Plaster Bp-10Cmx4.5M	SURGICAL DRESSINGS	Roll	
19	Bandages Elastic Skin Adhesive Porous Plaster-7.5Cmx4.5M Bp	SURGICAL DRESSINGS	Roll	

20	Surgical Blades With Handle Size 11	SURGICAL DRESSINGS	Box Of 10S	
21	Brain Swabs	SURGICAL DRESSINGS	Pack Of 20S	
22	Cotton Gauze Plain L/Wvn Absorb-91Cmx91M 1500G Bp	SURGICAL DRESSINGS	Roll	
23	Cotton Gauze X-Ray Detectable L/Wvn Absorb-36X100 Yds 1500G Bp	SURGICAL DRESSINGS	Roll	
24	Cotton Wool Absorb White - 400 Gms Bp	SURGICAL DRESSINGS	Roll	
25	Elastogel 15Cm X 20Cm	SURGICAL DRESSINGS	Piece	
26	Gauze Compress Swabs 8 Ply 10cm X 10cm, Sterile	SURGICAL DRESSINGS	Pack of 100pcs	
27	Gauze Swabs Dressing 12 Ply 10Cm X 10Cm, Sterile	SURGICAL DRESSINGS	Pack Of 25S	
28	Micropore Tape Size - 2.3Cm X9.44M	SURGICAL DRESSINGS	Roll	
29	Micropore Tape Adhesive 5Cm X 4.5M	SURGICAL DRESSINGS	Piece	
30	Micropore Tape Adhesive 7.5Cm X 4.5M	SURGICAL DRESSINGS	Piece	
31	Adhesive Tape Surgical Porous, Transparent 2.5cm x 9.14M	SURGICAL DRESSINGS	Pack of 10s	
32	Paraffin Gauze Dressing 10Cm X 10Cm	SURGICAL DRESSINGS	Packs Of 10S	
33	Dressing, Iv Cannula, Adhesive-Sz 7Cm X 8.5Cm	SURGICAL DRESSINGS	Piece	
34	Skin Grafting Blade Standard	SURGICAL DRESSINGS	Piece	
35	Skin Grafting Blade No. 3	SURGICAL DRESSINGS	Piece	
36	Skin Grafting Blade No.4	SURGICAL DRESSINGS	Piece	
37	Surgical Blades Size 15, S.S/C.S On Disp Bp Handle Size 6	SURGICAL DRESSINGS	Pack X 10S	
38	Surgical Blade with Handle, Size 15	SURGICAL DRESSINGS	Pack of 100s	
39	Surgical Blades Size 23, S.S/C.S. On Disp Bp Handle	SURGICAL DRESSINGS	Pack X 10S	
40	Zinc Oxide Strapping - Size 10Cm X 4.5M Bpc	SURGICAL DRESSINGS	Piece	

41	Zinc Oxide Strapping - Size 5Cm 4.5M Bpc	SURGICAL DRESSINGS	Piece	
42	Zinc Oxide Strapping - Size 7.5Cm X 4.5M Bpc	SURGICAL DRESSINGS	Piece	
43	Bandages Plaster Of Paris - 15 Cm X 2.70M Bp (Gypsona) -Ssd	SURGICAL DRESSINGS	Dozen	
44	Bandages Plaster Of Paris - 20 Cm X 2.70M Bp (Gypsona) -Ssd	SURGICAL DRESSINGS	Dozen	
45	Bandages Plaster Of Paris - 7.5 Cm X 2.70M Bp (Gypsona) -Ssd	SURGICAL DRESSINGS	Dozen	
46	Bandages Plaster Of Paris - 10 Cm X 2.70M Bp (Gypsona) -Ssd	SURGICAL DRESSINGS	Dozen	
47	Absorbent Material For Incontinence	LINEN ITEMS	Piece	
48	Surgical Masks Disposable 3 Ply	LINEN ITEMS	Piece	
49	Adhesive Skin Traction Kit, Adult	ORTHOPAEDIC	Piece	
50	Traction Kit, Skin, Child	ORTHOPAEDIC	Piece	
51	Spinal Corsets Lumbo - Sacral(Ls)	ORTHOPAEDIC	Piece	
52	Spinal Corsets - Thoraco-Lumbar (Tl)	ORTHOPAEDIC	Piece	
53	Orthopaedic /Undercast Padding (3") 7.5Cm*2.7M (Soft Bandage)	ORTHOPAEDIC	Dozen	
54	Orthopaedic /Undercast Padding (6") 15Cm*2.7M (Soft Bandage)	ORTHOPAEDIC	Dozen	
55	Orthopaedic /Undercast Padding (8") 20Cm*2.7M (Soft Bandage)	ORTHOPAEDIC	Dozen	
56	Orthopaedic/Undercast Padding (4") 10Cm*2.7M (Soft Bandage)	ORTHOPAEDIC	Dozen	
57	Airway Guedel - Size 0	RESUCSITAIRE	Piece	
58	Airway Guedel - Size 00	RESUCSITAIRE	Piece	
59	Airway Guedel - Size 1	RESUCSITAIRE	Piece	
60	Airway Guedel - Size 2	RESUCSITAIRE	Piece	
61	Airway Guedel - Size 4	RESUCSITAIRE	Piece	
62	Airway Guedel - Size 3	RESUCSITAIRE	Piece	
63	Airway Guedel - Size 5	RESUCSITAIRE	Piece	
64	Airways Laryngeal Mask No 2	RESUCSITAIRE	Piece	
65	Airways Laryngeal Mask No 2.5	RESUCSITAIRE	Piece	
66	Airways Laryngeal Mask No 3	RESUCSITAIRE	Piece	
67	Airways Laryngeal Mask No 4	RESUCSITAIRE	Piece	
68	Airways Laryngeal Mask No 5	RESUCSITAIRE	Piece	
69	Ambu Bags With Masks - Adult	RESUCSITAIRE	Piece	
70	Ambu Bagswith Masks - Child	RESUCSITAIRE	Piece	
71	Ambu Bags With Masks - Neonate	RESUCSITAIRE	Piece	
72	Mask, Anaesthetic - Child Sizes 1 & 2	RESUCSITAIRE	Set	
73	Mask, Anaesthetic - Adult Sizes 3, 4 & 5	RESUCSITAIRE	Set	

74	Nasal Prongs For Oxygen Delivery - Adult Size	RESUCSITAIRE	Piece	
75	Nasal Prongs For Oxygen Delivery - Paed Size	RESUCSITAIRE	Piece	
76	Nebulizing Kit, Adult	RESUCSITAIRE	Piece	
77	Nebulizing Kit, Paediatric	RESUCSITAIRE	Piece	
78	Oxygen Mask With Strap - Adult	RESUCSITAIRE	Piece	
79	Oxygen Maskwith Strap - Child Size	RESUCSITAIRE	Piece	
80	Oxygen Mask With Strap - Neonate Size	RESUCSITAIRE	Piece	
81	Wooden Tongue Depressor 140Mmx19Mm	RESUCSITAIRE	Pack X 100Pcs	
82	Catheter Folley's' 16Fg 30Mls-3Ways	CATHETERS	Piece	
83	Catheter Folley's' 18Fg 30Mls-3Ways	CATHETERS	Piece	
84	Catheter Folley's' 20Fg 30Mls-3Ways	CATHETERS	Piece	
85	Catheters Folley's 30ml - Size - 22FG 3 Ways (Siliconised)	CATHETERS	Piece	
86	Catheters Folley's 30ml - Size - 22FG 3 Ways (Siliconised)	CATHETERS	Piece	
87	Catheters Folley'S 30Ml - Size - 16 Fg	CATHETERS	Piece	
88	Catheters Folley'S 30Ml - Size 18 Fg 2 Way	CATHETERS	Piece	
89	Catheters Folley'S 30Ml - Size - 12 Fg 2 Way	CATHETERS	Piece	
90	Catheters Folley'S 30Ml - Size - 14 Fg 2- Way	CATHETERS	Piece	
91	Catheters Folley'S 30Ml - Size - 20 Fg 2- Way	CATHETERS	Piece	
92	Catheters Folley'S 3 -5Ml - Size - 10 Fg 2- Way	CATHETERS	Piece	
93	Catheters Folley'S 3 - 5Ml - Size - 8 Fg 2- Way	CATHETERS	Piece	
94	Catheters Folley'S 5Ml - Size - 6 Fg 2 Way	CATHETERS	Piece	
95	Condom Catheters/ Uridoms Large	CATHETERS	Piece	
96	Condom Catheters/ Uridoms Medium	CATHETERS	Piece	
97	Condom Catheters/ Uridoms Small	CATHETERS	Piece	
98	Catheters Nelaton Fg 12	CATHETERS	Piece	
99	Nelaton Catheter Fg14,One Way	CATHETERS	Piece	
100	Catheters Nelaton Fg 16	CATHETERS	Piece	
101	Suction Catheters - Size 14 Fg	CATHETERS	Piece	
102	Suction Catheters - Size 18 Fg	CATHETERS	Piece	
103	Suction Catheters - Size 8 Fg	CATHETERS	Piece	
104	Suction Catheters - Size 10 Fg	CATHETERS	Piece	
105	Suction Catheters - Size 12 Fg	CATHETERS	Piece	
106	Suction Catheter Size 16 Fg	CATHETERS	Piece	
107	Suction Catheters - Size 4 Fg	CATHETERS	Piece	
108	Suction Catheters - Size 6 Fg	CATHETERS	Piece	
109	Suction Catheters With Regulatory Valve - Size 4 Fg	CATHETERS	Dozen	
110	Suction Catheters With Regulatory Valve FR	CATHETERS	Piece	

	6			
111	Suction Catheters With Regulatory Valve - Size 8 FG	CATHETERS	Dozen	
112	Suction Catheters With Regulatory Valve - Size 10 Fg	CATHETERS	Dozen	
113	Suction Catheters With Regulatory Valve FR 12	CATHETERS	Piece	
114	Suction Catheters With Regulatory Valve - Size 14 FG	CATHETERS	Dozen	
115	Suction Catheters With Regulatory Valve FR 16	CATHETERS	Piece	
116	Suction Catheters With Regulatory Valve - Size 18 Fg	CATHETERS	Dozen	
117	Colostomy Bag, 250Mm X 140Mm, Adult	BAG	Pack Of 20S	
118	Colostomy Bag, Size 280Mm X 160Mm, Adult	BAG	Pack of 20s	
119	Colostomy Bag, Paediatric 150Mm X 150Mm	BAG	Pack Of 20S	
120	Colostomy Bag, Size 180mm x 150mm, Paediatric	BAG	Pack of 20s	
121	Urine Collector Bag 100ml	BAG	Piece	
122	Cord Clamp(Umbilical)	MATERNITY SUPPLIES	Piece	
123	Identification Band - Baby	MATERNITY SUPPLIES	Pack of 100s	
124	Maternity Pads (Towels)	MATERNITY SUPPLIES	Pack X 10S	
125	Diapers (Extra Large) Adult	DIAPERS	Pack Of 10	
126	Diapers (Large) Adult	DIAPERS	Pack Of 10	
127	Diapers (Medium) Adult	DIAPERS	Pack Of 10	
128	Dispensing Label Self-Adhesive X 200Pc	LABELS	Roll	
129	Endotracheal Cuffed Tube - Size 6.5	SURGICAL TUBES	Piece	
130	Endotracheal Cuffed Tube - Size 7.0	SURGICAL TUBES	Piece	
131	Endotracheal Cuffed Tube - Size 7.5	SURGICAL TUBES	Piece	
132	Endotracheal Tube Cuffed Size 3.5Mm	SURGICAL TUBES	Piece	
133	Endotracheal Tube Size 5.0 Cuffed	SURGICAL TUBES	Piece	
134	Endotracheal Cuffed Tube - Size 5.5	SURGICAL TUBES	Piece	
135	Endotracheal Tube Uncuffed - Size 2.5Mm	SURGICAL TUBES	Piece	
136	Endotracheal Tube Uncuffed - Size 3.0Mm	SURGICAL TUBES	Piece	
137	Endotracheal Tube Uncuffed - Size 3.5Mm	SURGICAL TUBES	Piece	
138	Endotracheal Cuffed Tube - Size 8.0	SURGICAL TUBES	Piece	
139	Endotracheal Tube Cuffed Size 4.5Mm	SURGICAL TUBES	Piece	
140	Endotracheal Tube Uncuffed - Size 4.5Mm	SURGICAL TUBES	Piece	
141	Feeding Tubes - Size 10 Fg	SURGICAL TUBES	Piece	
142	Feeding Tubes - Size14 Fg	SURGICAL TUBES	Piece	

143	Feeding Tubes - Size 4 Fg	SURGICAL TUBES	Piece	
144	Feeding Tubes - Size 20 Fg	SURGICAL TUBES	Piece	
145	Feeding Tubes - Size 22 Fg	SURGICAL TUBES	Piece	
146	Feeding Tubes - Size 12 Fg	SURGICAL TUBES	Piece	
147	Feeding Tubes - Size 16 Fg	SURGICAL TUBES	Piece	
148	Feeding Tubes - Size 18 Fg	SURGICAL TUBES	Piece	
149	Feeding Tubes - Size 6 Fg	SURGICAL TUBES	Piece	
150	Feeding Tubes - Size 8 Fg	SURGICAL TUBES	Piece	
151	Bag, Enteral Feeding Set With Administration Set (1.2L)	SURGICAL TUBES	Piece	
152	Rectal Tube - Ch24 L30Cm Ster Disp	SURGICAL TUBES	Piece	
153	Rectal Tube - Ch20 L30Cm Ster Disp	SURGICAL TUBES	Piece	
154	Tracheostomy Tube - Size 5.5 Cuffed	SURGICAL TUBES	Piece	
155	Tracheostomy Tube - Size 5.0 Cuffed	SURGICAL TUBES	Piece	
156	Tracheostomy Tube - Size 6.5 Uncuffed	SURGICAL TUBES	Piece	
157	Tracheostomy Tube - Size 3.5 Uncuffed	SURGICAL TUBES	Piece	
158	Tracheostomy Tube - Size 4.0 Cuffed	SURGICAL TUBES	Piece	
159	Tracheostomy Tube - Size 4.5 Cuffed	SURGICAL TUBES	Piece	
160	Tracheostomy Tube - Size 6.0 Uncuffed	SURGICAL TUBES	Piece	
161	Tracheostomy Tube - Size 7.0 Cuffed	SURGICAL TUBES	Piece	
162	Tracheostomy Tube Size 8.0 Cuffed	SURGICAL TUBES	Piece	
163	Urine Bags Grad.With Inlet&Outlet - 2000Mls	SURGICAL TUBES	Piece	
164	Ecg Electrode (Child-30-40Mm)	SURGICAL TUBES	Pack Of 30S	
165	Ecg Electrode (Adult-50-60Mm)	SURGICAL TUBES	Pack Of 30S	
166	Blood Giving Sets Double Chamber	ADMINISTRATIO N SETS	Box Of 50 Pcs	
167	Blood Giving Sets Double Chamber	ADMINISTRATIO N SETS	Per Set	
168	Infusion Giving Sets With Air Inlet	ADMINISTRATIO N SETS	Box Of 10S	
169	Solusets For Blood	ADMINISTRATIO N SETS	Piece	
170	Solusets For Fluids	ADMINISTRATIO N SETS	Piece	
171	Tourniquet	ADMINISTRATIO N SETS	Piece	
172	Gloves Surgeon - Size 6.5 Sterile	SURGICAL GLOVES	Pack of 50 Pairs	
173	Gloves Surgeon - Size 8.0 Sterile	SURGICAL GLOVES	Pack of 50 Pairs	
174	Gloves Gynaecological Size 7.5" Sterile	SURGICAL GLOVES	Pack of 50 Pairs	
175	Gloves Gynaecological Size 7.5" Sterile	SURGICAL GLOVES	Pack of 25 Pairs	



176	Gloves Latex Examination Disposable Medium	SURGICAL GLOVES	Pack of 50 Pairs	
177	Gloves Surgeon - Size 7.0 Sterile	SURGICAL GLOVES	Pack of 50 Pairs	
178	Gloves Surgeon - Size 7.5 Sterile	SURGICAL GLOVES	Pack of 50 Pairs	
179	Intercostal Drainage Tubes With Trocar- Size 24 Fg	DRAINAGE TUBES	Piece	
180	Intercostal Drainage Tube With Trocar Size Size 16Fg	DRAINAGE TUBES	Piece	
181	Intercostal Drainage Tube With Trocar Size 28Fg	DRAINAGE TUBES	Piece	
182	Intercostal Drainage Tube With Trocar Size Size 30Fg	DRAINAGE TUBES	Piece	
183	Intercostal Drainage Tubes - Size 28 Fg	DRAINAGE TUBES	Piece	
184	Intercostal Drainage Tubes - Size 32 Fg	DRAINAGE TUBES	Piece	
185	Mini Close Wound Drainage/Suction Unit	DRAINAGE TUBES	Piece	
186	Heat Moisture Exchange Bacterial/Viral Filter - Adult	BACTERIAL/VIRAL FILTERS	Piece	
187	Heat Moisture Exchange Bacterial/Viral Filter - Paediatric	BACTERIAL/VIRAL FILTERS	Piece	
188	Identification Band - Baby	MATERNITY SUPPLIES	Piece	
189	Intraocular Lenses--+21D, Posterior	OPHTHAMOLOGICAL LENSES	Piece	
190	Intraocular Lenses--+22D, Posterior	OPHTHAMOLOGICAL LENSES	Piece	
191	Intraocular Lenses 23 Diopters, Posterior	OPHTHAMOLOGICAL LENSES	Piece	
192	I.V. Cannulaes - 16G	CANNULAS	Piece	
193	I.V. Cannulaes - 26G	CANNULAS	Piece	
194	I.V. Cannulaes - 18G	CANNULAS	Piece	
195	I.V. Cannulaes - 20G	CANNULAS	Piece	
196	I.V. Cannulaes - 22G	CANNULAS	Piece	
197	I.V. Cannulaes - 24G	CANNULAS	Piece	
198	Keratome Knives	SURGICAL KNIVES	Piece	
199	Measuring Spoon Double Sided (2.5/5MI)	DISPENSING	Pack Of 200'S	
200	Medical Supplies Register	STATIONERY	Booklet	
201	Medicines Register	STATIONERY	Booklet	
202	Prescription Pads	STATIONERY	Piece	
203	Stock Control Cards	STATIONERY	Piece	
204	Polythene Bags / Liners Black - 30 Litres	DISPOSAL BAGS	Pack Of 100S	
205	Polythene Bags / Liners Red - 30 Litres	DISPOSAL BAGS	Pack Of 100S	

206	Polythene Bags / Liners Yellow - 30 Litres	DISPOSAL BAGS	Pack Of 100S	
207	Polythene Bags / Liners Red - 50Litres	DISPOSAL BAGS	Pack Of 100S	
208	Polythene Bags / Liners Black - 50Litres	DISPOSAL BAGS	Pack Of 100S	
209	Polythene Bags / Liners Yellow - 50Litres	DISPOSAL BAGS	Pack Of 100S	
210	Safety Boxes	ENVIROMENTAL SUPPLIES	Piece	
211	Needles Disposabe G21	SURGICAL NEEDLES	Pack Of 100S	
212	Needles Disposable G23	SURGICAL NEEDLES	Pack of 100s	
213	Spinal Needle - 22G(0.9X90Mm) 3 1/2" Ster Disp	SURGICAL NEEDLES	Dozen	
214	Spinal Needle - 22G (0.9X90Mm) Ster Disp	SURGICAL NEEDLES	Piece	
215	Spinal Needle- 25G X 90Mm, (3 1/2") Sterile, Disp	SURGICAL NEEDLES	Piece	
216	Hemostat Absorbable 10Cm * 20Cm	SURGICAL SUTURES	Dozen	
217	Hemostat Absorbable 5Cm * 7.5Cm	SURGICAL SUTURES	Dozen	
218	Suture Polyglactin Coated, 1, 75Cm, 40Mm, Rcn, 3/8 C	SURGICAL SUTURES	Dozen	
219	Suture, Polyglycolic Acid, No.3/0, 30Mm 1/2C Rcn, 75Cm	SURGICAL SUTURES	Dozen	
220	Suture Polyglycolic No 2/0, 75cm 1/2C 31mm RBN (Synthecon Brand)	SURGICAL SUTURES	Dozen	
221	Suture Polyglycolic No 2/0, 75cm 1/2C 40mm RBN (Synthecon Brand)	SURGICAL SUTURES	Dozen	
222	Suture Polyglactin 910 Coated No.2,1/2 Circle,48Mm.75Cm Rcn (Ethicon) - Ssd	SURGICAL SUTURES	Dozen	
223	Suture Polyglactin 910 Coated No.2/0,3/8 Circle,36Mm.75Cm Rcn (Ethicon) - Ssd	SURGICAL SUTURES	Dozen	
224	Suture Polyglactin 910 Coated No.2,1/2 Circle,45Mm.75Cm Rbn (Ethicon) - Ssd	SURGICAL SUTURES	Dozen	
225	Suture Nylon No.2/0,3/8 Circle,45Mm.100Cm Rcn (Ethilon) - Ssd	SURGICAL SUTURES	Dozen	
226	Suture Polyglactin 910 Coated No.2/0,1/2 Circle,40Mm.75Cm Rbn (Ethicon) - Ssd	SURGICAL SUTURES	Dozen	
227	Suture Polyglactin 910 Coated No.2/0,1/2 Circle,31Mm.75Cm Rbn (Ethicon) - Ssd	SURGICAL SUTURES	Dozen	
228	Suture Polyglactin 910 Coated No.2/0,1/2 Circle,36Mm.90Cm Tcn (Ethicon) - Ssd	SURGICAL SUTURES	Dozen	
229	Suture Nylon No.2/0,3/8 Circle, 36Mm. 90Cm Rcn (Ethilon) - Ssd	SURGICAL SUTURES	Pack Of 36 Pcs	

230	SUTURE NYLON NO.1,1/2 CIRCLE, 48MM. 100CM RCN (ETHILON) - J & J (W738)	SURGICAL SUTURES	Dozen	
231	Suture Nylon 9/0, 45Cm, 6.5Mm 1/2C Rcn	SURGICAL SUTURES	Dozen	
232	Suture Nylon No 1 75Cm, 40Mm 1/2 C Rcn	SURGICAL SUTURES	Dozen	
233	Suture Nylon No 10/0 30Cm, 6.5Mm 1/2 C Rcn	SURGICAL SUTURES	Dozen	
234	Suture Nylon-3/0 75Cm ½C 26Mm-Rcn	SURGICAL SUTURES	Dozen	
235	Suture Polyglactin 2 90Cm On 45Mm ½C Rcn	SURGICAL SUTURES	Dozen	
236	Suture Polyglactin 2/0 75Cm On 40Mm ½ C Rcn	SURGICAL SUTURES	Dozen	
237	Suture Polyglactin 2/0 75Cm On 40Mm ½ C Rbn	SURGICAL SUTURES	Dozen	
238	Suture Polyglactin 5/0 75Cm On 19Mm ½ C Ccn	SURGICAL SUTURES	Dozen	
239	Suture Polyglactin No 3/0 75Cm, 26Mm 3/8 C Rcn	SURGICAL SUTURES	Dozen	
240	Suture Polyglactin No 6/0, 45Cm, 17Mm 1/2C Rcn	SURGICAL SUTURES	Dozen	
241	Suture Polyglactin No 8/0 Micropoint - Spatula 6.5Mm 30Cm.	SURGICAL SUTURES	Dozen	
242	Suture Polyglactin No. 4/0, 45Cm 17Mm 1/2C Rcn	SURGICAL SUTURES	Dozen	
243	Suture Polyglactin No.5/0, 45Cm 17Mm 1/2 C Rcn	SURGICAL SUTURES	Dozen	
244	Suture Polypropylene-3/0 75Cm ½C 22Mm-Ccn	SURGICAL SUTURES	Dozen	
245	Suture Nylon No.1 On 90Mm ½ Circle 100Cm Ccn	SURGICAL SUTURES	Dozen	
246	Suture Nylon-1 90Cm ½C 60Mm-Rcn	SURGICAL SUTURES	Dozen	
247	Suture Nylon-4/0 75Cm ½C 22Mm-Rcn	SURGICAL SUTURES	Dozen	
248	Suture.Nylon-4/0 75Cm ½C 30Mm-Rcn	SURGICAL SUTURES	Dozen	
249	Suture Nylon-2/0 75Cm ½C 40Mm-Rcn	SURGICAL SUTURES	Dozen	
250	Suture Polyglactin 0 ½C 45Mm Rbn 75Cm.	SURGICAL SUTURES	Dozen	
251	Suture Polyglactin 1 90Cm On 45Mm ½C Rbn	SURGICAL SUTURES	Dozen	
252	Suture Polyglactin 3/0 75Cm On 20Mm ½C	SURGICAL SUTURES	Dozen	

	Rbn	SUTURES		
253	Suture Polyglactin 1 75Cm On 40Mm ½ C Rbn	SURGICAL SUTURES	Dozen	
254	Suture Polyglactin 5/0 75Cm On 30Mm 3/8 C Rbn	SURGICAL SUTURES	Dozen	
255	Suture Polyglactin, No.1 On 40mm, 75cm 1/2circle Rcn	SURGICAL SUTURES	Dozen	
256	Suture Polyglycolic Acid No 1 75Cm On 65Mm 1/2 Circle Rbn	SURGICAL SUTURES	Dozen	
257	Suture Polyglycolic Acid 1 90Cm On 45Mm ½C Rbn	SURGICAL SUTURES	Dozen	
258	Suture Polyglycolic Acid 2/0 90Cm ½C 36Mm Rcn	SURGICAL SUTURES	Dozen	
259	Suture Polyglycolic Acid No 3/0 75Cm On 35Mm 1/2 Circle Rbn	SURGICAL SUTURES	Dozen	
260	Suture Polyglycolic Acid No 4/0 75Cm On 30Mm 1/2 Circle Rbn	SURGICAL SUTURES	Dozen	
261	Suture Polyglycolic Acid 5/0 75Cm On 19Mm ½ C Rbn	SURGICAL SUTURES	Dozen	
262	Suture Polyglycolic Acid 2/0 75Cm On 40Mm ½ C Rbn	SURGICAL SUTURES	Dozen	
263	Suture Silk N0 2 On 45mm 75cm 1/2 Circle Rbn	SURGICAL SUTURES	Dozen	
264	Syringes 2Pc- 10MI Rup With G 21 Needle X 11/2	SURGICAL SYRINGES	Pack Of 100S	
265	Syringes 2Pc- 20MI With G21 Needle X 11/2	SURGICAL SYRINGES	Pack Of 100S	
266	Syringes 2Pc- 2MI Rup With G23 Needle X 1	SURGICAL SYRINGES	Pack Of 100S	
267	Syringes 2Pc - 5MI Rup With G 21Needle X 11/2	SURGICAL SYRINGES	Pack Of 100S	
268	Syringe 20ml (Without Needle), BD Brand	SURGICAL SYRINGES	Piece	
269	Syringes 60ml without Needle, Short Nozzle (Concentric)	SURGICAL SYRINGES	Piece	
270	Syringes A D- Fixed Dose Of 0.5 MI With 23 G Needle - Ssd	SURGICAL SYRINGES	Pack X 100S	
271	Syringes A D- Fixed Dose Of 0.05 MI With 27 G Needle For B.C.G -Ssd	SURGICAL SYRINGES	Pack X 100S	
272	Sterilization Pouch (14Cmx25Cm)	STERILIZATION AND INFECTION CONTROL	Pack Of 200'S	

273	Sterilization Pouch (9Cmx22Cm)	STERILIZATION AND INFECTION CONTROL	Pack Of 200'S	
274	Konica medical dry imaging films 35cm by 43cm			
275	Omnipaque contrast media (100ml)			
276	Original perfuser line			
277	CT syringe			
278	Linen for CT couch			
279	Patient gowns			
280	TV			
281	Printer for printing reports			
282	Blanket			
283	Sterilization Pouch (19Cmx33Cm)	STERILIZATION AND INFECTION CONTROL	Pack Of 200'S	
284	Hemodialysis blood lines with drainage bag, percutor arterial and venous line with a filter,transducer, infusion set & recirculator (Nipro)	BLOOD LINE	Piece	
285	Dialyzer .Surface area 1.7m2 (Nipro)	DIALYZER	Piece	
286	Dialyzer Surface area 1.8m <sup>2</sup> (Fresinius)	DIALYZER	Piece	
287	Dialyzer Surface area 1.9m2 (Nipro)	DIALYZER	Piece	
288	Skin Adhesive Dressing for renal catheter with pores and waterproof 25" x 10" (Primapore)	SURGICAL DRESSING	Piece	
289	Bi-carbonate powder (750g) cartridge(Nipro)	CATRIDGE	Piece	
290	Transpore tape 2.5cm x 9.14M (3M)	SURGICAL DRESSING	Piece	
291	Micropore tape 2.5cm x 9.14M (3M)	SURGICAL DRESSING	Piece	
292	Citro Plus 21% (Citric acid,Lactic acid,Malic acid)( Citrosterile GBL)	REAGENTS FOR MAINTENANCE OF MACHINES	5 Litres	
293	Baby Wrappers	LINEN ITEMS	Piece	
294	Toto/Baby Gown, Baby Wrapper Material, Size: Small	LINEN ITEMS	Piece	
295	Toto/Baby Gown, Baby Wrapper Material, Size: Medium	LINEN ITEMS	Piece	
296	Bed Sheets, Large Size 180cm x 240cm	LINEN ITEMS	Pair	
297	Bed Spreads Std (Counter-Panes) - Light Cream-160X230Cm	LINEN ITEMS	Piece	

298	Blankets Cellular Std - 180X230Cm	LINEN ITEMS	Piece	
299	Theatre Boots Antistatic - Size 10	LINEN ITEMS	Pair	
300	Theatre Boots Antistatic - Size 11	LINEN ITEMS	Pair	
301	Boots Surgeons' Antistatic - Size 6	LINEN ITEMS	Pair	
302	Theatre Boots' Antistatic - Size 7	LINEN ITEMS	Pair	
303	Theatre Boots' Antistatic - Size 8	LINEN ITEMS	Pair	
304	Theatre Boots' Antistatic - Size 9	LINEN ITEMS	Pair	
305	Cot Blankets 90 X 130Cm	LINEN ITEMS	Piece	
306	Cotton Material Green For Theatre Use, 36" X 40M	LINEN ITEMS	Roll	
307	Disposable Surgical Gown - Large	LINEN ITEMS	Piece	
308	Disposable Surgical Gown - Medium	LINEN ITEMS	Piece	
309	Disposable Surgical Gown - X-Large	LINEN ITEMS	Piece	
310	Draw Sheets, 66" X 36	LINEN ITEMS	Piece	
311	Operating Theatre Suits - Small Size	LINEN ITEMS	Set	
312	Operating Theatre Suits - Large	LINEN ITEMS	Set	
313	Operating Theatre Suits - Medium	LINEN ITEMS	Set	
314	Operating Theatre Suits - X Large Size	LINEN ITEMS	Set	
315	Patient Uniform Female Light Blue-Large (Gen Ward)	LINEN ITEMS	Piece	
316	Patient Uniform Pajamas Blue White Extra Large (Gen Ward)	LINEN ITEMS	Pair	
317	Patient Uniform- Pyjamas Blue/White Cotton Drill-Large (Psych Unit)	LINEN ITEMS	Pair	
318	Patient Uniform- Pyjamas Blue/White Cotton Drill-Medium (Psych Unit)	LINEN ITEMS	Pair	

319	Patient Uniform- Pyjamas Blue/White Cotton Drill-Small (Psych Unit)	LINEN ITEMS	Pair	
320	Patient Uniform- Pyjamas Blue/White Cotton Drill-Xtra Large (Psych Unit)	LINEN ITEMS	Pair	
321	Patient Uniform- Pyjamas Blue/White Cotton Drill-Xlarge (Psych Ward)	LINEN ITEMS	Pair	
322	Patient Uniform- Pyjamas Blue/White Striped - Large (Gen Ward)	LINEN ITEMS	Each	
323	Patient Uniform- Pyjamas Blue/White Striped - Medium (Gen Ward)	LINEN ITEMS	Pair	
324	Patient Uniform- Pyjamas Blue/White Striped - Small (Gen Ward)	LINEN ITEMS	Pair	
325	Patient Uniform Pajamas Green And White Stripped Large (Gen Ward)	LINEN ITEMS	Pair	
326	Patient Uniform Pajamas Green/White Striped Medium (Gen Ward)	LINEN ITEMS	Pair	
327	Patient Uniform Pajamas Green And White Stripped Small (Gen Ward)	LINEN ITEMS	Pair	
328	Patient Uniform Pajamas Green/White Striped Extra Large (Gen Ward)	LINEN ITEMS	Pair	
329	Pillow Cases/ Slips With Inner Flep 50Cm X 70Cm White	LINEN ITEMS	Piece	
330	Pillow Covered With Mackintosh Water Proof	LINEN ITEMS	Piece	
331	Theatre Scholls (Clocs) Size 10-10 1/2	LINEN ITEMS	Pair	
332	Theatre Scholls (Clocs) Size 11-11½	LINEN ITEMS	Pair	
333	Theatre Scholls (Clocs) Size 6-6 1/2	LINEN ITEMS	Pair	
334	Theatre Scholls, (Clocs) Size 7-7 1/2	LINEN ITEMS	Pair	
335	Theatre Scholls (Clocs) Sz 8½-9½	LINEN ITEMS	Pair	
336	Water Proof Sheeting Material,Deep Green (Mackintosh) 100Cm X 50M	LINEN ITEMS	Roll	
337	Barium Sulphate Suspension - 0.95Gm/ML	X-RAY ITEMS	1 Litre	
338	Drystar Dt5 B Films For Direct Digital Thermal Printing For Use In Computerised Tomography (Ct) In Medical Imaging Size 35 X 43 Cm. (AGFA)	X-RAY ITEMS	Box Of 100	
339	Drystar DT5 B Films 25 x 30cm (AGFA)	X-RAY ITEMS	Box of 100	
340	Drystar DT5 B Films 20 x 25cm (AGFA)	X-RAY ITEMS	Box of 100	

341	Dryview DVE Laser Imaging Film {20 X 25CM (8 X 10 INCH)} Carestream	X-RAY ITEMS	Pack of 125Pcs	
342	Dryview DVE Laser Imaging Film {25 X 30CM (10 X 12 INCH)} Carestream	X-RAY ITEMS	Pack of 125Pcs	
343	Dryview DVE Laser Imaging Film {28 X 35CM (11 X 14 INCH)} Carestream	X-RAY ITEMS	Pack of 125Pcs	
344	Dryview DVE Laser Imaging Film {35 X 43CM (14 X 17 INCH)} Carestream	X-RAY ITEMS	Pack of 125Pcs	
345	Dryview DVM Mammography Laser Imaging Film {20 X 25CM (8 X 10 INCH)} Carestream	X-RAY ITEMS	Pack of 125Pcs	
346	Non-Ionic H2O Soluble With Iodine Content - 270Mg/MI	X-RAY ITEMS	100 MI	
347	Non-Ionic H2O Soluble With Iodine Content - 300Mg/MI	X-RAY ITEMS	50MI Bottle	
348	Sod Amid / Meglumine Amidotrizoate- 370Mg/MI	X-RAY ITEMS	100 MI	
349	Thermal Printing Paper 110Mm X 18Metres	X-RAY ITEMS	Roll	
350	Ultrasonic Gel	X-RAY ITEMS	5L	

**Amount in**

**word.....**

Signature of tenderer and stamp\_\_\_\_\_

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



## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. 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.
4. 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.
5. 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.
6. 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.
7. Manufacturers Authorization Form - When required by the tender 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 MANDERA COUNTY GOVERNMENT  
P.O BOX 13-70300  
MANDERA.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to SUPPLY the said goods in conformity with the said tender documents for the sums as ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to supply and deliver in accordance with the schedule of requirements .

3. We agree to abide by this Tender for a period of **365 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

5. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf 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

<i>Part 1 – General:</i>	
Business Name .....	
Location of business premises. ....	
Plot No. ....	Street/Road .....
Postal Address .....	Tel No. .... Fax .....
Nature of Business .....	E mail .....
Registration Certificate No. ....	
Maximum value of business which you can handle at any one time – Kshs. ....	
Name of your bankers .....	Branch .....

	<b>Part 2 (a) – Sole Proprietor</b> Your name in full ..... Age ..... Nationality ..... Country of origin ..... • Citizenship details ..... ..... •																														
	<b>Part 2 (b) Partnership</b> Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....					
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1.	.....	.....	.....	.....																											
2.	.....	.....	.....	.....																											
3.	.....	.....	.....	.....																											
4.	.....	.....	.....	.....																											
	<b>Part 2 (c) – Registered Company</b> Private or Public ..... State the nominal and issued capital of company- Nominal Kshs. .... Issued Kshs. .... Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....	5.	.....	.....	.....	.....
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1.	.....	.....	.....	.....																											
2.	.....	.....	.....	.....																											
3.	.....	.....	.....	.....																											
4.	.....	.....	.....	.....																											
5.	.....	.....	.....	.....																											
Date ..... Signature of Candidate .....																															

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

### 8.3 CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for certain goods ] and has accepted a tender by the tenderer for FRAMEWORK CONTRCT FOR SUPPLY AND DELIVERY OF NON-PHARMACEUTICAL SUPPLIES (AS AND WHEN REQUIRED) (AS AND WHEN REQUIRED) - MCG/T/19/2016- 2017/2017-2018 in the sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_

## 8.4 FORM OF POWER OF ATTORNEY

*(All bidders shall complete this form otherwise, their bids shall be considered non-responsive)*

We \_\_\_\_\_ (Name of Bidder)

having our offices located in \_\_\_\_\_ (Name of Town and Building) duly authorize

\_\_\_\_\_ (Name of person appointed to act for and on behalf of the bidder) to act for and on our behalf on all matters pertaining to the execution of works as stipulated and

Duly signed and delivered:

Name of appointed attorney: \_\_\_\_\_

Signature of appointed attorney: \_\_\_\_\_

Witnessed by:

1. Name of First Company Director: \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name of Second Company Director: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal:

\_\_\_\_\_

## 8.5 MANUFACTURER'S AUTHORIZATION FORM

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

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

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

---

*[Signature for and on behalf of manufacturer]*

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

**8.6 FORM RB 1**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW  
BOARD**

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

BETWEEN

.....

.....APPLICANT AND

.....RESPONDENT (*Procuring  
Entity*)

Request for review of the decision of the..... (*Name of the Procuring  
Entity*) of

.....dated the...day of .....20.....in the matter of

Tender No.....of..... 20...

**REQUEST FOR REVIEW**

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

1.

2. etc.

By this memorandum, the Applicant requests the Board for  
an order/orders that: - 1.

2.etc

SIGNED.....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
.....

day of .....20.....

SIGNED  
Board Secretary

**8.7 LETTER OF ACCEPTANCE**  
**[letterhead paper of the Employer]**

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

To: \_\_\_\_\_  
[name of the Contractor]

\_\_\_\_\_  
[address of the Contractor]

Dear Sir,

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

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

Authorized Signature .....

Name and Title of Signatory .....

Attachment : Agreement



**8.8 FORM OF TENDER SECURITY**

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

KNOW ALL PEOPLE by these presents that WE ..... having our registered office at .....(hereinafter called “the Bank”), are bound unto .....(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, 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 after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers  
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

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

\_\_\_\_\_  
[signature of the Bank]

\_\_\_\_\_  
[witness]

\_\_\_\_\_  
[seal]

**8.9 PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_(Name of Employer) \_\_\_\_\_(Date)  
\_\_\_\_\_ (Address of Employer)

Dear Sir,

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. \_\_\_\_\_ (amount of Guarantee in figures) Kenya Shillings \_\_\_\_\_ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings \_\_\_\_\_ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## 9.0 BANK GUARANTEE FOR ADVANCE PAYMENT

To: \_\_\_\_\_ [name of Employer] \_\_\_\_\_ (Date)  
\_\_\_\_\_ [address of Employer]

Gentlemen,

Ref: \_\_\_\_\_ [name of Contract]

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

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

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

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Signature and Seal \_\_\_\_\_

Name of the Bank or financial institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Witness: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**SELF-DECLARATION FORM**

Date \_\_\_\_\_

To:

**Mandera County government**

**P.O. Box 13-70300**

**Mandera**

The tenderer i.e. (name and address)

\_\_\_\_\_ declare the following:

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

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

**ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE**

*(Sections 62 of the PPAD Act, 2015)*

I/We/Messrs.....

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

.....

Contact/Phone/E mail.....

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

I/We .....

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

Tender/Tender No .....

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

Authorized Signature.....

Name of Signatory.....

Title of Signatory .....

Official Stamp.....