

NAIROBI CITY COUNTY



TENDER DOCUMENT

FOR

SUPPLY AND DELIVERY OF FERTILIZER

TENDER NO. NCC/EW&E/T/595/2016-2017

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2.3 Contents of Tender Document

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SECTION I - INVITATION FOR TENDERS

Date: APRIL 2017

TENDER REF NO. NCC/EW&E/T/595/2016-2017

TENDER NAME: SUPPLY AND DELIVERY OF FERTILIZER

THE PERIOD: 2016/2017 financial Year

- 1.1** Nairobi City County invites sealed tenders from eligible candidates For: **Supply of Fertilizer.**
- 1.2** Interested eligible candidates can download bid document(s) from www.nairobi.go.ke
- 1.3** Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.4** Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at 1st FLOOR City Hall annex and addressed to: THE COUNTY SECRETARY P.O. BOX 30075-00100 NAIROBI so as to be received on or before **Wednesday,26th APRIL 2017** at **12.00 noon**
- 1.6** Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at Procurement board room 1st floor City Hall Annex

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
 - 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 unless where specially allowed under section 131 of the Act.
- 2.13 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 services under this Invitation for tenders.

2.2 Cost of Tendering

- 2.2.1 The price to be charged for the tender document shall be Nil
- 2.2.2 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 Contents of Tender Documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i. General Conditions of Contract
 - ii. Special Conditions of Contract
 - iii. Schedule of Requirements
 - iv. Technical Specifications
 - v. Form of tender
 - vi. Schedule of requirements & price schedule
 - vii. Confidential business questionnaire form
 - viii. Tender security form
 - ix. Contract form
 - x. Performance Security form
 - xi. Manufacturers authorization form
- 2.3.2. 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.

2.3.3 Clarification of Documents

- 2.3.4 A prospective candidate making inquiries of the tender Document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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 who have received the tender documents”
- 2.3.5 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

2.3.6 Amendment of documents

- 2.3.7 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 issuing an addendum
- 2.3.8 All prospective tenderers who have obtained the tender documents will be notified of the amendment by web-site and addendum such amendment will be binding on them
- 2.3.9 In order to allow prospective tenderers reasonable time in which to take the may extend the deadline for the submission of tenders.
- 2.3.10 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.

2.4 Language of Tender

- 2.4.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in English language. 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.

2.5 Form of Tender

2.5.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.6 Tender Prices

2.6.1 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.6.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

2.6.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.6.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.7 Tender Currencies

2.7.1 Prices shall be quoted in Kenya Shilling unless otherwise specified.

2.8 Tenderers Eligibility and Qualifications

2.8.1 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.

2.8.2 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

2.8.3 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.

2.9 Goods Eligibility and Conformity to Tender Documents

- 2.9.1 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
- 2.9.2 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.
- 2.9.3 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.
- 2.9.4 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.
- 2.9.5 **Warranty**
- 2.9.6 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that the goods to be supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender. The Warranty shall also warrant that the goods in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use of the goods under the conditions obtaining in Kenya.
- 2.9.7 The Warranty will remain valid for one (1) year after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated.

2.9.8 In the contract, or for eighteen (18) months after the date of shipment from the port of loading in the source country, whichever period concludes earlier.

2.10 Tender Security

2.10.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.10.2 The tender security shall be in the amount of 2% per cent of the tender price.

2.10.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture

2.10.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee or Bankers Cheque

2.10.5 Any tender not secured in accordance with paragraph 20.10.4 will be rejected by the Procuring entity as non-responsive.

2.10.6 Unsuccessful tenderer's 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.

2.10.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract.

2.10.8 The tender security may be forfeited:

- a. If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
- b. In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract .
 - or**
 - (ii) to furnish performance security
- c. If the tenderer rejects, correction of an error in the tender.

2.11 Format and Signing of Tender

- 2.11.1 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.
- 2.11.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.11.3 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.

2.12 Sealing and Marking of Tenders 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, and shall:

(a) be addressed to:

**THE COUNTY SECRETARY,
NAIROBI CITY COUNTY,
P. O. BOX 30075-00100
NAIROBI.**

(b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE, Wednesday, 26th April 2017 at: 12.00 noon

- 2.12.1 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”.
- 2.12.2 If the outer envelope is not sealed and marked as required by paragraph 2.11.2, the Procuring Entity will assume no responsibility for the tender’s misplacement or premature opening.

2.13 Deadline for Submission of Tenders

- 2.13.1 Tenders must be received by the Procuring Entity at the address specified.

2.14 Opening of Tenders

2.14.1 The Tender Opening Committee will open all tenders in the presence of tenderers' representatives who choose to attend, at 12.00 am, at Procurement, Boardroom, 1st Floor. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.15 Preliminary Examination and Responsiveness

2.15.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

2.15.2 The Procuring Entity may waive any minor informality or nonconformity 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.

2.15.3 Prior to the detailed evaluation, 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.

2.15.4 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 nonconformity.

2.16 Evaluation and Comparison of Tenders.

2.16.1 A Tender Evaluation Committee will be appointed to evaluate and compare the tenders which have been determined to be substantially responsive.

2.16.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.16.3 To qualify for contract awards, the tenderer shall furnish the following information:-

SPECIAL CONDITIONS

1. Give three references who must be current clients
2. Attach audited accounts for last two years.
3. Attach :-
 1. Tax compliance Certificate.
 2. Current Single business permit
 3. Certificate of Business Registration
 4. Pin certificate
 5. VAT certificate
 6. List of Current Directors(form C12)
 7. Manufactures authorization and warranty.
 8. A detailed description of the essential Chemical Composition/
Characteristics of the goods whether in brochures, catalogues or drawings.
4. Prices quoted by the tenderer shall be fixed during the tenderer's performance of the contract and not subject to variation on any account.

The information should be supported by documentary evidence where appropriate, and should be sufficiently demonstrative. Upon receipt of your proposal and due consideration thereof, the Corporation shall, if you are successful, revert to you for negotiations of logistical and other procurement issues.

2.17 Contacting the Procuring Entity

- 2.17.1 No tenderer shall contact the Procuring Entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.17.2 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 tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.18 Award of Contract

a) Post qualification

2.18.1 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as the Procuring Entity deems necessary and appropriate.

2.18.2 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

2.18.3 The Procuring Entity will award the contract to the successful tenderer 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.

2.18.4 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. If the Procuring Entity determines that none of the tenders is responsive; the Procuring Entity shall notify each tenderer who submitted a tender.

2.18.5 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.

2.19 Notification of award

2.19.1 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.

2.19.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Procuring Entity. Simultaneously the other tenderers shall be notified that their tenders were not been successful.

2.20 Corrupt or Fraudulent Practices

2.20.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

- 2.20.2 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;
- 2.20.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

3.0 SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor” means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Assignment

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.

3.4 Termination for Default

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 provide any or all of the services 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring Entity for any excess costs for such similar services.

3.5 Termination for insolvency

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

3.6 Termination for convenience

- 3.6.1 The procuring entity by written notice sent to the service provider may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Procuring Entity convenience, the extent to which performance of the service provider of the contract is terminated and the date on which such termination becomes effective.
- 3.6.2 For the remaining part of the contract after termination the Procuring Entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.7 Resolution of disputes

The Procuring Entity's and the service provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be referred for resolution to the formal mechanisms.

3.8 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.9 Force Majeure

The service provider shall not be liable 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.

3.10 Applicable Law

The contract shall be interpreted in accordance with the laws of Kenya i.e. The Public Procurement and Disposal Act, 2005 and The Public and Procurement Disposal Regulations 2006.

3.11 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by E-mail and confirmed in writing to the other party's address.

A notice shall be effective when delivered or on the notices effective date, whichever is late.

FERTILIZER – SCHEDULE OF REQUIREMENTS- 2015/16
SPECIFICATIONS AND PRICE SCHEDULE FORM

	Product name	Delivery Point	Quantity Required (x 50 kg bag)	Product Name/ Origin	Application Rate	Price – (ksh)	Days to Deliver	Remarks
1	DAP		350 bags					
2	CAN		355 bags					
3	17.17.17		350 bags					
4	23.23.23		350 bags					
5	UREA 46%		350 bags					
	TOTAL							

NB

- i. Deliveries to be made to our unit as indicated (GENERAL STORES AT RACECOURSE ROAD).
- ii. The quoted price should but inclusive of all taxes and delivery charges.

Signed:.....

Company Name & Stamp:.....

Tenderer

Date:.....

Tenderers quoting for new products must also submit sample(s) in conformity with the technical specifications securely and clearly labeled with -

- a) *The Tender number and name*
- c) *The name of the Tenderer.*
- d) *The name of the Tenderer.*

The sample(s) shall be considered as part of the tender and must be submitted together with the Tender before the deadline for submission of Tenders.

FORM OF TENDER

Date _____

Tender No. NCC/EE&W/T/595/2016-2017

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply and delivery of fertilizer** in conformity with the said Tender documents for the total sum..... as **per the Price Schedule** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 1.3 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20____.
(Name)

[Signature]

Duly authorized to sign Tender for and on behalf of

3.13 CONFIDENTIAL BUSSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in 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.

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No, .....Street/Road</p> <p>Postal address .....Tel No. ....Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>Branch</p>

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

	Part 2 (a) – Sole Proprietor			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	Citizenship details.....			
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

3.14 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 competent.

3.15 TENDER SECURITY FORM

Whereas(hereinafter called the “tenderer “) has submitted its tender dated..... for the supply and delivery of (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..... (herein called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank bids itself, its successors, an 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 the 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 dead, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions

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

{Signature of the bank } _____
Amend accordingly if provided by Insurance Company

Contract Form

THIS AGREEMENT made theday of 20between of (hereinafter called “the Procuring entity”) of the one part and of (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the supply and delivery of and has accepted a tender by the tenderer for the supply in the sum of _____ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (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 tenderer hereby covenants with the Procuring entity to provide the GPA cover 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 provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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 _____

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. NCC/EW&E/T/595/2016-2017, dated 20 to supply of FERILIZERS (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 of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

