



**ORIGINAL**

**KENYATTA NATIONAL HOSPITAL**

**TENDER DOCUMENT**

**FOR**

**DIGITAL RADIO COMMUNICATIONS SYSTEMS**

**TENDER NO: KNH/T/84/2016-2017**

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**OPEN NATIONAL TENDER**

**Kenyatta National Hospital wishes to invite sealed tenders for the items listed below from eligible candidates.**

<b>No</b>	<b>Tender No</b>	<b>Item Description</b>	<b>Closing Date</b>
1	<b>KNH/T/12A/2017-2018</b>	Supply and Delivery of Chicken and Eggs ( <b>Reserved for Youth, Women and Persons Living with Disability</b> )	<b>10/04/2017</b>
2	<b>KNH/T/14/2017-2018</b>	Supply & Delivery of Fruits and Vegetables ( <b>Reserved for Youth, Women and Persons Living with Disability</b> )	<b>10/04/2017</b>
3	<b>KNH/T/15/2017-2018</b>	Supply and Delivery of Dry Foods ( <b>Reserved for Youth, Women and Persons Living with Disability</b> )	<b>10/04/2017</b>
4	<b>KNH/T/19/2017-2018</b>	Supply and Delivery of Stationery ( <b>Reserved for Youth, Women and Persons Living with Disability</b> )	<b>10/04/2017</b>
5	<b>KNH/T/20/2017-2018</b>	Supply and Delivery of Detergents ( <b>Reserved for Youth, Women and Persons Living with Disability</b> )	<b>10/04/2017</b>
6	<b>KNH/T/22/2017-2018</b>	Supply & Delivery of Cleansing Materials( <b>Reserved for Youth, Women and Persons Living with Disability</b> )	<b>10/04/2017</b>
7	<b>KNH/T/33/2017-2018</b>	Provision of Cleaning Services ( <b>Reserved for Youth, Women and Persons Living with Disability</b> )	<b>10/04/2017</b>
8	<b>KNH/T/34/2017-2018</b>	Provision of Garbage collection in KNH Estate ( <b>Reserved for Youth, Women and Persons Living with Disability</b> )	<b>10/04/2017</b>
9	<b>KNH/T/35/2017-2018</b>	Provision of Gardening Services ( <b>Reserved for Youth, Women and Persons Living with Disability</b> )	<b>10/04/2017</b>
10	<b>KNH/T/23/2017-2018</b>	Supply & Delivery of Computer Stationery ( <i>Reserved for Persons Living with Disability</i> )	<b>10/04/2017</b>
11	<b>KNH/T/87/2016-2017</b>	Supply and Delivery of Printed Medicine Packaging Materials ( <i>Reserved for Persons Living With Disability</i> )	<b>10/04/2017</b>
<b>OPEN TENDERS</b>			
12	<b>KNH/T/18/2017-2018</b>	Supply and Delivery of Medical Gases	<b>11/04/2017</b>
13	<b>KNH/T/21/2017-2018</b>	Supply & Delivery of Printed Stationary and Medical Records	<b>11/04/2017</b>
14	<b>KNH/T/31/2017-2018</b>	Supply & Delivery of Cooking Gas	<b>11/04/2017</b>
15	<b>KNH/T/84/2016-2017</b>	Supply ,Delivery, Installation , Testing &Commissioning of Digital Radio Communications Systems	<b>11/04/2017</b>
16	<b>KNH/T/85/2016-2017</b>	Sale of Plastics, Waste Paper and Cartons	<b>11/04/2017</b>
17	<b>KNH/T/86/2016-2017</b>	Disposal of Incinerator Plants Bottom Ash and Other Debris	<b>11/04/2017</b>

Tenderers should submit a two-envelope bid marked "ORIGINAL" and "COPY".  
All pages of submitted documents must be serialized by the tenderer.

Tenders are open to all firms that deal with goods, works and services to bid and they are required to show authenticated evidence that they have recently

satisfactorily carried out similar goods, works and services. Only firms that demonstrate their previous experience will have their tender considered.

Tender documents with detailed Specifications and Conditions are obtainable free of charge from the KNH Website ([www.knh.or.ke](http://www.knh.or.ke)) or <https://supplier.treasury.go.ke>, IFMIS Portal or visit the office of the Deputy Director, Supply Chain Management located at the Hospital's Main Administration Block Room 6 from Monday to Friday between 9.00 a.m. to 4.00 p.m. upon payment of a non-refundable fee of Kshs.1,000.00 per tender document in the form of Cash or Bankers Cheque made payable to Kenyatta National Hospital.

Bidders who have downloaded the tender documents from the website free of charge shall immediately email their contact details (cellphone number, email, and company name) to: [procurement@knh.or.ke](mailto:procurement@knh.or.ke)/[procurementknh@gmail.com](mailto:procurementknh@gmail.com) for records and communication of any tender clarifications and addenda.

The completed tenders shall be deposited in the Tender Box before am of closing dates, located at entrance of Main Administration Block Ground floor. Any tender document deposited in the wrong tender box shall be disqualified and returned to the tenderer.

Prices shall be inclusive of all taxes and applicable duties, transport and other incidental expenses and **MUST** remain valid for 12 months from the date of opening. No variations will be allowed before the said period.

**FOR: CHIEF EXECUTIVE OFFICER**

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

### **Eligible Tenderers**

This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, deliver, install, test and commissioning of the equipment by the intended completion date specified in the tender documents.

The Kenyatta National Hospital 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 66 of the Act.

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 Hospital to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **Eligible Equipment**

All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.

For purposes of this clause, “origin” means the place where the equipment(s) are 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.



The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

### **Cost of Tendering**

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Hospital, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The price to be charged for the tender document shall not exceed Ksh 1000.00

The Hospital shall allow the tenderer to review the tender document free of charge before purchase.

### **Contents of Tender Document**

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 and Price Schedules
- (vi) Technical Specifications
- (vii) Form of Tender
- (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 Form
- (xiv) Declaration form
- (xv) Request for Review Form

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.

### **Clarification of Tender Documents**

A prospective tenderer making inquiries of the tender

Documents may notify the Hospital in writing or by post 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 not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Hospitals' 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.

The Hospital shall respond 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.

### **Amendment of Tender Documents**

At any time prior to the deadline for submission of tender, 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.

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

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

### **Language of Tender**

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

### **Documents Comprising the Tender**

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 2.12 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 2.13 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
- (e) Confidential Business Questionnaire

### **Tender Form**

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

### **Tender Prices**

The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted shall be upto delivery at the hospital premises, including all customs duties and sales and other taxes already paid or payable:
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

### **Tender Currencies**

Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

### **Tenderers Eligibility and Qualifications**

Pursuant to paragraph 2.1. the tenderers 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.

The documentary evidence of the tenderers eligibility to tender shall establish to the Hospital, satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

The documentary evidence of the tenders qualifications to perform the contract if its tender is accepted shall establish to the Hospital, satisfaction;

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

### **Goods Eligibility and Conformity to Tender Document**

Pursuant 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 equipment which the tenderer proposes to supply under the contract

The documentary evidence of the eligibility of the goods shall consist of 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.

The documentary evidence of conformity of the equipment 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 equipment
- 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 equipment for a period of two (2) years, following commencement of the use of the equipment by the Hospital,; and

c) a clause-by-clause commentary on the Hospital, Technical Specifications demonstrating substantial

responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary 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 Hospital, 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 Hospital, satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### **Tender Security**

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

The tender security shall be in the amount not exceeding 2 percent of the tender price.

The tender security is required to protect the Hospital, against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

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

- a) Cash
- b) A bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit.

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

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 Hospital, 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

The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the Hospital, on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
  - i) to sign the contract in accordance with paragraph 2.27
    1. or
  - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

### **Validity of Tenders**

Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Hospital, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Hospital, as nonresponsive.

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

### **Format and Signing of Tender**

The Hospital, 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.

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.

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.

### **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.

The inner and outer envelopes shall:

(a) be addressed to the Kenyatta National Hospital at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE 11/04/2017 at 10,00am .

(c) 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”.

If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Hospital, will assume no responsibility for the tender’s misplacement or premature opening.

### **Deadline for Submission of Tenders**

Tenders must be received by the Hospital, at the address specified under paragraph 2.17.2 not later than **11/04/2017**

The Hospital, may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Hospital, and candidates previously subject to the deadline will therefore be subject to the deadline as extended

Bulky tenders which will not fit in the tender box shall be received and registered by the Supply Chain Department room No. 6 .

### **Modification and Withdrawal of Tenders**

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 Hospital, prior to the deadline prescribed for submission of tenders.

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.

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

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

### **Opening of Tenders**

2.19.1 The Hospital will open all tenders in the presence of tenderers' representatives who choose to attend, 11/04/2017 at 10.00 a.m at Administration Block, Kenyatta National Hospital

The tenderers' representatives who are present shall sign a register evidencing their attendance.

The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Hospital, at its discretion, may consider appropriate, will be announced at the opening.

The Hospital will prepare minutes of the tender opening.

### **Clarification of Tenders**

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

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

### **Preliminary Examination and Responsiveness**

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

Arithmetical errors shall not be rectified as provided for in the Public Procurement and Assets Disposal Act 2015 section 82. .

The Hospital 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.

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

If a tender is not substantially responsive, it will be rejected by the Hospital and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

### **Conversion to Single Currency**

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

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

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

The Hospital's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

The comparison shall be of the delivery up to the hospital premises price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

The Hospital's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

- (i) The Hospital requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the Hospital required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Hospital may consider the alternative payment schedule offered by the selected tenderer.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

### **Contacting the Procuring Entity**

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

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

### **Award of Contract**

#### **(a) Post-Qualification**

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

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 Hospital deems necessary and appropriate.

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

**(b) Award Criteria**

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

To qualify for contract awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public procurement.

**(c) Procuring Entity's Right to Accept or Reject Any or All Tenders**

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

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

The Hospital shall give prompt notice of the termination to the tenderers

and on request give its reasons for termination within 14 days of receiving the request from any tenderer.



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.

### **Notification of Award**

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

The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Hospital will simultaneously inform the other tenderers that their tenders have not been successful.

### **Signing of Contract**

At the same time as the Hospital notifies the successful tenderer that its tender has been accepted, the Hospital will simultaneously inform the other tenderers that their tenders have not been successful.

Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Hospital.

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.

## **Performance Security**

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

Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which even the Hospital may make the award to the next lowest evaluated Candidate or call for new tenders.

## **Corrupt or Fraudulent Practices**

The hospital 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 and will not be involved in corrupt or fraudulent practices.

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

Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Firms specializing in the provision of Supply, Delivery, Installation, Testing and commissioning of Digital Radio Communications Systems
2.2.2	The price to be charged for the tender document shall be kshs 1,000 for the hard copy and free for persons who download from our website.
	Price variation shall not be allowed
	Prices shall be quoted in easily convertible currencies to Kenya Shillings.
	Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction: Certificate of valid Tax Compliance
	tender security in the amount of Kshs150,000
	Tenders shall remain valid for 150 days from the deadline date of submission of tender.
	The bidders must submit a Technical and, Financial bid each with one (1) ORIGINAL TENDER and one (1) COPY of the Tender.
	Bulky tenders which will not fit in the tender box shall be received at the Supply Chain Management Office , Room no 6

2.24	<b>Evaluation and Comparison of Tenders</b>	<b>Documentary Evidence in form of copies.</b>
<b>RESPONSIVE</b>	<b>1. Mandatory Requirements</b>	<b>Responsive or Not Responsive</b>
1	Submission of two Tender documents securely	

	bound (Spiral or book) and clearly marked (original and copy) by the tenderer. No loose documents will be accepted	
2	All pages of both (Original & Copy) documents <b>Must be Sequentially Serialized numerical</b> by the tenderer.	
3	Business questionnaire duly completed, signed and stamped.	
4	Copy of Valid Tax Compliance Certificate/exemption certificate	
5	Copy of Certificate of Incorporation/evidence of registration whichever is applicable	
6	Valid trade license from Nairobi County Government or any respective County Government.	
7	Manufacturers Authorization Letter	
8	Submit valid registration certificate/license from Communications Authority of Kenya	

At this stage, the tenderer's submission will either be responsive or non-responsive. . Failure to provide ANY of the above mandatory requirements will lead to disqualification

**Note: Provide brochures/literature for the items, for technical evaluation**

1. Technical Evaluation Criteria for Radio Communication System				
No	Requirements	Max. Score	Score Awarded	Evaluators remarks
1	Coverage	5		
2	GPS Location & tracking	5		
3	Power	3		
4	Job Assignment	2		
5	Text Messaging Service	5		
6	Emergency signaling	5		
7	Audio quality	5		
8	Centralized Control	5		

9	Connectivity	5		
10	Caller IDs	3		
11	Call Logs	2		
12	TDMA (Time Division Multiple Access)	5		
13	Voice Recording	5		
14	Call features	5		
15	Stun/Kill options	5		
16	Geo-fencing	5		
17	Warranty for 1 year	10		
18	Manufacturers Authorization Letter (Mandatory)	20		
	<b>Total Score</b>	<b>100</b>		
<b>Only bidders who score 80% and above will be proceed to due diligence stage</b>				

2. Technical Evaluation Criteria for Repeater Station				
No	Requirements	Max. Score	Score Awarded	Evaluators remarks
1	Frequency Range	3		
2	Channel Capacity	4		
3	RF Output Power	3		
4	Input Voltage (AC)	3		
5	Current (standby), 110 -240 V	3		
6	Current (transmitting), 110-240 V	3		
7	Input Voltage (DC)	3		
8	Connectivity	3		
9	Supported System Types	3		
10	Channel Spacing	3		
11	Frequency Stability	3		
12	Sensitivity, 12dB SINAD	3		

13	Selectivity 25* / 12.5 kHz	3		
14	Intermodulation Rejection	3		
15	Spurious Rejection	3		
16	Audio Distortion	3		
17	Transmitter / Receiver Hum and Noise, 25* / 12.5 kHz	3		
18	Intermodulation Attenuation	3		
19	Adjacent Channel Power, 25*/ 12.5 kHz	3		
20	Conducted Spurious Emissions	3		
21	Modulation Fidelity (4FSK)	3		
22	Antenna	3		
23	Rated System Deviation, 25* /12.5 kHz	3		
24	Warranty for 1 year	10		
25	Manufacturers Authorization Letter(Mandatory)	20		
	TOTAL	100		
<b>Only bidders who score 80% and above will be proceed to due diligence stage.</b>				

<b>3. Technical Evaluation Criteria for Radio Handsets</b>				
No	Requirements	Max. Score	Score Awarded	Evaluati on criteria
1	General: handheld with keypad and LCD display to facilitate :voice and SMS service, spare battery, antenna, carrying case, single unit chargers	10		
2	Design: Robust design, fully digital radio	5		
3	frequency range: 130-174MHz	5		
4	Frequency spacing: 12.5	5		
5	Transmitter RF power; 5Watts programmable	5		
6	receiver sensitivity; 0.3 micro volts	5		
7	Operation; Simplex	5		
8	Number of Channels; >= 16 programmable	10		
9	Capability; support 2 way radio voice communications, support SMS transmission	10		
10	GPS enabled	10		
11	Warranty	10		
12	Manufacturers Authorization Letter	20		
	TOTAL	100		
<b>Only bidders who score 80% and above will be proceed to due diligence stage.</b>				

<b>4. Technical Evaluation Criteria for Fixed and Mobile Digital Radio ( Base Station</b>				
<b>No</b>	<b>Requirements</b>	<b>Max. Score</b>	<b>Score Awarded</b>	<b>Evaluators remarks</b>
1	<b>Design</b> Robust design, fully digital radio with keypad C/W 1 folded dipole 6dB base antennas and 20 meter RG213 cables fully terminated with appropriate RF connectors Palm held microphone;3dB antennas for mobile; power supply units for the radios and DC power cables for direct use on battery	10		
2	Frequency range: 130-174MHZ	5		
3	Channel spacing; 12.5	5		
4	Transmitter RF power; 25Watts programmable	5		
5	Receiver sensitivity; 0.3 micro volts	5		
6	Operation; simplex	5		
7	Number of channels; >= 16 programmable	10		
8	Capability; support two way radio voice communication support SMS communication	10		
9	Input power: 13.8V DC Normal	5		
10	Display: LCD Display screen	5		
11	GPS enabled for mobile radios	5		
12	Warranty (1 year min)	10		
13	Manufacturers Authorization Letter	20		
	TOTAL	100		
	<b>Only bidders who score 80% and above will be proceed to due diligence stage..</b>			
	<b>Due diligence stage:</b>			
	Proof of local workshop and spares	50		
	CV and certified copies of certificates of technical personnel	50		
	TOTAL	100		
<b>Only bidders who score 70% and above will proceed to financial evaluation stage.</b>				
<b>Financial Evaluation stage</b> <b>Evaluation will involve the following</b>				
<b>(a). Determination of evaluated price for each bid using the Following</b>				

- i) There will be no corrections of arithmetic errors as per Public Procurement & Assets Disposal Act 2015 Section 82.
- ii) Conversion of all tender to same currency using a uniform exchange rate prevailing at the closing date of the Tender
- iii) Application of any discount offered on the tender
- iv) Establish if items quoted for are within prevailing market rates from the known retail outlets & Public Procurement Oversight Authority price index. A written undertaking that the prices shall remain valid for 12 months from date of contract in line with the Public Procurement and Asset Disposal Act 2015 section 139(3).

**(b) Ranking of Tenders according to their evaluated prices**

All documents indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on or before the closing date. Any bid not accompanied by the documents shall be rejected as non responsive.

**2. Ranking of Tenders according to their bid price(s).**



**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **Definitions**

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

- (a) “The Contract” means the agreement entered into between the Hospital 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 Hospital under the Contract.
- (d) “The Hospital” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **Application**

These General Conditions shall apply in all Contracts made by the Hospital for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

### **Country of Origin**

For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

The origin of Goods and Services is distinct from the nationality of the Tenderer and will be treated thus in the evaluation of the tender.

## **Standards**

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

## **Use of Contract Documents and Information**

The Candidate shall not, without the Hospital'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 Hospital in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

## **Patent Rights**

The tenderer shall indemnify the Hospital 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 Hospital's country

## **Performance Security**

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

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

The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the hospital and shall be in the form of

- a) Cash
- b) Bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit

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

### **Inspection and Tests**

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

The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Hospital.

Should any inspected or tested equipment fail to conform to the Specifications, the Hospital 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 Hospital.

The Hospital's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having

previously been inspected, tested and passed by the Hospital or its representative prior to the equipment delivery.

Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **Packing**

The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

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

### **Delivery and Documents**

Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Hospital in its Schedule of Requirements and the Special Conditions of Contract

### **Insurance**

The equipment 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.

### **Payment**

The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

Payments shall be made promptly by the Hospital as specified in the contract

### **Prices**

Prices charged by the tenderer for equipment delivered and installation 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.

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

Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

Price variation requests shall be processed by the hospital within 30 days of receiving the request.

### **Assignment**

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

### **Subcontracts**

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

### **Termination for Default**

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

- (a) if the tenderer fails to deliver any or all of the equipment within the periods specified in the Contract, or within any extension thereof granted by the Hospital
- (b) if the tenderer fails to perform any other obligation(s) under the Contract

- (c) if the tenderer, in the judgment of the Hospital has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

In the event the Hospital terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Hospital for any excess costs for such similar equipment.

### **Termination for convenience**

### **Liquidated Damages**

If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the hospital 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.

### **Resolution of Disputes**

The hospital and the tenderer shall make every effort to resolve amicably by direct informal negotiation 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 specified in the SCC.

### **Language and Law**

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

### **Force Majeure**

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 ForceMajeure.

### **Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

A notice shall be effective when delivered or on the notices effectdate, whichever is later.



## **SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT**

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

The clauses in this section are intended to assist the hospital 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 hospital 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

### 1.0 Performance Security:

The amount of the performance security as a percentage of the Contract price shall be 5%. The performance security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee or irrevocable letter of credit issued by a reputable bank located in Kenya.

### 2.0. Currencies of Tender and Payment

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

- (i) Tenders shall be priced in Kenya shillings and the tender sum shall be in Kenya shillings
- (ii) payment for the Services shall be made in local currency
- (iii) payment for the Services shall be made by the Hospital's cheque or Real time Gross Settlement(RTGS).
- (iv) there shall be no advance payment under this contract
- (v) Payments will be made by the Hospital, within **thirty (30) days** after submission of an invoice, Bank details such as Account Name, Bank name and a Statement of Account, or claim by the tenderer.

### 3.0. Prices

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account for the period of contract except due to statutory or legislative requirements. Unit price quoted shall be inclusive of all other charges incidental to the provision of the service at the Hospital.

### 4.0. Warranty

- (i) The tenderer warrants that the Services supplied under the contract conform to the specifications indicated in the Contract and/or Local Service Orders.
- (ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part the tenderer shall either:
  - (a) make such changes, modifications and/or additions to the service or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense or,

- (b) Repeat the service to conform to the specifications in the contract at his own costs.

5.0 The Hospital reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

6.0 The tenderer shall obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract.

7.0 Services shall not be provided after 4:00 pm unless with special arrangement with the Chief Executive Officer or the Deputy Director, Supply Chain Management.

8.0 Tenderers who have breached the previous year **2015/2016** Kenyatta National Hospital performance contracts shall not be considered for particular products/services they defaulted on.

## **SECTION-V- SCHEDULE OF REQUIREMENTS ANDPRICES**

### **Notes on Schedule of Requirements and Prices**

The Hospital must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procuredseparately.

The tenderers may use additional paper as will be necessaryto indicate the details of theircosting.

## **SECTION VI - TECHNICAL SPECIFICATIONS**

### **GENERAL**

These specifications describe the basic requirements for equipment.

Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

Tenderers must indicate on the specifications sheets whether the Equipment offered comply with each specific requirement.

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 hospital reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

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

## SECTION VI – TECHNICAL SPECIFICATIONS

### Specifications for Digital Radio Communications Systems

#### 1.0 Introduction

Kenyatta National Hospital wishes to deploy a modern Digital Radio Communication System (DRCS) to enhance Security and safety operations in the Hospital. The system will include a Repeater Station, Portable Radio handsets and a Radio Base station (control room solution).

A Digital Radio Communication System will be deployed within the larger KNH Complex. The minimum specifications for the components of the (DRCS) are specified below.

KNH therefore invites bidders from qualified firms for the supply, installation, commission, implementation and support of a Digital Radio Communication System. Firms may need to conduct a detailed needs analysis, site surveys and evaluation of the existing Infrastructure in order to provide KNH with the most appropriate and cost effective Digital Radio Communication solution.

#### 2.2 Scope

The radio Digital Communication network will be expected to cover the whole KNH Complex and beyond but remain within range of Nairobi suburbs.

#### 2.3 Technical Requirements

KNH has come up with key technical requirements for this tender. KNH therefore requires that these become a minimum for all the bidders and will not consider bids that do not meet the minimum specifications. It should also be noted that the selected vendor will remain entirely responsible for correctness of the product and will be required to demonstrate how their product fits into will meet KNH's requirements.

**Bidders must state how their product compares with all the specifications below in response to the tender and state whether they fully comply (same specs or better), partially comply (Some of the specifications are similar) or are none compliant (specifications are below the stated or not what has been asked for). Failure to state will be assumed as non-compliant.**

#### ITEM 1:General Minimum Requirements for Radio communication System

ITEM	FEATURES	DESCRIPTION
1	Coverage	KNH Complex and Nairobi suburbs
2	GPS Location & tracking	GPS capability for all radio handsets for real time location tracking of portable radios on a software platform.

3	Power	Vendors to review existing power infrastructure and confirm if the Infrastructure will support their proposed solutions. If not, bidders will include any required improvements in their proposals
4	Job Assignment	Tasks and duties allocated to radio users need to be monitored and controlled via software using the same device i.e. the radio unit.
5	Text Messaging Service	The Radio handsets must have the ability to sent text messages to operator in events where they will be unable to send a voice call.
7	Emergency signaling	All radio handsets must have an alerting system of communicating to the operator in the event the user is in distress. This ability to protect the user/handler.
8	Audio quality	The radio handsets must have clear audio quality for effective communication even when in a noisy environment.
9	Centralized Control	All communication within the Radio network will be monitored remotely through a centralized (Control Room) console linked to the rest of the network.
10	Connectivity	The Radios handsets must have the network shall support IP and other trunking technologies to seamlessly extend the network to other regions
11	Caller IDs	The radios handsets must have the ability to be identified in order for the supervisors monitor, locate and assign tasks to them.
12	Call Logs	The radio handsets must have the ability to monitor and retain all call logs (i.e. received, sent and missed).
13	TDMA (Time Division Multiple Access)	The radio handsets must have the ability of being allocated small talk groups depending on the area of coverage
14	Voice Recording	The radio handsets must have the ability to record and play back all voice conversations for reference.  KNH requires at least 7 days of stored conversations to be available.

15	Call features	The radio users may be required to communicate only with a specific radio user through "Private call" feature. The user may also need to broadcast one call to many users or make one call to all the users in the network using the "Group call" feature.
16	Stun/Kill options	The radio handsets must have the ability to make private and group calls
17	Geo-fencing	The radio handsets must have a fence created in the event the user leaves this coverage area, a signal will be sent to the operator/controller



**ITEM 2: Repeater Station Minimum Technical Specifications**

<b>ITEM</b>	<b>GENERAL SPECIFICATIONS</b>	<b>DESCRIPTION (VHF)</b>
1	Frequency Range	130-174 MHz
2	Channel Capacity	64
3	RF Output Power	25W
4	Input Voltage (AC)	100-240 Vac, 47-63 Hz
5	Current (standby), 110 / 240 V	0.18 / 0.25 A
6	Current (transmitting), 110 / 240 V	1.5 / 0.9 A
7	Input Voltage (DC)	11.0-14.4 Vdc
8	Connectivity	Tx (N female), Rx (BNC female), USB A receptacle, 2x Ethernet
9	Supported System Types	Digital Conventional, IP Site Connect, Capacity Plus, Linked Capacity Plus, Connect Plus Analog Conventional, MPT 1327
10	Channel Spacing	25* / 12.5 kHz
11	Frequency Stability	0.5 ppm
12	Sensitivity, 12dB SINAD	0.22 uV
13	Selectivity, 25* / 12.5 kHz	83 / 55 dB
14	Intermodulation Rejection	82 / 73 dB
15	Spurious Rejection	95 / 90 dB
16	Audio Distortion	< 1%
17	Transmitter/Receiver Hum and Noise, 25* / 12.5 kHz	-45 / -50 dB
18	Intermodulation Attenuation	40 dB
19	Adjacent Channel Power 25* / 12.5 kHz	78 / 62 dB
20	Conducted Spurious Emissions	-36 dBm < 1 GHz, -30 dBm > 1 GHz
21	Modulation Fidelity (4FSK)	FSK Error 5%, FSK Magnitude 1%
22	Antenna	6dB
23	Rated System Deviation, 25* / 12.5 kHz	±5.0 / ±2.5 kHz

**ITEM 3: Portable Radio Handsets: Minimum Technical Specifications**

ITEM	FEATURES
1	General: handheld with keypad and LCD display to facilitate :voice and SMS service, spare battery, antenna, carrying case, single unit chargers
2	Design: Robust design, fully digital radio
3	frequency range: 130-174MHz
4	Frequency spacing: 12.5
5	Transmitter RF power; 5Watts programmable
6	receiver sensitivity; 0.3 micro volts
7	Operation; Simplex
8	Number of Channels; >= 16 programmable
9	Capability; support 2 way radio voice communications, support SMS transmission
12	Manuals; Hard copy Technical service manuals
13	Programming; System software and programming manuals and interfaces
14	GPS enabled
15	Warranty 1 yearswith Service Level Agreement for 2 year after lapse of warranty
16	Manufacturers Authorization letter

**ITEM 4: MINIMUM TECHNICAL SPECIFICATIONS FIXED AND MOBILE DIGITAL RADIO (BASE STATION)**

	<b>Specifications</b>	<b>Compliance</b>
	<b>Design</b> Robust design, fully digital radio with keypad C/W 1 folded dipole 6dB base antennas and 20 meter RG213 cables fully terminated with appropriate RF connectors Palm held microphone; 3dB antennas for mobile; power supply units for the radios and DC power cables for direct use on battery	
	Frequency range; 130-174MHz	

	Channel spacing; 12.5	
	Transmitter RF power; 25Watts programmable, with compatible accessories for portables and mobile radio	
	Receiver sensitivity; 0.3 micro volts	
	Operation; simplex	
	Number of channels; >= 16 programmable	
	Capability; support two way radio voice communication support SMS communication	
	Input power: 13.8V DC Normal	
	Display: LCD Display screen	
	Temperature; Robust design to withstand -20 to +60 degree centigrade	
	Manuals; Hard copy Technical service manuals	
	System software and programming kits; provide original software, programming manuals and interfaces.	
	GPS enabled for mobile radios	
	Warranty 1 years with Service Level Agreement for 2 year after lapse of warranty	

**Accessories for Base Station**

<b>S/NO.</b>	<b>COMPONENT</b>	<b>DESCRIPTION</b>
i.	Cable with end Connectors	RG -213 COAXIAL
ii.	12V Power Supply Unit	10 Amo with Battery Revert
iii.	VHF Ground Plane antenna for Base Station	3db Gain
iv.	BNC Male to UHF female adaptor	

Bidders are required to indicate as to whether the equipment they are supplying can co-exist with the current analogue radio communication system.

## SCHEDULE OF REQUIREMENTS

### Bill of Quantities

No	Item Description	Unit of Issue	QTY	Unit Cost	Total cost	Delivery Period	Remarks
1	Radio communication system						
2	Repeater Station	No	2				
3	Portable radios	No	100				
4	Base station	No	2				
5	6 ports radio multichargers	No	2				
6	Training	No	250				
7	Installation, and Commissioning	No	1				

## **SECTIONVII - STANDARDFORMS**

*Notes on the Standard Forms:*

### **Form ofTender**

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

### **Confidential Business QuestionnaireForm**

This form must be completed by the tenderer and submitted with tender documents

### **Tender Security Form**

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the hospital.

### **Contract Form**

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

### **Performance Security form**

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the hospital.

### **Bank Guarantee for Advance Payment.**

When there is an agreement to have Advance payment, this form must be duly completed.

**SECTION X - STANDARD FORMS**

**10.1 FORM OF TENDER**

Date\_\_\_\_\_

Tender No.\_\_\_\_\_

TO CHIEF EXECUTIVE OFFICER  
KENYATTA NATIONAL HOSPITAL  
PO BOX 20723- 0202 NAIROBI

Gentlemen and/or Ladies:

1. Having Examined the Tender documents including Addenda Nos.....  
of which is hereby dully acknowledged , we ,the undersigned, offer to  
provide..... of.....services  
in conformity with the said tender documents for the sum of .....

..... (Total tender amount in  
Words and figures).....

2. We undertake, if our Tender is accepted, to provide the services in accordance  
with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent  
to 5(five) percent of the Contract Price for the due performance of the Contract, in  
the form prescribed by Kenyatta National Hospital.

4. We agree to abide by this Tender for a period of 120 days from the date fixed for  
tender opening in the Instructions to tenderers, and it shall remain binding upon us  
and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your  
written acceptance thereof and your notification of award, shall constitute a binding  
Contract between us.

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

Dated This \_\_\_\_\_ Day of\_\_\_\_\_ 2017

*[signature*

*[In the Capacity Of*

Duly authorized to sign tender for and on behalf of\_\_\_\_\_

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

### Mandatory

#### Part 1 - General:

Business Name .....

Location of business premises. ....

Plot No..... Street/Road .....

Postal Address ..... Tel No. ....company Mobile ..... E mail address.....Contact Person .....Mobile.....

Nature of Business,.....

Registration Certificate No. ....

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

Name of your bankers ..... Branch. ....

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

#### 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. ....		
5. ....		

Part 2 (c ) - Registered Company Private or Public

.....

State the nominal and issued capital of company: Nominal Kshs. ....

Issued Kshs. ....

Given details of all directors as follows

Name	Nationality	Citizenship Details
Shares		
1.....		
2.....		
3.....		
4.....		
5 .....		

**Mandatory**

Part 3 (a) - Pursuant to section 59(1)(a) ,(2) and (3) of the Public Procurement Assets and Disposal Act related Regulations . This must be signed by all Directors Partner (s) /Sole Proprietor of the Company (or any other applicable legislation in the Country of registration)

1 /we the Director(s) of Company/Firm .....hereby declare that I /we are not a board member , employee or even a relative to any employee of Kenyatta National Hospital.

Given details of partners /Directors /Sole proprietor as follows:

Name	Nationality	Citizenship Details
Signature		
1.....		
2.....		
3.....		
4.....		
5.....		

**Mandatory**

Part 3(b) Public Procurement & Assets Disposal Act 2015 and related regulations or any other applicable legislation in the Country of registration).

Pursuant to section 41 of the Public Procurement and Assets Disposal Act 2015, I/ we the Directors/Partners/Sole Proprietor of this Company/Firm .....confirm that we have not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

Name	Nationality	Citizenship Details
Signature		
1.....		
2. ....		
3. ....		
4. ....		
5 .....		

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

Sign .....Date .....Stamp.....

## TENDER SECURITYFORM

Whereas ..... [name of the tenderer]  
(hereinafter called “the tenderer”) has submitted its tender dated .....  
[date of submission of tender] for the supply, installation and commissioning  
of ..... [name and/or description of the equipment]  
(hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE .....  
..... of ..... having our  
registered office at ..... (hereinafter called “the Bank”), are  
bound unto ..... [name of Procuring entity] (hereinafter called “the  
Procuring entity”) in the sum of ..... for which  
payment well and truly to be made to the said Procuring entity, the Bank  
binds itself, its successors, and assigns by these presents. Sealed with the  
Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_.

THE CONDITIONS of this obligation are:-

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

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

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof

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should reach the Bank not later than the above date.

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*[Signature of the bank]*

*(Amend accordingly if provided by Insurance Company)*

## CONTRACTFORM

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 the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (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 tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this 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.

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

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

**PERFORMANCE SECURITYFORM**

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

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

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]*

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*(Amend accordingly if provided by Insurance Company)*



**BANK GUARANTEE FOR ADVANCEPAYMENT**

To .....  
[name of Procuringentity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

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

**MANUFACTURER’S AUTHORIZATIONFORM**

To *Kenyatta National Hospital*

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 byus.

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

\_\_\_\_\_  
[signature for and on behalf of manufacturer]

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

**7.8. LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: TenderNo. \_\_\_\_\_

TenderName \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB1  
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.

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

- 1.
- 2.

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary

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