



ORIGINAL

KENYATTA NATIONAL HOSPITAL

TENDER DOCUMENT

FOR

**SUPPLY, DELIVERY, INSTALLATION, TESTING,
COMMISSIONING OF OPHTHALMOLOGY
EQUIPMENT-VITREORETINAL MACHINE**

TENDER NO: KNH/T/103/2016-2017

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COPY

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KENYATTA NATIONAL HOSPITAL
Hospital Rd. along, Ngong Rd.
P.O. Box 20723,
NAIRO
BI Tel:
2726300-9
Fax: 2725272

**KENYATTA NATIONAL
HOSPITAL OPEN NATIONAL
TENDER**

Kenyatta National Hospital wishes to invite sealed tender for the listed item below from eligible candidates.

No.	Tender No.	Description	Closing date
1	KNH/T/103/2016-2017	Supply, Deliver , Installation , Testing, Commissioning of Ophthalmology Equipment-Vitreoretinal Machine	05/06/2017

Interested eligible candidates may obtain further information and inspect the Tender Documents at the Supply Chain Management Department Room No.6, Administration Block from **Monday to Friday** between **9:00am to 4:00pm**. Tender documents with detailed Specifications and Conditions can be downloaded free of charge from the KNH Website (www.knh.or.ke) or <https://supplier.treasury.go.ke>, IFMIS Portal. hard copies can be obtained from 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 via **Mpesa paybill No.626088, Account Number –Name of Supplier** and obtain an official receipt from Cash Office (Administration Block) or bankers Cheque made payable to Kenyatta National Hospital.

Bidders who choose to download the tender documents from the website free of charge and immediately email their name and contact details (cellphone number, email, and company name) to: procurementknh@gmail.com for records and communication of any tender clarifications and addenda.

Completed tender documents must be returned as specified in the tender document and deposited in the Tender Box situated at the **Kenyatta National Hospital Administration Block, ground floor entrance lobby before or at 10.00am** and be addressed to:

**The Chief Executive Officer
Kenyatta National Hospital
P.O Box 20723-00202
Nairobi.**

So as to be received on or before Wednesday 5th June 2017 at 10.00am.

FOR: CHIEF EXECUTIVE OFFICER

SECTION II- INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

Eligible Tenderers

A Tenderer is eligible to bid for a contract in procurement or an asset if the person satisfies the following criteria

- a) The Tenderer has the legal capacity to enter into a contract for procurement or asset disposal;
- b) The Tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up ;
- c) The Tenderer , if a member of regulated profession, has satisfied all the professional requirements;
- d) The procuring entity is not precluded from entering into the contract with the person under section 38 of this Act.
- e) The Tenderer and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of this Act;
- f) The Tenderer has fulfilled tax obligations;
- g) The Tenderer has not been convicted of corrupt or fraudulent practices and
- h)
- i) The Tenderer or consortium shall be considered ineligible to bid where in case of corporation , private company, partnership or other body, the person or consortium, their spouse, child or sub-contractor has substantial or controlling interest .
- j) A state organ or public entity shall require a person or a tenderer to provide evidence that the criteria is satisfied .

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

The 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 131 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
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer’s Authorization Form
- (xiii) Confidential Business Questionnaire 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 Hospital's address indicated in the invitation for tenders. The Hospital 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 Hospital. Written copies of the Hospital 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 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.

Amendment of Tender Documents

At any time prior to the deadline for submission of tender, the Hospital, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by 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 EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), 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 tenderers 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's 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 at least 1 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

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 as 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 90 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 non responsive.

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 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.

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 Hospital at the following address to:-

The Chief Executive Officer
Kenyatta National Hospital
P.O Box 20723
NAIROBI

(b) Bear the tender number and name in the Invitation to Tender and the words “DO

NOT OPEN BEFORE 05/06/2017 at 10.00 am

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 or deposited in the tender box not later than **05/06/2017 at 10.00am** on the closing date of the tender.

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 by the Hospital as provided for in the Appendix.

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

The Hospital will open all tenders in the presence of tenderers' representatives who choose to attend, **05/06/2017 at 10.00am** in Kenyatta National Hospital.

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 Hospital's 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 will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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 non conformity.

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 ex-factory/ex-warehouse/off-the-shelf 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 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 be 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 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 15 days of the validity period from the date of opening the tender.

Preference where allowed in the evaluation of tenders shall not exceed 30%

Contacting the Hospital.

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) Hospital'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 Hospital'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.

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.

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

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 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Ho

spital may make the award to the next lowest evaluated Candidate or call for new tenders.

Corrupt or Fraudulent Practices

2.30.1 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
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2.18.3

Bulky Tenders

Bulky tenders, which will not fit in the tender box, shall be received by the Hospital on the closing day between 8.30 and 9.45 and put in the cartons placed next to the tender box.

2.14.1

Tender Security

Tender security shall be in the amount of 1% of the tender price
The security shall be in form of a bank draft or bank guarantee issued by a reputable bank located in Kenya or bond from an insurance company as provided in the format in the tender document and shall be in Kenya shillings.

2.25.1

Preference

The Hospital shall not allow preference in the evaluation of tenders

2.27.5

Varying of Quantities

The Hospital reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements by 25%

2.27.4

Right to award Contract:-

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.

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 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 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.

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

- 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 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 10% 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 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 period(s) specified in the Contract, or within any extension thereof granted by the Hospital
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Hospital has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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 effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

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 bankers cheque, bank guarantee or irrevocable letter of credit issued by a reputable bank located in Kenya or bond from an insurance company.

Payment Terms

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

- (i) payment for the Goods shall be made in Kenya shillings
- (ii) payment for the Goods shall be made by the Hospital's cheque
- (iii) there shall be no advance payment under this contract
- (iv) payments will be made by the Hospital, within Forty five (45) days after submission of an invoice and a statement or claim by the tenderer.

Prices

Prices quoted by the tenderer shall be fixed during the tenderers performance of the contract and not subject to variation on any account for the period of contract except due to statutory / legislative requirement and foreign exchange fluctuations. The Hospital will only absorb exchange rate fluctuations beyond 10% of the Central Bank of Kenya (CBK) mean exchange rate at the date of bidding. Unit price quoted shall be inclusive of all other charges incidental to the delivery of goods to our stores.

Delivery and installation of equipment.

- (a) Delivery and installation of equipment shall be made by the tenderer to the Hospital and in accordance with the time schedule prescribed by contract between the Hospital and the parties in the Local Purchase Orders.
- (b) If at any time during the performance of the Contract, the tenderer should encounter conditions impeding timely delivery of the Goods, the tenderer shall promptly notify the Hospital in writing of the fact of the delay, its likely duration and its causes. On receipt of the tenderer's notice, the Hospital shall evaluate the situation and may at its discretion extend the tender's time for delivery with or without liquidated damages, in which case the extension shall be ratified by the Hospital by amendment of the Local Purchase Order.
- (c) Except as provided under the General Conditions of contract paragraph 3.21 delay by the tenderer in the performance of its delivery obligations shall render the tenderer liable to the imposition of liquidated damages pursuant to paragraph 3.18 unless an extension of time is agreed upon pursuant to paragraph 2 (b) above without application of liquidated damages.

- (d) Upon delivery and completion of installation testing and commissioning and acceptance of the equipment, the tenderer shall notify the Hospital and forward the following documents to the Hospital:
 - (a) Copies of the supplier invoice showing equipment description, quantity, unit price, total amount and Local Purchase Order number (LPO).
 - (b) Delivery note giving details as (i) above.
 - (c) Certificate of Origin.
 - (d) Duly certified commissioning document of the Hospital

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

Standards

- (i) The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials or workmanship (except when the design and/or material is required by the Hospital's specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in the Hospital.
- (ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. the supplier shall either:
 - (a) make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the Hospital, or
 - (b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs

Ownership Transfer:-

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

The Tenderers shall submit a statement confirming that they have not been debarred from participating from public procurement.

Dispute Resolution.

Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be

agreed between the parties. Failing agreement to concur in the appointment of an arbitrator, the arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 GENERAL

5.1. 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 procuring entity 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

TECHNICAL SPECIFICATIONS FOR VITREORETINAL MACHINE (1)

Machine for phacoemulsification and vitrectomy(anterior and posterior)
Dual pump phaco and vitreotomy system.
True flow and vacuum control.

Dual Linear control

Dual pump Peristaltic and venturi control.
Maximum cutting rate upto 6000 cuts/minute
Fully programmable and dual linear switch

Illumination

Multi LED light source
Light intensity upto 40 lumen
Triple port connector for upto 3 light fibres simultaneously
Option for wireless remote control

Viscous fluid injection

Pneumatic drive for viscous fluid injection
Option of fixed or linear controlled injection

Viscous fluid extraction

Linear controlled

Memory setting

Programmable for all parameters

Cartridge

One cartridge for peristaltic and venture pump
Strong followability to phaco-I/A aspiration port
Option for pressurized IOP control

Phaco

mm micro incision
technology Phaco dual
linear mode
Soft sonic mode/pulse, single or multiple busts
40Khz ultrasound technology

Diathermy

Endo and exodiathermy
Fixed and linear diathermy control

Air

Anterior and posterior global pressure control
Air tamponade mode
Air fluid exchange with pressure range 1-120mmHg

Irrigation aspiration

Peristaltic and venturi aspiration systems

Vacuum 10-600mmHg
Selectable vacuum rise time.

Accessories;

1/A Hand pieces -2

Each to be supplied with curved tip x1 and straight tip x1

Diathermy

- (1) Bipolar coagulation forceps x5
- (2) Diathermy cable(compatible) x5
- (3) Endodiathermy handle with straight pointed electrode x3 G20G/0.9x1, G23G/0.6x2
- (4) Exodiathermy handle with curved x1 and straight x1 tips 1.3mm
- (5) Diathermy cables for (3) and (4) (Total 4)

phaco hand pieces (3)

Suitable for emulsification/fragmentation and cool phaco

phaco accessories

Irrigation sleeve for 2.8mm phacox18

Reusable phaco needle 2.8mm

Straight (10)

Triple step flared (6)

vitrectomes

High speed 6000 cuts/min vitrectomes(**50**)

Gauge 20 -20

Gauge 23 -30

Disposable tubing with filter for air fluid exchange (**36**)

Vented Global pressure control air pump controlled infusion for constant intraocular pressure (**12**)

Cartridge

Supplied with irrigation giving set, irrigation aspiration tubing

20G vitrectomy pack **5**

23G vitrectomy pack **5**

Phaco packs

Disposable phaco packs 2.8mm incision (**5**)

Each pack to contain;

-2.8mm triple flared phaco needle

-2x irrigation sleeve

-Test chamber

-Needle wrench

Supplier must train the surgeons biomedical and nurses on the operations repair and calibration of the machine. Must supply with relevant manuals.

- User manuals
- Technical Manuals

SECTION VI EVALUATION CRITERIA

Evaluation on bids will be conducted at three stages

STAGE 1: Preliminary Examination of Tender

Proof of supply of the following documents.

- (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 **Must be Sequentially Serialized** by the tenderer.
- (3) Tender form duly completed, signed and stamped.
- (4) Business questionnaire duly completed, signed and stamped including declaration of conflict of interest and declaration that tenderer is not debarred from participating in procurement proceedings
- (5) Copy of Valid Tax Compliance Certificate/exemption certificate
- (6) Certificate of Incorporation/evidence of registration which ever is applicable
- (7) Original Bid bond of at least Kshs.150, 000/= valid for a period of 150 days from date of tender opening.

Documentary evidence in form of copies must be provided for the requirements stated above. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to disqualification

Stage 2 (i) Product Evaluation

Product evaluation will be done on the sample and Literature submitted by the Bidders and will involve following:

1. Evaluation against specifications given in the Tender Documents
2. Original literature, complete and in English language will be evaluated where applicable

Stage 3 - Financial Evaluation

Evaluation will involve the following

(a). Determination of evaluated price for each bid using the Following

- 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 Regulatory 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.

SCHEDULE OF REQUIREMENTS

NO	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT	REMARKS
1	Vitreoretinal Machine	1			

SECTION VIII - STANDARD FORMS

Notes on the Standard Forms:

Form of Tender

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 Questionnaire Form

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 procuring entity.

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 procuring entity.

Bank Guarantee for Advance Payment.

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

Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission *(insert equipment description)* 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 5% 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 of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[Signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 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

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 re . This must be signed by all Directors Partner (s) /Sole Proprietor of the Company (or any other applicable Country of registration)

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

Mandatory

Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

.....

Postal Address Tel No.company Mobile E

mail address.....Contact PersonMobile.....

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)

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.*

SignDateStamp.....

TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*]
(hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:-

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

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

This tender guarantee will remain in force up to and including thirty (30) 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 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.

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. _____ [reference number of the contract] dated _____ 20 _____ to _____ supply [description of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To
[*name of Procuring entity*]

[*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 AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[signature for and on behalf of manufacturer]

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

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER