

ORIGINAL

KENYATTA NATIONAL HOSPITAL



NATIONAL OPEN TENDER

EXTERNAL INCINERATION OF MEDICAL (INFECTIOUS) WASTE

TENDER NO: KNH/T/49/2018-2019

THE CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL
P.O BOX 20723- 00202,
NAIROBI.

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NAIROBI
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OPEN NATIONAL TENDER NOTICE

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/49/2018-2019	External Incineration of Medical (Infectious) Waste	29/08/2018

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), Public Procurement Information Portal (<http://tenders.go.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, Supply Chain Department entrance on or before at 29/08/2018 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 29/08/2018 at 10.00am.

FOR: CHIEF EXECUTIVE OFFICER

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1 A bidder is eligible to bid for a contract in procurement or an asset if the person satisfies the following criteria
- a) The bidder has the legal capacity to enter into a contract for procurement or asset disposal;
 - b) The bidder is not insolvent, in receivership, bankrupt or in the process of being wound up ;
 - c) The bidder , 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 bidder and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of this Act;
 - f) The bidder has fulfilled tax obligations;
 - g) The bidder has not been convicted of corrupt or fraudulent practices and
 - h) Is not guilty of any serious violation of fair employment laws and practices.

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

2.2 Cost of tendering

2.2.1 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 Kshs.1,000/=

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

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract

- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Hospital in writing or by post, fax or email at the entity'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 no later than five (5) days prior to the deadline for the submission of tenders, prescribed by the Hospital. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. 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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Hospital, for any reason, whether at its own initiative in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished is in accordance with Clause 2.12
- d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an

adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

2.10 **Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix - Instructions to Tenderers.

2.11 **Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Hospital's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 **Tender Security**

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

2.12.2 The tender security shall be in the amount of **Kshs.100,000/=**

2.12.3 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 2.12.7

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee or bankers cheque.

Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Hospital as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Hospital.

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the Hospital on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:
(i) to sign the contract in accordance with Paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Hospital, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Hospital as no responsive.

2.13.2 In exceptional circumstances, the Hospital may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Hospital at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 29/08/2018 at 10.00AM**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Hospital will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Hospital at the address specified under paragraph 2.15.2 no later than **29/08/2018**

2.16.2 The Hospital may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Hospital and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Hospital as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the Hospital prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The Hospital may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The Hospital shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Hospital will open all tenders in the presence of tenderers' representatives who choose to attend, at 10am at Kenyatta National Hospital committee room. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 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.
- 2.18.4 The Hospital will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

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

2.20.3 The Hospital may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

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

2.21 Conversion to a single currency

- 2.21.1 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.
- 2.22 Evaluation and comparison of tenders.**
- 2.22.1 The Hospital will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Hospital's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- (a) operational plan proposed in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:
- (a) ***Operational Plan.***
- The Hospital requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Hospital's 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 on a 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.
- 2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.6 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.

2.23. Contacting the Hospital

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Hospital on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.24 Award of Contract

a) Post qualification

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Hospital deems necessary and appropriate.

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Hospital will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The Hospital reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Hospital's action. If the Hospital determines that none of the tenderers is responsive; the Hospital shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Hospital pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Hospital will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 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.

2.26.2 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.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Hospital may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 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 not and will not be involved in corrupt or fraudulent practices.

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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 Insurance Company approved by PPOA 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

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

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

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

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 services under the contract or any part thereof .

3.6 Performance Security

Within fourteen (14) 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.

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Hospital and shall be in the form of :

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

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

3.7 Inspections and Tests

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Hospital.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Hospital may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Hospital.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the Hospital's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 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.

3.10 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 provide any or all of the services 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.
- d) 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, services similar to those undelivered, and the tenderer shall be liable to the Hospital for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The Hospital by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Hospital convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the Hospital may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The Hospital and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

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

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

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.

3.0. Prices

Prices quoted by the tendered 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 delivery of the goods to our stores.

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 3:00 pm unless with special arrangement With the Director or Supply Chain Manager.

8.0 Tenderers who have breached the previous year 2017/2018 Hospital performance contracts shall not be considered for particular products/services they defaulted on.

9.0 Contract renewal.

The contract can be considered for renewal after the contract period if the Hospital is satisfied with the contacts performance.

SECTION V – DESCRIPTION OF SERVICES

GENERAL

1. These specifications describe the basic requirements for service. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, original literature, sample where applicable etc. for the service they intend to supply.

2. Tenderers must indicate on the specifications sheets whether the service offered complies with each specified requirement.

3. All the dimensions and capacities of the service 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 service if such deviations shall be found critical to the use and operation of the service.

PARTICULARS

SPECIFICATIONS

EXTERNAL INCINERATION OF MEDICAL (INFECTIOUS) WASTE

Reference is made to the above matter.

The following specifications are applicable for contracting of suppliers to provide the mentioned service;

1. The company must have a valid NEMA License for Medical waste management
2. The company must have an incinerator facility for handling medical wastes or a formal contract with a company with licensed plant able to incinerate at least 2,000 Kgs/Hr of waste.
3. The company must avail evidence of previous experience in handling medical wastes and /or infectious waste.
4. The company must have at least two seven (7) ton trucks for waste management (evidence of log books required)
5. The company must avail registration certificate from a designated (Government licensed) weigh bridge (in case tender is successful for validation of tare (load)/ gross weights).
6. The company should avail certificate of final disposal on completion of the exercise
7. The wastes must be collected during official hours of 8.00 am to 5.00pm on daily (except weekends) and /or as required by the hospital management.

Evaluation Criteria of Tenders

SECTION VII 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 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
- (2) Tender form duly completed and signed
- (3) Original Bid bond of at least **Kshs.100,000/=**) valid for a period of 150 days from date of tender opening
- (4) Business questionnaire duly completed, including declaration of conflict of interest and declaration that tenderer is not debarred from participating in procurement proceedings
- (5) Copy of Tax Compliance Certificate/exemption certificate
- (6) Certificate of Incorporation/evidence of registration which ever is applicable

Documentary evidence inform of certified 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/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. This will be considered as the details offer unless indicated otherwise.
3. Samples must not be expired within the tender validity period.
4. Sample must be presentation of the actual product to be supplied.
5. Sample must have a plain label indicating the tender number and product number.

Stage 3 - Financial Evaluation

Evaluation will involve the following

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

- i) Check for any arithmetic errors in the Tender
- 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

The following Evaluation criteria will be used for purpose of Technical Evaluation. Consequently **ALL** tenders **MUST** abide by these requirements. **ANY** tenderer who will not submit any of the requirements below will be **DISQUALIFIED**. Tenderers are required to:

- i. Provide Tender Security Bond of 1% of the bid amount from a reputable financial Bank, in accordance with the instruction to tenderers.
- ii. Provide certified copies of the following:
 1. PIN No. Certificate
 2. VAT Certificate
 3. Certificate of Registration
 4. Current Trade Licenses.
 5. Current Certificate of tax compliance from Kenya Revenue Authority.
- iii. Tenderers must duly complete and sign the business and confidential questionnaire that are in the Tender documents.
- iv. The Hospital shall make a detailed inspection to tenderers facilities in order to assess the Tenderers capacity and capability.

SECTION VI SCHEDULE OF REQUIREMENTS

No	Item Description	QTY	Period of tender
1	Medical (infectious) Waste in metric tonnes		Twelve months

SECTION – VII- PRICE SCHEDULE OF SERVICES

Item	Description	Duration	Unit Price	Total Price	Remarks
1	Medical (infectious) Waste in metric tonnes	12 months			

SECTION VII- STANDARD FORMS

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Bank guarantee for advance payment
7. Declaration form
8. Notification of award

8.1 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 _____

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 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)

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.....			

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

Mandatory

Part 3 (a) – Pursuant to section 33(1) and 33(2) of the public procurement Assets and Disposal Act 2015 and section 26 of the Regulations 2006. This must be signed by all Directors Partner (s) /Sole Proprietor of the Company

I /we the Director(s) of Company/Firmhereby 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 section 26 of the Regulations 2006. Pursuant to section 115 of the Public Procurement and Disposal Act 2005, I/ we the Directors/Partners/Sole Proprietor of this Company/Firmconfirm that

company /Firmhas not been debarred in Kenya not to

Participate in any Tender/Bidding in Kenya.

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

SignDateStamp.....

8.1 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)

8.4 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 _____)

8.5 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)

8.6 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]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.8. 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