

ORIGINAL

Kenyatta National Hospital



**FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY
OF ORTHOPEDIC IMPLANTS**

TENDER NO: KNH/T/76/2018- 2021

Copy

Kenyatta National Hospital



Tender Document

For

**FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY
OF ORTHOPEDIC IMPLANTS**

TENDER NO: KNH/T/76/2018- 2021

TABLE OF CONTENTS

	PAGE
INTRODUCTION	3
SECTION I INVITATION TO TENDER	3
SECTION II INSTRUCTIONS TO TENDERERS	5
Appendix to Instructions to tenderers	17
SECTION III GENERAL CONDITIONS OF CONTRACT.....	19
SECTION IV SPECIAL CONDITIONS OF CONTRACT	24
SECTION V TECHNICAL SPECIFICATIONS	27
SECTION VI SCHEDULE OF REQUIREMENTS	30
SECTION VII PRICE SCHEDULE FOR GOODS.....	31
SECTION VIII EVALUATION CRITERIA.....	32
SECTION VIII STANDARD FORMS	33
8.1 FORM OF TENDER	34
8.2 CONFIDENTIAL BUSINESS & QUESTIONNAIRE FORM.....	35
8.3 TENDER SECURITY FORM	37
8.4 CONTRACT FORM	38
8.5 PERFORMANCE SECURITY FORM.....	39
8.6 BANK QUARANTEE FOR ADVANCE PAYMENT	40
8.7 MANUFACTURER’S AUTHORIZATION FORM	41
8.8 LETTER OF NOTIFICATION OF AWARD.....	42



OPEN NATIONAL TENDER NOTICE

Kenyatta National Hospital invites Bidders who are technically and financially capable to supply the following items under an indefinite-quantity framework contract.

No.	Tender No.	Description	Closing date
6	KNH/T/76/2018- 2021	Framework Contract for Supply and Delivery of Orthopedic Implants	13/11/2018

The Framework contract is open to all firms that are Manufacturers/Agents or Stockists to bid. Tenderers should submit a two-envelope bid marked "**ORIGINAL**" and "**COPY**" respectively as specified in the tender documents. All pages of submitted documents must be **serialized** by the tenderer.

The Hospital's Procurement and Stores' Management Policy is "**Just-In - Time**" purchase and items will be bought as and when required. The Hospital may award the whole tender or each of the items in the tender individually.

Tender documents with detailed Specifications and Conditions are obtainable from the KNH Website (www.knh.or.ke) or tenders.go.ke, Public Procurement Information Portal or visit the office of the **Deputy Director, Supply Chain Management** located at the Hospital's Main Administration Block Room 6 from **Monday to Friday** between **9.00 a.m. to 4.00 p.m.** upon payment of a non-refundable fee of **Kshs.1,000.00** per tender document in the form of Cash or Bankers Cheque made payable to Kenyatta National Hospital.

Bidders are required 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: procurement@knh.or.ke/procurementknh@gmail.com for records and communication of any tender clarifications and addenda.

The completed tenders shall be deposited in respective Tender Boxes as per the respective closing dates, located at entrance of Main Administration Block ground floor. Any tender document deposited in the wrong tender box shall be disqualified and returned to the tenderer.

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

FOR: CHIEF EXECUTIVE OFFICER

SECTIONII- INSTRUCTIONS TO TENDERERS

	Page
Eligible Tenderers	6
Eligible Equipment.....	6
Cost of Tendering.....	7
Contents of Tender Document	7
Clarification of Tender Documents.....	7
Amendment of Tender Document.....	8
Language of Tender.....	8
Documents Comprising the Tender.....	8
Tender Forms	9
Tender Prices.....	9
Tender Currencies	10
Tenderers Eligibility and Qualifications	10
Goods' Eligibility and Conformity to Tender Document.	11
2.14 Tender Security.....	12
Validity of Tenders.....	13
Format and Signing of Tenders.....	13
Sealing and Marking of Tenders	14
Deadline for Submission of Tender.....	14
Modification and Withdrawal of Tenders	14
Opening of Tenders	15
Clarification of Tenders.....	15
Preliminary Examination.....	16
Conversion to Single Currency	17
Evaluation and Comparison of Tenders	17
Contacting the Procuring Entity	18
Award of Contract.....	18
(a) Post Qualification.....	18
(b) Award criteria	19
(c) Procuring Entity's Right to Vary Quantities.....	19
(d) Procuring Entity's Right to Accept or Reject any Or all Tenders	19
2.27 Notification of Award.....	20
2.28 Signing of Contract.....	20
2.29 Performance Security	20
2.30 Corrupt or Fraudulent Practices.....	21

SECTION II- INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 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 a 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) Is not guilty of any serious violation of fair employment laws and practices.

- 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.

2.1.2 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.

- i. Person has the legal capacity to enter into contract for procurement or disposal.
- ii. The tenderer is not debarred from participating in procurement proceedings.
- iii. The tenderer has fulfilled tax obligations
- iv. The tenderer has not been convicted of corrupt or fraudulent practices.

2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

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

2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set criteria shall be awarded the contract.

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation toTender
- (ii) Instructions totenderers
- (iii) General Conditions ofContract
- (iv) Special Conditions ofContract
- (v) Schedule ofrequirements
- (vi) TechnicalSpecifications
- (vii) Tender Form and PriceSchedules
- (viii) Tender SecurityForm
- (ix) ContractForm
- (x) Performance SecurityForm
- (xi) Manufacturer’s Authorization Form (where applicable)
- (xii) Confidential BusinessQuestionnaire
- (xiii) Declarations that none of the directors have been convictedofcorrupt or fraudulent practices
- (xiv) Declaration that the company is not insolvent, in receivership, bankrupt or in the process of windingup.
- (xv) Declaration of conflict ofinterest
- (xvi) Declaration that the company is not debarred from participated in procurement proceedings

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

2.5 Clarification ofDocuments

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Hospital in writing or by post at the entity’s address indicated in the Invitation to Tender. The Hospital will respond in writing to any request for clarification of the Tender documents, which it receives not later than five (5) days prior to the deadline for the submission of tenders, prescribed by the Hospital. Written copies of the Hospital entities response (including an explanation of the query but without identifying the

source of inquiry) will be sent to all prospective tenderers that have received the tender document.

- 2.5.2 The 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.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, 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 amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Hospital, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the 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.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 TenderForms

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

2.10 TenderPrices

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

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

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

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 TenderCurrencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility andQualifications

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

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Hospital's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.12 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of product samples, literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, 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.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of Kshs.150,000.00/=
- 2.14.3 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 2.14.8
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by insurance company as per list given by PPOA in the form provided in the tender documents or another form acceptable to the Hospital and valid for thirty (30) days beyond the validity of the tender.

- 2.14.5 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
- 2.14.6 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.
- 2.14.7 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
- 2.14.8 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 2.29
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.30

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the 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 nonresponsive.
- 2.15.2 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," and as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 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.

The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

- 2.16.3 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.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. All bids submitted shall have their pages serialized to enhance integrity of the tender document.

- 2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Hospital at the following address

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

- (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE **13/11/2018 at 10.00a.m**”

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

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

2.18 Deadline for Submission of Tenders

Tenders must be received by the Hospital at the address specified under paragraph 2.17.2 no later than **13/11/2018 at 10.00a.m**. 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

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission oftenders.
- 2.19.3 No tender may be modified after the deadline for submission oftenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph2.14.7
- 2.19.5 The Hospital may at any time terminate procurement proceedings before contract award and shall not be liable to any person for thetermination.
- 2.19.6 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 anytenderer.

2.20 Opening of Tenders

- 2.20.1 The Hospital will open all tenders in the presence of tenderers' representatives who choose to attend, **13/11/2018at 10.00a.mat** Administration Block Supply Chain Management Department Entrance, Kenyatta NationalHospital

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

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

2.21 Clarification ofTenders

- 2.21.1 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 of the tender shall be sought, offered, orpermitted.
- 2.21.2 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.

2.22 PreliminaryExamination

- 2.22.1 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.
- 2.22.2 There will be no corrections of Arithmetic errors as per the Public Procurement and Assets Disposal Act 2015 section 82.
- 2.22.3 The Hospital entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 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 determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Hospital and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Hospital will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Contacting the Hospital

- 2.25.1 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.
- 2.25.2 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 Tenderer's tender.

2.26 Award of Contract

(a) Post-qualification

- 2.26.1 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.
- 2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Hospital deems necessary and appropriate.
- 2.26.3 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

- 2.26.4 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.

(c) Hospital's Right to Vary quantities

- 2.26.5 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 without any change in unit price or other terms and conditions

(d) Hospital Right to Accept or Reject Any or All Tenders

- 2.26.6 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 action

Notification of Award

- 2.26.7 Prior to the expiration of the period of tender validity, the Hospital will notify the both successful & unsuccessful tenderer (s) in writing that its tender has been accepted or rejected and the reasons for rejection thereof.

2.26.8 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.27 Signing of Contract

2.27.1 At the same time as the Hospital notifies the successful tenderer that its tender has been accepted, the Hospital will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.27.3 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.

2.28 Performance Security

2.28.1 After fourteen (14) 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.

2.28.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Hospital may make the award to the next lowest evaluated Candidate or call for new tenders.

2.29 Corrupt or Fraudulent Practices

2.29.1 The Hospital requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Hospital defines, for the purpose of this provision following terms as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of an Hospital official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Hospital, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Hospital of the benefits of free and open competition;

- 2.29.2 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.
- 2.29.3 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
--	---

- | | |
|--------|--|
| 2.11.1 | <p>Currency
Any price quoted in foreign currency will be converted to Ksh. at the mean rate of the central bank of Kenya ruling on the closing date of tender</p> |
| 2.13.3 | <p>Submission of samples:-

All samples and product information/literature must be submitted to the office of the Supply Chain Manager, Kenyatta National Hospital latest one day before the closing date of the tender.</p> |
| 2.14.1 | <p>Tender Security
Tender security shall be an amount of Kshs. 150,000.00.
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 authorized to transact Bid Bonds by PPRA as provided in the format in the tender</p> |
| 2.25.1 | <p>Preference
The Hospital shall not allow preference in the evaluation of tenders</p> |
| 2.27.5 | <p>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.</p> |
| 2.27.4 | <p>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.</p> <p>Sourcing of Information:-</p> |
| 2.31 | <p>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.</p> |

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions.....

3.2 Application.....

3.3 Country of Origin.....

3.4 Standards.....

3.5 Use of Contract documents and information.....

3.6 Patent Rights.....

3.7 Performance security.....

3.8 Inspection and Tests.....

3.9 Packing.....

3.10 Delivery and documents.....

3.11 Insurance.....

3.12 Payment.....

3.13 Price.....

3.14 Assignments.....

3.15 Subcontracts.....

3.16 Termination for default.....

3.17 Liquidated damages.....

3.18 Resolution of Disputes.....

3.19 Language and law.....

3.20 Force Majeure.....

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Kenyatta National 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 Pharmaceuticals, goods machinery and any other materials which the tenderer are required to supply to the Kenyatta National Hospital under the Contract.
- (d) “The Kenyatta National Hospital” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.
- (f) “Indefinite- quantity framework contract” means the contract provides for an indefinite quantity, within stated limit of goods during a fixed period of time.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Hospital for the procurement of goods.

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the 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.

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

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the 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.

3.6 Patent Rights

3.6.1 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 country

3.7 Performance Security

3.7.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Hospital the performance security in the amount specified in Special Conditions of Contract.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Hospital and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Hospital, in the form provided in the tender documents.

3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Hospital or its representative shall have the right to inspect and/or to test the goods 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.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination if conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Hospital.

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

3.8.4 The Hospital right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the goods previously been inspected, tested and passed by the Hospital or its representative prior to the goods delivery.

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

3.9 Packing

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

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Hospital in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

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

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

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed before a period of 12 months (1 year)

Where contract price variation is allowed, index mechanism to adjust prices will be based on relevant public information Cost Price Index CPI, Inflation, exchange rate and prevailing market Prices), after a period of one year. (12 months)

3.14. Assignment

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

3.15 Subcontracts

3.15.1 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

3.16 Termination for default

3.16.1 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 goods within the periods) specified in the Contract, or within any extension thereof granted by the Hospital
- (b) if the tenderer fails to perform any other obligation(s) under the Contract

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

3.16.2 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, goods similar to those undelivered, and the tenderer shall be liable to the Hospital for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the 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.

3.18 Resolution of Disputes

3.18.1 The Hospital and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

Language and Law

3.18.3 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.19 Force Majeure

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

SECTION IV- SPECIAL CONDITIONS OF CONTRACT

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.

4.2 Performance Security:

After fourteen (14) days of the notification of contract award the successful tenderer shall furnish the Hospital with the Performance Bond

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.

4.3 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) there shall be no advance payment under this contract
- (iii) payments will be made by the Hospital, within ninety (90) days after submission of an invoice and a statement or claim by the tenderer

4.4 Prices

No price variations will be allowed within 1 year of the contract.

- (a) Index mechanism to adjust prices will be based on relevant public information (Cost Price Index CPI, Inflation, exchange rate and prevailing market Prices) after one year. Unit price quoted shall be inclusive of all other charges incidental to the delivery of goods to our stores.
- (b) In case of discrepancy between prices on the tender documents and the price on the original document shall prevail.

4.5 Delivery of Goods

- (a) Delivery of the goods shall be made by the tenderer to the Hospital's store and in accordance with the time schedule prescribed by the Hospital in the Local Purchase Orders.

- (c) 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 tenderer'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. However, in the event that such delayance leads the Hospital to procure the same items from other sources the tenderer shall be liable to the Hospital for any excess cost incurred for such similar goods and refusal by the tenderer shall lead to termination.
- (c) Except as provided under the General Conditions of contract paragraph 3.20, a 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 3.17 unless an extension of time is agreed upon pursuant to paragraph 2 (b) above without application of liquidated damages.
- (d) Upon delivery of the Goods, the tenderer shall notify the Hospital and forward the following documents to the Hospital:
- (a) Copies of the supplier invoice showing Goods description, quantity, unit price, total amount and Local Purchase Order number (LPO).
 - (b) Delivery note giving details as (a) above.
 - (c) Certificate of Origin. (where applicable)

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.

4.6 Delivery Times:-

Deliveries shall not be made after 3.30 pm unless with special permission by the Chief Executive Officer, Director (C/S), Director (F &A) and Deputy Director, Supply Chain Management or any officer authorized person(s) by Deputy Director, Supply & Chain Management.

4.7 Availability of goods

The tenderer shall carry sufficient inventories to assure ex-stock supply of the Goods tendered for they must undertake to hold ex-stock a quarter of tender quantity at any time during the contract period. The items shall be supplied as promptly as possible and within the period specified on the Local Purchase Orders.

4.8 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.

4.9 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 demurrage charges shall accrue at rate of 2% of the total value and be disposed after 21 days at suppliers cost.

4.10 Breach of Previous Contract

Tenderers who defaulted on the previous year 2016 / 2018 Kenyatta National Hospital supplies contracts shall not be considered for the particular products/service they defaulted on and failed to deliver.

- 4.11** The Tenderers shall submit a statement confirming that they have not been debarred from supplying goods to other institutions.

4.12 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 branch.

4.13 Execution of Performance Bond.

If the awarded bidder fails to deliver the goods within the prescribed timeline the performance bond will be executed. This will be the difference between total tender price and the total price hospital buys from next lowest.

4.14

SampleSubmission

Sample submission form should be **filled in duplicate, original to accompany samples & copy attached to tender document where applicable**. All Samples must be submitted **atleast**one day before date of closing tenders.

SECTION V - TECHNICAL SPECIFICATIONS

See schedule of requirements

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 (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 on every printed page** 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/brochures complete and in English language will be evaluated where applicable
3. Manufacturers' Authorization must be submitted to establish that the supplier has authority to deal in the product quoted for.
5. Sample must be presentation of the actual product to be supplied.
6. Sample / Brochure 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) 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.

SECTION VIII

SCHEDULE OF REQUIREMENTS

Items listed on the schedule of requirements are minimum quantities for the framework contract, and items will be ordered as and when required during the contract period.

Bidders are required to list all the implants they are able to supply and provide the prices per item. After award suppliers will be required to provide the sets free of charge as they deliver the implants and after use, collect the sets for safe custody

SECTION X - STANDARD FORMS

10.1 FORM OF TENDER

Date _____
Tender No. KNH/T/76/2018-2021

To: Kenyatta National Hospital
P.O BOX 20723-00202, Nairobi
TEL-2726300-9.

Gentlemen and/or Ladies:

1. Having examined the tender documents including All addendum the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply & deliver (*Framework contract for supply & delivery of orthopedic implants*) 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 the item 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 12rescribed 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 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 QUESTIONNAIREFORM

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.....

PlotNo..... 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.....

- Citizenshipdetails

.....

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	CitizenshipDetails	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	CitizenshipDetails	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 59(1)(a) ,(2) and (3) of the public procurement and Asset Disposal Act and section 26 of the Regulations 2006. This must be signed by all Directors Partner (s) /Sole Proprietor of the Company (or any other applicable legislation in the Country of registration)

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

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

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

Mandatory

Part 3(b) Public Procurement & Assets Disposal Act and section 26 of the Regulations 2006 (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/Firmconfirm 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.....			

Sign Date Stamp.....

0.3 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, delivery of [*name and/or description of the item*]
(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 Hospital*] (hereinafter called “the Hospital”) in the sum of
..... for which payment well and truly to be made to the said Hospital, 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 Hospital 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 Hospital up to the above amount upon receipt of its first written demand, without the Hospital having to substantiate its demand, provided that in its demand the Hospital 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)

10.4 CONTRACTFORM

THIS AGREEMENTmadethe_____dayof_____20_____between
..... [name of Procurement entity] of [country of Procurement entity] (hereinafter
called “the Hospital) of the one part and [name oftenderer]of.....[cityand
country of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Hospital 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 andfigures]
(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 referredto:
2. The following documents shall be deemed to form and be read and construed as part of this
Agreementviz:
 - (a) the Tender Form and the Price Schedule submitted by thetenderer
 - (b) the Schedule of Requirements
 - (c) the TechnicalSpecifications
 - (d) the General Conditions ofContract
 - (e) the Special Conditions of contract;and
 - (f) the Hospital’s Notification ofAward
3. In consideration of the payments to be made by the Hospital to the tenderer as hereinafter
mentioned, the tender hereby covenants with the Hospital to provide the goods and to remedy defects
therein in conformity in all respects with the provisions of theContract
4. The Hospital 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 thecontract.

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,deliveredby_____the_____ (for theHospital

Signed, sealed,deliveredby_____the_____ (for the tenderer in the presenceof_____

10.5 PERFORMANCE SECURITY FORM

To
[name of Hospital]

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]

10.7 MANUFACTURER’S AUTHORIZATIONFORM

To *[name of the Hospital]*

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

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

[Signature for and on behalf of manufacturer]

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

10.8 LETTER OF NOTIFICATION OF AWARD

Address of Hospital

To: _____

RE: TenderNo. _____

TenderName _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

Telegram: "MEDSUP,"Nairobi
Tel.:2726300-9
Fax:2725272



KENYATTA NATIONALHOSPITAL
P.O. Box 20723-00202-KNH
NAIROBI

BANK DETAILS FORM

**INSTITUTION/COMPANY
NAME:**

--

ADDRESS

OFFICIAL STAMP

--	--

AUTHORIZED PERSONS NAME

(1)

(2)

POSITION

TELEPHONE NO.

SIGNATURE

DATE

ACCOUNT NO.:

--

BANK NAME:

BANK CODE

--	--

BRANCH NAME:

BRANCH CODE

--	--

BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE

AUTHORISED SIGNATORY:

1)

2)

--	--

BANKERS STAMP:

--

