RESTRICTED TENDER FOR

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NEW DIGITAL 3 TESLA MRI MACHINE, MRI COMPATIBLE ANESTHETIC MACHINE AND MRI COMPATIBLE VITAL SIGNS MONITOR

TENDER NO: KNH/T/123/2017-2018

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

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# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>CONTENT</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>INVITATION TO TENDER</td>
<td>4</td>
</tr>
<tr>
<td>II</td>
<td>INSTRUCTIONS TO TENDERERS</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Appendix to Instructions to tenderers</td>
<td>24</td>
</tr>
<tr>
<td>III</td>
<td>GENERAL CONDITIONS OF CONTRACT</td>
<td>75</td>
</tr>
<tr>
<td>IV</td>
<td>SPECIAL CONDITIONS OF CONTRACT</td>
<td>82</td>
</tr>
<tr>
<td>V</td>
<td>SCHEDULE OF REQUIREMENTS AND PRICE</td>
<td>83</td>
</tr>
<tr>
<td>VI</td>
<td>TECHNICAL SPECIFICATION</td>
<td>87</td>
</tr>
<tr>
<td>VII</td>
<td>STANDARD FORMS</td>
<td>89</td>
</tr>
<tr>
<td></td>
<td>7.1 FORM OF TENDER</td>
<td>91</td>
</tr>
<tr>
<td></td>
<td>7.2 CONFIDENTIAL BUSINESS &amp; QUESTIONNAIRE FORM</td>
<td>93</td>
</tr>
<tr>
<td></td>
<td>7.3 TENDER SECURITY FORM</td>
<td>95</td>
</tr>
<tr>
<td></td>
<td>7.4 CONTRACT FORM</td>
<td>96</td>
</tr>
<tr>
<td></td>
<td>7.5 PERFORMANCE SECURITY FORM</td>
<td>97</td>
</tr>
<tr>
<td></td>
<td>7.6 BANK GUARANTEE FOR ADVANCE PAYMENT</td>
<td>98</td>
</tr>
<tr>
<td></td>
<td>7.7 MANUFACTURER’S AUTHORIZATION FORM</td>
<td>99</td>
</tr>
<tr>
<td></td>
<td>7.8 LETTER OF NOTIFICATION OF AWARD</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>7.9 REQUEST FOR REVIEW FORM</td>
<td>101</td>
</tr>
<tr>
<td></td>
<td>7.10 SITE VISIT CERTIFICATE</td>
<td>102</td>
</tr>
<tr>
<td></td>
<td>7.11 BANK DETAILS FORM</td>
<td>103</td>
</tr>
</tbody>
</table>
SECTION I    INVITATION TO TENDER

TENDER REF NO:    KNH/T/123/2017-2018

TENDER NAME:    Supply, Delivery, Installation, Testing And Commissioning Of New Digital 3 Tesla MRI Machine, MRI Compatible Anesthetic Machine And MRI Compatible Vital Signs Monitor

1.1 Kenyatta National Hospital invites sealed Restricted tenders from eligible candidates for Supply, Delivery, Installation, Testing and Commissioning of New Digital 3 Tesla MRI Machine and MRI Compatible Anesthetic Machine

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at office of the Deputy Director, Supply Chain Management located at the Hospital's Main Administration Block Room 6 from Monday to during normal working hours.

1.3 A complete set of tender documents 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 between 9.00 a.m. to 4.00 p.m. upon payment of a non-refundable fee of Kshs. 1,000.00 per document in the form of Cash, Bankers Cheque or Money order made payable to Kenyatta National Hospital. Alternatively tender documents with detailed specifications and all conditions are obtainable from the KNH Website, (www.knh.or.ke or https://supplier.treasury.go.ke, IFMIS portal free of charge. Bidders are required to download the tender documents from the said websites and immediately email their names and contact details ( cell phone number, email address and company name to procurement@knh.or.ke or procurementknh@gmail.com for records and communication of any tender clarifications and addenda.

1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the entrance of the Supply Chain Department Offices and addressed to:

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

So as to be received on or before 4th June 2018 10.00Am.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend

SIGNED For:    Chief Executive Officer
2.1 Eligible Tenderers .......................................................... 6
2.2 Eligible Equipment .......................................................... 6
2.3 Cost of Tendering ......................................................... 7
2.4 Contents of Tender Document ....................................... 7
2.5 Clarification of Tender Documents .............................. 7
2.6 Amendment of Tender Document ................................. 8
2.7 Language of Tender .................................................... 8
2.8 Documents Comprising the Tender ............................. 8
2.9 Tender Forms .............................................................. 9
2.10 Tender Prices ............................................................ 9
2.11 Tender Currencies ...................................................... 10
2.12 Tenderers Eligibility and Qualifications ...................... 10
2.13 Equipment’s Eligibility and Conformity to Tender Document 11
2.14 Tender Security .......................................................... 12
2.15 Validity of Tenders ..................................................... 13
2.16 Format and Signing of Tenders ................................. 13
2.17 Sealing and Marking of Tenders ............................... 14
2.18 Deadline for Submission of Tender .......................... 14
2.19 Modification and Withdrawal of Tenders ................. 14
2.20 Opening of Tenders .................................................... 15
2.21 Clarification of Tenders ................................................. 15
2.22 Preliminary Examination ........................................... 16
2.23 Conversion to Single Currency ................................ 17
2.24 Evaluation and Comparison of Tenders ..................... 17
2.25 Contacting the Procuring Entity ............................... 18
2.26 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 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.

2.1.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the equipment under this Invitation for tenders.

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

2.2 Eligible Equipment

2.2.1 All equipment 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 equipment(s) are produced. Equipment 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

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

2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4 Contents of 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 to Tender
   (ii) Instructions to Tenderers
   (iii) General Conditions of Contract
   (iv) Special Conditions of Contract
   (v) Schedule of requirements
   (vi) Technical Specifications
   (vii) Tender Form and Price Schedules
   (viii) Tender Security Form
   (ix) Contract Form
   (x) Performance Security Form
   (xi) Bank Guarantee for Advance Payment Form
   (xii) Manufacturer’s Authorization Form
   (xiii) Confidential Business Questionnaire Form
   (xiv) Declaration form
   (xv) Request for Review Form

2.4.2 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.

2.5 Clarification of Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity’s address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring 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 procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Tender Documents

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

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

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, 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 Procuring entity, 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 the 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 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
   
   (c) documentary evidence established in accordance with paragraph 2.13 that the equipment and ancillary services to be supplied by the tenderer are eligible equipment and services and conform to the tender documents; and
   
   (d) tender security furnished in accordance with paragraph 2.14

   (e) Confidential Business Questionnaire

2.9  **Tender Form**

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

2.10  **Tender Prices**

2.10.1  The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment it proposes to supply under the contract.
2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the equipment to their final destination;

(iii) installation charges shall also be indicated separately for each equipment.

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

(a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and

(b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.

(c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

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

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

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity’s satisfaction;

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

(b) that the tenderer has the financial, technical, and production
capability necessary to perform the contract;

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Equipment Eligibility and Conformity to Tender Document

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the equipment shall consist of statement in the Price Schedule of the country of origin of the equipment 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 equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

a) a detailed description of the essential technical and performance characteristic of the equipment;

b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and

c) a clause-by-clause commentary on the Procuring entity’s Technical Specifications demonstrating substantial responsiveness of the equipment and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
2.14 **Tender Security**

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

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

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7.

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

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity 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 but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.
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 procuring entity on the Tender Form; or

b) in the case of a successful tenderer, if the tenderer fails:

   i) to sign the contract in accordance with paragraph 2.27 or
   ii) to furnish performance security in accordance with paragraph 2.28

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

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity 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

The Procuring entity 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.

2.16.1 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.

2.16.2 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.

2.17.2 The inner and outer envelopes shall:
   (a) be addressed to the Procuring entity at the address given on the Invitation to Tender.
   (b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE 4th June 2018 at 10.00am

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 Procuring entity 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 Procuring entity at the address specified under paragraph 2.17.2 not later than 4th June 2018

2.18.1 The Procuring entity 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 Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.18.2 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

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 entity 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 of tenders.

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

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 paragraph 2.14.7.

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at 4th June 2018 at 10.00am. The tenderers’ representatives who are present shall sign a tender opening register evidencing their attendance.

2.20.1 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.

2.22 Preliminary Examination and Responsiveness

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

The Procuring 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.

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

If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

Conversion to Single Currency

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

Evaluation and Comparison of Tenders

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

The Procuring entity's evaluation of a tender will exclude and not take into account:
(a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the equipment if a contract is awarded to the tenderer; and
(b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the equipment offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the equipment.

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

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

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) **Delivery schedule**
   (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity’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 of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c) **Spare parts and after sales service facilities**
   Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.
2.24.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Contacting the Procuring Entity

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

(b) Award Criteria

2.26.4 The Procuring entity 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.
2.26.5 To qualify for contract awards, the tenderer shall have the following:

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

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

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

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

2.26.8 The procuring entity 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.

2.26.1 A tenderer who gives false information in the tender document about is 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.

2.27 Notification of Award

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

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

2.27.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenders have not been successful.
2.28 Signing of Contract
2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

2.28.3 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.

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.

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

2.30 Corrupt or Fraudulent Practices

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

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

3.30.3 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

Notes on the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.

2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the equipment to be procured and the tender evaluation criteria that will apply to the tenders.

3. In preparing the Appendix the following aspects should be taken into consideration;

   (a) The information that specifies and complements provisions of Section II to be incorporated

   (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the equipment to be procured to be also incorporated

4. Section II should remain unchanged and can only be amended through the Appendix.

5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.
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.

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1</td>
<td>Tender is restricted to local or International manufacturers / distributors of New Digital 3 Tesla MRI Machine, MRI Compatible Anesthetic Machine and MRI compatible Vital Signs.</td>
</tr>
<tr>
<td>2.1.4</td>
<td>Tenderer to provide a declaration on oath that neither the company nor the directors are subject to investigation or litigation on corruption and/or fraudulent practices. The Declaration must be signed with the Confidential Business Questionnaire</td>
</tr>
<tr>
<td>2.3.2</td>
<td>A complete set of tender document can be obtained from the office of the DD, Supply Chain Management located at the Hospital's Main Administration Block Room 6 from Monday to between 9.00 a.m. to 4.00 p.m. upon payment of a non-refundable fee of Kshs. 1,000.00 per document in the form of Cash, Bankers Cheque or Money order made payable to Kenyatta National Hospital. Alternatively tender documents with detailed specifications and all conditions are obtainable from the KNH Website, <a href="http://www.knh.or.ke">www.knh.or.ke</a> or <a href="https://supplier.treasury.go.ke">https://supplier.treasury.go.ke</a>, IFMIS portal free of charge. Bidders are required to download the tender documents from the said websites and immediately email their names and contact details (cell phone number, email address and company name to <a href="mailto:procurement@knh.or.ke">procurement@knh.or.ke</a> or <a href="mailto:procurementknh@gmail.com">procurementknh@gmail.com</a>) for records and communication of any tender clarifications and addenda.</td>
</tr>
<tr>
<td>INSTRUCTIONS TO TENDERERS</td>
<td>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>2.5.1</td>
<td>Kenyatta National Hospital shall only send to all prospective tenderers that have received the tender document, written copies of responses to the queries relevant to the bid document or specifications that necessitate additional information for the clarification of the documents. There shall be a mandatory site visit at the installation site, Kenyatta National Hospital. Bidders are advised to request for private site visit at the Hospital during the working hours through sending mail to <a href="mailto:Procurementknh@gmail.com">Procurementknh@gmail.com</a> or Visiting the supply chain management office’s room no.6. Bidders MUST attach signed site visit certificate.</td>
</tr>
<tr>
<td>2.10.1</td>
<td>Price quoted shall include the total cost of supply, delivery, installation, testing, commissioning, training, civil works and pre shipment inspection and two years warranty.</td>
</tr>
<tr>
<td>2.12</td>
<td>The Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity’s satisfaction; 1. Registered offices and evidence of business premises. 2. A valid Tax compliance certificate which will be verified by KRA TCC checker or proof that the authority of that the country of origin does not pay tax 3. Evidence that tenderer has the legal capacity to enter into a contract for the procurement; 4. Evidence that the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; 5. The person is not debarred from participating in procurement t proceedings</td>
</tr>
<tr>
<td>2.14.1</td>
<td>Tender Security shall be denominated in Kenya Shillings and Shall be in: a) Cash b) A bank guarantee c) Such insurance guarantee approved by the Authority</td>
</tr>
<tr>
<td>INSTRUCTIONS TO TENDERERS</td>
<td>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</td>
</tr>
<tr>
<td>---------------------------</td>
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</tr>
<tr>
<td>2.14.2</td>
<td>The tender security shall be Kenya Shillings 3 million in the form provided under 2.14.1. It can also be in currency easily convertible to</td>
</tr>
<tr>
<td>2.15</td>
<td>Tenders shall remain valid for 120 days from the deadline date of submission of tender.</td>
</tr>
<tr>
<td>2.17.1</td>
<td>The bidders MUST submit combined technical &amp; financial bid, one original and one copy of the tender, enclosed in the outer envelope marked with the tender name and the tender identification number.</td>
</tr>
<tr>
<td>2.18.1</td>
<td>The day, date and time of closing the tender will be, 4th June 2018 East African Time</td>
</tr>
<tr>
<td>2.18.2</td>
<td>Bulky tenders which will not fit in the tender box shall can be hand delivered on the opening day at the tender box</td>
</tr>
<tr>
<td>2.19.2</td>
<td>Any withdrawal notice shall NOT be sent by cable or telex but may be sent by email</td>
</tr>
<tr>
<td>2.20.1</td>
<td>Tender will be opened on, 4th June 2018 10.00 East African Time</td>
</tr>
<tr>
<td>2.21.1</td>
<td>The request for clarification and the response shall be in writing through the:- Chief Executive Officer Kenyatta National Hospital P. O Box 20723 - 00202 Nairobi</td>
</tr>
<tr>
<td>2.24.7</td>
<td>Preference in allocation of marks is not applicable in this tender</td>
</tr>
</tbody>
</table>
2.24 Evaluation and Comparison of Tenders

**A. Preliminary Evaluation**

<table>
<thead>
<tr>
<th>No. Requirements</th>
<th>Responsive or Non Responsive</th>
</tr>
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<tbody>
<tr>
<td><strong>MR 1</strong> Tender Security of Kenya Shillings three million Kenya Shillings (Kshs 3,000,000.00) valid for 150 days from the date of tender opening. It can also be in currency easily convertible to Kenya Shillings.</td>
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<tr>
<td><strong>MR 2</strong> 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.</td>
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<tr>
<td><strong>MR 3</strong> All pages of both (Original &amp; Copy) documents Must be Sequentially Serialized by the tenderer.</td>
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<tr>
<td><strong>MR 4</strong> Must Submit a copy of the Certificate of incorporation or Registration Certificate</td>
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<tr>
<td><strong>MR 5</strong> Must Submit a copy of Valid Tax Compliance certificate or a letter from the authority that the country of origin does not pay tax or tax exemption certificate.</td>
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<tr>
<td><strong>MR 6</strong> Must submit a duly filled up Confidential Business Questionnaire, signed and stamped</td>
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</tr>
<tr>
<td><strong>MR 7</strong> Must submit dully filled form of tender, signed and stamped</td>
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<tr>
<td><strong>MR 8</strong> Attach a current bank statement for six months to demonstrate financial ability to undertake a task of this magnitude</td>
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<tr>
<td><strong>MR 9</strong> Evidence of physical registered office( attach utility bills/ lease agreement /rental payment receipt/ evidence of ownership of the premises)</td>
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<tr>
<td><strong>MR 10</strong> Must submit site visit certificate, signed and stamped by designated Hospital official</td>
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</table>

At this stage, the tenderer’s submission will either be responsive or non-responsive. The non-responsive submissions in any of the above mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.
B. Technical Evaluation

BIDDERS WILL BE EVALUATED AS PER THE BROCHURES SUBMITTED

(TO BE IMPLEMENTED AS A TURNKEY PROJECT INCLUDING CONSTRUCTION OF RF CAGE, INSTALLATION & PIPING OF MEDICAL GASES, INSTALLATION OF THE ENTIRE EQUIPMENT, TESTING AND COMMISSIONING)

THE MODEL OFFERED SHOULD BE HIGH END MODEL UNDER CURRENT PRODUCTION

THE OFFER SHOULD MEET THE SPECIFICATIONS AS FOLLOWS:

PLEASE NOTE THE COLUMNS MARKED * MUST BE FILLED BY THE TENDERER

<table>
<thead>
<tr>
<th>Tender Specifications</th>
<th>*Compliance with respect to tender specifications</th>
<th>*Deviations with respect to tender specifications</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. MAGNET</strong></td>
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<tr>
<td>i) Active shielded superconducting magnet with operational field strength of 3.0 Tesla.</td>
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<tr>
<td>ii) Magnet length less than 200 cm cover to cover.</td>
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<tr>
<td>iii) Helium Save zero boil-off technology for zero helium consumption 0.0 L/hr or less under regular scanning conditions</td>
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<tr>
<td>iv) State cryogen refill under normal conditions (in years)</td>
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<td></td>
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<tr>
<td>v) Magnet weight with cryogens at least 5000kg</td>
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<tr>
<td>vi) Magnet homogeneity (1.8 ppm / 50 x 50 x 45 cm DSV) for excellent image quality with off-center imaging and fat suppression.</td>
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</tbody>
</table>
vii) Magnet homogeneity and gradient performance over 50cm Scan Field of View (FOV) in all three axis.

viii) The gantry aperture should be not less than 70cm diameter.

ix) Coverage and imaging of large patients. Increased image accuracy for large FOV and multi-station exams.

x) Should have in-bore microphone to support two-way patient-operator communication and music.

xi) Should have Transmit/Receive Interface with connector on gantry to enable connection of Transmit/Receive coils or Multinuclear coils.

xii) Should have a hand-held technologist call button.

xiii) Should have a patient headset with built-in two-way communication that reduces acoustic noise by 30dB or better.

xiv) Should have look-out mirror with adjustable angulation.

xv) The gantry should be provided with user control panels for easy positioning.

xvi) The Gantry should have 3D laser positioning lights.

xvii) Should have preset and customizable multi-lingual Auto Voice Commands for patient communication in multiple languages

xviii) Should have intercom system – two-way Intercom connection between
the gantry and operators console area.

xix) Should have electronic patient breathing instructions in multiple languages.

xx) Should have devices for helium level monitoring in the magnet.

xxi) Should have adjustable ventilation within the bore and variable light illumination in the magnet.

xxii) A close circuit TV and CCD video camera for patient monitoring should be provided.

xxiii) Should have facility for quick shutdown of the magnet in case of emergency.

xxiv) LCD Display panel Physiological signals – like ECG/VCG, respiratory signals etc., and table position should be displayed in the console.

xxv) Should have room oxygen level indicator

xxvi) Display and identification of connected coil, table position and also remote selection of coil element must be possible.

xxvii) Should have a non-magnetic IV drip stand.

2. GRADIENT SYSTEM

i) The gradient system should be the latest generation to deliver maximum performance in terms of short TR, TE, and Echo Spacing in EPI and short TE capability in DWI. High order of stability, linearity and minimum acoustic noise is required. Please
specify noise reduction technology and reduction amount.

ii) Gradient Peak amplitude up to 45mT/m for each axis. Peak slew rate up to 200mT/m/ms All specifications on axis (x, y and z).

iii) Linearity (< 2% over 50 cm FOV) to improve geometric and diffusion accuracy, and to maximize resolution, even at the edges of the field-of-view.

iv) High order shimming capabilities with each axis independently.

v) The Gradient system should have provision for eddy current compensation.

vi) Actively shielded/Non resonant gradient system in X, Y, Z and other planes. Capable of performing single shot EPI and multi shot EPI including conventional and fluoroscopic imaging and spectroscopy.

vi) Mode of cooling is water-cooled gradient coil and solid-state amplifier.

vii) Minimum TR, TE and slice thickness in EPI including other imaging modes and minimum volume localization in spectroscopy should be specified.

viii) Max scan matrix not less than 1024 by 1024. Highest matrix available to be quoted.

ix) Min slice thickness less than 0.5mm (thinner slices preferred), Max slice thickness greater than 300mm

x) Max EPI factor greater than 200
xi) Reduced gradient acoustic noise by up to 30 dB

xii) Simultaneous optimization of B1 homogeneity and SAR (specific absorption rate) reduction.

xiii) Mechanism / safety measures to avoid peripheral nerve stimulation by high gradient stimulation.

### 3. RADIOFREQUENCY COIL RECEIVER

i) Fully digital MRI system (please specify in details).

ii) State number of independent receiver channels

iii) Specify the digital radio frequency technology and signal-to-noise capability

iv) Capability for parallel imaging and multiband acquisition (specify technical details such as reduction of acquisition time and SNR degradation).

v) Digital solid state, broad band RF System. Capable of EPI and multinuclear capability

vi) RF transmitter power to be adequate for high resolution imaging with acceptable power deposition (SAR check) in conventional and EPI mode.

vii) Real-time control of RF transmission, gradient switching, data acquisition and triggering.

x) Spectroscopy package should have capability for single voxel and multivoxel and
multislice spectroscopy acquisition for all the nuclei.

x) State whether we can receive signal from multiple surface coils simultaneously without switching or splitting the hardware/software

<table>
<thead>
<tr>
<th>4. RADIOFREQUENCY COIL TRANSMITION</th>
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<tbody>
<tr>
<td>i) Parallel RF transmission that enhances signal and image contrast uniformity, speed and consistency for all applications.</td>
</tr>
<tr>
<td>ii) Parallel RF transmission and reception (2 x 2 channels) using two independent RF sources, amplifiers and receivers enabling patient-adaptive RF shimming.</td>
</tr>
<tr>
<td>iii) Patient-adaptive RF shimming that adapts the RF (power, amplitude, phase, waveform) to each patient and each anatomy to maximize RF uniformity, contrast and consistency</td>
</tr>
<tr>
<td>iv) High-performance solid-state RF power amplifiers that allow short, complex RF pulses, even on large patients. State power rating.</td>
</tr>
<tr>
<td>v) SAR Optimization. The system should have real time SAR feedback and correction during scanning.</td>
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<tr>
<td>vi) 4D that enables the RF field to be optimized even during real-time cardiac applications</td>
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</tbody>
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<tr>
<th>5. SHIM SYSTEM</th>
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<tbody>
<tr>
<td>i) High performance and highly stable shim system with global and localized manual &amp; auto shimming for high homogeneity magnetic field for imaging and spectroscopy.</td>
</tr>
<tr>
<td>ii) Type of shim</td>
</tr>
<tr>
<td>-----------------------</td>
</tr>
<tr>
<td>a) Active</td>
</tr>
<tr>
<td>b) Passive</td>
</tr>
<tr>
<td>c) Active + Passive</td>
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</tbody>
</table>

<table>
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<tr>
<th>iii) Specify number of independent active shim channels and installed shim coils for active shimming</th>
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<tr>
<th>iv) Patient specific shimming</th>
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<tr>
<th>v) Specify dimensions of Off center FOV shimming</th>
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**6. CLINICAL PROTOCOLS**

<table>
<thead>
<tr>
<th>Should provide standard clinical protocols</th>
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</thead>
<tbody>
<tr>
<td>i) Able to create, export and store user-defined clinical protocols,</td>
<td></td>
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<tr>
<td>ii) Should be password lockable to prevent unintended changes</td>
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<tr>
<th>iii) Should provide an online platform that allows clinical protocols to be shared and downloaded</th>
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<tr>
<th>iv) Should have the option to choose flexible patient positioning. Head first or Feet first for most applications.</th>
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</table>

| v) Should have the capability of continuing the scan after pausing without losing data |       |

**Initiating the exam**

<table>
<thead>
<tr>
<th>Should provide a system that maximizes the SNR matching the area to be scanned</th>
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</table>

<table>
<thead>
<tr>
<th>i) Automatic detection and selection of the right coil and coil elements to maximize the SNR matching the area to be scanned</th>
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<tr>
<th>ii) Capability of <strong>Geometry linking</strong> to simplifying the planning, viewing and processing of multi-sequence multi-station exams, treating multi-station exams as one volume.</th>
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</table>

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<tr>
<th>iii) The system quoted should be able to do multi contrasts in a single image to</th>
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</table>
save time.

**Processing**
Smart, automated and intelligent processing of image data.
i) Processing steps to run simultaneously and in parallel with image acquisition.
ii) Progress of each processing step is clearly displayed to the user alongside the scanning progress.

**Basic Pulse Sequence**
i) The system should have basic sequences package with Spin Echo, Inversion Recovery, Turbo Spin Echo with high turbo factor of 256 or more, PD, All Gradient Echo with ETL of 255 or more, FLAIR.

ii) Single slice, multiple single slice, multiple slice, multiple stacks, radial stacks and 3D acquisitions for all applications.
iii) Single and Multi shot EPI imaging techniques with ETL factor of 255 or more. Multi echo mode with minimum turbo factor.
iv) Fat suppression for high quality images both inversion recovery and 3D Dual Echo

v) The system should have prospective motion correction in 2D and 3D in all linear direction and three rotational directions

vi) Please specify the motion correction algorithm/package for high-resolution motion free diffusion weighed imaging with multishot/ segmented EPI techniques.

vii) Dynamic study for pre and post
contrast scans and time intensity studies (wash in and wash out) and kinematics

viii) Real-time MIP, MPR and 3D surface rendering (standard or user defined volumes of interest enable elimination of unwanted signals regions) and image fusion.

ix) EPI (Echo Planar Imaging) Single shot and multi shot with ETI factor of 256 or more, it should be optimized sequences for T1, T2 and PD imaging. Perfusion, regular diffusion values (3 directions) EPI – FLAIR, EPI –IR, EPI- FLAIR diffusion Tensor, EPI - MT – FLAIR. Tensor diffusion for diffusion studies, suitable artifact / fat suppression techniques to be incorporated in the sequence to have optimum image quality

x) There should be capability of calculating ADC map (Isotropic and anisotropy from regular diffusion and tensor data.) It should be possible to perform arterial spin labeling (ASL) of the brain, and the corresponding software to give various perfusion maps with quantification possibility

xi) Includes addition, subtraction, relative subtraction, cumulation, ratios, MTC, ASL calculation

xii) User-defined image filtering (smoothing and/or edge enhancement)

xiii) T1 / T2 / rho map calculation

xiv) Delayed Reconstruction that enables various retrospective image reconstructions from raw data

xv) Diffusion registration, Diffusion (ADC, eADC, etc.) Diffusion weighted
imaging with single shot EPI, with b value of 10,000 or more. The system should have facility for ON Line automated calculation of ADC maps.

xvi) Spectroscopy: The system should have the Hydrogen, Single Voxel spectroscopy, Multivoxel, Multislice & Multiangle 2D, 3D Spectroscopy and Chemical shift imaging in 2D/3D. The complete processing/post-processing software including color metabolite maps should be available.

xvii) Advanced Cardiac Applications: Morphology/wall motion; perfusion imaging; Myocardial viability imaging; Cardiac function including EF, ED/ES volume, Cardiac output, wall thickening and wall thickness; Cardiac Tagging Techniques; Coronary artery techniques.

xviii) The system should have prospective ECG triggering and retrospective gating with navigator pulses, interactive or automatic definition of the ventricular and myocardial contours, cine imaging, grid tagging etc. Besides this comprehensive set of all post processing.

<table>
<thead>
<tr>
<th>Angiography sequences</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) MR angio – Comprehensive angio software package with and without use of contrast for the whole body.</td>
</tr>
<tr>
<td>ii) 2D TOF, 3D TOF, TOF overlapping sequence</td>
</tr>
<tr>
<td>iii) 2D / 3D phase contrast with and without gating and magnetization transfer saturation.</td>
</tr>
<tr>
<td>iv) For peripheral angio moving table angiography must be provided so that complete</td>
</tr>
</tbody>
</table>
limb can be examined in single go.

v) Bolus tracking software package must be provided.
vi) Sequences for breath hold angiography with contrast enhancement should be offered.

vii) Time resolved MRA with high temporal resolution and high spatial resolution.

**Post processing and evaluation software**

i) Image statistics – measurement of distance, area, volume, angle, SD, mean, image addition, subtraction, multiplication, division, interpolation, segmentation, threshold, histogram (ROC), volume rendering.

ii) Evaluation feature like, Zoom, rotation, scroll, roaming, image synthesis, multipoint T1, T2 calculation (more than 3) Window stretching, text dialogues, graphics, storing, searching, archiving, recalling.

iii) Facility for viewing cross reference on various sequences.

iv) Fusion software for angio (MRI, MRA and/or DSA) fMRI, DTI, tractography etc.

v) Flow quantification package for CSF with dynamic CSF flow imaging at aqueduct and spinal canal.

vii) Evaluation and display of diffusion images, full DTI post-processing software for tractography (fiber tracking with or without vector display). Fusion of DTI with perfusion, and fMRI should be possible.
viii) Perfusion Imaging to enable large anatomy coverage of the brain and in line calculation of the resulting hemodynamic data. The perfusion analysis should have capability to calculate color display of relMTT, rel CBV, relCBF. The perfusion analysis should have capability to calculate color display

ix) BOLD imaging: BOLD technique with automated 3D motion correction, z-score, and correlation analysis with color overlay on anatomical images. It should be possible to have Real Time Processing of BOLD imaging data sets for color overlay of functional and anatomic data on the main console for the complete reconstruction.

x) Cardiac post processing capabilities: calculation of ventricular area/volume, stroke volume, ejection fraction, relative ejection fraction, calculation of myocardial thickness, Time volume diagram generation.

7. CLINICAL APPLICATION PACKAGES TO BE OFFERED

i) Neurology
3D FSE-based sequence for isotropic resolution in all contrasts. T1W, T2W, FLAIR, IR, PDW, T2* DWI, Gradient echo, SWI, MR spectroscopy- single voxel, multivoxel 2D &3D with various TEs, software packages to evaluate and post process spectroscopy acquisition data.
Functional MRI,
Brain perfusion and real time evaluation software for TTP, MTT, rCBV, rCBF etc
Fibretracking - Multi Direction DTI with minimum of 256 directions. (Complete package including DTI quantification and tractography software). Spinal tractography should also be possible. Max B value of 10,000 should be available. Diffusion imaging with single shot EPI. 
- Motion correction sequence in routine in T1, T2 and FLAIR imaging.
- T2 Relaxometry and volumetric for Hippocampus
Non contrast (Time of flight, Phase contrast) and contrast Angio, Color Angio, CSF dynamics imaging technology with non-invasive quantitative flow dynamic studies and software. Both retrospective and prospective gating should be possible.

ii) **Vascular imaging**
Angiography for head, head and neck, abdomen and peripheral limbs
- time of flight
- phase contrast
- with injection of contrast medium
- dynamic angio
- 2D and 3D arterial spin labeling
- 3D volume rendering techniques
- Double Inversion recovery for “Plaque Imaging” in Carotids

iii) **Spine**
3D sequences, T1W, T2W, FatSat, total spine imaging, myelography and Gradient. Whole spine imaging with fusion software

iv) **Abdominal**
Ultra-fast, high-resolution, 2D and 3D
protocols should be provided for abdomen and pelvis. 
T1W, T2W, FatSat, in and outphase, 
Whole body Diffusion Weighted Imaging, Whole body T2W imaging, MR Colonography, MRCP, dynamic kidney, and MR Urography applications. Non contrast and contrast Angio, Color Angio, Dynamic perfusion. 
Motion correction sequence.

v) MSK 
T1W, T2W, PDW, Gradient, IR, 
FATSAT- state standard FATSAT suppression methods. MRI lymphangiography. 
Multiecho sequences. 3D Gradient echo with Water excitation, and 3D T1 fat sat. Single and multistation non-contrast and contrast angio with fusion capabilities

vi) Breast package with software
T1W, T2W, FAT SAT, STIR, DWI, 
Dynamic and Subtraction sequences. 
Silicon sequences. Spectroscopy. 
Soft tissue motion correction

vii) Prostate packages with software - 
T1W, T2W, FAT SAT, STIR, DWI, 
Dynamic with perfusion. Multiparametric imaging of the prostate including spectroscopy 
- Dedicated software for reading and reporting

viii) Dedicated paediatric and infant protocols in all sequences

ix) Liver Scan packages 
- Free breathing techniques with contrast imaging in dynamic liver scan with full 4D coverage. MR elastography. 
Measurement of iron and fat content.
Ability to visualize pathology and measure ADC values in a single breath hold in the liver and beyond. Diffusion multidirectional ie. DTI, specify number of directions 6,20,30 upto 256.

x) Oncology packages
- Whole body and other scanning modes head, neck, chest, abdomen, pelvis and musculoskeletal.
- The system should have facility to do Head to Toe imaging without shifting the patient at one go for metastases study and without any loss of SNR.
- The system should include image fusion techniques with other modalities like CT, NM and PET

xi) Cardiac
- localisation
- morphology T1, T2, Fat Sat
- cine - with arrhythmia correction
- tagging
- perfusion:
  - first pass
  - delayed enhancement
  - coronary 2D, 3D
  - flow evaluation
- Quantitative cardiac assessment
- stress techniques

Dedicated software for reading and reporting

xii) Orthopaedic - Metallic implant sensitive acquisition techniques- with correction of distortion and metal artifact reduction

xiii) All packages should include motion sensitive sequences for imaging uncooperative patients

8. COILS
i) The main body coil integrated to the magnet must be Quadrature/ CP

ii) Complete package of flexible and rigid coils with specification including:
- Type of coil - Number of channels
- Application
- Number of coil elements
- Pediatric coils

iii) High density- flexible coils

**Standard:**

- Head coil, for High resolution Brain Images. Please specify the time reduction factor with parallel acquisition techniques.

- Head/neck, neurovascular coil. Neurovascular study from Aortic arch to Circle of Willis. Please specify the max parallel imaging time reduction

- In built phase array Spine coil Mention the number of coil elements available.

- It should be possible to do Head and spine imaging together without changing the coil and the patient. It should be possible to do the same either with combination-of coils or a dedicated coil

- Phase array Whole Body coil - High density- flexible coils- 45cm FOV. Mention the number of coil elements available.

- Flex- large and small (specify number of channels)
- Paediatric coil
- Dedicated Shoulder Phased Array coil.
- Dedicated Knee coil - transmit/receive coil
- Dedicated Ankle/foot coil - transmit/receive coil
- Peripheral angio specify type and channel
- Bilateral Breast coil specify type and channel
- Coil for Cardiac Imaging with 8 channels or more. Please specify the time reduction factor with parallel acquisition techniques.
- Combination of coils

9. PATIENT COUCH

The table should be fully motorized and computer controlled table movements in vertical and horizontal directions
a) Table top that maximizes bore space with adjustable height.

b) The table should deliver the protocols for automatic bolus chasing in peripheral angio with the automatic table movement.

c) Minimum load bearing capacity of not less than 200 kg.

d) Table top: length approx. 200cm

e) Scannable range (horizontal movement range) 190cm or better.

f) State vertical range (max.height minus min.height)

g) Variable horizontal table speeds (state minimum and maximum speeds in mm/s)

10.PHYSIOLOGY MEASUREMENT
AND GATING (for adult and paediatric)

i) Wireless physiological hardware to provide synchronization for sequence triggering and gating.

ii) Wireless physiological signals shall be observed on the operator's console monitor

iii) Wireless Physiology consisting of wireless Basic Triggering Unit and respiratory module hardware

iv) Physiological synchronization for sequence triggering and gating through Wireless VCG, Wireless Respiratory and Wireless PPU (requires optional PPU Sensors)

11. OPERATOR CONSOLE

i) Scan matrix of 2048 x 2048, providing the highest resolution even with larger FOVs. This method should be compatible with all imaging methods, multi-channel coils and fast parallel imaging

ii) The operator console should communicate with the workstations. It should come with independent monitors, key board and mouse, and with multi-tasking functionality

iii) The applications required but not limited to these are:
- Emergency stop switch for patient safety
- Visual breath hold indicator lights should be included.
- Operator’s console must be connected to
the pump injector in the gantry for contrast injection of patients from the operator’s console.

10. COMPUTER SYSTEM/RECONSTRUCTION

i) Computer offered should be the latest with multitasking processors and menu driven platform.

ii) The reconstruction time for an axial scan should not be more than 100 milliseconds.

iii) The hard disk capacity for both image & raw data should be more than 1TB.

iv) It should have facility to store at least 500,000 images in 256X256 matrix or better.

v) Minimum 23-inch LCD wide-screen format color monitor enabling large overview. LCD wide screen resolution: 1900 x 1200.

vi) Minimum Windows 8.1Pro OS 64 bits.

vii) The system should be supported with archiving facility of DVD, CD & USB Main Console and workstations.

viii) Recon Computer; Should be greater than 2.8 GHz Intel Quad Core Intel processors, 64 bits, 32GB internal memory. Windows 8.1 Pro OS 64 bits. Reconstruction speed: Up to 12000 recons per second (256 FFT,
100% FOV)  
ix) Ethernet TCP/IP (10/100/1000 BaseT) standards-based image transfer with DICOM 3.0 over standard Ethernet IEEE 903.

**11. CONNECTIVITY**
i) Communication via DICOM protocols (MR DICOM standard) with HL7 support  
ii) The system and workstations must be PACS/DICOM 3.0 compatible (compliant)  
iii) It must integrate with PACS and interfacing with HIS/RIS future applications.  

iv) The system must have DICOM verification service class. DICOM facility should be included to send, store, print, receive, Query/Retrieve, MWM, (modality worklist management) and modality performed procedure step (MPPS) service etc. should be standard.  
v) DICOM Modality Worklist to provides HIS/RIS interface through DICOM Modality Worklist service class; enhances clinical workflow by importing patient demographics and study information from an information management system.  

DICOM storage commitment (SC)

vii) DICOM connectivity
activated/enabled service class user and provider (CT, MRI, other imaging modalities and spectroscopy)

viii) PC Based connectivity through PACs should be standard for easy transfer of Images & Reporting.

ix) DICOM Media
MR Studies on DVD (Read / Write)
IHE Integration Profiles
Scheduled Workflow, Patient Information Reconciliation, Consistent Presentation of Images, Basic Security · Consistent Time

x) The vendor (supplier) must provide DICOM conformance statement

xi) Upgradeability of the Host CPU – company must upgrade the host CPU hardware for a period of five years as and when it is upgraded by the firm without any extra cost to the hospital

xii) All the costs associated with connectivity of the system to the PACs and HIS/RIS is the responsibility of the vendor (i.e. interfaces, licenses, software and hardware)

<table>
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<tr>
<th>12. ADVANCED VISUALISATION MULTIMODALITY WORKSTATIONS SPECIFICATION</th>
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</table>
i) Three radiologists medical grade workstations are required. The workstations should have the following: |
ii) Workstation table, LED/TFT flat panel color monitor not less than 1600x1200 matrix, size not less than 23 inch high, resolution flicker free, 3 megapixel color display, response Time not less than 20ms, luminance not less than 500cd/m², contrast ratio 800:1 or better. Windows 8.1 Pro operating systems with at least 4GB RAM, 1TB hard-drive or larger. UPS, CPU, qwerty keyboard, mouse.

iii) Hard drive storage capacity of 1TB or higher and DVD writer to be included

iv) Workstations should communicate with each other and with the operator’s console and immediate image transfer.

v) It should have 3D, advanced level post processing software. Software should be the latest at the time of supply.

vi) The system should have standard software 2D, 3D, surface rendering, MPR including image sculpting MPR and curved MPR, email facility and other image processing tools including and not limited to: Volume rendering in color, MIP, ROI, Volume Calculation, Window Width, Window Level, Topogram Display, Cine Display, Bolus tracking, Dynamic Scan

vii) Advanced post-processing offered applications including fMRI, perfusion quantification, advanced perfusion analysis, processing of 2D/3D CSI data, with color metabolite mapping, quantification of CSF flow data, spectral analysis, EPI functional imaging and filming, vascular analysis package on at least two clients concurrently. DTI evaluation
including fibre tracking.

viii) The workstation should have display of Cardiac cine images in movie mode with rapid avi creation.

viii) Estimation of liver fat and iron and appropriate sequences required to do the estimation should be available. Please also provide software for liver whole volume and segmental liver volume calculations.

ix) It should perform all measurements and should have tools for labeling, zoom, pan, rotate, mirror, volume calculations, cine movie display in various formats etc.

x) Simultaneous visualization of up to four independent series for comparison.

xi) Images and movies can be exported to Windows PC formats as visible on screen.

xii) Automatic display of MPR Images after scan will be preferred. (axial, coronal, sagittal) on the same screen.

xiii) The workstations with at least 8GB RAM, CD/DVD Archival/DICOM Viewer.

xiv) The workstations included in the scope of supply should support all the software as listed on the main console.

xv) External access to workstations through VPN connection are required.

15) FILMING

i) Auto filming of user-selected images and series from any local or remote storing device, and from any application, should be available.
ii) Basic monochrome and color DICOM Print capability should be supported.

iii) The Film Preview application that permits image manipulation and windowing as well as rearranging film pages prior to printing is required.

iv) Window width/level, zoom, pan, rotate, mirror, Image annotation (text, arrows and lines)

v) Should be connectable to multiple modalities like CT, MRI, Angiographic systems, ultrasound, with on line PACS necessary interface must be provided. Filming must be possible with all modalities mixed on a film.

16. SYSTEM UPGRADES

i) Software upgrades that enhance the existing applications will be provided by the vendor.

ii) These changes shall include any circuit boards, software upgrades etc to enhance system capability

iii) The system should have capability of being upgraded as new technology emerges for at least 5-10 years (with better results). This must be guaranteed.

iv) Additional or new software must have the capability of being downloaded by remote computer access.

17. REMOTE DIAGNOSTICS

i) The system must have remote diagnostic capabilities via high speed
internet access. (Please provide details)

ii) The remote diagnostic capabilities must include the ability to remotely connect to the system on a regular basis to retrieve information about the system

18. ANCILLARY EQUIPMENT

i) Patient positioning accessories to include Table mattress set, head/leg support, auxiliary cart, security straps, infant immobilizer, flat table tops, arm support, knee support and immobilizing straps. Positioning wedges, Small foam wedges, Set of sandbags, Set of patient fixation straps.

ii) Slicker mattress cover for couch

iii) Gantry mounted ECG – with cardiac gating package is required for cardiac imaging.

iv) Coil Storage cart system to house all the coils and accessories such as pads, mattresses, phantoms

19. ENVIRONMENT FRIENDLY

i) System / building vibration transfer should be minimized by special vibration pads that require no facility adaptations.

ii) The unit shall be capable of operating continuously in ambient temperature of 30°C and relative humidity of 80%

iii) All the shielding requirements of the room will have to be done by the supplier.

ii) Provide a power save unique, efficient design combined with power management of the high power sub-
systems (gradient amplifiers, RF amplifiers, etc.) enable reduction in power consumption by up to 50% without affecting overall performance.

20. PUMP INJECTOR
i) A modern MRI compatible dual head pump injector for both angiography and cardiac work.

ii) Must have an extravasation detector to prevent even mild contrast extravasation.

iii) Must have saline flush capabilities and protocol options for most advanced clinical applications.

iv) To have full color touch screen with user-defined protocols with programmable interscan delay.

21. WATER COOLING UNIT
For water cooling of the MRI system. For air temperatures between 5 and 55 degrees Centigrade. Outdoor installation. Supply voltage: 415V/50 Hz. - 3 phase

22. ACCESSORIES
i) Signage for MRI safety

ii) Crash medicine cart (trolley)

iii) MRI compatible Patient trolley (1 No)

iv) MRI compatible wheel chair (2 Nos)

v) Music system for patients connected to the MRI room

vi) Storage cupboards (2Nos)

vii) Walk through metal detector and Hand held metal detector with battery
viii) Non-magnetic CO2 fire extinguisher mounted and used within MRI room. Should be complete non-magnetic aluminum shell and non-magnetic brass valve with stainless steel handles. High pressure rubber hose and a special horn for higher fire rating.
ix) Phantoms (All type imaging & spectroscopic) including structured phantoms and quality assurance as per AAPM standard for SNR in different coils spatial resolution, magnetic field inhomogeneity, eddy current compensation, RF power & inhomogeneity measurement AAPM recommended distortion measurement phantom.

### 23. PRINTER

i) Multi size Dry laser film printer must be supplied of any reputable make with 600dpi or more

- It must be a large fast printer with three film trays
- Should be able to print images from multiple imaging modalities in the department (CT, MRI and fluoroscopy machines).

ii) Paper printer – for color laser printer preferably of HP or equivalent to be provided.

### 24. POWER REQUIREMENTS

i) 400/415 VAC50/60HZ

ii) Three phase power distribution source.

iii) State power consumption including cryocooler/compressor
iv) The MRI machine should be connected to the hospital’s maintained power from the hospital’s substation

### 25. Uninterrupted power supply (UPS)

Suitable UPS compatible with MRI machine but not less than 120kVA able to provide backup power for more than 1 hour depending on the MRI machine), with Dual gradient MR and chiller

### 26. WARRANTY

i) Must provide 2 years after sales warranty. All parts and all labour costs to be included during the warranty period.

ii) Post qualification eight (8) years comprehensive service contract negotiable after the two years warranty including labour, Helium refills, spare parts and third party items which include air conditioning, UPS plus batteries, pump injector, workstations and printer.

### 27. START UPS FOR TESTING

- IV contrast media – two boxes of gadolinium bases contrast.
- Films – Laser Printer films 35cm x 45cm- 5 boxes.

### 28. SAFETY AND STANDARDS REQUIREMENTS

The equipment supplied must be new and must meet medical devices regulations, FDA approved or CSA medical standards or equivalent

### 29. TRAINING

i) Training for radiologists and radiographers must be included. The price for training must be given
separately.

ii) **Radiographers** to be trained by a certified MRI application specialist from the manufacturer before not less than one week before installation.

iii) **Radiologist training.**
Two radiologists to be trained for not less than one week at an overseers teaching clinical facility with similar equipment for advanced MRI applications (fMRI, DTI, MRS, Brain Perfusion, Cardiac MRI, etc.) before installation or within three months of installation.

iv) Ten days application training on site for radiologists/radiographers immediately following the installation by the vendor application trainer.

v) After 6 months of clinical use vendor to provide 10 days follow-up on site application training for advanced MRI applications for radiologists/radiographers.

vi) A factory technical trainer to offer on site training for Biomedical Engineers.

vii) The Qualifications of the trainers for application and clinical training must be clearly stated. Course content, written materials must be stated. This training should be in line with the hospital training terms and conditions.

**30. SITE PREPARATION WORK FOR NEW DIGITAL 3.0 TESLA MRI UNIT**
The bidder will inspect the site for feasibility before tendering and submit the layout and installation plan for approval by the HOD - Radiology/Deputy Director Facilities and services. Rates of the following components of turnkey project should be quoted separately:

a. Civil  
b. Electrical  
c. Mechanical including air conditioning

31. CHILLER  
Water chillers for Cold Head and Gradients with UPS support

32. TECHNICAL MANUALS
   i) Installation manual  
   ii) Service manuals with circuit diagrams.  
   iii) User manuals in Hard and Soft copies.  
   iv) Parts manuals for servicing the equipment.  
   v) All original system brochures, product specifications and application notes to be supplied.

The vendor is to provide spare parts and labour for not less than 9 years after the warranty period. The warranty shall start after acceptance testing and commissioning. Maintenance of the equipment after the warranty period will be negotiable.

   vi) Data sheet for each manufacturer should be availed

33. CIVIL WORKS
The vendor is to inspect the proposed installation site for complete site evaluation. The vendor must provide room layout drawings and sitting requirements.
- Area to include the magnet room, exam/technical room, control room and recovery room with oxygen points.
- Air-conditioning requirements to be stated. Power requirements to be stated. Site layout requirements to be stated.
- The vendor or supplier MUST deal with civil works which include the shielded RF MRI compatible cupper CAGE. RF door for manual operation, out swinging.
- Total weight of system should be stated which includes the magnet/crycooler, gradients, table and helium. 5G line fall within the size of the examination room.

Anti-static floor covering, table tops should be granite and painting of the installation area. Vendor will be required to install good quality doors, locks and provide good quality required furniture. The finish should be of high standard. Light fittings should be of high standard, and the switches should be of the dimmable type. Filterplate for auxiliary filters and medical gases. Sound damping measures in door, window and magnet mounting plate. Emergency ventilation system in case of Helium quench. Spare parts and cleaning material for RF-door. Magnetic site survey including Bo and 50 Hz measurement. Air conditioning installation will also be required that can cope with the heat dissipation of the MRI equipment.

**THE CIVIL WORKS MUST BE QUOTED IN KENYA SHILLINGS.**
34. INSTALLATION REQUIREMENTS
1.a) 400/415VAC 3 phase (Three-phase power distribution source) 50/60Hz
b) All the switchgear and power cabling should be included.
2. Minimum floor load bearing (supplier to comply with the available floor strength in kg/m$^2$) NB (Available suspended floor with crawlway below the floor.
3. Minimum floor area required for gantry to check in m$^2$ the available site space in the Radiology Department (KNH)
4. Minimum floor area required for other in-room system(s) in (m$^2$) supplier to check the site space available in the Radiology Department KNH
5. Area required for scanner in (m$^2$) in square meters – supplier must check the installation site in the Radiology department—KNH
6. Minimum floor area required for control console and doctor’s workstations in (m$^2$). The supplier must check the site available in the Radiology department—KNH
7. Gantry dimensions, height, width, length(HxWxL) (cm or metres) and weight in kg – supplier to indicate
8. Power unit dimensions (HxWxL) (cm or metres) and weight in (Kg) (supplier to provide)
9. Air conditioning for the MRI room, operators console, doctors workstations, and the generator. Supplier to include suitable air conditioning system. The air conditioning system should be heavy duty type with all the necessary parts plus
installation cost

<table>
<thead>
<tr>
<th>35. SUPPORTING DOCUMENTATION</th>
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<tbody>
<tr>
<td>i) Bidder must have manufacturers authorization or be OEM</td>
</tr>
<tr>
<td>ii) Bidders must be licensed to install radiological apparatus by the RPB</td>
</tr>
<tr>
<td>iii) Equipment must meet ISO 13084 or equivalent IEC 6060</td>
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<tr>
<td>iv) All supporting documentation as required in various sections to be included.</td>
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<tr>
<th>36. DUE DILIGENCE AND PRE-SHIPMENT INSPECTION</th>
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<tr>
<td>The hospital shall carry out due diligence and pre-shipment inspection by three hospital staff.</td>
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<tr>
<th>37. AFTER SALES SERVICE</th>
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<tr>
<td>After sales service centre should be available in Nairobi on 24 hours x 7 days with manufacturer trained and certified service Engineers. Availability of essential spare parts locally to reduce downtime.</td>
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</table>
TECHNICAL SPECIFICATIONS OF ANAESTHESIA MACHINE MRI COMPLIANT - QTY 1 NO.

Includes supply, delivery, installation testing and commissioning MRI complaint Anaesthesia Machine

<table>
<thead>
<tr>
<th>Tender Specifications</th>
<th>*Compliance with respect to tender specifications</th>
<th>*Deviations with respect to tender specifications</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>• For safe use in a 3.0 Tesla MRI environment.</td>
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<tr>
<td>• Able to operate at field strengths of 400 Gauss or better</td>
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<td>• With Integral magnetic field strength monitor</td>
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<td>• Volume Mode, Pressure Control Mode, SIMV,PEEP</td>
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<tr>
<td>• MRI Patient vital signs monitoring device with Pulse oximeter, O₂ monitor, NIBP, Et CO₂ sampling line, MR compatible Laryngoscope for adults and children etc</td>
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<tr>
<td>• Machine should have an integrated gas analyzer able to measure and</td>
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<td>Tender Specifications</td>
<td>*Compliance with respect to tender specifications</td>
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<td>monitor amount of anesthetic agent used at the end of a procedure and also be able to measure end tidal CO₂</td>
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<td>• Tidal volume compensation</td>
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<td>• Adult, pediatric and neonatal ventilators</td>
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<td>• Autoclavable patient breathing system latex free</td>
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<td>• Autoclavable Sensor</td>
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<td>• Power supply 240V 50 Hz</td>
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<td>• Pneumatic controlled</td>
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<td>• All fittings for O₂, N₂O and Medical Air to contain pipeline filter and check valve</td>
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<td>• O₂ gas supply indicator, which is visible from the MRI control room</td>
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<td>• Power backup about one</td>
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<td>Tender Specifications</td>
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<td>(1) hour</td>
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<td>• Serial Interface RS-232C port</td>
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<tr>
<td>• Movable trolley with antistatic castors (with brake) with built-in drawer cabinets</td>
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<tr>
<td>• Carbon dioxide absorbent canister with integrated sensing mechanism</td>
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<tr>
<td>• Should have a vertical integrated breathing system (IBS) to integrate bellows, circle system, and CO2 absorber in one compact unit</td>
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<tr>
<td>• Bellows to provide up to 1,500ml Tidal Volume</td>
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<td>- Primary drive Gas should be AIR</td>
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<td>- Same bellows should be suitable for adults, pediatrics, and</td>
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<td>neonates</td>
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<tr>
<td>- Should be able to deliver fresh gas supply direct to the patient system</td>
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<tr>
<td>- Should have Rotameter tubes for O2, AIR, N2O with regulator knobs</td>
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<tr>
<td>- With O2 Flush push button: - approx: 45L/min</td>
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<td>• Built in battery back up for approx: 90minutes</td>
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<tr>
<td>• Should have an Integrated patient suction unit</td>
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<td>• VENTILATION MODES: -</td>
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<tr>
<td>- Volume-controlled Ventilation (VCV)</td>
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<td>- Synchronised intermittent Mandatory Ventilation (SIMV)</td>
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<tr>
<td>- Pressure - controlled ventilation (PCV)</td>
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<td>- Pressure - Supported Ventilation (PSV)</td>
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<tr>
<td>- Pressure- regulated volume target (PRVT) Optional</td>
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<tr>
<td>- Other ventilation modes:</td>
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<tr>
<td>- Manual (with use of APL valve)</td>
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<tr>
<td>- Spontaneous Integrated Breathing System (IBS) complete with:</td>
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<tr>
<td>Should have an Adult/infant &quot;Bag in Bottle&quot; (ascending), Insp./exp. breathing valves, Respiratory valve for manual ventilation, Integrated CO₂ absorber, Complete with tubings, mask and rebreathing bag, Disposable filters for absorber, 120 pcs. for startup (2</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Tender Specifications</td>
<td>*Compliance with respect to tender specifications</td>
<td>*Deviations with respect to tender specifications</td>
<td>Remarks</td>
</tr>
<tr>
<td>-----------------------</td>
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<tr>
<td>disposable filters required per refill</td>
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<tr>
<td>Machine should have selectable vaporizer and supplied with three (3) No. vaporizers including: Isoflurane, Sevoflurane, and Halothane and should have an interlock system complete with Key-filler.</td>
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<tr>
<td>• Safety compliance EN 60601 - 1 - 2</td>
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<tr>
<td>CE Approved</td>
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</tbody>
</table>

2.0 **Other terms and conditions**

- Supplier shall provide original brochure (not down loaded literature)
- Supplier shall train the users operation of the equipment
- Supplier shall provide factory training for one (1) Biomedical Engineering staff at the premises of manufacturer or its approved training
<table>
<thead>
<tr>
<th>Tender Specifications</th>
<th>*Compliance with respect to tender specifications</th>
<th>*Deviations with respect to tender specifications</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>centre on maintenance and operation</td>
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<tr>
<td>• Supplier shall provide separate list and cost of consumables, service kits and upgrading kits.</td>
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<tr>
<td>• Warranty period two (2) years</td>
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<tr>
<td>• Five year post warranty service contract to be quoted separately</td>
<td></td>
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<tr>
<td>Tender Specifications</td>
<td>*Compliance with respect to tender specifications</td>
<td>*Deviations with respect to tender specifications</td>
<td>Remarks</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>For use in the MRI suite</td>
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<tr>
<td>Should have a touch screen or active colour TFT screen of not less than 10.4&quot; with a resolution of approx: 1024 x 768 or better</td>
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<tr>
<td>Should be able to measure a minimum of 6 waveforms</td>
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<tr>
<td>5 lead ECG - AAMI standard</td>
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<tr>
<td>Should be able to monitor both pediatric and adult patients</td>
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<tr>
<td>Should be able to be used on a 3.0T scanner</td>
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<tr>
<td>Should be mounted on an MRI compliant trolley</td>
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<tr>
<td>Should be able to operate on both wall power (240V AC 50Hz and should have extended life battery)</td>
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<tr>
<td>With built-in thermal line printer</td>
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<td></td>
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<tr>
<td>Should be supplied with all necessary accessories including:</td>
<td></td>
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<tr>
<td>2 sets each of Adult and pediatric NIBP Blood pressure cuffs</td>
<td></td>
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<tr>
<td>2 Skin Temperature probes</td>
<td></td>
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<tr>
<td>2 SPO₂ Probes</td>
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<tr>
<td>Should have capabilities for capnography</td>
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<tr>
<td>Should be equipped with a cardiac gating interface</td>
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<tr>
<td>Should have an artifact filter</td>
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<tr>
<td>Should be FDA Approved, CE marked</td>
<td></td>
<td></td>
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<tr>
<td><strong>Other terms and conditions</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Supplier shall provide original</td>
<td></td>
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</tr>
<tr>
<td>Tender Specifications</td>
<td>*Compliance with respect to tender specifications</td>
<td>*Deviations with respect to tender specifications</td>
<td>Remarks</td>
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<td>-----------------------</td>
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<tr>
<td>brochure (not down loaded literature)</td>
<td></td>
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<tr>
<td>• Supplier shall train the users on operation of the equipment after installation and provide service/maintenance training to 2 Biomedical Engineering staff at KNH.</td>
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<tr>
<td>• Supplier shall provide both operator and service manuals in English</td>
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<td></td>
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<tr>
<td>• Warranty period two (2) years</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>• Five year post warranty service contract to be quoted separately.</td>
<td></td>
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</tbody>
</table>
C. - Financial Evaluation

This 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 Oversight Authority price index. A written undertaking that the prices shall remain valid for 12 months from date of contract in line with the Public Procurement and Asset Disposal Act 2015 section 139(3).

(b) Ranking of Tenders according to their evaluated prices

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

Due diligence shall conducted prior to the award of the tender to confirm and verify the qualifications of the bidder who will recommended to be awarded the contract.
## SECTION III: GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Definitions</td>
<td>25</td>
</tr>
<tr>
<td>3.2</td>
<td>Application</td>
<td>25</td>
</tr>
<tr>
<td>3.3</td>
<td>Country of Origin</td>
<td>25</td>
</tr>
<tr>
<td>3.4</td>
<td>Standards</td>
<td>26</td>
</tr>
<tr>
<td>3.5</td>
<td>Use of Contract Documents and Information</td>
<td>26</td>
</tr>
<tr>
<td>3.6</td>
<td>Patent Rights</td>
<td>26</td>
</tr>
<tr>
<td>3.7</td>
<td>Performance Security</td>
<td>26</td>
</tr>
<tr>
<td>3.8</td>
<td>Inspection and Tests</td>
<td>27</td>
</tr>
<tr>
<td>3.9</td>
<td>Packing</td>
<td>28</td>
</tr>
<tr>
<td>3.10</td>
<td>Delivery and Documents</td>
<td>28</td>
</tr>
<tr>
<td>3.11</td>
<td>Insurance</td>
<td>28</td>
</tr>
<tr>
<td>3.12</td>
<td>Payment</td>
<td>28</td>
</tr>
<tr>
<td>3.13</td>
<td>Price</td>
<td>29</td>
</tr>
<tr>
<td>3.14</td>
<td>Assignments</td>
<td>29</td>
</tr>
<tr>
<td>3.15</td>
<td>Sub contracts</td>
<td>29</td>
</tr>
<tr>
<td>3.16</td>
<td>Termination for Default</td>
<td>29</td>
</tr>
<tr>
<td>3.17</td>
<td>Liquidated Damages</td>
<td>30</td>
</tr>
<tr>
<td>3.18</td>
<td>Resolution of Disputes</td>
<td>30</td>
</tr>
<tr>
<td>3.19</td>
<td>Language and law</td>
<td>30</td>
</tr>
<tr>
<td>3.20</td>
<td>Force Majeure</td>
<td>30</td>
</tr>
<tr>
<td>3.21</td>
<td>Notices</td>
<td>30</td>
</tr>
</tbody>
</table>
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 Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

(c) “The Equipment” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) “The Procuring entity” means the organization purchasing the Equipment under this Contract.

(e) “The Tenderer” means the individual or firm supplying the Equipment under this Contract.

3.2 Application

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

3.3 Country of Origin

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

3.3.2 The origin of Equipment and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.
3.4 Standards

3.4.1 The Equipment 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 Candidate shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity 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 Procuring entity’s 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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity.

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Equipment or any part thereof in the Procuring entity’s country.

3.7 Performance Security

3.7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
3.7.2 The proceeds of the performance security shall be payable to the Procuring entity 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 procuring entity and shall be in the form of
a) Cash
b) Bank guarantee
c) Such insurance guarantee approved by the Authority
d) Letter of credit

3.7.4 The performance security will be discharged by the Procuring entity 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 Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity 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. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

3.8.4 The Procuring entity’s right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment 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 and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

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

3.11 Insurance

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

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 Procuring entity as specified in the contract.

3.13 Prices

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
3.13.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15. Subcontracts

3.15.1 The tenderer shall notify the Procuring entity 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 Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
   (a) if the tenderer fails to deliver any or all of the equipment within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity;
   (b) if the tenderer fails to perform any other obligation(s) under the Contract;
   (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items
within the period(s) specified in the contract, the procuring entity 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 equipment. After this the tenderer may consider termination of the contract.

3.19. Resolution of Disputes

3.19.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

3.19.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

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

3.21. Force Majeure

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

3.22 Notices

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

3.22.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.
Notes on Special Conditions of Contract

4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the equipment being procured. In preparing Section IV, the following aspects should be taken into consideration.

(a) Information that complement provisions of Section III must be incorporated and

(b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the equipment being procured must also be incorporated.
### 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 Special conditions of contract as relates to the GCC

<table>
<thead>
<tr>
<th>REFERENCE OF GCC</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4.1</td>
<td>Equipment will be supplied as per the provided technical specifications.</td>
</tr>
</tbody>
</table>
| 3.7.1            | • The tenderer shall provide all necessary assistance, equipment, human resource and any other support required to ensure successful inspection.  
                  | • KNH will carry out a joint testing and commissioning of the equipment with the supplier to confirm that as specified in the tender document, it is working as expected upon delivery. |
| 3.8.1            | • Pre-shipping inspection shall be carried out at the manufacturer’s premises by the Hospital’s representatives |
| 3.10.1           | • The delivery of the equipment shall be at the point of installation within the hospital premises.  
                  | • Delivery of the equipment shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of |
| 3.11.1           | • The equipment under the Contract shall be fully insured by the tenderer against loss or damage incidental to manufacturer or acquisition, transportation and delivery as indicated under |
| 3.12.1           | Payment will be made through electronic fund transfer within 30 days upon receipt of invoice after supply, delivery, inspection and acceptance of the equipment. |
| 3.13.2           | Contract price variation shall not be allowed within the first twelve months. Any variation thereafter shall not exceed 10% of the original contract price. |
| 3.15.1           | Details pertaining any subcontractor (s) MUST be disclosed in the bid document |
| 3.18.1           | Any dispute arising from the interpretation or performance of this contract shall be resolved through arbitration. The arbitrator shall be appointed by the Chairperson of the Chartered Institute Arbitrators - Kenya |
5.1 The procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.

5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.
SECTION V - SCHEDULE OF REQUIREMENTS AND PRICE

PRICE QUOTED SHALL INCLUDE THE TOTAL COST OF SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING, TRAINING, CIVIL WORKS AND PRE SHIPMENT INSPECTION AND TWO YEARS WARRANTY.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE (KSHS)</th>
<th>AMOUNT (KSHS)</th>
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</thead>
<tbody>
<tr>
<td>1. MRI Machine</td>
<td></td>
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</tr>
<tr>
<td>Supply, install, test and commission as a Turnkey Project a New Digital 3 Tesla MRI machine to KNH as per Technical specifications, accessories, conditions and terms of Tender</td>
<td>LOT</td>
<td>LOT</td>
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<tr>
<td>2. MRI Compliant Anaesthetic Machine</td>
<td>LOT</td>
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<tr>
<td>3. MRI Compliant vital signs Monitor</td>
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<tr>
<td>4. Training</td>
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<tr>
<td>i) Radiographers to be trained by a certified MRI application specialist from the manufacturer not less than one before installation.</td>
<td>LOT</td>
<td>LOT</td>
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<tr>
<td>ii) Provision of not less than one week Radiologist Training for 2 Radiologists at an overseas clinical facility with similar equipment for Advanced MRI applications</td>
<td>LOT</td>
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<td>iii) Provide ten days on site Training for Radiologists and Radiographers on completion of MRI installation at KNH</td>
<td>LOT</td>
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<tr>
<td>iv) Provide ten days follow-up on-site training for advanced MRI applications for Radiologist and</td>
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<tr>
<td>ITEM</td>
<td>UNIT</td>
<td>QUANTITY</td>
<td>RATE (KSHS)</td>
<td>AMOUNT (KSHS)</td>
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<tr>
<td>Radiographers 6 months post installation of MRI at KNH</td>
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<tr>
<td>A factory technical trainer to offer on site training for Biomedical Engineers.</td>
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</table>

5. **Civil works**

i) The bidding vendor must visit site of the proposed MRI Installation Rooms. A site visit certificate must be obtained from KNH

<table>
<thead>
<tr>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
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</table>

ii) Prospective vendor must submit a detailed proposal on equipment Installation Lay-outs, Waiting and Consultation Rooms improvements

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<tr>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
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</table>

iii) Supply, Install, Test and Commission a shielded RF MRI compatible copper cage C/W RF door and accessories to specifications

| LOT | LOT | | |
|------|------| | |

iv) Add PC sum Ksh.3 million for Electrical works to supply power to the MRI Power Room to Specifications and manufactures recommendations

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<tr>
<th>LOT</th>
<th>LOT</th>
<th>3,000,000</th>
<th>3,000,000</th>
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v) Add PC sum Ksh.2 million for mechanical works for Air-conditioning of the MRI Rooms to specifications

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<th>LOT</th>
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<th>2,000,000</th>
<th>2,000,000</th>
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</table>

vi) Add PC sum Ksh.4 million for builders works and associate plumbing and drainage works to renovate/modify the MRI rooms to Specifications and Manufacturers

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<thead>
<tr>
<th>LOT</th>
<th>LOT</th>
<th>4,000,000</th>
<th>4,000,000</th>
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<tbody>
<tr>
<td>ITEM</td>
<td>UNIT</td>
<td>QUANTITY</td>
<td>RATE (KSHS)</td>
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<tr>
<td>vii) Add Ksh.2 million contingency sum for unforeseen works to be executed based on approval by the project manager</td>
<td>LOT</td>
<td>LOT</td>
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</table>

6. **Equipments Support**

1) Vendor must supply a full labour and spares inclusive warranty of not less than 2 years Post Installation and Commissioning of MRI at KNH

7. **Due diligence and pre-shipment inspection**
The hospital shall carry out due diligence and pre-shipment inspection by three hospital staff.

8. **Less Discounts given**

9. **Total Cost of Project as per specifications.**

**Costs inclusive of all Taxes applicable**

---

**NOTE:**

**Conditions for PC sums:**

All contingency sums and PC sums are subject to detailed B.O.Q and competitive bidding with relevant qualified subcontractors for the specialized works.

Authorized Official: ____________________________

Name ____________________________

Signature ____________________________

Date ____________________________
### MRI Post Qualification/Due Diligence Eight (8) Years Comprehensive Service Contract After the Two Years Warranty

<table>
<thead>
<tr>
<th>Description</th>
<th>Service contract include:</th>
<th>Post warranty period service and maintenance charges per year (indicate serve and maintenance charges for each year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service and maintenance of 3 Tesla MRI Machine and MRI Compatible Anesthetic Machine and vital signs monitor</td>
<td>Labour, Helium refills, spare parts and third party items which include air conditioning, UPS plus batteries, pump injector, workstations and printer.</td>
<td>Yr 1</td>
</tr>
</tbody>
</table>

**Total Amount**

### Compatible Anesthetic Machine and Vital Signs Monitor Post Qualification/Due Diligence Five (5) Years Comprehensive Service Contract After the Two Years Warranty

<table>
<thead>
<tr>
<th>Description</th>
<th>Service contract include:</th>
<th>Post warranty period service and maintenance charges per year (indicate serve and maintenance charges for each year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service and maintenance of 3 MRI Compatible Anesthetic Machine and vital signs monitor</td>
<td>Labour, spare parts and third party items which include air conditioning, UPS plus batteries.</td>
<td>Yr 1</td>
</tr>
</tbody>
</table>

**Total Amount**
SECTION VI - TECHNICAL SPECIFICATIONS

6.1 GENERAL

6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

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

6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

6.1.4 The tenderers are requested to present information along with their offers as follows:

(i) Shortest possible delivery period of each product
(ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses
SECTION VI - TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR A NEW DIGITAL 3 TESLA MRI MACHINE AND MRI COMPLIANT ANAESTHETIC MACHINE AND MRI COMPATIBLE VITAL SIGNS MONITOR FOR KENYATTA NATIONAL HOSPITAL ARE AS ATTACHED ON THE TECHNICAL EVALUATION CRITERIA

(TO BE IMPLEMENTED AS A TURNKEY PROJECT INCLUDING CONSTRUCTION OF RF CAGE, INSTALLATION & PIPING OF MEDICAL GASES, INSTALLATION OF THE ENTIRE EQUIPMENT, TESTING AND COMMISSIONING)
SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

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

7.2 Confidential Business Questionnaire Form

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

7.3 Tender Security Form

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

7.4 Contract Form

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

7.5 Performance Security form

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

7.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.
7.7 Manufacturer’s Authorization Form
When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the equipment where the tender is an agent
7.1 FORM OF TENDER

Date _______________
Tender No________________________

To: Chief Executive Officer Kenyatta National Hospital P.O. Box 20713-00202 Nairobi
[name and address of procuring entity]

Gentlemen and/or Ladies:

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, test and commission…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) (Whichever applied to your type of business) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form.

**Mandatory**

*Part 1 - General:*

- Business Name ....................................................................................................................................................
- Location of business premises. .................................................................................................................................
- Plot No. .......................................................... Street/Road ......................................................................................
- Postal Address ........................................ Tel No. ................. company Mobile .................
- E mail address................................................ Contact Person ................. Mobile........................
- Nature of Business,..................................................................................................................................................
- Registration Certificate No. ..................................................................................................................................................
- Maximum value of business which you can handle at any one time - Kshs. ..............................
- Name of your bankers ........................................ Branch. ................................................

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

**Part 2 (a) - Sole Proprietor**

- Your name in full ................................................................. Age ..............................................................
- Nationality ........................................ Country of origin ..........................................................
  - Citizenship details .................................................................................................................................

**Part 2 (b) Partnership**

- Given details of partners as follows:
<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
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</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
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<td>5</td>
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</table>
Part 3 (a) - Pursuant to section 59(1)(a), (2) and (3) of the Public Procurement Assets and Disposal Act related Regulations. This must be signed by all Directors, Partner(s), Sole Proprietor of the Company (or any other applicable legislation in the Country of registration).

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

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

<table>
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<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Signature</th>
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</table>

Mandatory

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Signature</th>
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NB: If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

Sign .................................. Date .................................. Stamp.....................
7.3 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, 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)
7.4 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 equipment ] and has accepted a tender by the tenderer for the supply of those equipment 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 equipment 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 equipment 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 ____
7.5 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 equipment] (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)
7.6 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]
7.7 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 equipment] 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 equipment
manufactured by us.

We hereby extend our full guarantee and warranty as per the General
Conditions of Contract for the equipment 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.
7.8. 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.

7.7.1 Please acknowledge receipt of this letter of notification signifying your acceptance.

7.7.2 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.

7.7.3 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
APPLICATION NO…………..OF ………….20……...

BETWEEN
…………………………………………….APPLICANT AND
…………………………………………RESPONDENT (Procuring Entity)

Request for review of the decision of the…………… (Name of the Procuring Entity) of
……………dated the…day of ………….20………. in the matter of Tender No……………of
……………20...

REQUEST FOR REVIEW
I/We……………………………, the above named Applicant(s), of address: Physical
address……………………Fax No…..Tel. No…….Email ………….., hereby request the
Public Procurement Administrative Review Board to review the whole/part of
the above mentioned decision on the following grounds, namely:

1.
2.

etc.

By this memorandum, the Applicant requests the Board for an
order/orders that: 1.

2.

etc

SIGNED ……………….(Applicant)

Dated on…………….day of ……………/…20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
…………… day of……………20...............
KENYATTANATIONALHOSPITAL
P.O. Box 20723- 00202-KNH
NAIROBI

BANK DETAILS FORM

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<th>INSTITUTION/COMPANY NAME:</th>
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<tr>
<th>ADDRESS</th>
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(1)

(2)

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<tr>
<th>AUTHORIZED PERSONS NAME</th>
<th>POSITION</th>
<th>TELEPHONE NO.</th>
<th>SIGNATURE</th>
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BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE

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<th>AUTHORISED SIGNATORY:</th>
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<th>2)</th>
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<th>BANKERS STAMP:</th>
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KENYATTA NATIONAL HOSPITAL
SITE VISIT/ SURVEY CERTIFICATE

TENDER NO: KNH/T/123/2017-2018

Bidders Name: ........................................................................................................

Address: .....................................................................................................................

This is to confirm the above noted bidder visited KNH site on............. at 10.00Am.

Bidder’s Representative

Name: ..............................................Sign.......................... Date.............................

KNH Representative:

Name: ..............................................Sign............... Date: .................................

This is to confirm the above noted bidder visited KNH site

On .................................................................

Bidders are advised to request for private site visit at the Hospital during the working hours through sending mail to Procurementknh@gmail.com or Visiting the supply chain management office’s room no.6