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KISII TEACHING & REFERRAL HOSPITAL

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**SUPPLY, DELIVERY AND INSTALLATION OF
THEATRE EQUIPMENT'S**

TENDER NO

KTRH/ME/GRT/29/2016-2017

**ALL TENDERERS ARE ADVISED TO READ
CAREFULLY THIS TENDER
DOCUMENT IN ITS ENTIRETY BEFORE MAKING
BID**

A. Tender Submission Format – Non financial proposal

This order and arrangement shall be considered as the Tender Submission Format, Non-Financial. Tenderer shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided	Official Use only
1	Submission of tender document: Hard copy document		
2	A Copy of Certificate of Registration /incorporation		
3	Copy of Valid Tax Compliance Certificate		
4	PIN/VAT Certificate		
5	Copy of valid Local Authority License – Business Permit		
6	Evidence of past experience (LPOs, LSOs, Agreements)		
7	Confidential Business Questionnaire Fully filled		
8	Dully filled form of tender		
9	Company profile		
10	Curriculum vitae for the technical persons		
11	Original brochures of the equipments		
12	Copy of registration certificate for either youth, women or persons with disabilities		

A. Tender Submission Format- Financial Proposal

This order and arrangement shall be considered as the tender submission format, financial. Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick where provided	Official use
1.	Authority to seek reference from yours (tender) bankers and current bank statement for the last six months		
2.	Audited financial statements. The audited financial statements required must be those that are reported within fifteen (15) calendar months of date of the tender document.(for companies or firms that are registered or incorporated within the last one calendar year of the date of the tender document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of tender document. The copies should be certified by the bank issuing the statements. The certification should be original.		
3.	Evidence of adequacy of the working capital and access to bank credit line.		

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INTRODUCTION

1.1 This standard tender document for supply, installation and Commissioning of plant and equipment has been prepared for use by public entities in Kenya.

1.2 The following general conditions should be observed when using the document.

- a) Specific details should be furnished in the tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
- b) The instructions to the tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contracts and the appendix to instructions to the tenderers.

1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.

1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations as a letter of invitation addressed to tenderers who have expressed interest following an advertisement of a prequalification tender.

1.5 The cover of the tender document shall be modified to include:

- I. Tender number
- II. Tender name
- III. Name of KTRH

SECTION I INVITATION TO TENDER

TENDER REF NO KTRH/ME/GRT/29/2016-2017
TENDER NAME SUPPLY, DELIVERY & INSTALLATION OF THEATRE EQUIPMENT'S

- 1.1 The KTRH invites sealed tenders from eligible candidates for supply of supply, delivery & installation of theatre equipment's
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **KTRH Procurement office** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates at KISII TEACHING & REFERRAL HOSPITAL website: **www.ktrh.or.ke**
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 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 CHIEF EXECUTIVE OFFICER'S OFFICE at the KISII TEACHING & REFERRAL HOSPITAL

Or be addressed to

THE CHIEF EXECUTIVE OFFICER
THE KISII TEACHING AND REFERRAL HOSPITAL
P.O BOX 92-40200
KISII

so as to be received on or before **Thursday, 5th January, 2017**

- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **KTRH Conference Hall**

For

SUPPLY CHAIN MANAGEMENT OFFICER
KISII TEACHING & REFERRAL HOSPITAL

SECTION II - INSTRUCTIONS TO TENDERERS

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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 KTRH employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 KTRH to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders
- 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 and installed 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. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 The origin of 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 KTRH, 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 5000.00
- 2.3.3 The KTRH 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 KTRH in writing or by post at the entity's address indicated in the invitation for tenders. The KTRH 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 KTRH. 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 KTRH 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 KTRH, 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 KTRH, 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 KTRH, 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 goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire

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 and installation 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 goods to their final destination; and
- (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 KTRH'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 tenderer's qualifications to perform the contract if its tender is accepted shall establish to the KTRH'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 Goods 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 goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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

2.13.4 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 KTRH 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 KTRH 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 KTRH.

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 KTRH on the Tender Form; or
- b) In the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27
 1. or
 - ii) to furnish performance security in accordance with paragraph 2.28

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

2.15 Validity of Tenders

- 2.15.1 Tenderers shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the KTRH, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the KTRH as non responsive.
- 2.15.2 In exceptional circumstances, the KTRH may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The KTRH 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.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the KTRH 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 **Thursday, 5th January, 2017 at 10.00 AM**
- 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 KTRH will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tender

2.18.1 Tenders must be received by the KTRH at the address specified under paragraph 2.17.2 not later than **Thursday, 5th January, 2017 at 10.00 AM**

2.18.2 The KTRH 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 KTRH and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the KTRH 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 KTRH 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

2.20.1 The KTRH will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 AM Thursday 5th January, 2017** at the **KTRH Conference Hall**

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

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

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

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

2.22.3 The KTRH may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the KTRH 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 KTRH's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

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

- (a) In the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

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

2.24.4 The KTRH'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 KTRH 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 KTRH'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 KTRH 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 KTRH

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the KTRH 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 KTRH 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 KTRH 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 KTRH 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 KTRH 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 KTRH 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) KTRH's Right to Accept or Reject Any or All Tenders

2.26.6 The KTRH 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 KTRH'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 KTRH 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

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the KTRH 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 KTRH will simultaneously inform the other tenderers that this tender have not been successful

2.28 Signing of Contract

2.28.1 At the same time as the KTRH notifies the successful tenderer that its tender has been accepted, the KTRH 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 KTRH.

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 T h i r t y (30) days of the receipt of notification of award from the KTRH, 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 KTRH.

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 KTRH 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 KTRH 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.

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

2.30.3 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 KTRH 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 KTRH should specify in the appendix information and requirement specific to the circumstances of the KTRH, the goods 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 goods 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 regulation

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 KTRH and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the KTRH under the Contract.
- (d) “The KTRH” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the KTRH 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 Goods were mined, grown or produced.

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The Candidate shall not, without the KTRH'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 KTRH 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 KTRH'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 KTRH and shall be returned (all copies) to the KTRH on completion of the Tenderer's performance under the Contract if so required by the KTRH

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the KTRH against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the KTRH'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 KTRH 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 KTRH 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 KTRH 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 KTRH 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 KTRH or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The KTRH 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 KTRH.

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

3.8.4 The KTRH'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 KTRH 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 KTRH 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 KTRH 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 KTRH 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 KTRH's prior written consent

3.15. Subcontracts

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

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

3.16.2 In the event the KTRH 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 KTRH 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 KTRH shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to

- 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.19. Resolution of Disputes

3.19.1 The KTRH 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 its 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

SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

- 4.1 The clauses in this section are intended to assist the KTRH 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 KTRH and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

- 5.1 The contract is for Supply, Delivery and, installation of THEATRE EQUIPMENT'S
- 5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.

SECTION VI - QUALIFICATION CRITERIA

01. The bidder must be a manufacturer or his authorized agent specifically against this bid for the subject goods) and had successfully executed contracts for similar and/or identical goods in the past three years prior to the date of Bid opening.
02. Bidders, meeting the above requirements except for successful execution of contracts for last three years, may also participate in the bidding process, provided they have valid on-going collaboration agreement with a manufacturer, who in turn, fully meets the criteria specified in clause 01 above and provided also, the bidder furnished an undertaking jointly executed by it and the collaborator for satisfactory designs, manufacture, erection, commissioning and performance of the goods and services offered including all warranty obligations.
03. The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The bidder shall also furnish details of Equipment and Quality Control in the enclosed Proforma 'B'.
04. Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.
05. There will be a test by the radiation protection board done in the presence of the hospital by biomedical engineer.

**SUMMARY OF TECHNICAL SPECIFICATON
ANNEXURE II**

To be submitted in cover A

- Technical bid

SI	NAME OF FIRM	NAME OF MANUFACTURER	MAKE	MODEL NAME	DETAILS OF OFFERED PRODUCT

Note: the questionnaire below must be duly filled in and should be enclosed with the bid. Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire. Clauses not applicable or not relevant may be marked.

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation/ furnished separately)
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification And scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that equipment catalogue and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ deviations furnished.	
6.	Confirm that the device is not more than five years old	
7.	Confirm that the device can work in a tropical climate	
8.	Confirm that the device meet local quality standards.	
9.	Confirm whether there is any a service password and software backup and any other special tools	
10.	Does the device have readily available spare parts for five or more years locally	
	D. Commercial	

1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
4.	It is noted that the statutory variations in taxes and duties within the Contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by you	
7.	Confirm that in case of delay on your account any new or additional duties and taxes imposed after the contractual delivery date shall be to your account. This will be in addition to Price Reduction for Delay in Delivery	
9.	Indicate Firm Delivery Period, which shall be counted from the date of placement of order and date of commissioning and acceptance of the installed equipment by purchaser's representative shall be considered as the delivery completion date	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
12.	Quality Control Reports and Test Certificates, whenever applicable, shall be handed over to the purchaser along with the equipment.	
13.	a) Confirm that erection, commissioning, trial run and handing over to the purchaser, after successful commissioning is your responsibility at no extra cost. b) Specify facilities (if any), like water supply/ electric power to be provided by the purchaser for commissioning of the equipment.	
14.	Packing / forwarding, transportation, loading/unloading and insurance are your responsibility. However, to protect the equipment from physical damages and/or deterioration due to weather during transit, you are to ensure proper packing & lifting arrangement.	

15.	The material / equipment shall be guaranteed against any and all defects in design, workmanship, material & performance for a period shown in the Technical specification, from the date of commissioning and handing over to the purchaser. Should any defect detected or develop during the guarantee period, it shall be remedied promptly free of cost by the supplier and all expenses including transportation of goods necessitated for such repair and replacement shall be done by the	
16.	Confirm that Performance Bank Guarantee shall be furnished for 5% of the total order value valid till guarantee period of the goods.	

Statement regarding deviation from technical specification (if any

Following are the technical deviation and variation from the purchaser technical specification

SI	ITEM NAME	CLAUSE OF TECHNICAL SPECIFICATION	STATEMENT OF DEVIATION (IF ANY

In case there is no deviation from technical specification please mention no deviation

Details of technical specification of the product offered by the bidder

SI	ITEM NAME	MAKE	MODEL	DETAILS SPECIFICATION (PRODUCT OFFERED)

SUMMARY OF EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted along the following three stages: -

Stage1: Preliminary Stage;

- i. Filled and stamped form of tender
- ii. Filled and stamped confidential business questionnaire
- iii. Attached a bid bond of 2% of the quoted amount
- iv. Attached valid tax compliance certificate
- v. Attached a KRA Pin certificate
- vi. Attached valid operation business permit (License)
- vii. Attached an Incorporation Certificate
- viii. Attached certified copy of registration certificate for either youth, women or persons with disabilities

NOTE:

Any firm that will not meet the evaluation criterion of stage 1 (Preliminary stage), will not proceed to stage 2 (Technical specification stage)

Stage 2: Technical Specifications stage:

- i) Attached Bronchus
- ii) Attached prove of working experience
 - a. Copy of completion certificate
 - b. L.S.O'S or L.P.O'S of related work done
 - c. Contract agreement of related work done
- iii) Attached prove of availability of at least two personnel by:
 - a. Attaching their curriculum vitae
 - b. Attaching their certificates indicating their academic qualifications
- iv) Attached recommendation letters of at least two recognized organizations
- v) Met specifications

NOTE:

Any firm that WILL not meet the evaluation criterion of stage 2 (Technical specifications stage), will not proceed to stage 3(Financial stability stage)

Stage 3: Financial Stability stage:

- i) Attach latest certified Audited Accounts statements reported within twenty four (24) calendar months from date of the tender document
- ii) Attach latest certified Bank Statements covering a period of at least six months prior to the date of tender document

- iii) Attach certified recommendation letter from a reputable financial organization indicating the credit worth of the firm.
- iv) Amount quoted

***NOTES ON EVALUATION PROCESS:-**

1. For Foreign Candidates please give the VAT Registration Certificate or its equivalent in the country of Candidate or a statement from the tax authorities in the Candidate's country of origin indicating that such certificate or its equivalent is not issued.

TENDERING CONDITION OF THE CONTRACT

Inspection and Tests

The Purchaser shall have the right to inspect and/or test the equipment for conformity to the Contract Specifications.

- a. In case any inspected or tested equipment's fail to conform to the specifications, the Purchaser may reject them and the supplier shall either replace the rejected equipment's or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- b. The supplier shall provide installation and standard tests for the individual equipment before the delivery of the system at site.
- c. The supplier shall test each individual equipment and the complete system after installation at site and prepare a test report. This shall be compared with the factory test report to ensure that there is no deterioration in the equipment parameters during storage, transportation and installation.
- d. Leaflets and literature should invariably be attached for ready references along with complete documentation of all the measurements conducted during installation period which shall be submitted by the supplier for future reference.
- e. The technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the supplier at the time of handing over the completed works.
- f. For the purpose of taking over the equipment/system supplied pursuant to this contract, an acceptance test shall be carried out at the Purchaser/Consignees destination site. The equipment which meets the acceptance test shall only be accepted by the Purchaser.
- g. Acceptance Test at site shall be conducted of individual equipment and

complete system to ensure that individual equipment and complete system meets the technical specifications and other operational and technical requirements of tender.

- i. The Purchaser shall have the right to reject any individual equipment or complete system, if in its opinion the same does not meet technical specifications, operational or technical requirements. The decision of the purchaser in this regard shall be final.
- ii. The delivery, installation or commissioning shall not be deemed to have been completed unless all the equipment's and systems are accepted by the purchaser.
- h. Before the equipment is taken over by the Purchaser/Consignee, the Supplier shall provide manuals of the equipment/systems. This shall include the following:
 - i. System Interface Drawings, Wiring diagrams
 - ii. System Interconnection and Block diagrams
 - iii. User Operation Manuals
 - iv. Equipment Maintenance Manuals

19. Spare Parts

- a. The Bidder will undertake that supplies of necessary maintenance equipment and spare parts will be made available for all items/equipment's and the complete system for at least two years on a continuing basis. However, this does not relieve the supplier of any warranty obligations under the Contract.
- b. The Bidder shall include in his tender, the details of essential spares, and their quantity and unit prices as per schedule of requirements. Detailed explanation to confirm that quantity of spares quoted as per requirement of this clause shall be given.
- c. In addition to the essential spares, Bidder shall indicate additional recommended quantities of spares for efficient maintenance of the equipment and the systems for a period of 2 years, after the completion of warranty period, to ensure that the quality and reliability objective is achieved. The details on which unit price and the total cost or recommended spares is based shall be included in the tender as an option. However, the cost of such recommended spares shall not be considered for tender evaluation.

20. Warranty

- a. Complete system including all other components, accessories, etc. (wherever applicable) should have comprehensive (labour & spares) onsite-warranty for two years; commencing from the date of issue of

installation certificate by the institute.

This service contract must cover all spare parts. It must also include a scheduled quarterly Planned Preventive Maintenance program, and the corrective maintenance as needed, and in addition, an annual Quality Assurance session performed by Service Engineers properly trained at the factory.

During the warranty period, the guaranteed uptime of 95% of 365 days (working hours of 24 hours per day) will be ensured. In case the down time exceeds the 5% limit, penalty of extension of warranty period by two days for each additional day of down time will be enforced.

The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. The price comparison shall be made taking into account on basic price and post- warranty CMC.

Post guarantee annual comprehensive maintenance contract (CMC) to cover main equipment and all accessories supplied with the unit should be quoted separately for additional two years with year-wise break up.

All updates related to the safety and reliability of the system shall be made available free of charge during both the warranty period and during the service contract. The Tenderer must make available any and all software and hardware upgrades released during the warranty & service periods, free of charge.

b. Incremental Cost (if any) for, up-gradation, if required, should form part of the contract for the Warranty and Post Warranty period.

c. The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire system being offered, at short notice during the warranty and post warranty period. The technical maintenance personnel of the supplier responsible for supervision and maintenance shall be available to reach the site(s) within 12 hours' notice.

d. If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.

e. If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.

f. All faults appearing and their rectification shall be periodically advised to the hospital, the period being not more than a month.

h. The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.

21. After-Sales Services & Comprehensive Maintenance Contract (Post-

warranty CMC)

After-sales services will be provided by the supplier during and after guarantee period of the equipment. Details along with the yearly Comprehensive maintenance charges for two year after warranty shall be forwarded.

22. Previous Installations

The names and address of the institutions/hospitals where the supplier has already installed/supplied the equipment indicating the dates of installations may be given.

23. Delivery, Installation and Commissioning

The equipment should be new and unused

- a. Delivery of the goods at the Institute premises shall be completed by the Supplier within 6 weeks from the date of Supply Order, and installation should start within 10 days of arrival of equipment.
- b. The installation, testing and commissioning of the proposed system shall be completed within 2 weeks.

24. Incidental Services

- a. The supplier is required to provide Hardware and Software upgradation from time to time, at mutually agreed terms. During warranty all Software updated version / up gradations are expected to be provided at free of cost to Purchaser.

- b. Further, any bugs/shortcomings detected by the purchaser/user as well as the supplier himself shall be rectified at free of cost to purchaser beyond warranty period.

25. Site Preparation

- a. The site for installation of the equipment shall be provided by the purchaser as per the required specification and environmental conditions before the installation of System
.The vendor will be eligible to inspect the proposed site after obtaining permission.
- b. Site Plan and System layout plan or other related works shall be prepared by the supplier.

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 KTRH 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 addressee

**PRICE SCHEDULE AND TECHNICAL SPECIFICATION FOR THE PROPOSED
SUPPLY, DELIVERY & INSTALLATION OF THEATRE EQUIPMENT'S**

ITEM NAME	GENERAL TECHNICAL SPECIFICATIONS	QTY	RATE	TOTAL COST
<p>OPERATING TABLE</p> <p>(MULTIFUNCTION, ELECTRIC/HYDRAULIC DRIVEN)</p>	<p>operating table for carrying out treatments, dressing interventions and operations of general surgery (3-4 surgeries daily).</p> <p>all exposed metallic parts shall be made from stainless, acid proof steel.</p> <p>the table base shall be mobile and shall have central brakes</p> <p>back rest and leg rest inclination angle, trendelenburg and reverse-trendelenburg positions and height adjustment of the table top shall be activated by electro - hydraulic system</p> <p>the table top shall be translucent for x-rays with 5 separate sections</p> <p>table top length approximately 2000 mmtable top width approximately 600mm</p> <p>minimal height of the table 750mm</p> <p>maximal height of the table 1100mm indicatively</p> <p>trendelenburg at least 25°</p> <p>reverse trendelenburg at least 25°</p> <p>lateral tilt at least 18°</p> <p>back rest inclination angle at least +55° to -25°</p>	1 SET		

	<p>head rest inclination angle at least 45° up</p> <p>head rest inclination angle at least 20° down</p>			
<p>ANAESTHESIA TROLLEY MACHINE</p>	<p>anesthesia machine used for delivering anesthesia agents to patient during surgery procedures. the complete set-up shall also ventilate the patient</p> <p>patient monitoring system ecg, etco2, pulse oximeter and airway pressure, nibp, rectal/&skin temperature.</p> <p>the full system shall be completed with :</p> <p>anaesthesia gas delivery system, o2/n2o/compressed air . circle absorber system.</p> <p>precision vaporiser for halothane</p> <p>anaesthesia ventilator</p> <p>patient circuit</p> <p>anesthesia gas delivery system:</p> <p>shall have provision for delivery of oxygen, nitrous oxide and medical air with</p> <p>pressure gauges.</p> <p>oxygen and nitrous oxide should be linked either mechanically or pneumatically to</p> <p>ensure a minimum of 25% oxygen delivery at all times</p> <p>to avoid delivery of hypoxic</p>	<p>to UNIT</p>		

	<p>mixture.</p> <p>shall have audio-visual oxygen failure warning system with nitrous oxide cut off.</p> <p>shall have back bar iso pin type to attach vaporizer easily.</p> <p>flowmeter oxygen : 0÷2; 2÷10 litres/min, minimum range</p> <p>flowmeter n2o : 0÷2; 2÷10 litres/min, minimum range with safety mechanism (hypoxic link) or similar</p> <p>flowmeter , medical air 0÷10 litres/min.</p> <p>shall be supplied with necessary attachments for use of the breathing circuits (ruben , baird, jackson-rees or magill)</p> <p>construction :</p> <p>shall have top shelf to keep monitors and a tabletop with drawers to keep anaesthetic drugs, equipments etc.</p> <p>castor wheels should be durable , moisture resistant and antistatic</p> <p>the anaesthesia machine frame shall be made of rust proof material/stainless steel</p> <p>or sheet steel protected with epoxy-paint</p>			
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standard circle absorber system

shall have adjustable pressure limiting valve, breathing circuit pressure measuring device.

shall have a bag/ventilator selecting valve integrated onto the absorber.

facility to attach oxygen sensor

shall have co2 absorbent chamber canister (soda lime)

precision vaporizers (temperature, pressure and flow compensated) for halothane

should be easy to mount and dismount from the back bar

vaporisers shall have iso pin type (selectatec) mounting and vaporizer interlocking

Facility

shall have a standard filling port with keyed filling device

should be designed for transport with liquid in vaporiser chamber with protection

against tipping and shaking

maintenance free vaporizer

Ventilator

shall be a bag in bottle anaesthesia ventilator with standing (ascending/piston)

Bellows

shall be supplied with adult and paediatric bellows

shall be able to set tidal volume, respiratory rate and i:e ratio

ventilator should have audible alarms for ventilator failure, low oxygen supply pressure, inadequate volume delivery, disconnection alarm, and power supply failure.

ventilation mode: cmv-sv – manual , minute volume: 2 – 30 l/mn

tidal volume: approx.50 – 1400ml , breathing frequency: approx.6-60 times/min

accessories :

accessories required for ventilator :

resuscitators , adult / child : 1 each

set of face masks , 3 sizes : 2 each

corrugated hoses and tubing set for pipeline o2 : 2 sets

corrugated hoses and tubing set for pipeline air : 2 sets

accessories required for anaesthesia machine :

hose assembly for piped oxygen supply : 2 sets

hose assembly for piped nitrous oxide supply : 2 sets

hose assembly for piped air supply : 2 sets

regulator and manometer for the pipe pressure hose

	<p><i>(60 psig) : 1 set</i></p> <p><i>connection from ventilator to anaesthetic apparatus , autoclavable/reusable : 1 set</i></p> <p><i>test bag, 1 litre : 2</i></p> <p><i>peak flow meter : 1</i></p> <p><i>power cord with grounding wire : 1</i></p> <p><i>dust cover : 1</i></p> <p><i>bellows assembly, adult / children : 2 each</i></p> <p><i>patient circuit , magill type , complete , adult / children . . shall be reusable : 2</i></p> <p><i>each</i></p> <p><i>spirometer (peak flow meter for anaesthesia procedures)</i></p> <p><i>consumables for anaesthetic unit for 2 years operation:</i></p> <p><i>battery cell (as appropriate)</i></p> <p><i>soda lime for circle absorber (5kg/pack) : 10 packs for 1 unit</i></p>			
THEATER OPERATING LIGHTS	<p><i>surgical light head, light emitting diodes with five projectors ceiling suspended</i></p> <p><i>light intensity (ec) at least 150 000 lx</i></p>	1 UNIT		

	<p><i>color rendering index (general) ra 96</i></p> <p><i>color rendering index (red) r9 89</i></p> <p><i>light field size 15 – 30 cm.</i></p> <p><i>colour temperature 4200° kelvin</i></p> <p><i>working range without focusing approximately 70 – 140 cm</i></p> <p><i>power supply 220 vac, 50 hz</i></p> <p><i>adjustable light intensity</i></p> <p><i>power supply , 220v/50 hz.</i></p> <p><i>power stabilizer shall be supplied</i></p>			
<p>SUCTION PUMP MACHINE</p>	<p><i>suction unit for major surgery procedures . mains-powered, mobile on 4 antistatic</i></p> <p><i>castors, abs casing and 2 graduated canisters of 2,000ml</i></p> <p><i>each made of</i></p> <p><i>polycarbonate autoclavable at 121°c and disposable suction bags</i></p> <p><i>shall require no maintenance nor lubrication</i></p> <p><i>oil-free pump, maximum suction of at least 500 mm hg</i></p> <p><i>free flow rate at least 25 l/min</i></p> <p><i>main switch with pilot lamp . fuses</i></p> <p><i>pedal action</i></p> <p><i>shall be equipped with a protective thermal cut-out relay.</i></p> <p><i>shall be equipped with motor-protection cap that totally prevents aspirated liquids or secretions from reaching and damaging the</i></p>	<p>1 PC</p>		

	<p><i>vacuum pump</i></p> <p><i>suction command with continuous adjustment , vacuometer</i></p> <p><i>2x2,000ml canisters with airproof screwing-cap with independent overflow devices</i></p> <p><i>. fast connectors and silicone tubing</i></p> <p><i>power supply : 220vac.50hz.</i></p> <p><i>ventilation fan for overheating</i></p> <p><i>sound level: shall be not more than 55 dba</i></p> <p><i>accessories</i></p> <p><i>silicone tubing , sterilizable</i></p> <p><i>transparent cannula holder, sterilizable</i></p> <p><i>anti-bacterial filters (4)</i></p> <p><i>set of 4 canulaes with holder : yankhauer , soft universal yankhauer</i></p> <p><i>diameter : 8.0/6.0mm with anti-sticking lumen and high suction lumen</i></p> <p><i>universal soft canulaes diameter : 6.0/4.0mm</i></p> <p><i>frazie canulaes (fergusson) diameter r :1,5/2.0/3.0/4.0mm</i></p> <p><i>jackson canulaes : 35x3 /45x3/25x4/35x4/45x4/55x4/60x4cm</i></p>	<p> </p>		
<p>EXAMINATION LAMP</p>	<p><i>lamp , examination . mobile on 5 castors , 5 star-shaped</i></p> <p><i>halogen type</i></p> <p><i>height of lamphead shall be adjustable</i></p>	<p>1 PC</p>		

	<p><i>light intensity shall be at least 15000 lux with a field radius of 17cm minimum</i></p> <p><i>color intensity : 4300 °k. single reflector of 150mm minimum</i></p> <p><i>power rating : 1x40w minimum . 220vac/50hz . transformer , 24v dc shall be included</i></p> <p><i>accessories /spares : 5 halogen bulbs</i></p>			
<p>SURGICAL MOBILE LIGHT</p>	<p><i>mobile, stand-type.max. light intensity (ec) up to not less than 110000 lx or more color rendering index (general) ra 94-96 color rendering index (red) r9> 90 light field size approx. 13-25 cm. color temperature 4200° k (approx.) working range without focusing intensity approx.70 – 130 cm power supply 220 v, 50 hz light source 3 x halogen approx. 23 v /50 w durability of halogen bulbs 1300 h or more adjustment of light intensity approx.50 – 100% (0-100%) sterilizable handle</i></p>	<p>2 PCS</p>		

ELECTRO-SURGICAL
DIARTHHERMY

high frequency electrosurgical unit shall be used to execute monopolar and bipolar surgery in many fields of application where high precision and reliability are essential

outputs of cut, coagulate and blend

maximum output 300 w for monopolar cut

activation :

double pedal switch which may be used for the monopolar and bipolar functions .

hand-switch handle

bipolar electrode with pedal switch or with automatic start/stop system (for coagulation only)

Control

the unit shall stop automatically in case of internal error which shall be identified on display and with audible alarm

memorization : user shall be able to use at least 4 working programs

safety :

neutral plate safety circuit shall control connections and contacts of neutral plate

with tissues:

defective contact shall be notified with visual alarm and immediate reducing of

Power

output circuit : floating - protected against defibrillator

2PCS

interferences . shall have hf
leakages less than 150ma through each electrode

power supply : 220vac, 50hz

cooling: convection without fan
accessories :
single-use two button handle , autoclavable
handle shall be provided with a 3 pins socket that shall fit majority of bipolar
electrosurgical units
operative foot-switch (usable as alternative to handle)
reusable neutral plate
kit of 10 short autoclavable electrodes
electrode wire – straight
electrode wire - angled 45°
electrode bend - 0 4 – straight
electrode bend - 0 8 – straight
electrode hook - angled 45°
electrode wire 1 mm.- angled 45°
electrode straight slip-knot – straight
electrode angled slip-knot – straight
electrode ball point - 0 3 mm. - angled 45°
electrode ball point - 0 3 mm. – straight

	<p><i>bipolar forceps : 6</i></p> <p><i>curved forceps - 18 cm. (7")</i></p> <p>CURVED FORCEPS - 20 CM. (7 3/4") BAYONET FORCEPS - 18 CM. (7") BAYONET FORCEPS - 20 CM. (7 3/4") STRAIGHT FORCEPS - 20 CM. (7 3/4") CABLE, BIPOLAR ADAPTOR, BIPOLAR CABLE USER MANUAL</p>			
<p>PATIENT MOBILE STRETCHERS</p>	<p>Approx. dimensions (mm): [600-900] x 800 x 2000; the height should be adjustable to meet the caregiver’s requirements and maneuvering positions within the hospital enviroment</p> <p>Approx. weight (kg): Load capacity 140 kg for castor carrying load and above. Strong nylon construction with urethane tread</p> <p>Settings of use: Hospital, emergency room, operating room, intensive care unit, radiology, intra-</p> <p>Types and variations</p> <ul style="list-style-type: none"> • Adjustable • Fixed-Height • Radiographic • Bariatric <p>hospital transport</p> <p>mandatory accessories</p> <ul style="list-style-type: none"> • Removable attached drip stand • Easy to clean and disinfect mattress • Extra 2 pcs of castors Strong nylon construction 	<p>2 PCS</p>		

	with urethane tread for maintenance load capacity 140 kg and above			
ALLOW A PROVISIONAL SUM OF THREE HUNDRED THOUSAND FOR INSTALLATION				
16% VAT				
GRAND TOTAL				

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 KTRH.

7.4 Contract Form

The Contract form shall not be completed by 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 KTRH.

7.6 Bank Guarantee for Advance Payment.

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

7.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of KTRH]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name Location of business premises. Plot No..... Street/Road Postal AddressTel No. Fax ... E mail Nature of Business , Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch
--

	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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.
	Name	Nationality	Citizenship Details	Shares																	
1.																	
2.																	
3.																	
	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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.
	Name	Nationality	Citizenship Details	Shares																	
1.																	
2.																	
3.																	

Date	Seal/Signature of Candidate
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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 KTRH*] (hereinafter called “the KTRH”) in the sum of for which payment well and truly to be made to the said KTRH, 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 KTRH 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 KTRH up to the above amount upon receipt of its first written demand, without the KTRH having to substantiate its demand, provided that in its demand the KTRH 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]

7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____
between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the KTRH) of the one part and
..... [*name of tenderer*] of [*city and country of tenderer*]
(hereinafter called “the tenderer”) of the other part;

WHEREAS the KTRH invited tenders for [certain goods] and has accepted a tender by
the tenderer for the supply of those goods in the sum of
..... [*contract price in words and figures*] (hereinafter called “the
Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the KTRH’s Notification of Award
3. In consideration of the payments to be made by the KTRH to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the KTRH to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The KTRH hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the KTRH) Signed,

sealed, delivered by _____ the _____ (for the tenderer in the presence of

7.5 PERFORMANCE SECURITY FORM

To

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

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

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

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

This guarantee is valid until the _____ day of _____ 20

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

(Amend accordingly if provided by Insurance Company)

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To
[name of KTRH]

[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 KTRH 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 KTRH 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 KTRH and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the KTRH]*

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

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

[Signature for and on behalf of manufacturer]

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

7.8. LETTER OF NOTIFICATION OF AWARD

Address of KTRH

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.9

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT AND

.....RESPONDENT

(KTRH)

Request for review of the decision of the..... (Name of the KTRH) of
.....dated the...day of20.....in the matter of Tender
No.....of20.....

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.....

SIGNED
Board Secretary