

# **KISII COUNTY GOVERNMENT**

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County Health Services

P.O. Box 92 – 40200

KISII

## **MINISTRY OF HEALTH P.O BOX 92 KISII**

### **Open National Tender (ONT)**

**Tender Name: ASSORTED MEDICAL DEVICES  
FOR KISII HEALTH FACILITIES**

**ITT No: KCG/HQ/TE/3/2017-2018**

**Tender Closing Date: 26<sup>th</sup> March, 2018**

**Time: 10.00 a.m. East African Time**

## 1. INVITATION TO TENDER (ITT)

Open National Tender (ONT)

ITT No.: KCG/HQ/TE/3/2017-2018

Assorted medical devices for Kisii health facilities

Date: 12<sup>th</sup> March, 2018

1. The Kisii County Government has received a grant from the National Government which it intends to use part of the proceeds to fund payments under the contract (s) for the Equipment.
2. The Ministry of health, on behalf of the Kisii County Government, herewith invites sealed tender (s) for: Assorted medical devices for Kisii health facilities
3. This Tender will be conducted through the Open National Tender (ONT) procedure specified in the Government of Kenya (KCG), and the Public Procurement and asset Disposal Act 2015.
4. Interested eligible bidders may download the tender document at the hospital website: [www.ktrh.or.ke](http://www.ktrh.or.ke). And obtain any further information from KCG- HEALTH MINISTRY HEAD QUARTER'S office at the address given below on normal working days on Mondays to Fridays between 09.00 to 16.00 hours except on public Holidays and
5. Documents downloaded are free of charge and bidders are advised to register their bid documents at the procurement office or via email at [procurement@ktrh.or.ke](mailto:procurement@ktrh.or.ke) (Refer to registration form in the tender document).
6. Complete serialized/paginated bidding documents ONE ORIGINAL AND A COPY IN PLAIN SEALED ENVELOPES clearly marked on top with the tender number and description must be delivered to the address below at or before 10:00 AM on the **26<sup>th</sup> March, 2018** and must be accompanied by a bid security.

Tenders can be dropped at KCG- HEALTH MINISTRY HEAD QUARTER'S Tender Box placed outside the Chief Officer - health services office at KCG- HEALTH MINISTRY HEAD QUARTER'S. Tenders will be opened immediately thereafter, in the presence of the Tenderers' representatives who choose to attend.

Late bids, portion of bids, electronic bids, and bids not received, bids not opened and not read out in public at bid opening ceremony shall not be accepted for evaluation irrespective of circumstances.

**Address for information on/collection of the Tender Document and Tender Opening venue.**

Ministry of health -KCG

P. O. Box 92-40200 Kisii, Kenya;

E-mail: [procurement@ktrh.or.ke](mailto:procurement@ktrh.or.ke)

The Ministry reserves the right to accept or reject any or all bids without incurring liability to the affected tenderers.

**2. REGISTRATION FORM FOR ONLINE TENDERERS/BIDDERS/SUPPLIERS**

Tender No.: KCG/HQ/TE/3/2017-2018

Tender Description: Assorted medical devices for Kisii health facilities

NOTE: Please provide your details below for purposes of communication in case you download this tender document from KTRH website.

Name of the firm.....

Postal Address.....

Telephone Contacts.....

Company email address.....

Contact Person.....

Physical address.....

*(Building, street, room number, town etc.)*

Once completed please submit this form to the email below;

[procurement@ktrh.or.ke](mailto:procurement@ktrh.or.ke)



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Section I. Instructions to Tenderers

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## **5. Section I. Instructions to Tenderers (ITT)**

### Section I. Instructions to Tenderers

#### **A. INTRODUCTION**

##### **1. Scope of Tender**

1.1 The Purchaser, as specified in the Appendix and in the Special Conditions of Contract (SCC), invites tenders for supply of goods as specified in the Appendix and described in the Schedule of Requirements. The name and identification number of the Contract is provided in the Appendix and in the SCC.

1.2 Throughout these tender documents, the terms “in writing” means communicated in written form (e.g. by mail, e-mail fax or telex) with proof of receipt and “day” means calendar day. Singular also means plural.

##### **2. Source of Funds**

2.1 The Beneficiary named in the Appendix has received funding as identified in the Appendix to the amount indicated in the Appendix toward the cost of the project named in the Appendix. The Purchaser intends to apply a part of the proceeds of this fund to eligible payments for which these tender documents are issued.

##### **3. Fraud and Corruption**

3.1 It is the Purchaser’s policy to require that beneficiaries, as well as Tenderers/Suppliers/Suppliers under the Purchaser’s financed contracts, observe the highest standard of ethics during the procurement and execution of such. In pursuance of this policy, the Kisii County Government defines, for the purposes of this provision, the terms set forth below as follows:

(a) (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything or any advantage of value to influence the action of a public official in the procurement process or in execution; and

(a) (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a tender to the detriment of the Beneficiary it includes collusive practices among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, noncompetitive levels and to deprive the Beneficiary of the benefits of free and open competition and that it

(b) Will not accept a Purchaser’s proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the tender in question.

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Purchaser’s financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Purchaser’s financed contract.

3.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 23.1 (d) of the GCC.

3.3 In pursuance of the policy defined in ITT sub-clause 3.1, the Purchaser will cancel the portion of the fund allocated to a contract for Goods or Works if he at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Beneficiary of the funds during the procurement or the execution of that contract, without the Beneficiary having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation.

#### **4. Eligibility**

4.1 Except as provided in ITT sub-clauses 4.2 and 4.3, this tender process is restricted to:

(a) Those prequalified firms from eligible source countries, as defined in Kisii County Government (KCG), The Public Procurement and asset Disposal Act 2015, and the Public Procurement and Disposal Regulations 2006, where a prequalification process has been undertaken for the Contract(s) for which these Tender Documents have been issued, or

(b) All firms from eligible source countries, as defined in Government of Kenya (KCG), The Public Procurement and asset Disposal Act 2015, and the Public Procurement and Disposal Regulations 2006. where a prequalification process has not been undertaken for the contract(s) for which these Tender Documents have been issued.

4.2 Firms may be excluded from tendering if:

(a) either, as a matter of law or official regulation, the Beneficiary's country prohibits commercial relations with that country, provided that the Purchaser is satisfied that such exclusion does not preclude effective competition for the Supply of Goods required;

(b) a firm has been engaged by

i) the Beneficiary or

ii) the Purchaser or

iii) a Purchasing Agent that has been duly authorized to act on behalf of the Purchaser to provide consulting Goods for the preparation of the design, specifications and other documents to be used for the procurement of the Goods described in these tender documents.

(c) government-owned enterprises in the Beneficiary's country may participate only if they can establish that they

(i) Are legally and financially autonomous and

(ii) Operate under commercial law. No dependent agency of the Beneficiary under a Purchaser's financed project shall be permitted to tender or submit a proposal for the procurement of Goods under the project.

4.3 A firm declared ineligible in accordance with ITT sub-clause 3.1 (c) shall be ineligible to tender for a contract awarded by the Purchaser during the period of time determined by the Purchaser.

4.4 Pursuant to ITT sub-clause 14.1, the Tenderer shall furnish, as part of its tender, documents establishing, to the Purchaser's satisfaction, the Tenderer's eligibility to tender.

4.5 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

## **5. Eligible Goods and services**

5.1 Funds from the Purchaser are disbursed only on account of expenditures for the Goods provided by Internationals of eligible source countries where applicable. Where this is applicable the eligible source countries will be defined in the Appendix.

5.2 For purposes of this clause, the Internationality of the Tenderer is distinct from the country from where the Goods are sourced.

5.3 For purposes of this clause, the term "Goods" includes related I.T Equipment's such as per the tender requirements.

## **6. Documents Establishing Eligibility of Goods and Services and Conformity to Tender Documents**

6.1 Pursuant to ITT Clause 14, the Tenderer shall furnish, as part of its tender, documents establishing, to the Purchaser's satisfaction, the eligibility of the Health Sector Goods and services to be supplied under the contract.

6.2 The documentary evidence of the eligibility of the Goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered that shall be confirmed by a Certificate of Origin, issued shortly before the time of shipment.

6.3 The documentary evidence of conformity of the Goods and services 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 characteristics of the goods;

(b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of (even allegedly minor) deviations and exceptions to the provisions of the Technical Specifications;

(c). Any other procurement-specific documentation requirement as stated in the TDS.

6.4 Unless the TDS stipulates otherwise, the Goods to be supplied under the contract shall be registered with the relevant authority in the Purchaser's country.

A Tenderer who has already registered its goods by the time of tendering shall submit a copy of the Registration Certificate with its tender. Otherwise, the successful Tenderer, by the time

of contract signing, shall submit to the Purchaser evidence establishing to the Purchaser's satisfaction that the Tenderer has complied with all the documentary requirements for registration as specified in the

- 6.4.1 The Purchaser shall at all times cooperate with the successful Tenderer to facilitate the registration process within the Purchaser's country. The agency and contact person able to provide additional information about registration are identified in the TDS.
- 6.4.2 If the goods offered by the successful Tenderer have not been registered in the Purchaser's country at the time of contract signing, the contract shall become effective upon such date as the Certificate of Registration is obtained.
- 6.5 For purposes of the commentary to be furnished pursuant to ITT clause 6.3 (b) above, the Tenderer shall note that standards as well as references to brand names designated by the Purchaser 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 Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **7. Qualifications of the Tenderer**

- 7.1 The Tenderer shall provide documentary evidence to establish to the Purchaser's satisfaction that:
  - (a) The Tenderer has the financial and technical capability necessary to perform the contract, meets the qualification criteria specified in the Appendix, and has a successful performance history in accordance with criteria specified in the Appendix. If a prequalification process has been undertaken for the contract, the Tenderer shall, as part of its tender, update any information submitted with its application for prequalification.
  - (b) That, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods;
  - (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;

## **8. One Tender per Tenderer**

- 8.1 A firm shall submit only one tender either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITT clause 20). A firm that submits either individually or, as a member of a joint venture, more than one tender will cause all the proposals with the firm's participation to be disqualified.

## **9. Cost of Tendering**

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

## **B. THE TENDER DOCUMENTS**

### **10. Content of Tender Documents**

- 10.1 The Tender Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITT clause 12.

Section I. Instructions to Tenderers (ITT)

Section II. Appendix

Section III. General Conditions of Contract (GCC)

Section IV. Special Conditions of Contract (SCC)

Section V. Schedule of Requirements (SoR)

Section VI. Technical Specifications (TS)

Section VII. Sample Forms (including Contract Agreement)

- 10.2 The “Invitation for Tenders” (ITT) does not form part of the Tender Documents and is included as a reference only. In case of discrepancies between the ITT and the Tender Documents listed in 10.1 above, said Tender Documents will take precedence.

### **11. Clarification of Tender Documents**

- 11.1 A prospective Tenderer requiring any clarification of the Tender Documents shall contact the Purchaser in writing (for these ITT, the term “in writing” means communicated in written form (e.g. email, fax, telex) with proof of receipt at the entity’s address as indicated in the Appendix. The Purchaser will respond in writing to any request for clarification received no later than Seven (7) calendar days prior to the deadline of submission of tenders. The content of the Purchaser’s response shall be sent to all prospective Tenderers including a description of the inquiry but without identifying the source of the inquiry.
- 11.2 Tenderers should familiarize themselves with the requirements of the tender and take them into account in preparing their Proposals. Tenders are invited to attend a pre-bid conference if one is specified in the APPENDIX. Attending the pre-bid conference is optional; however, the deliberations of this meeting will be communicated to all interested tenderers.

## **12. Amendment of Tender Documents**

- 12.1 At any time prior to the deadline for submission of tenders, the Purchaser may amend the Tender Documents by issuing addenda/amendments.
- 12.2 Any addendum/amendment thus issued shall be part of the Tender Document pursuant to ITT sub-clause 10.1 and shall be communicated in writing to all purchasers of the Tender Documents and will be binding on them. Tenderers are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the addendum/amendment will have been taken into account by the Tenderer in its tender.
- 12.3 To give prospective Tenderers reasonable time in which to take addenda/amendments into account in preparing their tenders, the Purchaser may extend, at its discretion, the deadline for submission of tenders, in which case, the Purchaser will notify all Tenderers in writing of the extended deadline.

## **C. PREPARATION OF TENDERS**

### **13. Language of Tender**

- 13.1 The tender, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in the language specified in the Appendix. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Appendix, in which case, for purposes of interpretation of the Tender, the translation shall govern.

### **14. Documents Constituting the Tender**

- 14.1 The tender submitted by the Tenderer shall comprise the following:
- (a) Duly filled-in Tender Form and Price Schedule, in accordance with the forms indicated in Section VII;
  - (b) Original form of tender security in accordance with the provisions of ITT sub-clause 19 (Tender Security);
  - (c) Alternative offers, at the Tenderer's option, when permitted;
  - (d) written power of attorney, authorizing the named signatory of the tender to commit the Tenderer and showing the authorizing as well as the authorized person's function in the firm, name and signature;
  - (e) In the absence of prequalification, documentary evidence in accordance with ITT sub-clause 4.4 establishing to the Purchaser's satisfaction the Tenderer's eligibility to tender including but not limited to documentary evidence that the Tenderer is legally incorporated in a territory of an eligible source country as defined under ITT clause 4;

- (f) Documentary evidence establishing to the Purchaser's satisfaction, and in that the Goods to be supplied by the Tenderer pursuant to ITT clause 5, conform to the Tender Documents;
- (g) Documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITT clause 7 that the Tenderer is qualified to perform the contract if its tender is accepted. In the case where prequalification of Tenderers has been undertaken, and pursuant to ITT clause 7.1 (a) the Tenderer must provide evidence on any changes in the information submitted as the basis for prequalification, or if there has been no change at all in said information, a statement to this effect;
- (h) Any other documentation as requested in the Appendix.

## **15. Tender Form**

- 15.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the Tender Documents, indicating the Goods to be supplied, their brief description, quantity, and prices.

## **16. Tender Prices**

- 16.1 The Tenderer shall indicate in the Price Schedule, as applicable, the unit prices of each item, total prices of each item, and the total tender price of the Goods it proposes to supply under the contract. The quoted prices should be typed in indelible ink and not hand written.
- 16.2 The trade terms EXW and DDU shall be governed by the rules prescribed in the current edition at the time of tender submission of the Incoterms published by the International Chamber of Commerce, Paris, added by any deviation if so specified in the TDS.
- 16.3 Unless otherwise specified in the TDS, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITT clause 29.
- 16.4 Pursuant to sub-clause 16.1 above, and if so indicated in the TDS, tenders are being invited for all items. Each item offered must comprise the full quantity required under each item.

## **17. Currencies of Tender**

- 17.1 The Tenderer may express the tender price of the Health Sector Goods to be supplied entirely in any free convertible currency. If the Tenderer wishes to be paid in a combination of different currencies, it must quote its prices accordingly, but no more than three foreign currencies may be used. Tenderers expressing their foreign currency requirements in any of the International currencies should do so in accordance with the provisions of the Appendix.

## **18. Period of Validity of Tenders**

- 18.1 Tenders shall remain valid for the period stipulated in the Appendix after the date of tender submission specified in ITT clause 23. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 18.2 In exceptional circumstances, prior to expiry of the original tender validity period, the Purchaser may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting its tender security. Except as provided in ITT clause 18.3, a Tenderer agreeing to the request will not be required or permitted to modify its tender, but will be required to extend the validity of its tender security for the period of the extension.
- 18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding eighty-six (86) days beyond the tender validity specified in the Appendix, the contract price may be increased by a factor that reflects changes in the cost of inputs.

## **19. Tender Security**

- 19.1 Unless otherwise specified in the Appendix, the Tenderer shall furnish, as part of its tender, a tender security in the amount stipulated in the Appendix in the currency of the Purchaser's country, or the equivalent amount in a freely convertible currency.
- 19.2 The tender security shall remain valid for a period of thirty (30) days beyond the validity period for the tender.
- 19.3 The tender security shall be denominated in the currency of the Purchaser's country or in a freely convertible currency and shall be, at the Tenderer's option, in one of the following forms:
- (a) a cashier's or certified cheque;
  - (b) a letter of credit issued by a reputable Bank located in any eligible country;
  - (c) a unconditional Bank Guarantee issued by a reputable Bank selected by the Tenderer, located in any eligible country. Tender Securities from Insurance companies shall not be accepted. The format of the Bank Guarantee shall be in accordance with the form of tender security included in Section VII. (Tender securities from insurance companies shall not be accepted).
- 19.4 Any tender not accompanied by an acceptable tender security shall be rejected by the Purchaser as nonresponsive. The tender security of a joint venture must be in the name of the joint venture submitting the tender.
- 19.5 The tender securities of unsuccessful Tenderers will be returned as promptly as possible, but not later than 30 days after the expiration of the period of tender validity.

- 19.6 The tender security of the successful Tenderer will be returned when the Tenderer has signed the Agreement and furnished the required performance security.
- 19.7 The tender security may be forfeited
- (a) if the Tenderer withdraws its tender, except as provided in ITT sub-clauses 18.2 and 25.3; or
  - (b) if the Tenderer does not accept the correction of its tender price, pursuant to ITT clause 30; or
  - (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:
    - (i) sign the agreement, or
    - (ii) Furnish the required performance security.

## **20. Alternative Proposals by Tenderers**

- 20.1 Unless specified in the Appendix, alternative tenders shall not be accepted.

## **21. Format and Signing of Tender**

- 21.1 The Tenderer shall prepare an original and the number of copies/sets of the tender indicated in the Appendix, clearly marking each one as “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 21.2 The original and all copies of the tender, each consisting of the documents listed in ITT sub-clause 14.1, shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. The authorization shall be indicated by written power of attorney, which pursuant to ITT sub-clause 14.1 (d) shall accompany the tender.
- 21.3 Any interlineations, erasure, or overwriting to correct errors made by the Tenderer shall be initialed by the person or persons signing the tender.
- 21.4 The Tenderer shall furnish in the Tender Form (a sample of which is provided in the Sample Forms Section of the tender documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this tender and to the execution of the contract if the Tenderer is awarded the contract.

## **D. SUBMISSION OF TENDERS**

### **22. Sealing and Marking of Tenders**

- 22.1 The Tenderer shall enclose the original and each copy of the tender including alternative tenders, if permitted in accordance with ITT clause 20, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The

envelopes containing the original and copies shall then be enclosed in one outer envelope.

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Tenderer;
- (b) be addressed to the Purchaser at the address given in the Appendix;
- (c) bear the specific identification of this Tender process indicated in the Appendix, the Invitation for Tenders (IFT) title and number indicated in the Appendix; and
- (d) Bear a statement “DO NOT OPEN BEFORE [date and time]” to be completed with the time and date specified in the Appendix relating to ITT sub-clause 23.1.

22.3 If the outer envelope is not sealed and marked as required by ITT sub-clause 22.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the tender.

### **23. Deadline for Submission of Tenders**

23.1 Tenders must be received by the Purchaser at the address specified in the Appendix relating to ITT sub-clause 22.2 (b) no later than the time and date specified in the Appendix.

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of tenders by amending the Tender Documents in accordance with ITT sub-clause 12.3, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

### **24. Late Tenders**

24.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser in the Appendix pursuant to ITT clause 23 will be rejected and returned unopened to the Tenderer.

### **25. Modification and Withdrawal of Tenders**

25.1 The Tenderer may modify or withdraw its tender after submission, provided that written notice of the modification, or withdrawal of the tenders duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of tenders.

25.2 The Tenderer’s modification shall be prepared, sealed, marked, and dispatched as follows:

- (a) The Tenderer shall provide an original and the number of copies specified in the Appendix of any modifications to its tender, clearly identified as such, in two inner envelopes duly marked “TENDER MODIFICATION-ORIGINAL” and “TENDER MODIFICATION-COPIES.” The inner envelopes shall be

sealed in an outer envelope, which shall be duly marked "TENDER MODIFICATION."

- (b) Other provisions concerning the marking and dispatch of tender modifications shall be in accordance with ITT sub-clauses 22.2 and 22.3.
- 25.3 A Tenderer wishing to withdraw its tender shall notify the Purchaser in writing prior to the deadline prescribed for tender submission. A withdrawal notice shall be received prior to the deadline for submission of tenders. The notice of withdrawal shall:
- (a) be addressed to the Purchaser at the address named in the Appendix,
  - (b) bear the specific identification of the Tender process (Contract name), the IFT title and IFT number, and the words "TENDER WITHDRAWAL NOTICE," and
  - (c) Be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the tender.
- 25.4 Tenders requested to be withdrawn in accordance with ITT sub-clause 25.3, shall be returned unopened to the Tenderers.
- 25.5 No tender may be withdrawn in the interval between the tender submission deadline and the expiration of the tender validity period specified in ITT clause 18. Withdrawal of a tender during this interval may result in the forfeiture of the Tenderer's tender security, pursuant to ITT sub-clause 19.7.

## **E. OPENING AND EVALUATION OF TENDERS**

### **26. Tender Opening**

- 26.1 The Purchaser will open all tenders, including withdrawal notices and modifications, in public, in the presence of Tenderers' representatives who choose to attend, at the time, on the date and at the place specified in the Appendix. Tenderers' representatives shall sign a register as proof of their attendance.
- 26.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding tender shall not be opened but returned to the Tenderer. No tender withdrawal shall be permitted unless the corresponding withdrawal notice is read out at tender opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding tender.
- 26.3 Tenders shall be opened one at a time, reading out the name of the Tenderer and whether there is a modification; the tender price of each item, as the case may be, including discounts and alternative offers, if allowed in the Appendix; the presence or absence of a tender security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No tender shall be rejected at tender opening except for late tenders pursuant to sub-clause 24.1.

- 26.4 Tenders (and modifications sent pursuant to ITT sub-clause 25.2) that are not opened or read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances
- 26.5 The Purchaser will prepare minutes of the tender opening at the end of the opening session, including, as a minimum: the name of the Tenderer and whether there was a withdrawal or modification; the tender price; including any discounts or alternatives offered if permitted in the Appendix; the presence or absence of a tender security; the presence or absence of requisite powers of attorney. The Tenderer's representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Tenderers who request them.

## **27. Clarification of Tenders**

- 27.1 During evaluation of the tenders, the Purchaser 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, except to correct arithmetic errors identified by the Purchaser in the evaluation of the tenders, in accordance with ITT Sub-Clause 30.1.

## **28. Confidentiality**

- 28.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the Notification of Contract award is made to all Tenderers.
- 28.2 Any effort by a Tenderer to influence the Purchaser in the Purchaser's tender evaluation, tender comparison, or contract award decisions may result in the rejection of the Tenderer's tender.
- 28.3 From the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to its tender, it should do so in writing.

## **29. Examination of Tenders and Determination of Responsiveness**

- 29.1 The Purchaser 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. In the case where a prequalification process has been undertaken for the Contract(s) for which these tender documents have been issued, the Purchaser will ensure that each tender is from a prequalified Tenderer.
- 29.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a tender that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

29.3 Prior to the detailed evaluation, pursuant to ITT Clause 32, the Purchaser will determine whether each tender is of acceptable quality, is complete, and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive tender is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations, exceptions, objections, conditionalities or reservations. A material deviation, exception, objection, conditionality or reservation is one:

- (i) that limits in any substantial way the scope, quality of the Goods;
- (ii) that limits, in any substantial way that is inconsistent with the tender documents, the Purchaser's rights or the successful Tenderer's obligations under the Contract; and
- (iii) the acceptance of which would unfairly affect the competitive position of other Tenderers who have submitted substantially responsive tenders.

29.4 If a tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself, and any written clarification submitted by the Tenderer in accordance with ITT sub-clause 27.1.

### **30. Correction of Errors**

30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

### **31. Conversion to Single Currency**

31.1 To facilitate evaluation and comparison, the Purchaser will convert all tender prices expressed in the various currencies in which they are payable to either:

- (a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country or
- (b) any other freely convertible currency at the selling rate of exchange published in the International press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country

31.2 The currency selected for converting tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the Appendix.

## **32. Evaluation and Comparison of Tenders**

- 32.1 The Purchaser will evaluate and compare the tenders that have been determined to be substantially responsive, pursuant to ITT clause 29.
- 32.2 The Purchaser's evaluation of a tenders will exclude and not take into account:
- (a) any allowance for price adjustment during the period of execution of the Contract, if not provided for in the Appendix.
- 32.3 The comparison shall be between the price of supplying the I.T Equipment, such price to include any incidental costs, as well as duties and taxes paid or payable relevant to the service.
- 32.4 The Purchaser's evaluation of a tender will take into account one or more of the following factors as specified in the Appendix, and quantified in ITT sub-clause 32.5:
- (i) delivery schedule offered in the tender;
  - (ii) deviations in payment schedule from that specified in the SCC;
  - (iii) Other specific criteria indicated in the Appendix and/or in the Technical Specifications.
- 32.5 For factors retained in the Appendix pursuant to ITT sub-clause 32.4, one or more of the following quantification methods will be applied, as detailed in the Appendix:
- (a) Delivery schedule.
    - (i) The Purchaser requires that the goods under these Tender Documents shall be performed at the time specified in the Schedule of Requirements. A delivery "adjustment" will be calculated for and added to each tender by applying a percentage, specified in the Appendix, price for each week of delay beyond the requested time of delivery specified in the Schedule of Requirements for evaluation purposes. No credit shall be given to early delivery.  
  
or
    - (ii) The goods covered under these Tender Documents are required to be performed within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and tenders offering delivery beyond this range may be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Appendix, will be added for evaluation to the tender price of tenderers offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.  
  
or

- (iii) The goods covered under this invitation are required partial performed in partial deliveries, as specified in the Schedule of Requirements. Tenders offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the tender price a factor equal to a percentage, specified in the Appendix, of price per week of variation from the specified delivery schedule.
- (b) Deviation in payment schedule.
  - (i) Tenderers shall state their tender price for the payment schedule outlined in the SCC. 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 Purchaser may consider the alternative payment schedule offered by the selected Tenderer.  
  
or
  - (ii) The SCC stipulates the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is permitted in the Appendix, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared with those stipulated in this invitation, at the rate per annum specified in the Appendix.
- (c) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the Appendix and/or in the Technical Specifications.

## **F. AWARD OF CONTRACT**

### **33. Post qualification**

- 33.1 In the absence of prequalification, the Purchaser 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, in accordance with the criteria listed in ITT sub-clause 7.1 and any additional post qualification criteria stated in the Appendix. If a prequalification process was undertaken for the contract(s) for which these tender documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Tenderer that has submitted the lowest evaluated tender to perform the Contract.
- 33.2 The determination will evaluate the Tenderer's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT sub-clause 7.1, as well as other information the Purchaser deems necessary and appropriate.

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

#### **34. Award Criteria**

34.1 Pursuant to ITT clauses 32, 33 and 38, the Purchaser will award the Contract to the Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily, pursuant to ITT clause 33

#### **35. Purchaser's Right to Accept Any Tender and to Reject Any or All**

35.1 The Purchaser reserves the right to accept or reject any tender, or to annul the Tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer(s).

#### **36. Purchaser's Right to Vary Quantities**

36.1 The Purchaser reserves the right during the life of the contract to increase or decrease, by the percentage indicated in the Appendix, the quantity of goods beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, except the delivery schedule.

#### **37. Notification of Award**

37.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful Tenderer in writing that its tender has been accepted, the receipt of which must be confirmed in writing.

37.2 A written contract will constitute the formation of the Contract, subject to "no appeal" from unsuccessful tenderer's within the period of fourteen (14) days from the date of Notification of Award.

37.3 At the same time as the successful tenderer is notified of the award, the unsuccessful tenderer(s) shall be notified that their tender(s) were unsuccessful.

37.4 Upon the successful Tenderer's furnishing of the signed Contract Form and performance security pursuant to ITT clause 39, the Purchaser will promptly discharge the tender security of each unsuccessful Tenderer(s), pursuant to ITT clause 19.

37.5 If, after notification of award, a Tenderer wish to ascertain the grounds on which it's tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

### **38. Signing of Contract**

- 38.1 Promptly after the Purchaser notifies the successful Tenderer that its tender has been accepted, the Purchaser will; after fourteen days (14) but within twenty one days (21days) send the Tenderer the Contract Form provided in the Tender Documents, incorporating all agreements between the parties.
- 38.2 Within Seven (7) days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract Form and return it to the Purchaser.

### **39. Performance Security**

- 39.1 Within twenty-one (21) days of the receipt of Notification of Award from the Purchaser, the successful Tenderer shall furnish the Performance Security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Tender Documents or in another form acceptable to the Purchaser.
- 39.2 Failure of the successful Tenderer to comply with the requirement of ITT clause 38 or ITT sub-clause 39.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Purchaser may make the award to the next-lowest evaluated tenderer or call for new tenders.

**21. Section II. Appendix)**

**Section II. Appendix**

## **22. TENDER DATA SHEET (TDS)**

The following specific data for the goods to be procured shall complement, supplement or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions in the Tender Data Sheet (TDS) shall prevail over those in the ITT.

### **A. GENERAL ITT**

#### **1.1 Name of Purchaser:**

The Ministry, acting for and on behalf of Kisii County Government

#### **Name of authorized Purchasing Agent:**

The Ministry of Health

#### **Type of goods: Health Sector Goods:**

Assorted medical devices for Kisii health facilities

**IFT No.:** KCG/HQ/TE/3/2017-2018

#### **2.1 Name of the Beneficiary: KCG MINISTRY OF HEALTH**

**Name of Project:** Assorted medical devices for Kisii health facilities

**Applicable Guidelines:** Government of Kenya (KCG), The Public Procurement and asset Disposal Act 2015, and the Public Procurement and Disposal Regulations 2006 (Public Procurement Act), .

**Open Tendering:** Call for tender by advertising

#### **Documentation requirements for eligibility of Goods**

In addition to the documents stated in Clause 6.2 and 6.3 (a) and (b), the following shall be included with the Tender: For each Item offered, documentary evidence demonstrating that such product meets the following requirements and standards:

- a) Evidence of Good Manufacturing Practices (GMP) including; The manufacturer must have a management system certified to ISO 9001.and has been provided with quality certification e.g. Kenya Bureau of Standards KEBS or ISO must be provided.
- b) The Tenderer is required to provide, in support of their technical offer, original manufacturer's brochures of the item offered. The item offered as described in the brochures and are to be submitted as per technical specifications offered by the Tenderer and shall represent exactly the equipment that is intended to be supplied in case of contract award.
- c) If, for reasons other than the tender specific labeling requirements, the item offered as demonstrated in the manufacturer's brochures is not consistent

with the required technical specifications then the offer for the particular item shall be rejected.

## **B. THE TENDER DOCUMENTS**

### **ITT 11.1 Purchaser's address:**

Ministry of health acting for and on behalf of the Kisii County Government,

#### **Office Address:**

Ministry of health

Hospital Street,

Kisii/Kenya

#### **Postal Address:**

P.O. Box: 92 - 40200 Kisii/Kenya

E-Mail: [procurement@ktrh.or.ke](mailto:procurement@ktrh.or.ke)

### **For clarifications on the Tender document please contact:**

Procurement Office

ATTN. Mr. Alfayo A. Ogamba

P. O. Box 92 - 40200 Kisii/Kenya

E-Mail: [procurement@ktrh.or.ke](mailto:procurement@ktrh.or.ke)

## **C. PREPARATION OF TENDERS**

- ITT 13.1 The language of all correspondence and documents related to the tender is English. Moreover, the key passages of all accompanying printed literature in any other language must be translated into English.
- ITT 16.3 Prices are fixed
- ITT 16.4 Tenders are being invited for individual contracts. Tenderers shall quote 100% of the entire quantity for each items quoted, as per Purchaser's Price Schedule.
- ITT 18.1 The tender validity period shall be 90 days after the deadline for tender submission, as specified below in reference to ITT clause 23.
- ITT 19.1 The amount of bid security required is 2% of the tender sum (Only Tender securities from reputable banks are accepted).

- ITT 19.2 Tender security must be valid thirty (30) days after the end of the tender validity period. i.e. one hundred and twenty (120) days from the date of tender opening.
- ITT 20.1 Alternative offers not allowed.
- ITT 21.1 Required number of copies of the tender: 1 original and 1 copy of the tender shall be submitted.

#### **D. SUBMISSION OF TENDERS**

**ITT 22.2 (b) The address for tender submission is:**

Ministry of health - Head Quarter offices

**Office Address:**

Ministry of health- Head Quarter offices

Hospital Street,

Kisii/Kenya

**Postal Address:**

P. O. Box 92-40200 Kisii/Kenya

ITT 22.2 (c) & (d) See the above data for ITT 1.1 for the name of the Contract.

**The Invitation for Tenders title and number are:**

Assorted medical devices for Kisii health facilities

IFT No.: KCG/HQ/TE/3/2017-2018

See the below data for ITT sub-clause 23.1 for the deadline for tender submission.

- ITT 24.1 See the above data for ITT sub-clause 23.1 for the deadline for tender submission.
- ITT 25.2 (a) The required number of copies of tender modifications is the same as the number of copies of the original tender specified above in the data for ITT sub-clause 21.1.
- ITT 25.3 (a) See the above data for ITT Paragraph 22.2 (b) for the address to use for submission of a tender withdrawal notice.

## **E. TENDER OPENING AND EVALUATION**

### **ITT 26.1 Time, date, and place for tender opening are:**

**26<sup>th</sup> March, 2018 at 10:00 AM** (East Africa local time) at The Ministry (KCG- HEALTH MINISTRY HEAD QUARTER'S) Hospital Street, Kisii Kenya

ITT 31.2 The currency chosen for the purpose of converting to a common currency is Kenya Shillings.

The source of exchange rate is the Central Bank of Kenya, Kisii

The date of exchange rate determination is the selling rate on the day of tender opening.

ITT 32.3 The evaluation will take into account:

- a) The Tenderer's conformance to the technical specifications, track record and experience, installed capacity to supply the items, valid tax compliance certificate and certificate of registration/Incorporation.
- b) For Goods offered from within the Purchaser's country, the cost for inland transportation, insurance, and other incidental costs for delivery of the goods to the final destination, as indicated in ITB 16.2 has to be indicated separately for each item in the Price Schedule for Goods offered from within the Country (A & B bid). The above cost is added to the price EXW to the total unit price for bid evaluation.
- c) For Goods offered from outside the Purchaser's country, the cost for inland transportation, insurance, and any other incidental costs for handling and delivery of the goods to the final destination, as indicated in the Tender Data Sheet has to be indicated separately for each item in the relevant Price Schedule for Goods offered from Abroad (C bid). The above cost will be used to determine the total unit price for bid evaluation.

### **ITT 32.5 (a) (ii) Delivery schedule**

The adjustment per week for delivery later than the earliest delivery period within the acceptable range of weeks specified in the Schedule of Requirements is one-half (0.5) per cent per week

ITT 32.5 (b) (ii) The Purchaser will not accept deviations from the payment schedule as stipulated in the SCC.

ITT 32.5 (d) Evaluation criteria for items Tenderers shall bid for all the items in the Price Schedule. Bids will be evaluated on an item by item basis:

**Item:** Assorted medical devices for Kisii health facilities

- (a) Tenderers shall quote for all the items and the entire quantity for each item quoted, as per Purchaser's Price Schedule;

and

- (b) The items offered as per Purchaser's Price Schedule must be responsive to the Tender Document.

Tendered items not complying with (a) and (b) above shall be treated as non-responsive.

Tender evaluation will be made on individual item basis and contract award(s) on individual item basis or combined as one contract for all items awarded to individual successful bidders.

## **F. AWARD OF CONTRACT**

- ITT 34.2 Successful bidders will be required to enter into One (1) year contract at the end of the procurement process with initial tender quantities as specified in the schedule of requirements being contracted immediately and subsequent quantities called down 'as and when' need arises. Prices will remain fixed over the One-year period.
- ITT 36.1 Percentage for increase or decrease of quantity of goods and services originally specified will not exceed fifteen per cent of the original contract quantity as stipulated under ITT 38.3.
- ITT 37.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful Tenderer in writing. The tenderer will be required to confirm in writing the acceptance of the offer within seven (7) days.
- ITT 38.2 Within seven (7) days of the invitation to sign and date the contract, the successful Tenderer shall send an authorized signatory to sign the Contract at the purchaser's premises
- ITT 38.3 The supply period shall be 12 (twelve) months after effective contract date within which period the purchaser would have made all the calls.
- ITT 39.1 Performance Security from a Bank shall be 10% of the initial contract sum and valid for one year renewable.

For foreign contractors, the security shall be issued by a local bank or authorized financial institution issued by a corresponding bank in Kenya recognized by the Central Bank of Kenya.

### **Section III. General Conditions of Contract (GCC)**

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### **Section III. General Conditions of Contract (GCC)**

#### **General Conditions of Contract (GCC)**

##### **1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, 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 Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “Day” means calendar day.
- (d) “Effective Date” means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.
- (e) “Eligible Country” means the countries and territories eligible for participation in procurements financed by The Global Fund as defined in the Guidelines: Global Fund’s Policies on Procurement and Supply Management
- (f) “End User” means the organization(s) where the Goods will be used, as named in the SCC.
- (g) “GCC” means the General Conditions of Contract contained in this section.
- (i) “The Purchaser” means the organization purchasing the Goods, as named in the SCC.
- (j) “The Purchaser’s country” is the country named in the SCC.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “The Goods” means those Goods which are to be supplied as per the specifications and any other incidental costs and other such obligations of the Supplier covered under the Contract.
- (n) “The Site,” where applicable, means the place or places named in the SCC.
- (o) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract, as named in the SCC.

##### **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

#### **4. Standards**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards in the country. Such standards shall be the latest issued by the concerned institution.

#### **5. Use of Contract Documents and Information;**

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

#### **7. Patent Rights**

- 7.1 The Supplier shall indemnify the Purchaser 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 Purchaser's country.

#### **8. Performance Security**

- 8.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Purchaser the performance security in the amount specified in the SCC.
- 8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format provided in the Tender Documents or another format acceptable to the Purchaser; or

(b) A cashier's or certified cheque.

8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

## **11. Delivery and Documents**

11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.

11.2 For purposes of the Contract, "EXW", "DDU" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.

11.3 Documents to be submitted by the Supplier are specified in the SCC. Incoterms provides a set of international rules for the interpretation of the more commonly used trade terms.

## **12. Insurance**

12.1 The Goods which will be given under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to, transportation, storage, and delivery in the manner specified in the SCC.

## **13. Transportation**

13.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the country, defined as the Site, transport to such place of destination in, including customs clearance, insurance and loading/offloading, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

## **14. Incidental Services**

14.1 The suppliers shall provide such incidental Costs/Services, if any, as are specified in the SCC.

14.2 Prices charged by the supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar Goods.

## **16. Payment**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the SCC subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's tender.
- 16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

## **17. Prices**

- 17.1 Prices charged by the Supplier for Goods Supplied under the Contract shall not vary from the prices quoted by the Supplier in its tender, with the exception of any price adjustments authorized in the SCC or in the Purchaser's request for tender validity extension, as the case may be.

## **18. Change Orders**

- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) the method of packaging;
  - (b) the place of delivery; and/or
  - (c) The Goods/Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## **19. Contract Amendments**

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **20. Assignment**

- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

## **21. Delays in the Supplier's Performance**

- 21.1 Supply of Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 21.2 If at any time during performance of the Contract, the Supplier or its sub-Contractor(s) should encounter conditions impeding timely delivery of and Supply of Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## **22. Liquidated Damages**

- 22.1 Subject to GCC Clause 24, if the Supplier fails to Supply any or all Goods & Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed or unsupplied goods for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

## **23. Termination for Default**

- 23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to supply any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
  - (b) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial

noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition.

(c) If the Supplier fails to perform any other obligation(s) under the Contract.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **24. Force Majeure**

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, 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.

24.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **25. Termination for Insolvency**

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

## **26. Termination for Convenience**

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Purchaser may elect:

- (a) to have any portion in the process of performed at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially supplied Goods/Services and for materials and parts previously procured by the Supplier.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price,

provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

29.1 The Contract shall be written in the language specified in the SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

## **30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

## **31. Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the SCC.

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

## **32. Taxes and Duties**

32.1 A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until performance of the contracted Goods to the Purchaser. The charge of VAT is not applicable for commodities and services being procured with this GF ATM grant. The Purchaser will facilitate VAT exemption upon receipt of the required documentation from the Supplier.

## **Section IV. Special Conditions of Contract (SCC)**

## **Table of Clauses**

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## **Section IV. Special Conditions of Contract (SCC)**

### **Special Conditions of Contract**

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses

1. Definitions (GCC Clause 1) GCC 1.1 (f)

**The end user is:** Ministry of Health GCC 1.1

(i) **The Purchaser is:** The Health Ministry acting for and on behalf the Kisii County Government,

(j) **The Purchaser's country is:** Kenya GCC 1.1

(n) **The Site is:** KCG. GCC 1.1

### **8. Performance Security (GCC Clause 8)**

GCC 8.1 Performance security shall be for an amount not less than ten (10) % of the contract price issued by a reputable bank in a freely convertible currency.

### **11. Delivery and Documents (GCC Clause 11)**

GCC 11.1 & 11.3 Note: Prior to delivery of the goods, the supplier will be required to ensure that the goods have the appropriate labeling specifications for all the equipment as per the approved specifications that shall be communicated upon contracting. For Goods supplied from abroad:

Under Incoterms "DAP, named place of destination" Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the goods, quantity, date and place of shipment, mode of transportation and estimated date of arrival at the place of destination. In the event of goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival and the waybill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:

- (i) Three originals and two copies of the Supplier's invoice, showing Purchaser as Consignee; the Contract number, grant number, goods' description, quantity, unit price and total amount. Invoices must be signed and stamped or sealed with the company stamp/seal in original;
- (iii) one original and two copies of the negotiable, clean, on-board through-bill of lading marked "freight prepaid" and showing Purchaser as Consignee and Purchaser as the Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements, and two copies of non-negotiable

- bill of lading or three copies of railway consignment note, road consignment note, truck or air waybill or multi-modal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements; four copies of the packing list identifying contents of each package; one copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (iv) one original of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;
  - (v) one original of the Supplier’s Certificate of Origin covering all items supplied;
  - (vi) Original and six copies of the Certificate of Inspection furnished to the Supplier by the nominated inspection agency,
  - (viii) Any other procurement-specific documents required for delivery/payment purposes.
  - (ix) original and six copies of the certificate of weight issued by the port authority/licensed authority

**At arrival of the goods at port of clearance, the Supplier or its Shipping agent shall provide the Purchaser with:**

- i. Arrival notice and
- ii. Delivery note.

The above documents (i) and (ii) shall be received by the Purchaser immediately after arrival of the goods at port of clearance and, if not received, the Supplier will be responsible for any consequent expenses.

For Goods from within the Purchaser’s country: Under Incoterms “Ex-Works/Ex-Showroom “ and delivery to named place of destination The Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of delivery of the goods in writing and deliver the following documents to the Purchaser:

- (i) two originals and two copies of the Supplier’s invoice, showing Purchaser, the Contract number, grant number; goods’ description, quantity, unit price, and total amount. Invoices must be signed and stamped or sealed with the company stamp/seal in original;
- (ii) Two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as consignee and delivery through to final destination as stated in the Contract;
- (iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (iv) four copies of the packing list identifying contents of each package;

- (v) original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; original of the Supplier's Certificate of Origin covering all items supplied;
- (vii) original and six copies of the Certificate of Inspection furnished to Supplier by the nominated inspection agency

## **12. Insurance (GCC Clause 12)**

GCC 12.1 The Insurance shall be in an amount equal to 110 percent of the CIP value of the goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes, and must be valid for 120 days following the date of delivery to the place of destination mentioned in the TDS

## **14. Incidental Services (GCC Clause 14)**

GCC14.1 Incidental services to be provided: The Supplier shall provide all necessary licenses and permissions mandatory levies within the country that may be required for the Goods. The costs of these shall be deemed included in the Contract Price.

## **16. Payment (GCC Clause 16)**

GCC 16.1 & 16.4 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: 100% On Delivery & Acceptance: shall be paid within 60 days of delivery to Named place of delivery, and submission of documents specified in GCC Clause 11 including an invoice (showing Purchaser's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser, by direct bank transfer to the Supplier's nominated bank account. Payment shall be made in Kenya Shilling or Currency of Bid

## **22. Liquidated Damages (GCC Clause 22)**

GCC 22.1 The applicable rate is one-half (0.5) percent per week, the maximum rate is ten (10) percent of the Contract Price.

## **27. Settlement of Disputes (GCC Clause 27)**

GCC 27.2.2 Clause 27.2.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 27.2.2 (b) shall be retained in the case of a Contract with a International of the Purchaser's country. The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be as follows:

- (i) Contracts with foreign Supplier: GCC 27.2.2 (a) –All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation

and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules.

- (ii) Contracts with Supplier International of the Purchaser's country: In the case of a dispute between the Purchaser and a Supplier who is a International of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

### **29. Governing Language (GCC Clause 29)**

GCC 29.1 English language

### **30. Applicable Law (GCC Clause 30)**

GCC 30.1 The Contract shall be interpreted in accordance with the laws of the Republic of Kenya

### **31. Notices (GCC Clause 31)**

GCC 31.1 **Procurement agent's address**

Ministry of health

#### **Office Address:**

Ministry of health- KCG

Kisii/Kenya

#### **Postal Address:**

P. O. Box: 92 - 40200 Kisii/Kenya

E-Mail: [procurement@ktrh.or.ke](mailto:procurement@ktrh.or.ke)

**Supplier's address:** Supplier's address

## **Section V. Schedule of Requirements**

1. Price Schedules for Goods Offered
2. Schedule of Requirements ( refer to attached price schedule)

**ASSORTED MEDICAL DEVICES FOR KISII HEALTH FACILITIES**

ITEM NAME	TECHNICAL SPECIFICATION	QNTY	RATE	TOTAL COST
<p>PATIENT EXAMINATION COACH</p>	<p>Required to Supply, delivery and assembling of fixed patient examination coach</p> <p>As per the below specifications</p> <p>Approx. dimensions (mm):</p> <p>[600-900] x 800 x 2000; the height should be fixed to meet the caregiver’s requirements and manoeuvring positions within the examination environment of a hospital</p> <p>Approx. weight (kg):</p> <p>Load capacity 140 kg for castor carrying load and above.</p> <p>Strong nylon construction with urethane tread</p> <p>Settings of use:</p> <p>Hospital, emergency room, operating room, outpatient examination room</p> <p>Types and variations</p> <ul style="list-style-type: none"> <li>• Adjustable head rest</li> <li>• Radiographic mandatory accessories                             <ul style="list-style-type: none"> <li>• Removable attached drip stand</li> <li>• Easy to clean and disinfect mattress</li> </ul> </li> </ul>	<p>28 PCS</p>		
<p>THERMOMETER</p>	<p>Infrared operated thermometer device</p>	<p>47 PCS</p>		
<p>MICROSCOPE</p>	<ul style="list-style-type: none"> <li>• 0 degree inclined 360 degree swiveling Siedentopf binocular head</li> <li>• High quality precise optical glass elements</li> <li>• Easy to attach a microscope camera or digital imager</li> <li>• Six magnification settings, 40x, 100x, 250x, 400x, 1000x and 2500x</li> </ul>	<p>20 PCS</p>		

	<ul style="list-style-type: none"> <li>• Four Achromatic objectives, DIN 4x, 10x, 40x, S, 100x, S, Oil</li> <li>• Two pairs of Wide field eyepieces: WF10x and WF25x</li> <li>• Adjustable interpupillary distance</li> <li>• Adjustable ocular diopter</li> <li>• Variable intensity illumination</li> <li>• Coaxial coarse and fine focus adjustment</li> <li>• Focusing knobs are on both sides</li> <li>• Stage upward moving lock protects objectives and slides</li> <li>• Stain-resistant double layer mechanical stage</li> <li>• NA1.25 Abbe Condenser with iris diaphragm and filters</li> <li>• Rack and pinion adjustment condenser.</li> <li>• Eyepieces: Wide field, WF10x and WF25x</li> <li>• Objectives: Achromatic DIN 4x, 10x, 40x, S, 100x, S, Oil</li> </ul>			
<p>PHOTOTHERAPY EQUIPMENT</p>	<ul style="list-style-type: none"> <li>• A mobile free standing unit</li> <li>• Adopts to the compact fluorescent tubes</li> <li>• Deliver high intensity phototherapy for effective treatment of Neonatal Jaundice</li> <li>• Adjustable Height</li> <li>• Convenient to control the irradiance levels on the neonate and different types of cradle</li> <li>• Source Unit should be tiltable</li> <li>• Adjustable height with Single hand and Castor for easy movement</li> <li>• Integral Timer for guiding the monitoring and replacing of lamps</li> <li>• Should have different with different bulb configurations</li> <li>• The standard model carries 6 Lamps - 4 Blue CFL lamps for Phototherapy and 2 white lamps for diagnosis</li> <li>• Optional Features – six blue lamps</li> <li>• Should have treatment time monitor</li> <li>• Power supply on 240v 50 hz class I safety level</li> </ul>	<p>2 PCS</p>		

	<ul style="list-style-type: none"> <li>• User friendly</li> </ul>			
DENTAL CHAIR	<ul style="list-style-type: none"> <li>• The dental should be designed ergonomic patient chair driven by 24V silence DC motor</li> <li>• .Pressure regulator &amp; timed for cup filler and spittoon flush</li> <li>• . Dentist &amp; Assistant control system</li> <li>• .Rotatingspittoon (ceramic/glass)</li> </ul> <p>Saliva ejector with high and low suction</p> <ul style="list-style-type: none"> <li>• 3-way syringe(cold/hot water)</li> <li>• Pure water Bottle System</li> <li>• LED film viewer</li> <li>• Operation light</li> <li>• Multi-functional foot controller</li> <li>• .Superior acid-proof and anti-alkali high quality hoses</li> <li>• Doctor stool</li> <li>• The main base of the dental chair</li> <li>• Basic specification Rated Voltage: A.C 220V~230V,50Hz</li> <li>• Rated power: 1100W Motor Voltage:</li> <li>• DC 5V Working Condition</li> <li>• Operation temperature: 5~40°C Relative</li> <li>• Humidity: ≤85%</li> <li>• Air Resource: Output 550kPa~800kPa;</li> <li>• air volume should not less than 50 L/min. Water Resource: Output 200kPa~400kPa; Water volume should not less than 10L/min.</li> <li>• Electronic specification Electronic Security Class: I class Electronic</li> <li>• Defending Class: B class</li> <li>• Running: Interrupted load and continued device</li> </ul> <p>Mandatory accessories</p> <ul style="list-style-type: none"> <li>• External compressor ready for installation.</li> <li>• All basic consumables for dental operations for 30 patients.</li> </ul>	7 PCS		

	<ul style="list-style-type: none"> <li>• Set of full dental chair maintenance kit for servicing and replacement of worn out drill pits and electrical replacement.</li> <li>• 8</li> </ul>			
<p>ULTRASOUND ON TROLLEY</p>	<p>Supply deliver and install Ultrasound scanner with integrated trolley with probe, soft touch alphanumeric key board with track ball:</p> <ol style="list-style-type: none"> <li>1. With panel switches &amp; control's easily operable.</li> <li>2. Integrated high resolution Monitor (17").</li> <li>3. Probes &amp; Gel holder-conveniently placed (2 each).</li> </ol> <p>Following transducer are to be supplied: 1. A-2.0-5.0 MHz Multi frequency Convex Transducer-One. 2. B-5.0-12.0 MHz Multi frequency Linear transducer-One. 3.C-5.0-8.0 MHz or more Endo Cavity probe-One. (+/- 1 MHz to be allowed for each): a. All probes should be electronic transducers and multi-frequency preferably three frequencies and should give aperture &amp; depths of scanning. b. Controls for Depth, gain compensation, body markers with transducers position. c. Real-time continuous dynamic focus. d. Auto annotation facility anywhere on image. e. Image display in B, B/M&amp;M Model (2B&amp;2D). f. Zoom facility minimum five times or more. g. Shades of grey 256 h. Inbuilt cine memory. h. Unit should be capable of measuring BPD, CRL, FL &amp; AC and other GA parameters. i. Facility for image magnification, inversion, changing, scan, direction, freeze facility. j. 8 step STC/GTC should be available. k. Frame rate minimum 50 FPS, hard disk capacity of 200 GB or more. l. Caliper with trackball for the measurement of distances circumferences, area volume etc. should be possible to make different measurement on single image. m. Alphanumeric key board, p.Panel Switches &amp; Foot Controls. n. Patient reports for Obs/Gynae including fetal growth trend, including Histogram facility for Tissue texture &amp; Trend graph for IUGR cases, Urology and orthopaedics. o. Give the gain adjustable/Range &amp; its steps. p. Calculations needed, Velocity, Heart rate, Volume addl. modes. q. Dicom 3.0 compatible. r. Review of stored images is desirable. s. Channels: 100 or more. t. Depth: 25 to 30 cm. u.</p>	<p>8 PCS</p>		

	<p>Dynamic range: 170dB &amp; above. v. Cine loop preivew for minimum 60 secs or more. w. Minimum 2 active porst should be there.</p> <p>Power Requirements Recharging unit:Input voltage-220V-240V AC, 50Hz. protected</p> <ul style="list-style-type: none"> <li>- Battery operated yes through UPS unit</li> <li>-Tolerance (to variations, shutdowns) NA</li> <li>- Protection Should have over charging cut-off with visual symbol.</li> <li>-Power consumption</li> <li>- Accessories (mandatory, standard); Spare parts (main ones); Consumables/reagents (open, closed system) The system should be supplied with the following accessories: 1. B &amp; W thermal printer with 50 rolls. 2. Tow KVA online suitable UPS.</li> </ul>			
DIGITAL BLOOD PRESSURE MACHINE	<ol style="list-style-type: none"> <li>1.Blood Pressure Indicator</li> <li>2.Fully automatic inflation and deflation</li> <li>3.Simple one-touch operation</li> <li>4.Memory for 30 sets of readings with date and time</li> <li>5.Displays average of last three readings taken within last 10 minutes</li> <li>6.Long battery life - measures up to 500 times</li> <li>7.Flexible fan shaped cuff</li> <li>8.Cuff size 22-32 cm</li> <li>9.Carry bag included</li> <li>10.Optional AC adapter</li> </ol>	117 PCS		
MERCURY BLOOD PRESSURE MACHINE	High volume utility equipment with complete accessories first quality brand with two extra cuffs	4 PCS		
SPHYGOMANOMETER BLOOD	High volume utility equipment with complete accessories first quality brand of medical with two extra cffs and air releasing valves.	7 PCS		

PRESSURE MACHINE				
<b>MEDICAL OXYGEN CYLINDERS AND VALVES 6.7CUBIC METRES WITH FLOW METER AND THERE MOBILE</b>	<p>CYLINDER SPECS</p> <ol style="list-style-type: none"> <li>Made of excellent steel. With high quality.</li> <li>Nominal working pressure: 15MPa;</li> <li>Testing pressure: 22.5MPa;</li> <li>Nominal wall thickness: 4.5mm;</li> <li>Material: 37Mn;</li> <li>Standard: GB99;</li> </ol> <p>OXYGEN FLOW METER SPECS</p> <ol style="list-style-type: none"> <li>input pressure: 15Mpa</li> <li>output pressure: 0.2-0.3Mpa</li> <li>automatic discharge pressure of the safety valve: 0.35+_0.05Mpa</li> <li>the range of flow: 1-10L/min, 1-15L/min</li> <li>outlet thread G 5/8</li> </ol>	3 PCS		
<b>EXAMINATION LAMP</b>	<ul style="list-style-type: none"> <li>Supply, deliver and install lamp , for examination . mobile on 5 castors , 5 star-shaped</li> <li>halogen type or LED type</li> <li>height of lamp head shall be adjustable</li> <li>light intensity shall be at least 15000 lux with a field radius of 17cm minimum</li> <li>color intensity : 4300 °k. single reflector of 150mm minimum</li> <li>Power rating : 1x40w minimum . 220vac/50hz. transformer , 24v dc shall be</li> </ul> <p>Mandatory to be included:</p> <p>accessories /spares : 5 halogen bulbs</p>	49 PCS		

<b>WEIGHING SCALE ADULT</b>	Supply deliver adult weighing scale with BMI measuring meter height	40 PCS		
<b>SUCTION MACHINES</b>	<ol style="list-style-type: none"> <li>1. A oil-impregnated vanes pump, Large-bore bottle, transparent hoses and unique connections, unit case made of engineering plastics, external appearance novel, structure reasonable.</li> <li>2. Two-stage overflow protection devices prevent liquid entering pump effectively; Air filter equipped reduces bacterium in absorbed liquid to environmental pollution.</li> <li>3. compact, light weight, put-and-pull smoothly, convenient to move.</li> <li>4. Max. Vacuum <math>\geq 0.09</math>MPa(680mmHg)</li> <li>5. Flowrate <math>\geq 30</math>L/Min</li> <li>6. Storage bottles 2500ml <math>\times 2</math></li> <li>7. Vacuum <span style="float: right;">Adjustable</span> Range: 0.02Mpa ~ Max. vacuum</li> <li>8. Noise <math>\leq 60</math>dB(A)</li> <li>9, Power supply <math>\sim 220</math>V <math>\pm 10\%</math>, 50Hz</li> <li>10. Input 280VA</li> </ol>	40 PCS		
<b>DELIVERY BEDS</b>	Supply, deliver and install delivery beds for hospital use with adjustable movement with accessories for support services during delivery process.	46 PCS		
<b>BABY RESUSITAIRE</b>	<p>Specifications for Neonatal Resuscitation Trolley</p> <ol style="list-style-type: none"> <li>1. Microcomputer controlled Radiant heat warmer (servo controlled) should provide controlled warmth during resuscitation of newborn babies.</li> <li>2. Complete Stainless steel fabrication including trolley</li> <li>3. User friendly feather touch control switches</li> <li>4. Bright temperature display</li> <li>5. Separate set temperature display. Set temp range 34-38° C (<math>&gt;37.0^\circ</math> override). Skin temp display 18-43° C. Accuracy <math>\pm 0.2^\circ</math> C (31° C to 37° C)</li> </ol>	4 PCS		

6. Display for % of heater output. Heater output 0-100%, 10% increments
7. Control mode : Air mode/ Pre-warm mode and skin mode
8. Pre-warm mode with time programmable, Heater output settable, Over temperature safety cut off.
9. APGAR timer : Alerts at 1, 5 and 10 minutes.
10. Audio alarm volume control preferable
11. Safety alarms : Probe failure, >10 C of set temperature, 390 C Air temperature, power failure.
12. Safety high skin temperature cut off at 390 C
13. Heater box should consist of ceramic infrared heater
14. The source box should be swivel type to take X-ray
15. Examination quartz lamp 50 W with illumination >0.11 lumens/cm<sup>2</sup> (100 ft. Candles).
16. Attached Baby bed with following facilities i. Minimum 6mm thick collapsible side supports ii. Baby tray with head up/down facility upto 45 degrees with thick cushion mattress iii. Separate X-ray guide for positioning the cassette iv. Open shelves, 2 Nos.
17. Patient gas supply Flow control range 0-15 LPM Airway pressure limit- Adjustable 0-50 cm H<sub>2</sub>O.
18. Autobreath infant resuscitator i. Adjustable breath rate range 18-60 BPM (+/-10% of setting) ii. I:E ratio Fixed at 1:2 Nominal iii. Pressure (PEEP) 0-18 H<sub>2</sub>O (0-1.77 kPa) iv. Gas bleed 5 LPM Max v. Precision blender (optional) 21-100% O<sub>2</sub> +/-3% O<sub>2</sub>
19. Oxygen regulator with hose pipe, holding to keep oxygen cylinder of medium size ( 5 liters), flow meter, humidifier bottle with silicon tubings
20. Electrically operated suction unit should provide safe settable suction( 0-150 mm Hg) required for neonates
21. Three years warranty and should provide 5 years CMC after completion of warranty period.
22. Demonstration compulsory
23. Training of hospital engineers & staff
24. Operating and detailed service manual should be supplied.
25. Power supply : 230 V AC + 10%, 50 HZ
26. Tropicalization :

	<p>27. Operating room temp : upto 40 C Storage room temp : upto 60 C Relative Humidity : upto 90% Non Condensing</p> <p>28. Rates of consumables &amp; accessories should be freezed for 8 years. Scope of Supply Suction tube : 75 Temp Probe: 1 Breathing circuit : 75</p>			
<b>WEIGHING SCALE FOR PAEDIATRICS</b>	<p>High precision strain gauge sensors system</p> <p>.Capacity and accuracy: 20kg/10g</p> <p>.Weighing mode: KG, LB, LB : OZ</p> <p>.Music function can attract baby's attention to reduce infant swing.</p> <p>.Free measuring tape and hygiene cloth included</p> <p><b>.Automatically switch off:60seconds</b></p> <p>.Low-battery indication</p> <p>.Overload protective system</p> <p>.Tare function</p> <p>.Power: 4 x AA batteries</p> <p><b>LCD display with backlight 2.5" Large</b></p> <p>Color : white,blue or red</p> <p>Material :ABS Plastic</p> <p>Warranty:1 year unlimited</p> <p>GW: 2 Kg And Dimention: 66 X 34 X 12 CM</p>	55 PCS		
<b>AUTOCLAVE MACHINE</b>	<p>1.Capacity 14 Litres</p> <p>2.Material Die Cast Aluminium</p> <p>3.Internal Dimensions 280mm Diameter x 230mm High (Minimum)</p>	59 PCS		



	<p>1 - 90 min (increment 1 min)</p> <p>Chamber diameter</p> <p>335 mm</p> <p>Overall dimensions (W×D×H)</p> <p>495 x 410 x 235 mm</p> <p>Weight</p> <p>11.8 kg</p> <p>Nominal operating voltage</p> <p>230 V, 50/60 Hz or 120 V, 50/60 Hz</p> <p>Power consumption (230V to 248 v</p>			
<b>WATER BATH</b>	<p>Required to supply, deliver and install standard water bath for laboratory services and use in a medical facility. Power operation on 240 v to 250 v protected power supply</p> <p>Full warranty for one year</p>	1 PC		
<b>GLUCOMETER</b>	<p>Supply and deliver glucometer gadgets for laboratory use</p>	27 PCS		
<b>FULL HEAMOGRAM EQUIPMENT</b>	<ul style="list-style-type: none"> <li>• Supply, deliver ,install train and commission full Heamogram equipment for laboratory services and for human medical results.</li> <li>• Please attach technical, user literature and reagent information for the same</li> <li>• The equipment must have been installed in Kenya at least 20 units. up and running.</li> <li>• Give literature on reagents cost in your quotation.</li> <li>• Final quote should include 200 to 300 tests included.</li> <li>• Full 1 year warranty comprehensive maintenance.</li> <li>• Possibility of service contract for 2 years comprehensive.</li> </ul>	4 PCS		

<p><b>MOBILE PATIENT STRETCHERS /TROLLIES</b></p>	<p>Supply,delivery and assembling of Mobile patient stretchers</p> <p>As per the below specifications</p> <hr/> <p>Approx. dimensions (mm):</p> <p>[600-900] x 800 x 2000; the height should be adjustable to meet the caregiver’s requirements and maneuvering positions within the hospital environment</p> <p>Approx. weight (kg):</p> <p>Load capacity 140 kg for castor carrying load and above.</p> <p>Strong nylon construction with urethane tread</p> <p>Settings of use:</p> <p>Hospital, emergency room, operating room, intensive care unit, radiology, intra-</p> <hr/> <p>Types and variations</p> <ul style="list-style-type: none"> <li>• Adjustable</li> <li>• Fixed-Height</li> <li>• Radiographic</li> <li>• Bariatric</li> </ul> <p>hospital transport</p> <p>mandatory accessories</p> <ul style="list-style-type: none"> <li>• Removable attached drip stand</li> <li>• Easy to clean and disinfect mattress</li> </ul> <p>Extra 2 pcs of castors Strong nylon construction with urethane tread for maintenance load capacity140 kg and above</p> <ul style="list-style-type: none"> <li>• Grease two kilograms for all trolleys</li> <li>• Two liters of oiling with oiling gun for all trolleys</li> </ul>	<p>20 PCS</p>		
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**WHEEL CHAIRS**

Supply deliver and assembling of Hospital patient wheel chairs as per the below specifications

22 PCS

Weight capacity :

125kg and above

Seat width :

17" or 19"

Seat depth :

16"

Seat height from floor : Seat back height : 18.5"

Overall Width :

22.25" or 24.25"

Overall Depth :

35"

Overall Height :

39.25"

Folded Width :

10.75to 19.25"

Mandatory accessories

- One extra big wheel and one small for each wheel chair
- Repair kit for the wheel chairs for future maintenance

<p><b>OXYGEN CONCENTRATOR</b></p>	<p>Required to supply,deliver install and offer user training for oxygen portable concentrator of dual type model with the following minimum specifications as basis of reference all cost included in the quote</p> <p><b>Oxygen Concentration:</b></p> <p>ISO 8359: 1.7 IEC 60601-7.9.3</p> <p>1-3 lpm: 95.5% - 92.0% 4 lpm: 92% ± 3% 5 lpm: 90% ± 3% <b>Physical Characteristics</b></p> <p>ISO 8359: 1.7 IEC 60601-7.9.2.5</p> <p><b>Electrical Power:</b> ISO 8359: 1.8 IEC 60601-4.</p> <p>230 VAC, 50 Hz, 2.0 amps 230 VAC, 60 Hz, 2.0 amps Double-insulated cabinet Approved to IEC 60601-1 3rd ed. Plus or minus five percent variance of power requirement.</p> <p><b>Alarms:</b> ISO 8359: 11.1 ISO 9703-2. IEC 60601-12.3</p> <p>Battery test Power failure High and low pressure Low oxygen concentration (with Oxygen Monitor option)</p> <p><b>Temperature:</b> ISO 8359: 1.7 IEC 60601-7.9.3 Operational: 5°F to 104°F (-15°C to 40°C) Storage: -4°F to 140°F (-20°C to 60°C) Relief Pressure ISO 8359: 1.7 IEC 60601-7.9.3 45 Psig (310 kPa) @ Compressor MN078-1 Rev K 22 <b>O2 Monitor Option</b> ISO 8359: 1.7 IEC 60601-7.9.3 Yellow caution light Range: Below 85% +/- 3% O2 Audible Alarm: After 15 min. +/- 2 min. below specified Range Max Pressure = 60 Psig (414kPa) Max Flow 8 LPM Operating temperature Range: -31°F to 158°F (-35°C to 70°C) Operational Humidity: 0 to 100% Altitude ISO 8359: 1.7 IEC 60601-7.9.3 Sea level to 400 ft. 13,125 ft. (4000 m) 92%O2 87% O2 Sound Pressure ISO 8359: 4.6 IEC 60601-1: 9.6 EUT: 53 dbA per ISO 3744 (Max 60 dbA allowed) Chamber Background Noise: 30dbA Max Fire Prevention - System Read warnings and</p>	<p>42 PCS</p>		
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	<p>cautions on flammable cleaning solvents, grease, oil and “NO”1.</p> <p><b>There shall be three legs of the thermal event triangle:</b> Fuel, Oxidizer and Ignition source. Two of the three are present: Cotton fibre, skin lotion, facial hair and some plastics are hydrocarbon by nature. Oxygen of 90% level runs through the plastic tubing to cannula. Therefore, protected from sparking, flame from a lighter or match or other elevated temperatures beyond operational range to reduce risk of thermal event. To further improve safety, install OxySafe Kit Part No. 20628667 and 20628668. Fire Prevention ISO 8359:7.2 IEC 60601-1: 11.2 O2 level inside Concentrator at or below 25%</p> <p><b>Excessive Temperatures</b></p> <p>ISO 8359:7.1 IEC 60601-1: 11.1 Maximum O2 Outlet Temperature Rise + 5.4o F (3o C) Flow Rate Range ISO 8359 Section 8_50.3 IEC 60601-1: 7.4 1% maximum difference in flow rate of allowable +/- 10%</p> <p><b>Backpressure Effect Test</b> IEC 60601-1: 7.4 Flow Applied Pressure * 5.00 lpm @ 0 psig (0 kPa) 4.75 lpm @ 1 psig (7 kPa) Outlet Pressure Test ISO 8359 Section 8_50.8 IEC 60601-1: 7.4 Actual Pressure Max Allowable Limit 7.3 max psig 8</p>			
<b>STETHOSCOPES</b>	Supply and deliver medical use stethoscopes sensitive to to heart characteristics and compatible to standard medical procedures	57 PCS		
<b>BIOCHEM ANALYZER</b>	<ul style="list-style-type: none"> <li>• Managed by microprocessor and equipped with a big graphic display</li> <li>• Should have built 9 chamber Incubator Block</li> <li>• Sample ID number is selectable and displayed before testing.</li> <li>• Should have 120 Programming Locations.</li> <li>• Should have Lamp save facility.</li> <li>• Real time plot for Kinetic and Fixed time</li> <li>• Facility to print to Patient Name and ID</li> <li>• Menu selection by key board and arrow keys.</li> </ul>	2 PCS		

	<ul style="list-style-type: none"> <li>• Option to have External KEY BOARD is must.</li> <li>• Patient &amp; QC data storage for recall.</li> <li>• Storage 2 level QC data with Levey-Jennigs plot.</li> <li>• Blank value memory.</li> <li>• Manufacturing Company should have more than 40 installations of Bichemistry Analyser in Kenya.</li> <li>• Mfg Company should have Service Station based in Kenya (Address should be provided)</li> <li>• Mfg. Company should have Resident Engineer based in Goa and should provide the name of the Engineer address and all other details.</li> <li>• Mfg Company should be CE certified.</li> <li>• Mfg Company should be ISO 9001 – 2000 certified</li> <li>• Warranty:- Should be for TWO Years.</li> </ul> <p>Technical Specification :-</p> <ul style="list-style-type: none"> <li>• Operating Modes :- Absorbance , kinetic, Fixed Time, Multistandard, Differential. Flow Cell :- 18 ul Typical working volume :- 500 ul Minimum working Volume :- 350 ul Carry Over :- &lt; 1.0% Filter Wavelengths :- 340, 405, 492, 505, 546, 578, 630 &amp; 1 empty position. Reading :- Monochromatic , Bichromatic Measuring Range :- 0.200 to 2.5000 O.D Results Memory :- 400 tests results Display :- Graphic 240 X 128 pixels Incubator:- 10 Positions Cuvette:- Square or Cylindrical Printer:- Built in graphic 24 columns External Port :- RS232</li> </ul>			
<b>VACCINE FRIGIDE</b>	<p><b>Temperature Range:</b> +2°C to +8°C which is controlled by microprocessor based digital temperature controller.</p> <p><b>Ice Pack Compartment:</b> Equipped with built-in ice ice packs to keep the chamber temperature within 2°C to 8°C range in an ambient temperature of no warmer than 43 °C for up to 24 hours during loss of power.</p>	12 PCS		

	<p>Skin condenser on inner lining of external body + Air-cooled type condenser with grooved Aluminum fins for effective heat transfer</p> <p><b>Capacity:136 litres to 148 litres.</b></p> <p><b>Temperature hold time 20 to 24 hrs in case power blackout</b></p> <p>In built stabilizer - Automatic Hi / Low voltage cut-off and time-delay restart.</p> <p>On 240 to 260 volts regulated power supply</p>			
<p><b>LABORATORY REFRIGERATOR</b></p>	<ul style="list-style-type: none"> <li>• Blood Bank Refrigerator Capacity 50-60 standard blood bags</li> <li>• Capacity : It should be able to accommodate 50-60 standard blood bags of each 450 ml capacity.</li> <li>• Temperature ratings : 2 °C to 6 °C with setting accuracy <math>\pm 1^{\circ}\text{C}</math></li> <li>• Should have provision for air circulation</li> <li>• Digital temperature display and audio visual alarm system</li> <li>• Technical data : Input voltage 220/ 240 volts, 50 cycle, single phase, AC.</li> <li>• Weight : To be indicated by the bidder</li> <li>• Construction : Outside C.R. Sheet at least 1 mm thick and inside stainless steel of at least 22 G. It should have 2-3 rolled out type drawers of stainless steel of 22 G.</li> <li>• A line voltage corrector of appropriate rating will form part of standard configuration.</li> <li>• Warranty : The warranty for 2 years from the date of installation followed by comprehensive annual maintenance contract including spare parts for subsequent two years.</li> </ul>	<p>5 PCS</p>		
<p><b>HOUSE HOLD FRIGDE</b></p>	<p>Supply deliver and install domestic refrigerator on protected power supply with internal power protection against power outages and fluctuations.</p> <p>Voltage tolerance up to 260 volt on internal power guard.</p>	<p>13 PCS</p>		

	<p>The fridge should have two compartments one for freezer and refrigeration compartment. Size commercial size of between 200 litre to 240 liters</p>			
<b>CADIARC BED</b>	<p>Supply, deliver and assemble cardiac bed for medical use. Required to attach the bed literature in the quotation</p>	2 PCS		
<b>STANDARD HOSPITAL BED</b>	<p>Required to Supply, delivery and assembling of hospital beds and finally commissioning for use</p> <ul style="list-style-type: none"> <li>• The bed frame work should made of mild strong steel ERW rectangular tubes in epoxy coated on and finely finished.</li> <li>• Bed top that is made of perforated steel epoxy powder coated and baked finish</li> <li>• Detachable stainless steel headboards and footboards.</li> <li>• Headboards and footboards are fixed to the bed frames with bolts and nuts to make it stable.</li> <li>• The 25 pieces beds should be on castors on all of them and castors with breaks on all.</li> <li>• The 25 pcs without castors</li> <li>• All the beds should have underneath small utility carriers for patient like shoes, small bags.</li> <li>• One core function operated by single crank which can raise up to 80 degrees plus or minus 5 percent. within allowable measurements</li> <li>• Machined thick flat bars for bed mattress body holder</li> <li>• Attached detachable adjustable stainless steel drip stand.</li> <li>• Under bed rack welded on bed frame.</li> <li>• Overall measurement of the will be 2100mm length by 950mm in width by 550mm in height plus or minus two percent allowance.</li> </ul> <p>On delivery the bed and its accessories must be scratch free and in good condition</p>	75 PCS		
<b>MATRESSES</b>	<p>Supply, delver and fit the mattresses of medium density to fit for the size of bed quoted .</p>	75 PCS		

	The mattresses must in Macintosh material with extra pillow case in Macintosh			
Bed side lockers	<p>Required to Supply ,delivery and assembling of hospital side lockers matching the color of beds</p> <ul style="list-style-type: none"> <li>• The bedside locker to made of strong steel with epoxy coated on it.</li> <li>• The top should be made of stainless steel.</li> <li>• It will have one drawer and one door lockable.</li> <li>• It will be on castors at least two for the castors with breaks</li> <li>• Measurement of at least 500 mm in length by 500mm in width by 750mm in height</li> </ul> <p>To be delivered in good condition</p> <p>Or equivalent material that match the described specifications.</p>	75 PCS		
DIGITAL THERMOMETER	Supply and deliver digital sensor thermometers for human body measurement characteristics. Easy to clean	31 PCS		
FEOTALSCOPE	<p>1.Portable and light weight, easy to operate.</p> <p>LCD data display with backlight Date and time display, battery capacity in indicator</p> <p>Advanced digital signal processing (DSP) technique is applied for real-time calculation of FHR</p> <p>2. High sensitive transducer, low ultrasound power.</p> <p>3.Built-in rechargeable battery</p> <ul style="list-style-type: none"> <li>• Replacing Ultrasound transducer</li> <li>• Built-in speaker and ear-phone output</li> </ul> <p>4.Standard Configuration: FHR Value Display AC Adapter Transmission Gel Li-ion Battery</p>	4 PCS		

	<p style="text-align: center;">5.Optional Configuration:  1. FHR Curve Display (5000A+)  Maternal SpO2 and PR Detection (5000A++)</p>			
EAR SYRINGING SET	Supply and deliver the standard set of Ear syringing set of medical standard. Please attach brochure for the same	4 PCS		
STITCHING SETS	Supply and deliver standard stitching sets non corrosive and autoclave quality complete for medical procedures	106 PCS		
EMERGENCY TRAYS	Supply and deliver standard emergency sets non corrosive and autoclave quality complete for medical procedures	10 PCS		
DELIVERY SETS	Supply and deliver standard set of delivery sets non corrosive and autoclave quality complete for medical procedures and easy to clean	189 SETS		
EPISIOTOMY SETS	Supply and deliver standard episotomy sets non corrosive and autoclave quality complete in accessories for medical procedures	30 PCS		
MVA KITS	Supply and deliver standard MVA kits non corrosive and autoclave quality complete for medical procedures and safety level of medical standards	30 PCS		
ELECTROLYTE ANALYZER	Supply ,deliver and do installation of electrolyte analyzer Attaché equipment brochure. Indicate source of the reagents. The equipment must be on UPS power supply well protected with compressive warranty for use and maintenance. Suppl the reagents for 200 tests as minimum start-up kit. The equipment must ISO Certicified and CE compliant.	1 PCS		
NEBULIZER	<ul style="list-style-type: none"> <li>• Should be lightweight, portable and compact</li> <li>• . Should have a dust filter.</li> <li>• Should be able to deliver a flow rate of 6-8 lpm at operating pressure range 8 to 16 psi.</li> <li>• Should have a check valve to protect the device against contamination due to backward inhalation</li> </ul>	7 PCS		

	<ul style="list-style-type: none"> <li>• Should be compatible for continuous use – Ultrasonic type</li> <li>• Should works on 200-240Vac/50Hz.</li> <li>• Should be supplied with nebulization accessory kit with mask for adult and paediatric – 4 nos. each</li> <li>• Nebulization mask for adult and paediatric – 20 nos. each</li> </ul>			
CELLULAR BLANKETS	Supply and deliver cellular blankets for hospital use. Size equivalent for standard hospital bed	24 PCS		
DRIP STANDS	Made of stainless steel adjustable and mounted on castors User friendly	34 PCS		
IUCD INSERTION KITS	Supply and deliver standard iucd insertion kits non corrosive and autoclave quality complete for medical procedures and safety level of medical standards	47 PCS		
INCISION & DRAINING SETS	Supply and deliver standard incision draining sets non corrosive and autoclave quality complete for medical procedures and function	22 PCS		
SHAKERS	Supply and deliver sample shakers working 240 to 250 v power supply for laboratory use	7 PCS		
<b>BABY INCUBATOR WITH PHOTOTHERAPY LIGHT</b>	<p>Power source 220 V to 240 V anti-surge protected Microprocessor based servo controlled temperature system Temperature displayed by LED Alarms functions: Power failure; over temperature; temperature deviation; temperature sensor failure; fan failure; &gt;37 temperature setting A keypad lock prevent inadvertent changes the setting Humidity is adjustable continuously Heating power displayed on panel A second thermal cut-off function for more safety The infant bed inclination angle is adjustable Trough for pulling and pushing ,which is convenient to add water and wash</p>	25 PCS		

	<p>Fan with low noise and long life-span</p> <p>Temperature deviation and over temperature could be amended in front panel directly</p> <p>Silence/reset button for alarms</p> <p>six operating windows, two sides operating windows can be swivelled</p> <p>Heater is electrically cut-out if air temperature inside incubator exceed 40</p> <p>Cupboard for easy storage</p>			
BEDSCREENS	Supply and deliver standard hospital foldable on castors painted metal of high quality paint	10 PCS		
AUTOCLAVE DRUMS	Made of stainless steel heavy duty and can fit in 14 liter autoclave capacity operated on 240 to 250 v 50 Hz 4 kw to 6 kw power consumption	36 PCS		
DRESSING SETS	Supply and deliver standard dressing sets non corrosive and autoclave quality complete for medical procedures and safety level of medical standards	27 PCS		
SPECULUM	Supply and deliver standard speculum non corrosive and autoclave quality complete for medical procedures and safety level of medical standards	5 PCS		
C-SECTION KIT	Supply and deliver standard C-section kits non corrosive and autoclave quality complete for medical procedures and safety level of medical standards	1 PCS		
VAGINAL EXAMINATION SETS	Supply and deliver standard iucd insertion kits non corrosive and autoclave quality complete for medical procedures and safety level of medical standards	8 PCS		
ASSORTED SCISSORS	Supply and deliver standard assorted scissors non corrosive and autoclave quality complete for medical procedures and safety level of medical standards	15 PCS		
ASSORTED FORCEPS	Supply and deliver standard assorted forceps non corrosive and autoclave quality complete for medical procedures and safety level of medical standards	50 PCS		
ASSORTED NEEDLE HOLDERS	Supply and deliver standard assorted needle holders non corrosive and autoclave quality complete for medical procedures and safety level of medical standards	50 PCS		
ASSORTED SPONGE HOLDERS	Supply and deliver standard sponge holders kits non corrosive and autoclave quality complete for medical procedures and safety level of medical standards	50 PCS		
HEATERS	240 v 3kw twin heater	18 PCS		

BABY COTS	Supply and deliver hospital baby cots with mattresses in Macintosh . Mattresses should be of medium density.	8 PCS		
HAEMOCUE (S3)	For laboratory use	13 PCS		
DRESSING PACK	Supply and deliver standard dressing packs non corrosive and autoclave quality complete for medical procedures and safety level of medical standards	22 PCS		
TREADMILL	<ul style="list-style-type: none"> <li>• Required to supply, deliver and installation of treadmill as follows Dimensions</li> <li>• Dimension (L W H) - 2180 x 900 x 1580 mm</li> <li>• Inches - 85.75'' x 35.5'' x 62.25 '' (c) Walking Area (L W) - 1600 x 570 mm</li> <li>• HP - 5.5 HP AC Motor continuous duty</li> <li>• Incline</li> <li>• Motorized Incline LED Display</li> <li>• Speed Range - 1.5 – 20 Km/h (b) Weight allowed - 180 Kgs</li> <li>• N W - 196 Kgs</li> <li>• G W - 265 Kgs (e) Speed -10 speed Hotkey, 6 Incline hotkey.</li> <li>• Full warranty for atleast one year</li> </ul>	1PC		
MOBILE DRUG CABINETS	<p>Required to Supply and deliver Hospital drug trolleys</p> <ul style="list-style-type: none"> <li>• Made of high-strength ABS material</li> <li>• With four plastic steel columns 2 drawers, inner with dividers can be organized easily and freely</li> <li>• Four luxurious noiseless casters, two with brakes</li> <li>• 2 drawers, inner with dividers can be organized easily and freely</li> <li>• One Dust basket.</li> <li>• Size-590*470*920mm</li> </ul> <p>Mandatory accessories</p> <ul style="list-style-type: none"> <li>• Two extra castors for future maintenance for each trolley</li> <li>• Grease 1kg for all trolleys</li> <li>• Two liters of oiling with oiling gun for all trolleys</li> </ul>	20 PCS		

<b>Dental auxiliary devices</b>	Dental forceps		7 sets		
	-Upper molar universal	3			
	-Upper molar left	3			
	-Upper molar right	3			
	-Upper premolar	3			
	-Upper anterior	6			
	-Upper root	3			
	-Lower molar	3			
	-Lower cow horn	3			
	- Lower premolar	3			
	-Elevators	103			
	Cyer-	3			
	Left	6			
	Right	6			
	-Dental mirror	1			
	-Dental probes	5			
	-Dental stitching set	4 boxes			
	-Dental syringes	2 boxes			
	- Dental needles long	8 boxes			
	- Dental needles short	7 boxes			
	- Dental lignocaine cartridges	5pcs			
	-Tongue depressors	3 pcs			
	- Curves	1			
- Condesus	2				
-zinc oxide euginal	1 box				

	-Dycar	1			
	-Amalgam capsules	1			
	- Amalgamator	1			
	-Dental chair	2			
	-Dental x-ray				
	-Dentist stool				
		1pc			
	Dental scaler(ultrasonic)				
	Allow sum for renovation works for dental rooms and laboratory working areas .sum of Kenya shillings one million six hundred thousand.				
	Provide quotation for maintenance contract on the following in the bid document for 2 years after warranty period 1.dental chairs.2.dental X-ray.3. Biochem equipment.4. Ultrasound equipment.5. Heamogram equipment.6. Oxygen concentrators. 7. Electolyte equipment. Total cost provisional for two years comprehensive				
	Allow sum of kenya shillings one million two hundred for mechanical and electrical improvement and adjustments				
	<b>SUB TOTAL</b>				

	Contingencies at five percent of the total cost			
	<b>SUB TOTAL</b>			
	<b>ADD VAT</b>			
	<b>TOTAL COST</b>			

## **Section VI. Technical Specifications**

1. Technical Specifications
2. General technical specifications
3. General packaging instructions

## **Technical Specifications**

As at the BQ

## **Section VII. Sample Forms**

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**1. Form of Tender**

IFT No.: KCG/HQ/TE/3/2017-2018

Assorted medical devices for Kisii health facilities

To: Ministry of health  
P. O. Box 92-40200  
Kisii, Kenya;

Dear Sir or Madam,

Having examined the tender documents including Addenda Nos.....[Insert numbers] the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Assorted medical devices for Kisii health facilities in conformity with the said tender documents for the sum of [Insert: Total tender amount in words and figures]

.....  
.....  
.....

1. 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 the goods 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 equivalent to 10% Percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kisii County Government .

4. We agree to abide by this Tender for a period of 90 days from the date fixed for tender opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this ..... day of ..... 20.....  
Signed.....

In the capacity of [insert: title or position].....

Duly authorized to sign tender for and on behalf  
of..... [insert: name of tenderer]

## 2. Tender Security Form

IFT No.: KCG/HQ/TE/3/2017-2018

Assorted medical devices for Kisii health facilities

To: Ministry of health

P. O. Box 92-40200

Kisii, Kenya;

WHEREAS..... [insert: name of Tenderer]  
(hereinafter called “the Tenderer”) has submitted its tender dated.....  
[insert: date of tender] for the performance of the above-named Contract (hereinafter called “the Tender”)

KNOW ALL PERSONS by these present that WE.....  
[insert: name of bank] of .....[insert:  
address of bank ] (hereinafter called “the Bank”) are bound  
unto..... [ insert: name of Purchaser ]  
(hereinafter called “the Purchaser”) in the sum  
of:.....  
[ insert: amount ], for which payment well and truly to be made to the said Purchaser,  
the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this..... [Insert:  
number]..... day of..... [Insert: month],.....[Insert: year].

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers or
2. If the tenderer rejects the correction of an error upon prompt notice by the procuring entity and
3. If the tenderer, having been notified of the acceptance of his tender by the employer during the period of tender validity:
  - a) Fails or refuses to execute the form of agreement in accordance with the instructions to tenderers if required or
  - b) Fails or refuses to furnish the Performance Security, in accordance with 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 guarantee will remain in full force up to and including thirty (30) days after the period of tender validity and any demand in respect thereof should reach the Guarantor not later than the above date.

Signature of the Guarantor.....

Date:.....

(Witness) ..... Date:.....

Common Seal of the Bank

### 3. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the..... [ insert: number ] day of.....  
[ insert: month ],..... [ insert: year ].

BETWEEN

1 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 [ insert: name of Tenderer], a corporation incorporated under the laws of [ insert: country of Tenderer ] and having its principal place of business at [ insert: address of Tenderer ] (hereinafter called “the Supplier”).

2 WHEREAS the Procuring entity invited tenders for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a tender by the tenderer for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

2.4.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2.4.2 The following documents shall constitute the Contract between the Purchaser and the Tenderer, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Technical Requirements (including Functional Requirements and Implementation Schedule)
- (e) The Supplier’s tender and original Price Schedules
- (f) The Purchaser’s Notification of Award
- (g) The Supplier’s Acceptance letter
- (h) [Add here: any other documents]

3. In consideration of the payments to be made by the Procuring Entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Procuring Entity hereby covenants to pay the Tenderer in consideration of the provision of the Goods and Services 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.

For and on behalf of the Procuring Entity

Signed: in the capacity of.....  
[ insert: title or other appropriate designation ] in the presence of.....

For and on behalf of the Tenderer

Signed: in the capacity of.....  
[ insert: title or other appropriate designation ] in the presence of.....

CONTRACT AGREEMENT dated the..... [ insert: number ] day of..... [ insert: month  
,..... [ insert: year ] BETWEEN ..... [ insert: name of Procuring Entity ], “the Purchaser” and..... [ insert: name of Tenderer ], “the Supplier”

**4. Performance Security Bank Guarantee (unconditional)**

IFT No.: KCG/HQ/TE/3/2017-2018

Assorted medical devices for Kisii health facilities

To: Ministry of health

P. O. Box 92-40200

Kisii, Kenya;

We refer to the Contract Agreement (“the Contract”) signed on .....[ insert: date ] between you and..... [ insert: name of Tenderer ] (“the Supplier”) concerning the supply, delivery and Installation of..... [ insert: a brief description of the Goods]. By this letter we, the undersigned,..... [insert: name of bank], a bank (or company) organized under the laws of..... [insert: country of bank] and having its registered/principal office at..... [ insert: address of bank ], (hereinafter, “the Bank”) do hereby jointly and severally with the Tenderer irrevocably guarantee payment owed to you by the Tenderer, pursuant to the Contract, up to the sum of..... [ insert: amount in numbers and words ].

This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Tenderer to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Tenderer to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Tenderer, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional

endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signature of the Guarantor.....

Date:.....

(Witness) ..... Date:.....

Common Seal of the Bank

**5. Manufacturer’s Authorization Form**

(Must be on Manufacturer’s or Producer’s letterhead)

To The Ministry

WHEREAS..... [ insert: name of the manufacturer or producer ]  
(hereinafter, “we” or “us”) who are established and reputable manufacturers or producers of

.....  
[ insert: name and/or description of the Goods requiring this authorization ] (hereinafter,  
“Goods”) having production facilities at..... [ insert: address of factory ]  
do hereby authorize ..... [ insert: name and address of Tenderer ]  
(hereinafter, the “Tenderer”) to submit a tender, and subsequently negotiate and sign the  
Contract with you against IFT: KCG/HQ/TE/3/2017-2018 Assorted medical devices for Kisii  
health facilities including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above-specified Goods against  
these tender documents.

For and on behalf of the Manufacturer or Producer

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of ..... [insert: title, position, or other appropriate  
designation] and duly authorize to sign this Authorization on behalf  
of..... [insert: name of manufacturer or producer]

NOTE: Manufacturer’s Authorization must be ON LETTER HEAD and addressed to KCG-  
HEALTH MINISTRY and must be tender and item specific and signed by an authorized  
signatory. – MANDATOR

## **6. Declaration of Undertaking (Integrity Statement)**

*Anti – Corruption Policy in the Procurement Process*

### **Undertaking By Bidder On Anti – Corruption Policy / Code of Conduct And Compliance Programme**

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

The Ministry (KCG- HEALTH MINISTRY) is a state corporation under the Ministry of Health established to procure on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

### **The following is a requirement that every Bidder wishing to do business with Kisii County Government must comply with:**

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3) a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.  
b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.  
c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.  
d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.  
e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

(4) Tenders which do not conform to these requirements shall not be considered.

(5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply.

The sanctions may include all or any of the following:

a) Cancellation of the contract;

b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).

(6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.

(7) The Kisii County Government through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract.

Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Bidder: .....

Address: .....

**MEMORANDUM (FORMAT)**

(Clause 41, 62 and 66 of Kenya Public Procurement and Asset Disposal Act 2015)

This company \_\_\_\_\_(name of company) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Bidder: .....

Address: .....

**NON - DEBARMENT DECLARATION**

We (*insert the name of the company / supplier*) -----declares and guarantees that no director, sub-contractor or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name .....Signature.....Date .....

Company Seal / Business Stamp

**7. Supplier Data Record**

SUPPLIER BUSINESS DETAILS (fill in Block letters)

Company name .....

Company Post Office Address.....

Telephone Nos: .....

Office No. -----

Mobile No. -----

Fax No (with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): \_\_\_\_\_

e-mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): \_\_\_\_\_

Company Registration Number: .....

1. Location of business premises -----

2. Building name and number -----

3. Floor Number -----

4. Room number -----

5. Plot Number -----

6. VAT Certificate Number -----

7. Local Authority License Number..... Expiry Date -----

8. PIN certificate Number -----

9. Website if any ----- when submitting your bid, please ensures that you submit copies of the following documents;

1. Copy of Certificate of incorporation

2. Copy of current Tax Compliance Certificate

Contact Name Job Title

Telephone No. \_\_\_\_\_

Fax No. (with entering your fax no. here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): \_\_\_\_\_

e-Mail Address (with entering your e-Mail address here you consent that this means of communication will be used for any communication during the tender process and that you will ensure that notice will be taken): \_\_\_\_\_

Main business activity

Please NOTE giving false information in this section will lead to outright Disqualification from tendering process.

Type of organization (please tick as necessary)

- 1. Partnership
- 2. Co-operative
- 3. Private Ltd.
- 4. Public Company
- 5. Other.

Type of premises (tick as necessary)

- 1. factory,
- 2. warehouse
- 3. Other.

Freehold

Leasehold

Names of executives

Chairman ----- Nationality -----  
Shares held -----

Managing Director ----- Nationality -----  
Shares held -----

Company Secretary ----- Nationality -----  
Shares held -----

Name of Directors

- 1. ----- Nationality ----- Shares held -----
- 2. -----Nationality ----- Shares held -----

3. ----- Nationality ----- Shares held -----  
 4. -----Nationality ----- Shares held -----  
 5. -----Nationality ----- Shares held -----

Name and address of ultimate holding company and any subsidiary companies.....

Total no. of employees in group No. of locations/premises in group Member of a Trade Association? .....

Details of any Certification e.g. ISO 9000 (attach copies of valid certificates)

Name product(s) for which you act as an Authorized Dealer / Distributor and attach copies of valid certificates of authority.

- |    |    |
|----|----|
| 1. | 5. |
| 2. | 6. |
| 3. | 7. |
| 4. | 8. |

Bidders should only provide documentation for products they are offering to supply in the tender

Bank References and other details

A) Primary Bank (The Main Bank)

- 1) Name: -----  
 2) Postal Address: -----  
 3) Telephone Land line number;-----  
 4) Fax Number: -----  
 5) Email Address: -----

Name of the account: -----

Account number: -----

Number of years operated: -----

SECONDARY BANKERS (if applicable)

Bank name and address: -----

Name of the account: -----

Account number: -----

Years of operation -----

### Commercial References

Provide names and contact details of four customers that have done business with you in the last three years.

A) Trade References - customer 1

Activity: -----

Period of relationship: (Year) -----

Contact name: -----

Fax no. -----

Email address: -----

Value of contract orders in USD-----

Telephone No. -----

Physical address; -----

B) Trade References - customer 2

Activity: -----

Period of relationship: (Year) -----

Contact name: -----

Fax no. -----

Email address: -----

Value of contract orders in USD-----

Telephone No. -----

Physical address; -----

Trade References - customer 3

Business Activity: -----

Period of relationship (year) -----

Contact name: -----

Fax no.-----

Email address: -----

Value of contract orders in Kenya Shillings KSHS -----

Telephone No. Mobile -----

Telephone Number Land line -----

Physical address: -----

Trade References - customer 4

Business Activity: -----

Period of relationship (year) -----

Contact name: -----

Fax no.-----

Email address: -----

Value of contract orders in Kenya Shillings KSHS -----

Telephone No. Mobile -----

Telephone Number Land line -----

Physical address: -----

**SUPPORT SERVICES AVAILABLE**

What after sales / warranty / spare parts / support services / local agent / repair are available?

(Please feel free to attach any further supporting information with this form)

**DECLARATION BY THE APPLICANT**

Full names: -----

Telephone Number mobile -----

Telephone No. Land Line -----

Job title of signatory:-----

Signature of the applicant.....

Date of application: -----

Please affix company rubber stamp or seal

## **Section VIII: Evaluation Criteria**

A –Preliminary Examination

B –Technical Evaluation

i) Documents Examination

ii) Product Evaluation

C – Financial Evaluation

## **Section VIII. TENDER EVALUATION CRITERIA**

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and Suitability of the Bid. Bids that do not contain all the information required will be declared non-responsive and shall not be evaluated further

### **A) PRELIMINARY EXAMINATION**

#### **1.1 Stage I – Mandatory Requirements**

This stage of evaluation shall involve examination of the mandatory requirements as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

- a) Copy of Certificate of Registration/Incorporation
- b) Copy of Valid Registration with National Construction Authority (NCA) Certificate.
- c) Copy of Valid Tax Compliance Certificate
- d) Duly Signed Anti-Corruption declaration form
- e) Duly signed non-Debarment declaration form
- f) Duly signed and stamped form of Tender and confidential business questionnaire
- g) Duly signed Manufacturer's Authorization letter (if Tenderer is not a Manufacturer)
- h) Quality certification KEBS/ ISO
- i) Manufacturer's Original Brochure for specific item offered
- j) Warranty letter from the Manufacturer for the specific item offered.
- k) Copy of valid business permit
- l) Original Bid Bond of 2% of the total sum quoted

**NOTE: Failure to comply with Mandatory requirements will lead to automatic disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.**

## **B) TECHNICAL EVALUATION**

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

*In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instructions to Tenderers and their capability and adequacy of resources to effectively carry out the subject contract.*

*In order to comply with provisions of clause 2.2 of Instruction to tenderers, the tenderers shall be required;*

- a) *To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;*
- b) *To supply equipment's/items which comply with the technical specifications set out in the bid document. In this regard, the bidders shall be required to submit relevant technical brochures/catalogues with the tender document, highlighting the Catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:*
  - (i) Standards of manufacture;
  - (ii) Performance ratings/characteristics;
  - (iii) Material of manufacture; and
  - (iv) Any other necessary requirements (Specify).

The bid will then be analyzed, using the information in the technical brochures, to determine compliance with General and Particular technical specifications for the works as indicated in the tender document. The tenderer shall also fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Items/Equipment's they propose to supply.

### **a. Stage II -Technical Evaluation**

The award of points considered in this section shall be as shown below:



	<input type="checkbox"/> Artisan with under 10 years relevant experience --2		<b>4</b>
Iv	<b>Contract completed in the last 10 (ten) years. <u>Provide Evidence</u></b> Supply - 2 projects of similar magnitude for medical equipment  <b>Maximum - 14 marks</b> (a) Kshs 15 Million – 20Million – (7 mark for each project) (b) Kshs 10 million – 14.9 Million – (3 marks for each project) © Kshs 5 million – 9.9 Million – (2 marks for each project) (d) Kshs 0 million – 4.9 Million – (1 marks for each project)		<b>14</b>
V	<b>On-going projects and their values. (must attach proof of supply or service of medical equipment) Provide Evidence</b>		<b>10</b>
Vi	<b>Schedule of contractors equipment and transport (proof or evidence of ownership/Lease)</b> <b>a)Relevant Transport</b> <input type="checkbox"/> Trucks 1No. (2Mks) <input type="checkbox"/> Pickups 1No. (2mks)  <b>b) Equipment's/tools</b> <input type="checkbox"/> Refrigeration kit 2No. (2mks) <input type="checkbox"/> Welding machine 2No. (2Mks) <input type="checkbox"/> Drilling tools 2No. Sets (2mks) <input type="checkbox"/> Cutting tools 2No. Sets (2mks)		<b>12</b>
Vii	<b>Financial report</b>		
	a)Audited financial report (last three (3) years) <input type="checkbox"/> Provide Audited Accounts for 2016, 2015, 2014..... (8 Mks)		<b>8</b>
	b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility, etc ) <input type="checkbox"/> Has attached a bank recommendation letter-----3 <input type="checkbox"/> Has attached current bank statement for the last six months.....3 <input type="checkbox"/> Has not indicated sources of financial resources ----- 0		<b>6</b>
Viii	<b>Name, Address and Telephone of Banks</b>		<b>2</b>
Ix	<b>Litigation History</b> <input type="checkbox"/> Duly Filled ----- 2 <input type="checkbox"/> Not filled ----- 0		<b>2</b>
	<b>TOTAL</b>		<b>100</b>

A bidder must score at least 50% total marks to qualify for financial evaluation

**A bidder scoring less than 50% shall not be considered technically responsive and therefore shall not be considered for financial evaluation.**

**NOTE: Only bidders who are successful at this stage will proceed to the next stage of evaluation.**

#### **D) FINANCIAL EVALUATION**

Bidders who are successful at preceding stages of evaluation and offer acceptable delivery schedules will have their prices compared and award recommended to the lowest evaluated responsive bid.