

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: SUPPLY AND DELIVERY OF THEATRE EQUIPMENT AND INSTALLATION WORKS

ITT No: KCG/HQ/TE/1/2017-2018

Tender Closing Date: 26th March, 2018

Time: 10.00 a.m. East African Time

1. INVITATION TO TENDER (ITT)

Open National Tender (ONT)

ITT No.: KCG/HQ/TE/1/2017-2018

Supply and Delivery of Theatre Equipment and Installation Works

Date: 12th 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: Supply and Delivery of Theatre Equipment and Installation Works
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. 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 (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 **26th 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

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/1/2017-2018

Tender Description: Supply and Delivery of Theatre Equipment and Installation Works

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

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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:

Supply and Delivery of Theatre Equipment and Installation Works

IFT No.: KCG/HQ/TE/1/2017-2018

2.1 Name of the Beneficiary: KCG MINISTRY OF HEALTH

Name of Project: Supply and Delivery of Theatre Equipment and Installation Works

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

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

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:

Supply and Delivery of Theatre Equipment and Installation Works

IFT No.: KCG/HQ/TE/1/2017-2018

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:

26th 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: Supply and Delivery of Theatre Equipment and Installation Works

- (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)

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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

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)

SUPPLY AND DELIVERY OF THEATRE EQUIPMENT AND INSTALLATION WORKS

ITEM NAME	GENERAL TECHNICAL SPECIFICATIONS	QNTY	RATE	TOTAL COST
<p>OPERATING THEATER TABLE (MULTIFUNCTION, ELECTRIC/HYDRAULIC DRIVEN)</p>	<p>Operating table for carrying out treatments, dressing interventions and operations of general surgery (6-8 surgeries daily). All exposed metallic parts shall be made from stainless, acid proof steel.</p> <p>the table base shall be mobile and shall have central brakes</p> <p>back rest and leg rest inclination angle, trendelenburg and reverse-</p> <p>trendelenburg positions and height adjustment of the table top shall be activated by electro - hydraulic system the table top shall be translucent for x-rays with 5 separate sections table top length approximately 2000 mm table top width approximately 600mm</p> <p>minimal height of the table 750mm</p> <p>maximal height of the table 1100mm indicatively</p> <p>trendelenburg at least 25°</p> <p>reverse trendelenburg at least 25°</p> <p>lateral tilt at least 18°</p> <p>back rest inclination angle at least +55° to -25°</p> <p>head rest inclination angle at least 45° up</p> <p>head rest inclination angle at least 20° down</p>	1 SET		
<p>ANAESTHESIA TROLLEY MACHINE</p>	<p>Anesthesia machine used for delivering anesthesia agents to patient during surgery procedures. the complete set-up shall also ventilate the patient Patient monitoring system ECG, etco2, pulse oximeter and airway pressure, nibp, rectal/&skin temperature.</p> <p>THE FULL SYSTEM SHALL BE COMPLETED WITH :Anaesthesia gas delivery system, o2/n2o/compressed air.</p>	1 UNIT		

Circle absorber system.

precision vaporiser for halothane anaesthesia ventilator patient circuit

ANESTHESIA GAS DELIVERY SYSTEM:

Shall have provision for delivery of oxygen, nitrous oxide and medical air with pressure gauges.

Oxygen and nitrous oxide should be linked either mechanically or pneumatically to ensure a minimum of 25% oxygen delivery at all times to avoid delivery of hypoxic mixture.

Shall have audio-visual oxygen failure warning system with nitrous oxide cut off.

Shall have back bar ISO pin type to attach vaporizer easily.

flowmeter oxygen : 0÷2; 2÷10 litres/min, minimum range

flowmeter n2o : 0÷2; 2÷10 litres/min, minimum range with safety mechanism

(hypoxic link) or similar

flowmeter, medical air 0÷10 litres/min.

shall be supplied with necessary attachments for use of the breathing circuits

(ruben , bains, jackson-rees or magill)

CONSTRUCTION :

shall have top shelf to keep monitors and a tabletop with drawers to keep

anaesthetic drugs, equipment etc.

castor wheels should be durable , moisture resistant and antistatic

the anaesthesia machine frame shall be made of rust proof material/stainless steel

or sheet steel protected with epoxy-paint

standard circle absorber system

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

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

facility to attach oxygen sensor

shall have co2 absorbent chamber canister (soda lime)

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

Should be easy to mount and dismount from the back bar.

vaporisers shall have **ISO** pin type (selectatec) mounting and vaporizer interlocking facility

shall have a standard filling **PORT** with keyed filling device

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

against tipping and shaking

maintenance free vaporiser

ventilator

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

BELLOWS

shall be supplied with adult and paediatric bellows

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

ventilator should have audible alarms for ventilator failure, low oxygen supply

Pressure, inadequate volume delivery, disconnection alarm, and power supply failure.

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

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

accessories :

accessories required for ventilator :

resuscitators , adult / child : 1 each

set of face masks , 3 sizes : 2 each

corrugated hoses and tubing set for pipeline o2 : 2 sets

corrugated hoses and tubing set for pipeline air : 2 sets

accessories required for anaesthesia machine :

hose assembly for piped oxygen supply : 2 sets

hose assembly for piped nitrous oxide supply : 2 sets

hose assembly for piped air supply : 2 sets

regulator and manometer for the pipe pressure hose (60 psig) : 1 set

connection from ventilator to anaesthetic apparatus , autoclavable/reusable : 1 set

test bag, 1 litre : 2

peak flow meter : 1

power cord with grounding wire : 1

dust cover : 1

bellows assembly, adult / children : 2 each

Patient circuit, magill type , complete , adult / children . . shall be reusable : 2

	<p>each</p> <p>spirometer (peak flow meter for anaesthesia procedures)</p> <p>consumables for anaesthetic unit for 2 years operation:</p> <p>battery cell (as appropriate)</p> <p>soda lime for circle absorber (5kg/pack) : 10 packs for 1 unit</p>			
THEATER OPERATING LIGHTS	<p>surgical light head, light emitting diodes with five projectors , ceiling suspended</p> <p>light intensity (ec) at least150 000 lx</p> <p>color rendering index (general) ra 96</p> <p>color rendering index (red) r9 89</p> <p>light field size 15 – 30 cm.</p> <p>colour temperature 4200° kelvin</p> <p>working range without focusing approximately 70 – 140 cm</p> <p>power supply 220 vac, 50hz</p> <p>adjustable light intensity</p> <p>Power supply, 220v/50hz.</p> <p>power stabilizer shall be supplied</p>	1 UNIT		
SUCTION PUMP MACHINE	<p>Suction unit for major surgery procedures. mains-powered , motor on 4 antistatic</p> <p>castors, abs casing and 2 graduated canisters of 2,000ml each made of</p> <p>polycarbonate autoclavable at 121°c and disposable suction bags</p> <p>shall require no maintenance nor lubrication</p>	2PCS		

oil-free pump, maximum suction of at least 500 mm hg

free flow rate at least 25 l/min

Main switch with pilot lamp. fuses

pedal action

Shall be equipped with a protective thermal cut-out relay.

shall be equipped with motor-protection cap that totally prevents aspirated liquids or

secretions from reaching and damaging the vacuum pump

suction command with continuous adjustment ,
vacuometer

2x2,000ml canisters with airproof screwing-cap with independent overflow devices

. fast connectors and silicone tubing

power supply : 220vac.50hz.

ventilation fan for overheating

sound level: shall be not more than 55 dba

accessories

silicone tubing , sterilizable

transparent cannula holder, sterilizable

anti-bacterial filters (4)

set of 4 canulaes with holder : yankhauer , soft universal yankhauer

diameter : 8.0/6.0mm with anti-sticking lumen and high suction lumen

universal soft cannulas' diameter : 6.0/4.0mm

	<p>cannulas' (Fergusson) diameter Frazier :1,5/2.0/3.0/4.0mm</p> <p>Jackson cannulas' : 35x3 /45x3/25x4/35x4/45x4/55x4/60x4cm</p>			
EXAMINATION LAMP	<p>Lamp, examination. mobile on 5 castors , 5 star-shaped</p> <p>halogen type</p> <p>height of lamp head shall be adjustable</p> <p>light intensity shall be at least 15000 lux with a field radius of 17cm minimum</p> <p>Color intensity: 4300 °k. single reflector of 150mm minimum</p> <p>Power rating: 1x40w minimum . 220vac/50hz. transformer , 24v dc shall be</p> <p><i>Included</i></p> <p><i>accessories /spares : 5 halogen bulbs</i></p>	2PCS		
SURGICAL MOBILE LIGHT	<p>mobile, stand-type.max. light intensity (ec) up to not less than 110</p> <p>000 lx or more color rendering index (general) ra 94-96 color</p> <p>rendering index (red) r9> 90</p> <p>light field size approx. 13-25 cm. co lour</p> <p>temperature 4200° k (approx.) working range without focusing</p> <p>intensity approx.70 – 130 cm</p> <p>power supply 220 v, 50 hz light source 3</p> <p>x halogen approx. 23 v /50 w</p>	2PCS		

	<p>durability of halogen bulbs 1300 h or</p> <p>more adjustment of light intensity approx.50 – 100% (0-100%)</p> <p>sterilizable handle</p>			
<p>ELECTRO-SURGICAL DIATHERMY</p>	<p>high frequency electrosurgical unit shall be used to execute monopolar and bipolar surgery in</p> <p>many fields of application where high precision and reliability are essential</p> <p>outputs of cut, coagulate and blend</p> <p>maximum output 300 w for monopolar cut</p> <p>activation :</p> <p>double pedal switch which may be used for the monopolar and bipolar functions .</p> <p>hand-switch handle</p> <p>Bipolar electrode with pedal switch or with automatic start/stop system (for coagulation only) control the unit shall stop automatically in case of internal error which shall be identified on display and with audible alarm memorization: user shall be able to use atleast 4 working programs</p> <p>Safety:</p> <p>Neutral plate safely circuit shall control connections and contacts of neutral plate with tissues: defective contact shall be notified with visual alarm and immediate reducing of power</p> <p>Output circuit: floating-protected against defibrillator interferences. Shall have hf leakages less than 150ma through each electrode.</p> <p>Power supply: 220vac, 50hz</p> <p>Cooling: convection without fan</p>	<p>1 SET</p>		

Accessories: single-use two button handle, autoclavable handle shall be provided with a 3 pins socket that shall fit majority of bipolar electrosurgical units operative foot-switch (usable as alternative to handle) reusable neutral plate

Kit of 10 short autoclavable electrodes

Electrode wire – straight

Electrode wire – angled 45°

Electrode bend – 0.4 – straight

Electrode bend – 0.8 – straight

Electrode hook – angled 45°

Electrode wire 1mm – angled 45°

Electrode straight slip – knot – straight

Electrode angled slip – knot – straight

Electrode ball point – 0.3mm – angled 45°

Electrode ball point – 0.3mm – straight

Electrode ball point – straight

Bipolar forceps : 6

Curved forceps – 18cm. (7")

curved forceps - 20 cm. (7 3/4")

bayonet forceps - 18 cm. (7")

bayonet forceps - 20 cm. (7 3/4")

straight forceps - 20 cm. (7 3/4")

cable, bipolar

adaptor, bipolar cable

user manual

PATIENT MOBILE STRETCHERS	<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 and open movement</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> <p>Types and variations</p> <ul style="list-style-type: none"> • Adjustable • Fixed-Height • Radiographic • Bariatric <p>hospital transport</p> <p>mandatory accessories</p> <ul style="list-style-type: none"> • Removable attached drip stand • Easy to clean and disinfect mattress • Extra 2 pcs of castors Strong nylon construction with urethane tread for maintenance load capacity140 kg and above 	<p>2 PCS</p>		
NITROUS OXIDE CYLINDER WITH FLOW METER CONTROLS SET MOUNTED ON	<ul style="list-style-type: none"> • Made of excellent steel. With high quality. Nominal working • .pressure: 15MPa; Testing pressure: 22.5MPa; • Nominal wall thickness: 4.5mm; Material: 37Mn; 	<p>2 SETS</p>		

MOVABLE TROLLEY	Standard: GB5099; medical use			
MEDICAL OXYGEN CYLINDER WITH OXYGEN FLOW METER CONTROL SET MOUNTED ON MOVABLE TROLLEY	<p>1. Made of excellent steel. With high quality. Nominal working</p> <p>2.pressure: 15MPa; 3.Testing pressure: 22.5MPa; 4.Nominal wall thickness: 4.5mm; Material: 37Mn; 5.Standard: GB5099;</p> <p>Oxygen Regulator</p> <p>2-in-1 Pin-index Regulator and Flow meter Able to use with or without humidifier bottle Adjustable flow rate from 0 - 15 LPM</p>	2 SETS		
HIGH EFFICIENCY EXTRACT FUN	<ul style="list-style-type: none"> • Inline axial fan capable of extracting 1.5m³/s of air against 250Pa static pressure. • The fan will run at a maximum speed of 1200 revolutions per minute and be driven by an electric motor The fan shall be installed complete with roof cowl, plenum box and adaptor, base support with acoustic up stand, duct flange, sealing frame, inlet and bird guards and isolators in accordance with the manufacturer’s printed instructions. • To be as brand S&P model or equal and approved. • Allow for fixing of fan, sealing and water proofing of the exit area of duct through the roof. • Anti-vibrations mounting to isolate vibrations between the fan and thereof structure shall be able to withstand a load range of up to 57Kgper mounting and shall be as “WOODS” part No. 76518 or equal and approved. • Splash proof control panel manufactured from 1.2mm thick sheet With stove enamel finish and clear perplex front cover. 	2 SETS		

	<ul style="list-style-type: none"> The panel shall incorporate isolator contactor phase failure relay, motor starter, overload relay and overheat safety control and fuses. Electrical works including but not limited to wiring and conduits to both kitchen extract fans and control panels from local isolators provided by others. <p>It shall include a push and turn safety switch near the fan for isolation during servicing and maintenance.</p>			
DRAINAGE IMPROVEMENT	providing and fixing of 2.5" hdpe drain lines lines complete with fittings and connection to the existing drain header already available in theater. quote include all accessories and works	APPROX. 45M		
THEATER ENTRY CANOPY	Sum allowed of Nine Hundred and Seventy Thousands For Theater Canopy Entrance and Walk Way Improvement Constructed to National Authority Standards and Ministry of Health Requirements	ITEM		
WARRANTY	Provide Full Warranty Upon Installation for One Year	ITEM		
SERVICE CONTRACT	Quote for two year service and breakdown maintenance contract as provisional charge for anaesthesia, surgical diathermy, theater light and operating table	ITEM		
	Quote for training of two technical staff training and two user staff in established facility for at least two weeks	ITEM		
	Quote for the cost of electrical surge protection and power stabilization for all equipment and general electrical upgrade in the theater	ITEM		
	SUB-TOTAL			
	ADD VAT			
	TOTAL			

Section VI. Technical Specifications

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

Technical Specifications

As at the BQ

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1. Form of Tender

IFT No.: KCG/HQ/TE/1/2017-2018

Supply and Delivery of Theatre Equipment and Installation Works

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 Supply and Delivery of Theatre Equipment and Installation Works 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/1/2017-2018

Supply and Delivery of Theatre Equipment and Installation Works

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/1/2017-2018

Supply and Delivery of Theatre Equipment and Installation Works

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/1/2017-2018 Supply and Delivery of Theatre
Equipment and Installation Works 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.

NameSignature.....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. (Mechanical)
- 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) Copy of valid certificate for youth or Women or PWD

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:

	PARAMETER	MAXIMUM POINTS
(i)	Compliance with specifications -----	20
(ii)	Presentation of Bid document-----	2

(iii)	Key personnel -----	24
(iv)	Contract Completed in the last Five (5) years -----	14
(v)	Schedules of on-going projects -----	10
(vi)	Schedules of contractors equipment -----	12
(vii)	Audited Financial Report for the last 3 years -----	8
(viii)	Evidence of Financial Resources -----	6
(ix)	Name, Address and Telephone of Banks (Contractor to provide) ----	2
(xi)	Litigation History -----	2
	TOTAL	120

Item	Description	Raw Points Scored	Max. Point
I	Compliance with Technical Specifications <input type="checkbox"/> Full Compliant -----20 <input type="checkbox"/> Non-compliant----- 0 <i>(Note: Tender Evaluation Committee to carry out analysis showing how decision on this requirement has been arrived at.</i>	20	20
Ii	Presentation and response (This includes binding the documents, neat presentation, separation and arrangement of requested information and general response to all requirements)		2
Iii	Key Personnel (Attach evidence) 2No. degree holders of key personnel in relevant field(Mechanical/ Electrical) <input type="checkbox"/> With over 10 years relevant experience ----- 10 <input type="checkbox"/> With over 5 years relevant experience----- 8 <input type="checkbox"/> With under 5 years relevant experience ----- 4 2No.diploma holders of key personnel in relevant field(Biomedical Engineers) <input type="checkbox"/> With over 10 years relevant experience ----- 6 <input type="checkbox"/> With over 5 years relevant experience----- 4 <input type="checkbox"/> With under 5 years relevant experience ----- 2 4 No certificate holder of key personnel in relevant field(Lab technician) <input type="checkbox"/> With over 10 years relevant experience----- 4 <input type="checkbox"/> With over 5 years relevant experience ----- 3 <input type="checkbox"/> With under 5 years relevant experience -----1 4 No artisan (trade test certificate in relevant field) <input type="checkbox"/> Artisan with over 10 years relevant experience -- 4 <input type="checkbox"/> Artisan with under 10 years relevant experience --2		24
Iv	Contract completed in the last 10 (ten) years. <u>Provide Evidence</u>		

	Supply - 2 projects of similar magnitude for medical equipment Maximum - 14 marks (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)		14
V	On-going projects and their values. (must attach proof of supply or service of medical equipment) Provide Evidence		10
Vi	Schedule of contractors equipment and transport (proof or evidence of ownership/Lease) a) Relevant Transport <input type="checkbox"/> Trucks 1No. (2Mks) <input type="checkbox"/> Pickups 1No. (2mks) b) Equipment's/tools <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)		12
Vii	Financial report a) Audited financial report (last three (3) years) <input type="checkbox"/> Provide Audited Accounts for 2016, 2015, 2014..... (8 Mks)		8
	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		6
Viii	Name, Address and Telephone of Banks		2
Ix	Litigation History <input type="checkbox"/> Duly Filled ----- 2 <input type="checkbox"/> Not filled ----- 0		2
	TOTAL		100

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.