



REPUBLIC OF KENYA

MINISTRY OF HEALTH

TENDER DOCUMENT

FOR

SUPPLY AND DELIVERY OF VARIOUS MEDICAL AND
LABORATORY ITEMS FOR THE NATIONAL CANCER
CONTROL PROGRAM

TENDER NO. MOH/NCCP/ONT/013/2020-2021

CLOSING/OPENING DATE: TUESDAY 23RD FEBRUARY 2021

FEBRUARY 2021

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I: INVITATION TO TENDER

TENDER REF NO.: MOH/NCCP/ONT/013/2020-2021

TENDER NAME: SUPPLY AND DELIVERY OF VARIOUS MEDICAL AND LABORATORY ITEMS FOR THE NATIONAL CANCER CONTROL PROGRAM

The **Ministry of Health** invites sealed bids from interested eligible bidders for the above named tender.

Interested eligible bidders may obtain complete set of tender documents from Supply Chain Management office, located at **Afya House, 5th Floor, Room No.514** during normal working hours upon payment of a non-refundable fee of **Kshs.1,000.00** in cash or Bankers Cheque payable to the Principal Secretary, Ministry of Health at the **Cash Office located on 2nd floor of Afya House**. The documents can also be viewed and downloaded from the Ministry's website www.health.go.ke and from the Public Procurement Information Portal www.tenders.go.ke **at no fee**. Bidders who download the tender documents must forward their particulars to the email address procurement514health@gmail.com immediately for records and communication of any further tender clarifications or addenda.

Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of the tender.

The tenders should be accompanied by a Bid Security of **Kshs 100,000** from a reputable bank or Insurance Company recognized by the Public Procurement Regulation Authority (PPRA) and shall be valid for One Hundred and fifty (150) days from the tender opening date.

Pages in the bid document should be serialized (page numbers indicated).

Completed tender documents (**original and one copy**) are to be enclosed in plain sealed envelopes marked with tender name and tender number and deposited in the **Tender Box located at Afya House, 1st Floor** or be addressed to :

**Principal Secretary,
Ministry of Health
P.O. Box 30016 – 00100
Nairobi**

so as to be received on or before **Tuesday 23rd February 2021 at 10.00am.**

Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at **GTZ Boardroom, Afya house, Ground floor.**

Head, Supply Chain Management Services
FOR: PRINCIPAL SECRETARY

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

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

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be

- supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be **120 days** from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

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

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

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

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial

responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

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

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;
or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for

unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **Tuesday 23rd February 2021 at 10.00am.**

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Tuesday 23rd February 2021 at 10.00am**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00am on Tuesday 23rd February 2021** and in the location specified in the Invitation to Tender.

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

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

be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

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

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

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

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

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

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

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract,

in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

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

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

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also Incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

APPENDIX REFERENCE NUMBER	INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
1.	2.1.: Eligibility	<i>This is an Open National Tender. All tenderers that satisfy Section 55 of the Public procurement and Asset Disposal Act 2015 are eligible to bid</i>
2.	2.5: Clarification	<i>Bidders may seek any clarification regarding the tender documents through the email address procurement514health@gmail.com</i>
3.	2.14: Tender Security	<i>Tender Security should be Ksh100,000 in form of a guarantee from a reputable bank or Insurance Company located in Kenya and listed by the Public Procurement Regulatory Authority (PPRA).</i> <i>The tender Security should be valid for atleast 150 days from</i>

		<i>the date of opening of the tenders</i>
4.	2.15.1: Tender Validity	<i>The tender should be valid for at least 120 days from the date of opening</i>
5.	2.16.1	<i>Remove Procuring Entity and insert Tenderer to read; 'The tenderer shall prepare original and one copy of the tender document'</i>
6.	2.18.1	<i>Tenders will be closed on Tuesday 23rd February 2021 at 10.00am</i>
7.	2.22.2	<i>Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation and shall lead to disqualification of the tender as non-responsive</i>
8.	2.24	<i>Tenders will be evaluated in three stages, preliminary, technical and financial. The detailed evaluation criteria is as outlined on pages 23 to 25 below</i>

1. Preliminary Evaluation

The following criteria will be used at this stage

Preliminary Evaluation Criteria

No.	Requirement	Met Requirement (Yes/No)
1.	Copy of Certificate of Registration/Incorporation	Yes/No
2.	Valid Tax Compliance Certificate	Yes/No
3.	Tender Security of Ksh.100,000 of tender sum valid for 150 days from a reputable Kenyan Bank or an insurance firm recognized by the Public Procurement Regulation Authority (PPRA)	Yes/No
4.	Duly filled, signed, stamped and dated Form of Tender	Yes/No
5.	Tender valid for 120 days from the date of tender opening	
6.	Duly filled, signed, stamped and dated Price Schedule	Yes/No
7.	Power of Attorney for the person signing the tender if the tender is not signed by the director.	Yes/No
8.	Dully filled, signed, stamped and dated Confidential Business Questionnaire	Yes/No
9.	Submission of valid CR12 form from the Registrar of Companies showing the list of directors /shareholding (issued within the last 12 months) or National Identity Card(s) for Sole Proprietorship / Partnership	Yes/No
10.	Filled ,signed, dated and stamped Anti-corruption declaration form/statement of commitment to not engage in corrupt practices	Yes/No
11.	Filled, signed, dated and stamped non-debarment declaration form/declaration that the bidder is not debarred from participating in public procurement	Yes/No
	Responsiveness	Responsive/Non-Responsive

The above requirements are mandatory and failure to meet any of them will lead to automatic disqualification and the bidder will not be evaluated further.

2. Technical Evaluation

Bidders who are responsive in the preliminary stage will be evaluated to determine their technical capacity as well as their responsiveness to the technical specifications.

The brochures for each item will be checked for conformity to the minimum technical specifications required. Bidders whose bids do not conform to the minimum technical specifications will be disqualified from further evaluation. In this regard, the bidders will be required to submit relevant technical brochures/catalogue with the tender document, highlighting (using a marker pen or highlighter) the catalogue number/ model 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
- iv) All other requirements as indicated in the technical specifications of the bid.

The following criteria will be used to determine bidder's responsiveness to the technical requirements;

Technical Evaluation Criteria

No.	Requirement	Met Requirement (Yes/No)
1.	Submission of samples for specified items (refer to technical specifications section to see which items require samples)	Yes/No
2.	Provision of a signed and stamped Delivery Schedule including brand, country of origin and delivery period	Yes/No
3.	Attachment of brochures	Yes/No
4.	Manufacturers' Authorization if the bidder is not the manufacturer	Yes/No
5.	Compliance to Technical Specifications	Yes/No
6.	Financial Capacity	
	<i>Bidder to demonstrate availability of Financial Resources or lines of credit equal to or more than the tender sum</i>	Yes/No
	<i>Attach audited financial accounts for the last three years (2017,2018 and 2019) Or Certified bank statement for the years 2017,2018 and 2019</i>	Yes/No
7.	Evidence of past delivery of similar or related items e.g Delivery Notes, recommendation letters etc for atleast 2No. jobs	Yes/No
	Technical Score	Pass/Fail

- NB: Samples should be delivered at Afya House, 5th floor Room 513 atleast one day before closing date of the tender. The samples should bear the samples name for identification.

- The bidder should also attach a Clause-by-clause commentary on the provided Technical Specifications demonstrating responsiveness.

Bidders who do not meet the above Technical Evaluation Criteria will not proceed to the next stage of evaluation

3. Financial Evaluation

Bids that pass the technical evaluation stage shall be compared on the basis of unit prices quoted and the lowest bidder will be considered lowest evaluated and subsequently recommended for award after comparison with prevailing market rates.

Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation and shall lead to disqualification of the tender as non-responsive.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

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

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

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

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

3.17 Liquidated Damages

- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

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

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance security of 5% for contracts above Kshs 5million (1% for AGPO contractors/Suppliers)
3.7.3	The Performance Security shall be in form of a Bank Guarantee from a reputable bank located in Kenya
3.10.1	The successful bidder shall supply, deliver and install the items within the period and at the points indicated in the schedule of requirements or as may be agreed with the Ministry.
3.11.1	The supplier will be responsible for insurance of the goods against loss or damage until the goods are received, inspected and accepted by the Ministry.
3.12.1	Payment will be made promptly upon full delivery, inspection and acceptance of goods
3.18.2	<p>The Procuring Entity and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations both Parties have been unable to resolve amicably a contract dispute, either Party may require arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators:</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Nairobi Centre for International Arbitration for appointment of an arbitrator qualified for the technical matter in dispute. b) Where Parties do not agree that the dispute concerns a technical matter, each shall appoint one arbitrator each, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in

	<p>appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Nairobi Centre for International Arbitration.</p> <p>c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named its arbitrator may apply to the Nairobi Centre for International Arbitration to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the Nairobi Centre for International Arbitration Rules in force when this Contract was signed.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her functions, a substitute arbitrator shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Seat of Arbitration.</u> The seat of the Arbitration shall be in Kenya.</p> <p>5. <u>Language.</u> The English language shall be the official language for all purposes.”</p>
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SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

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

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

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

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

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

5.2 TECHNICAL SPECIFICATIONS

1. Chemotherapy Biosafety Cabinets

- A minimum of class II type B₂ BSC that maintains at least an ISO class 5 (3520 particles/m³) environment.
- It should be equipped with a continuous monitoring device to confirm adequate air flow and cabinet performance
- Exhaust air is filtered by two HEPA filters, installed in series, before discharge outside of the facility. These exhaust filters should be safely and easily removable via bag-out provision to contain hazardous compounds prior to disposal.
- 100% of the air should be exhausted outside. There should be no recirculation of air
- Should be a bench top/console model
- Minimum airflow of velocity of 100ft/minute through the work access opening
- Sliding front window with audible visual alarms which indicate when the window is not at correct position
- Front access opening of 8-10 inches
- Supply air is drawn into the cabinet through HEPA filters. The HEPA filters should be readily available from any filter manufacturer
- Suitable seat with adjustable height, backrest and footrest and hydraulic lift
- Electrical requirements: 240v AC 50Hz
- Should conform to KEBS / ISO standard or equivalent
- Manufacturer must be KEBS / ISO certified or equivalent
- **Installation, testing and commissioning**
- The bidder is expected to install the machine at the point of use, conduct testing and commissioning to the satisfaction of end-users
- **Training component**
- Bidder will conduct training of both users and medical engineering staff. On-site training for clinical staff should cover; operation, application, handling, user daily checks and cleaning/care requirements.

On-site maintenance training should involve operation, scheduled preventive maintenance checks, calibration checks, trouble shooting and any other necessary checks.
- Spare parts should be available locally for a minimum of 7 years

Quality certification

- It is a requirement that a quality certificate should be submitted for each machine.
- The following minimum quality standards are acceptable for the manufacturer or product
- ISO 13485-2003- Medical Device quality management system
- IEC 60601- Requirement for safety of medical electrical equipment
- Council Directive 93/42/EEC- Medical devices and Vitro Diagnostic medical Devices
- WHO approved products/standards
- Any other standard which is internationally recognized and relevant.
- A valid certificate of conformity to any of the above standards for each of the product offered should be submitted. The certificate of conformity should comply with the following;
- Issued by recognized and certified independent certification body to the manufacturer
- It shall not have expired
- Clearly specify the product(s) being manufactured or designed
- State the location of the manufacturing plant
- Must not contain any alterations whatsoever
- Failure to submit a valid quality certificate should lead to rejection of the product/equipment

2. Bivalve disposable vaginal speculums (M,L)

- Single-use specula made of appropriate biocompatible materials
- Bivalve and self-retaining to maintain open vaginal canal
- Available in two sizes, medium and large
- Operational requirements: Temperature 15 to 35 degrees Celsius, relative humidity < or equal to 85%
- Instructions for use and service manuals to be provided
- User language preference prioritized in English
- Minimum warranty one year
- adheres to ISO international safety and product standards
- Compliance with KEBS and at least either USFDA Device Class 2 for non-metal speculum or EU Class 1 or IMDRF founding member such as Australia, Japan or Canada regulatory approval

Submit a sample of each size (M,L) for technical evaluation

3. Pre-loaded self-expanding esophageal stents

Product Parameters

- Self-expanding stents
- Length- 100mm, Diameter-18mm, Wire guide compatibility 0.038''
- Length 120mm, diameter 20mm
- FDA/EMA/Canadian Authority approval
- Stent lengths - 10cm, 12cm, and 14cm
- Stent body ID - 16mm (only 12cm length) (for proximal tumors) and 20mm (10cm, 12cm, 14cm lengths)
- Stent flare ID ,23-25mm (proximal end only)
- Material - must be radiopaque, made of nitinol alloy material
- Fully covered - 16mm stent
- Removal suture proximally located
- No anti-reflux valve
- Anti-migration collar
- Sterilization mode indicated
- Non-pyrogenic
- Non-pyogenic
- Sterile
- Single use

Packaging parameters:

- Individual sterilized easy peel-packs made of paper and/or polythene.
- Should be packed in a box of 10 pieces
- Standard weight of carton 15-20kg during the final delivery.

Labeling parameters:

- Labeling should be in English.
- Legible and in indelible ink and not on a stick on.
- The primary, secondary and tertiary package should be labeled "GOK-MOH" with manufacturers name and address, Country of origin, Batch No, Date of manufacture and Expiry
- Each carton to be clearly marked with the name and characteristics of the article and number of pieces per carton..
- Manufacturer must be KEBS / ISO standards or equivalent.
- Manufacturer must be KEBS / ISO certified or equivalent

Submit a sample for stent lengths 10cm, 12cm and 14cm for technical evaluation

4. Chemoports (both adult (200) and paediatric (100)) and their port needles

Product Parameters for chemoports

- Intermediate-sized port with large septum and silicon filled suture holes
- Must have a raised rim
- Must have a high density silicone septum for reliable puncture and to ensure maximum port life.
- Clear locking mechanisms provide multiple sensory confirmations, through audible, tactile, and visual responses. All three features afford added security for the healthcare professional to ensure proper securement of the catheter to the port base.
- Should be MRI conditional with cath-lock
- Radiopaque silicone catheter with special rings sizes 6.6Fr (Paediatric), 8.0Fr (adult), to ensure immobilisation of the catheter in the artery.
- Chamber material: Titanium+ polysulphone
- Made out of lightweight polysulphone
- Latex, DEHP and PVC free
- chemically resistant plastic and titanium,
- Catheter material: Silicone
- Catheter locks... 2
- Scapel
- Vein Pick
- Valved Tearaway Introducer
- Tunneler 22G.
- Huber Needle , Blunt Tip Needle
- Valved Tearaway Introducer IFU
- Port IFU
- 18 G introducer needle
- 038" x 70cm "J" Marked Guidewire with Advancer
- Patient Information Pack
- Patient Chart Sticker
- 10cc Syringe reuse prevention with no rubber gasket
- Catheter int. diameter – 1.5
- Catheter ext. diameter -2.7
- Height- 12mm
- Diameter - 13mm
- Length - 780mm
- Weight - 5.9gms
- Internal volume – 0.36ml
- Shape and size: Circular/rectangular- base diameter 27mm
- Sterile
- Sterilization mode indicated
- Single use
- Disposable
- Non-pyogenic
- Non-pyrogenic

Packaging parameters:

- Should be packed in an easy peel pack with smooth gliding and complete separation (direction and place of peel indicated)
- Should be packed in a box of 10 pieces
- Standard weight of carton 15-20kg during the final delivery to warehouse.

Labeling parameters:

- Labeling should be in English.
 - Legible and in indelible ink and not on a stick on.
 - The primary, secondary and tertiary package should be labeled “GOK-MOH” with manufacturers name and address, Country of origin, Batch No, Date of manufacture and Expiry
 - Each carton to be clearly marked with the name and characteristics of the article and number of pieces per carton..
 - Manufacturer must be KEBS / ISO standards or equivalent.
 - Manufacturer must be KEBS / ISO certified or equivalent
- Submission of sample:

Submit a sample a pack of five (5) pieces each for paediatric and adult for evaluation.

Product Parameters for Port needle

Sizes

- 20G length 20mm and
- 22G length 20mm
- Infusion device with Huber bevel for medications.
- Huber bevel needle curved to 90° with wings and flexible polyurethane extension tube (length 30 cm) with clamp
- USFDA approved
- Submit technical data/certificate of analysis/laboratory report from an ISO certified laboratory.
- Sterile
- Sterilization mode indicated
- Single use
- Disposable
- Non-pyogenic
- Material of the needle should be Stainless steel with smooth surface. silicone coated

Packaging parameters:

- Should be packed in a rigid easy peel blister pack with smooth gliding and complete separation (direction and place of peel indicated)
- Standard weight of carton 15-20kg during the final delivery to warehouse

Labeling parameters:

- Labeling should be in English.
- Legible and in indelible ink and not on a stick on.
- The primary, secondary and tertiary package should be labeled “GOK-MOH” with manufacturers name and address, Country of origin, Batch No, Date of manufacture and Expiry
- Each carton to be clearly marked with the name and characteristics of the article and number of pieces per carton..
- Manufacturer must be KEBS / ISO standards or equivalent.
- Manufacturer must be KEBS / ISO certified or equivalent

Submit a sample of a piece of each size for evaluation.

5. Colostomy bags and their accessories

Product Description:

Different types as pack of 20s:

1. Colostomy bag/Ileostomy Bags ,flat base plate pediatric transparent material(10 packs)
2. Colostomy bag/Ileostomy Bags , flat base plate adult transparent material(30 packs)
3. Colostomy bag/Ileostomy Bags , flat base plate adult opaque material (10 packs)
4. Colostomy bag/Ileostomy Bags, convex base plate adult transparent material (10packs)

- Closed adhesive Stoma pouch with deodorizing filter and pre-cut opening.
- Hydrocolloid, Non-woven, PE film,. Active carbon filter
- Hole opening that can be reshaped as required
- Adheres directly to the skin.
- Drainable ostomy pouch from the bottom.
- Wide drain and secure clamp.
- Soft skin liner made of hydrocolloid dressing.
- Pouch colour transparent.
- Made of moisture impermeable and odour free material
- Should have lock and roll closure.
- Must have a base plate
- Must be provided with verifiable technical and performance data sheet that is verifiable online.
- Re- usable.
- One piece system, drainable.
- Not sterile but clean.
- Pouch: 3 transparent odour film layers with micro porous adhesive tape allowing moisture vapour to pass through.
- Waterproof backing.
- Deodorizing filter: Small square sachets inside the pouch containing activated charcoal granulate fiber which absorbs gases and the unpleasant smells produced by the bowel.
- Soft textured material.

- Hypo allergenic
- Accessories supplied along each pack of 20's –
 1. One Stoma adhesive powder in a squeeze bottle at least 25gm.
 2. Barrier wipes packed in 50's of individual towelettes
 3. 1 unit Stoma paste – alcohol free & used on healthy (not broken) skin
 4. 20 Stoma seals – (used like a washer to protect skin around the stoma)
 5. 50 Adhesive remover wipes.
 6. Hydrocolloid sheets 10cm X 10cm , 20 sheets
 7. Flexi belts (for convex bags)

Bag Size	Hole Diameter Adjustable Provision
(Paediatric)	20mm to 80mm
(Adult)	20mm to 100mm

Packaging parameters:

- Should be packed in an individual sterile easy peel pack
- Pack size 20PCs
- Standard weight of carton 15-20kg during the final delivery

Labeling parameters:

- Labeling should be in English.
- Legible and in indelible ink and not on a stick on.
- The primary, secondary and tertiary package should be labeled GOK-MOH (Government of Kenya Ministry of Health with manufacturers name and address, Country of origin, Batch No, Date of manufacture and Expiry. Each carton to be clearly marked with the name and characteristics of the article and number of units per carton.
- Should conform to KEBS / ISO standard or equivalent
- Manufacturer must be KEBS / ISO certified or equivalent

Submit a sample 5 pieces of each size for evaluation.

6. Fully automatic Core Biopsy disposable gun with biopsy needle, single use

Product description

- Automatic core biopsy system, fully automatic disposable gun with one-handed cocking and lightweight ergonomic design.
- Biopsy needle 22mm strook (5 needles/box), sterile, disposable, comes with a range of compatible core biopsy needles with defined gauge sizes below:
 1. 14G 150mm 40 boxes
 2. 16G 150mm 40 boxes
 3. 16G 200mm 40 boxes
 4. 18G 150mm 40 boxes
 5. 18G 200mm 40 boxes
- Needle to have stainless steel cannula and stylet, with wide sample notch. The cannula and stylet each should have a molded thermoplastic hub made of polycarbonate material.
- An LDPE sheath to protect the needle and packaging from damage.
- Non-pyrogenic with sterile packaging.
- Should conform to KEBS / ISO standard or equivalent
- Manufacturer must be KEBS / ISO certified or equivalent

Submit a sample of 5 pieces of each size for evaluation.

•Training component

Bidder will conduct training of users. On-site training for clinical staff should cover; operation, application, handling.

•Bidder to provide replacements for malfunctioning guns within at most, 1 month of notification.

Quality certification

- **It is a requirement that a quality certificate should be submitted .**

7. Chemotherapy chairs:

- Motorized chair with recliner features
 - Large stable base
 - Chair height adjustment
 - Chair fully reclined to the horizontal position
 - Chair foot area rises to the Trendelenberg position
 - Hand held controlled unit for easy adjustment of the chair/recliner
 - Two large manually adjustable arm rests
 - Swivel for easy patient ingress and outgress
 - Large stable veni-puncture platform
 - Four large cushioned wheels: allow full mobility of the chair with a lock for safety and security
 - All surfaces easily cleaned and sanitized - Premium medical grade treated vinyl upholstery, replaceable clear protective cover over foot area
 - **Installation, testing and commissioning**
- The bidder is expected to install the machine at the point of use, conduct testing and commissioning to the satisfaction of end-users

- **Training component**

Bidder will conduct training of both users and medical engineering staff. On-site training for clinical staff should cover; operation, application, handling, user daily checks and cleaning/care requirements.

On-site maintenance training should involve operation, scheduled preventive maintenance checks, calibration checks, trouble shooting and any other necessary checks.

- **Spare parts should be available locally for a minimum of 7 years**

Quality certification

- It is a requirement that a quality certificate should be submitted for the chairs

8. Radiation Survey Meter and Thermoluminescent Dosimeters (TLD)

1. Scope

These specifications describe the requirements for the supply, testing and demonstration of the Radiation Survey Meters, Neutron Detector, Thermoluminescent Dosimeter and accessories.

2. Requirements

2.1 Radiation survey meter

The Radiation Survey Meter should have the following characteristics:

- 2.1.1 Hand held
- 2.1.2 Battery operated
- 2.1.3 Detector: Energy compensated GM tube, energy response according to ambient dose equivalent $H^*(10)$
- 2.1.4 $H^*(10)$ ambient dose equivalent dose and dose rate
- 2.1.5 Radiation detected: Gamma, X-ray, Energy rate minimum 30keV. Alpha, Beta radiations.
- 2.1.6 Dose rate measurement range: 10 nSv/h to 1 Sv/h
- 2.1.7 Dose measurement range: 100 nSv to 10 Sv
- 2.1.8 Calibration accuracy: +/- 5%, Cs-137, calibration direction and calibration field.
- 2.1.9 Configurable units: Sv, Sv/h
- 2.1.10 Real time clock function
- 2.1.11 Configurable visual, audible and internal vibrator alarm

2.2 Neutron Detector Survey Meter

The Neutron detector should have the following characteristics:

- 2.2.1 High sensitivity to fast, intermediate and thermal neutrons
- 2.2.2 Reasonable low sensitivity to gamma rays, providing reliable detection of weak neutron signature in high gamma ray field
- 2.2.3 Photon range: Minimum of 50Kev
- 2.2.4 $H^*(10)$ rate range: upto 10 mSv/h
- 2.2.5 Neutron detection efficiency: ≥ 20 cps per 1 n.cm⁻².s⁻¹
- 2.2.6 Working modes: search, integral, dose rate
- 2.2.7 Multichannel scaler (MCS) visualization of neutron count rate
- 2.2.8 Handheld detector
- 2.2.9 Battery operated
- 2.2.10 Calibration certificate for gamma and neutron radiation
- 2.2.11 Visual and audible alarm

2.2.12 Radiation quantity: $H^*(10)$

2.2.13 Digital indication of dose and dose rate in SI units (Sv)

2.3 Thermoluminescent Dosimeter (TLD)

The TLD should have the following characteristics:

2.3.1 Dosimetry application: Clinical

2.3.2 Should provide whole body and extremities dose.

2.3.3 Must be compatible with existing TLD reader i.e., Harshaw 8800 plus

2.3.4 Type: Thermoluminescent Dosimetry Material

2.3.5 Accuracy: ± 15 (± 2 sigma) %

2.3.6 Description: TLD-100 chip

2.3.7 Emission Spectra: 3500 to 6000Å (4000 maximum)

2.3.8 Energy Response: 1.25 keV/6°C

2.3.9 Material: Lithium Fluoride (Li natural) LiF:Mg. Ti

2.3.10 Sensitivity: 1.0 at ^{60}Co relative to LiF

2.3.11 Measurement Ranges : 10pGy to 10Gy

3. Accompanying documents

- Complete operation, maintenance and service manuals, and circuit diagrams should be supplied along with the instrument.
- Should conform to KEBS / ISO standard or equivalent
- Manufacturer must be KEBS / ISO certified or equivalent

9. Monsel's Solution – 500 mL bottle

Description: Monsels is an essential aqueous solution used during colposcopy and biopsy procedures.

Product Features

-Ferric Subsulfate 20% Solution in 500ml bottles

- **Effective haemostatic solution:** A ready-to-use, thickened hemostatic agent which should be applied to the surgical site following excision of diseased tissue or subsequent to a biopsy.
- Should conform to KEBS / ISO standard or equivalent
- Manufacturer must be KEBS / ISO certified or equivalent

SECTION VI - SCHEDULE OF REQUIREMENTS

S/No.	Item Description	Unit of Issue	Quantity	Delivery period from the date of signing the contract	Delivery point
1.	Chemotherapy chairs	No.	20	8 weeks	9-Kenyatta University Teaching Referral and Research Hospital 4-Makueni County Referral Hospital 7-Othaya Hospital, Nyeri
2.	Bivalve disposable vaginal speculums (M,L)	No.	100,000	8 weeks	70,000-NORL 5,000-Oncology Center in Nakuru 5,000-Oncology Center in Garissa 5,000-Oncology Center in Mombasa 5,000-Kenyatta University Teaching Referral and Research Hospital 5,000-Makueni County Referral Hospital 5,000-Othaya Hospital, Nyeri
3.	Preloaded self-expanding esophageal stents for esophageal cancer	No.	300	8 weeks	NORL
4.	Chemoports and port needles; Adult paediatric	No. No.	200 100	8 weeks	NORL
5.	Colostomy bags and its accessories supplied for each pack of 20s	No.	600	8 weeks	NORL
6.	Fully automatic disposable Biopsy gun with biopsy needle, single use	No.	1,000	8 weeks	700-NORL 100-Oncology Center in Nakuru 100-Oncology Center in Garissa 100-Oncology Center in Mombasa
7.	Survey meters	No.	18	8 weeks	6-Oncology Center in Nakuru 6-Oncology Center in Garissa 6-Oncology Center in Mombasa
8.	Class 2 chemotherapy biosafety cabinets	No.	5	8 weeks	NORL
9.	Cervical punch biopsy forceps (size 10 inch)	No.	150	8 weeks	NORL
10.	Monsel's solution	500ml	150	8 weeks	NORL
11.	Radiation safety monitoring devices (thermoluminescence devices)	NO.	100	8 weeks	34-Oncology Center in Nakuru 33-Oncology Center in Garissa 33-Oncology Center in Mombasa
12.	100ml formalin packing containers for core biopsies, plastic, transparent, leak proof	No.	5000	8 weeks	NORL

❖ *NORL: National Oncology Reference Lab located at Kenyatta National Hospital, Nairobi.*

❖ *The Ministry **may** consider a different delivery schedule offered by the tenderer.*

SECTION VII - PRICE SCHEDULE FOR GOODS

_____Page _____ of _____

Name of tenderer :.....

Tender Number :.....

1	2	3	4	5	3	6	7
Item	Description	Unit of issue	Quantity	Unit price	Country of origin	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable
1.	Chemotherapy chairs	No.	20				
2.	Bivalve disposable vaginal speculums (M,L)	No.	100,000				
3.	Preloaded self-expanding esophageal stents for esophageal cancer	No.	300				
4.	Chemoports and port needles;						
	Adult	No.	200				
	paediatric	No.	100				
5.	Colostomy bags and its accessories supplied for each pack of 20s	No.	600				
6.	Fully automatic disposable Biopsy gun with biopsy needle, single use	No.	1,000				
7.	Survey meters	No.	18				

8.	Class 2 chemotherapy biosafety cabinets	No.	5				
9.	Cervical punch biopsy forceps (size 10 inch)	No.	150				
10.	Monsel's solution	500ml	150				
11.	Radiation safety monitoring devices (thermoluminescence devices)	No.	100				
12.	100ml formalin packing containers for core biopsies, plastic, transparent, leak proof	No.	5000				

Signature of tenderer _____

Note: **Any errors** in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation and **shall lead to disqualification of the tender as non-responsive**

Tenderer to attach additional pages as necessary and serialize the price schedule pages as shown on the top of this page

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General:

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

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																								
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.				
Name	Nationality	Citizenship Details	Shares																						
1.																						
2.																						
3.																						
4.																						
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....	2.	3.	4.	5.
Name	Nationality	Citizenship Details	Shares																						
1.....																						
2.																						
3.																						
4.																						
5.																						
	<p>Date Signature of Candidate</p>																								

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated
..... [*date of submission of tender*] for the supply, installation
and commissioning of [*name and/or description
of the equipment*] (hereinafter called “the Tender”)
..... KNOW ALL PEOPLE by
these presents that WE of
..... having our registered office at
..... (hereinafter called “the Bank”), are bound unto
..... [*name of Procuring entity*] (hereinafter called “the
Procuring entity”) in the sum of for which
payment well and truly to be made to the said Procuring entity, the
Bank binds itself, its successors, and assigns by these presents.
Sealed with the Common Seal of the said Bank this _____
day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*signature of the bank*] _____
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [*name and address of tenderer*](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(*FULL PARTICULARS*) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary