

REPUBLIC OF KENYA



MINISTRY OF HEALTH

**INVITATION TO TENDER
INTERNATIONAL COMPETITIVE BIDDING**

**SUPPLY, INSTALLATION, TESTING, MAINTENANCE AND
REPLACEMENT OF MEDICAL EQUIPMENT AND ASSOCIATED
TRAINING FOR COUNTY AND SUB-COUNTY REFERRAL
HEALTH FACILITIES THROUGH A MANAGED EQUIPMENT
SERVICES (MES) ARRANGEMENT**

TENDER NO. MOH/001/2014/2015

DOCUMENT NO.....

OFFICIAL RECEIPT NO.....

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INTRODUCTION

- 1.1 This standard tender document for supply, installation and commissioning of plant and equipment has been prepared for use by public entities in Kenya.
- 1.2 The following general conditions should be observed when using the document.
 - a) Specific details shall be furnished in the tender notice and in the special conditions of contract. The final document to be provided to the tenderers shall not have blank spaces or give options.
 - b) The instructions to the tenderers and the general conditions of contract shall remain unchanged. Any necessary amendments to these parts shall be made through the special conditions of contracts and the appendix to instructions to the tenderers.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations as a letter of invitation addressed to tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document shall be modified to include:
 - i. Tender number.
 - ii. Tender name.
 - iii. Name of procuring entity.
 - iv. Delete name and address of PPOA.

SECTION I INVITATION TO TENDER

REPUBLIC OF KENYA



MINISTRY OF HEALTH

INVITATION TO TENDER INTERNATIONAL COMPETITIVE BIDDING

**SUPPLY, INSTALLATION, TESTING, MAINTENANCE AND REPLACEMENT OF
MEDICAL EQUIPMENT AND ASSOCIATED TRAINING FOR COUNTY AND
SUB-COUNTY REFERRAL HEALTH FACILITIES THROUGH A MANAGED EQUIPMENT
SERVICES (MES) ARRANGEMENT**

TENDER NO. MOH/ 001/2014/2015

1. The Government of Kenya (Government) through the Ministry of Health (Ministry) is in the process of fast-tracking the Government's objective of attaining equitable, affordable and quality healthcare services of the highest standards for its citizens in public hospitals across the Country.
2. The Government has in the 2014/2015 financial year made Budgetary provision to the Ministry of Health, to be applied towards the enhancement of 94 county and sub-county referral health facilities (otherwise known as Level 4 and Level 5 hospitals respectively) in all the 47 counties in Kenya.
3. Working closely with the county governments, the Ministry of Health intends to equip the Level 4 and Level 5 hospitals with specialized, modern and state-of-the-art medical equipment so as to ensure that all citizens, regardless of location, have access to uninterrupted, quality, specialized healthcare services.
4. The Ministry of Health intends to equip the hospitals in two phases under a managed equipment services arrangement, under which the successful candidate(s) shall be expected to supply, install, test, train users, replace and maintain the medical equipment on a long-term basis of between 7 to 10 years. The first phase shall involve the supply, installation, testing, maintenance, repair, replacement and associated training, for the equipment set out in this Invitation to Tender. Phase two will be advertised on or around October, 2014.
5. The Ministry of Health now invites sealed tenders from **original equipment manufacturers** who can also undertake managed equipment service. This will involve "supply, installation, testing, maintenance, repair, replacement of medical equipment and associated training for county and sub-county health facilities" as indicated in the table below:

Lot No.	Items
1.	Theatre Equipment
2.	Theatre, CSSD Equipment
3.	Laboratory Equipment (Category 1)
4.	Laboratory Equipment (Category 2)
5.	Renal Equipment
6.	ICU Equipment
7.	Radiology Equipment

Qualification Criteria

Potential Candidates must, among others, demonstrate through the submission of documentary evidence:

- a) Proof of similar contracts successfully completed in the last 5 years indicating the contract sums and client references.
 - b) Proof of sound financial standing.
 - c) Tax Compliance, Incorporation/Registration and Audited Accounts for the last 3 Years.
 - d) Bid security of 2% of the tender sum from a reputable commercial bank valid for 30 days after bid validity in the prescribed format.
6. Interested eligible candidates may quote for any one or more complete lots. Each lot will be evaluated and awarded separately.
 7. Bidding documents with detailed specifications may be collected from the Supply Chain Management office, Afya House, Room No.513 upon payment of a Non Refundable fee of KSh.1000.00 in cash or Bankers Cheque payable to Principal Secretary, Ministry of Health. Payments should be made to the cash office on the 2nd floor, Room No. 218, Afya House.
 8. Interested eligible candidates may also obtain the tender documents free of charge from the Ministry's website at the following link www.health.go.ke. Candidates who download the tender documents are required to submit their details for record and to facilitate further addenda and clarifications.
 9. Clarifications and additional information to be addressed to:

Principal Secretary
Ministry of Health
6thFloor, Afya House
Cathedral Road
PO Box 30016-00100
Tel: +254 20 2717077
NAIROBI, KENYA

Email: ps@health.go.ke

10. The bids containing one original and one copy of the technical proposal and the financial proposal (each in a separate envelope) in a plain sealed envelope bearing the name of the tender and number but without indication of tenderer's name should be addressed to:

Principal Secretary
Ministry of Health
6th Floor, Afya House
Cathedral Road
P.O. Box 30016-00100
NAIROBI, KENYA

All bids must be accompanied by a bid security in the form and amount specified in the tender documents and must be deposited in the Tender Box situated at Afya House Reception not later than 8th August 2014 at 12:00hrs. Bulky documents that can not fit in the tender box may be delivered to the 5th floor, Room 514, Afya House (within the Bid submission time and date) and indicated on the outer envelope '**Do Not Open Before 8th August 2014 at 12:00 hrs**'.

11. Submitted bids will be opened in the GTZ Conference Room, Afya House immediately after the closing date and time in the presence of the Tenderers' representatives who choose to attend. All bids and prices quoted must be valid for a period of **120 days after bid opening**.
12. Late bids will be rejected and returned sealed.

HEAD, SUPPLY CHAIN MANAGEMENT
For: PRINCIPAL SECRETARY

SIGNED For (*Accounting Officer/Procuring entity*)

SECTION II - INSTRUCTIONS TO TENDERERS
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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, installation and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have not 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Ksh 5000.00.

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

2.4 Contents of Tender Document

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

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

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

2.5 Clarification of Tender Documents

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

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

2.6 Amendment of Tender Documents

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

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with Paragraphs 2.9, 2.10 and 2.11 below;
 - (b) documentary evidence established in accordance with Paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with Paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with Paragraph 2.14;
 - (e) Confidential Business Questionnaire.

2.9 Tender Form

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

2.10 Tender PricesThe tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment.

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

2.11 Tender CurrenciesPrices shall be quoted in the following currencies:

- (a) for equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings;
- (b) for equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency; and
- (c) cost of installation and commissioning will be in Kenya Shillings.

2.12 Eligibility and Qualifications

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

2.12.2 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 2.2.

2.12.3 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment;
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

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

2.13 Goods Eligibility and Conformity to Tender Document

- 2.13.1 Pursuant Paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract.
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
 - a) a detailed description of the essential technical and performance characteristic of the equipment;
 - b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the 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 commentary to be furnished pursuant to Paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procuring entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

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

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

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to Paragraph 2.14.8.

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Public Procurement Oversight Authority.
- d) Letter of credit.

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

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to Paragraph 2.28 and furnishing the performance security, pursuant to Paragraph 2.29.

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 2.28; or
 - ii) to furnish performance security in accordance with Paragraph 2.29.
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to Paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses

thereto shall be made in writing. The tender security provided under Paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given on the Invitation to Tender.
 - (b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE (*day, date and time of closing*)”
- 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 not later than (*the time and date specified*).
- 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 2.6.3,

in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

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

2.19 Modification and Withdrawal of TendersThe 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 2.14.8.

2.20 Opening of TendersThe Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at *(the time, on the date)* and in the following location.

(address of the procuring entity)

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the 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 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination and Responsiveness 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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

2.22.4 Prior to the detailed evaluation, pursuant to Paragraph 2.24 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 those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The 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 Procuring entity's evaluation of a tender will exclude and not take into account:

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

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

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in Paragraph 2.24.5 and in the technical specifications:

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

2.24.5 Pursuant to Paragraph 2.24.4 the following evaluation methods will be applied:

(a) *Delivery schedule*

The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

2.25 Contacting the Procuring Entity

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

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

2.26 Award of Contract

(a) **Post-Qualification**

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

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

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

(b) **Award Criteria**

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been

determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.26.5 To qualify for contract award, the tenderer shall have the following:

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

(c) **Procuring Entity's Right to Accept or Reject Any or All Tender**

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

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

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

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

2.27 Notification of Award

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

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

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to Paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The parties to the contract shall have it signed within thirty (30) days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.29.2 Failure of the successful tenderer to comply with the requirements of Paragraph 2.28 or Paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes on the Appendix to the Instructions to Tenderer

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the 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.

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.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<ul style="list-style-type: none"> • <i>Eligible tenderers: eligible original equipment manufacturers.</i> • <i>Successful tenderers shall complete the supply, installation, testing and commissioning of the Equipment as provided in the tender documents and also provide Maintenance services, repair, replacement of equipment and associated training to the relevant county and sub-county personnel.</i>
2.3.1	<p><i>The tenderers are invited to make site visits to the relevant county and sub-county hospitals to enable them prepare their clarification requests and their submissions. The tenderers shall bear all costs associated with such site visits.</i></p>
2.3.2	<p><i>The price to be charged for a copy of the tender document shall be KShs 1000.</i></p>
2.9.1	<p><i>The tenderer shall also indicate the Services to be supplied in the tender documents.</i></p> <p><i>In relation to training, the tenderer shall provide the training costs for the following:</i></p> <ul style="list-style-type: none"> • <i>For each Lot – on the job user and maintenance training for a minimum of three weeks for each piece of equipment supplied. Training shall cover operation, daily upkeep and maintenance including calibration and may be on-site or at a suitable central training location, with all expenses covered by the tenderer.</i> • <i>For Lots 5, 6 and 7 – special training shall be conducted in addition to the above as follows:</i> <ul style="list-style-type: none"> ○ <i>Lot 5 – training for at least of 4 (four) nurses from each applicable hospital, on a rotation of 2 nurses at a time, for a period of not less than two months per rotation. This training shall cover nephrology and shall be conducted at Kenyatta National Hospital, or any other institution registered and recognized by the Nursing Council of Kenya. In addition, factory training for 1 (one) medical engineering staff from each applicable hospital for a period of not less than three weeks.</i> ○ <i>Lot 6 – training for at least of 4 (four) nurses from each applicable hospital, on a rotation of 2 nurses at a time, for a period of not less than one month per rotation. This</i>

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p><i>training shall cover ICU and shall be conducted at Kenyatta National Hospital, or any other institution registered and recognized by the Nursing Council of Kenya. In addition, factory training for 1 (one) medical engineering staff from each applicable hospital for a period of not less than three weeks.</i></p> <ul style="list-style-type: none"> ○ <i>Lot 7 – for each applicable hospital, clinical training for 2 (two) radiographers and 1 (one) radiologist and factory training 2 (two) medical engineering staff. This training shall cover operation and maintenance of digital imaging systems, including Doppler ultrasound unit, and shall not exceed three weeks for each staff.</i>
2.10.1	<i>The prices for the provision of Services as envisaged under this Invitation to Tender shall also be indicated on the Price Schedule.</i>
2.11	<i>The tenderers shall quote all prices in US Dollars.</i>
2.12.2	<i>The tenderers shall also establish to the Procuring Entity’s satisfaction, proof of similar contracts successfully completed in the last 5 years indicating the contract sums and client references and evidence of tax compliance .</i>
2.12.3(a)	<i>For Lot 2 – the tenderer shall provide a manufacturer authorization specifying name, model number and country of origin for all such equipment without any alteration.</i>
2.12.3(c)	<i>The tenderer will be required to demonstrate that its Agent in Kenya can carry out all of the tenderer’s obligations as are prescribed in the Conditions of Contract and/or Technical Specifications.</i>
2.13.3	<p><i>The documentary evidence of conformity of the Equipment shall also include:</i></p> <ul style="list-style-type: none"> • <i>Original manufacturer brochures (where applicable), which shall not be photocopies or scanned copies and shall not contain superimposed images of the equipment. Soft copies are acceptable if in a manufacturer PDF format.</i> • <i>Product model name/number assigned by the manufacturer.</i> • <i>Colored picture of the Equipment, which must be clear and reasonably sized.</i>
2.14.1	<i>The tender security shall be in the amount equivalent to 2% of the tender sum and if issued by a bank, shall be issued by a reputable commercial bank.</i>
2.17.2 (b)	<i>Friday 8 August 2014 at 12:00hrs.</i>
2.18.1	<i>Friday 8 August 2014 at 12:00hrs.</i>

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.20.1	<ul style="list-style-type: none"> • <i>Friday 8 August 2014 at 12:00hrs.</i> • <i>The tenders will be opened at the GTZ Conference Room, Afya House, Cathedral Road, Nairobi, Kenya.</i>
2.24	<i>The tender shall be evaluated on a Lot by Lot basis.</i>
2.24.5(b)	<i>Tenderers shall state their tender price in the Price Schedule.</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are set out in ANNEXURE I (FORM OF MES CONTRACT) attached hereto.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract are set out in ANNEXURE I (FORM OF MES CONTRACT) and ANNEXURE II (SCHEDULES TO THE CONTRACT) both attached hereto.

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

- 5.1 The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.
- 5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.

No.	Item Description	Quantity	Unit Price Kshs	Installation Period	Installation Price	Total Price Kshs.
1.	Theatre Equipment					
2.	Theatre, CSSD Equipment					
3.	Laboratory Equipment (Category 1)					
4.	Laboratory Equipment (Category 2)					
5.	Renal Equipment					
6.	ICU Equipment					
7.	Radiology Equipment					
						Total Price Kshs.

	Item Description	Training Cost (KShs)	Maintenance Cost (KShs)	Replacement Cost (KShs)	Others (Specify) (KShs)
1.	Theatre Equipment				
2.	Theatre, CSSD Equipment				
3.	Laboratory Equipment (Category 1)				
4.	Laboratory Equipment (Category 2)				
5.	Renal Equipment				

6.	ICU Equipment				
7.	Radiology Equipment				
				Total Price Kshs.	

Authorized Official: _____
Name

Signature

Date

(amend format as necessary)

SECTION VI: TECHNICAL SPECIFICATIONS

6.1 GENERAL

- 6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 6.1.4 The tenderers are requested to present information along with their offers as follows:
 - (i) Shortest possible delivery period of each product.
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

6.2 **PARTICULARS**

The Technical Specifications are set out in ANNEXURE III (TECHNICAL SPECIFICATIONS) attached hereto.

SECTION VII: STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

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

7.2 Confidential Business Questionnaire Form

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

7.3 Tender Security Form

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

7.4 Contract Form

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

7.5 Performance Security form

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

7.6 Bank Guarantee for Advance Payment.

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

7.7 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

7.1 **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)* and to provide associated training for county and sub-county staff in respect of the equipment as well as maintenance, repair and replacement services 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 that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal 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>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>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>b.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>c.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>d.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	a.	b.	c.	d.					
	Name	Nationality	Citizenship Details	Shares																											
a.																											
b.																											
c.																											
d.																											
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
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1.																											
2.																											
3.																											
4.																											
5.																											
<p>Date Seal/Signature of Candidate</p>																															

7.3 TENDER SECURITY FORM

Whereas [name of the tenderer](hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of[name and/or description of the equipment] and for the provision of associated training, maintenance, repair and replacement services (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;or
 - (c) refuses correction of arithmetic errors in the tender

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

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

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

7.4 CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for [certain 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 tenderer hereby covenants with the Procuring entity to provide the goods and services and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the 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.

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

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

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

7.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.6 **BANK GUARANTEE FOR ADVANCE PAYMENT**

To
[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

7.8. LETTER OF NOTIFICATION OF AWARD

Address of 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

7.9

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