



**KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH
HOSPITAL
(KUTRRH)**

INVITATION TO TENDER

FOR

**SUPPLY AND DELIVERY INFECTION CONTROL ITEMS FOR
TWO YEARS FY 2020-2022**

TENDER NO:

KUTRRH /TNR/G/017/ICI/2020-2022

CLOSING DATE:

FRIDAY ,25TH SEPTEMBER,2020

CLOSING TIME: 10: 00 A.M.

**The Chief Executive Officer,
Kenyatta University Teaching, Referral and Research Hospital
P.O. BOX 7674 – 00100
NAIROBI.**

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TENDER REF. NO: KUTRRH /TNDR/G/017/ICI/2020-2022

TENDER NAME: SUPPLY AND DELIVERY INFECTION CONTROL ITEMS

- 1.1 **Kenyatta University Teaching, Referral and Research Hospital (KUTRRH) invites sealed tenders from bidders for: Supply and Delivery Infection Control Items**
- 1.2 **Interested eligible candidates may obtain further information from and inspect the tender documents at Kenyatta University Teaching, Referral & Research Hospital, Procurement Department.**
- 1.3 **A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of (One thousand shillings only) *Kshs. 1,000/=* to be deposited in: -
Bank Name: Kenya Commercial Bank (KCB)
Branch: Thika Road Mall
Account Name: Kenyatta University Teaching, Referral & Research Hospital (KUTRRH)
Account Number: 1258637243**

OR

Download free of charge from KUTRRH Website at www.kutrrh.go.ke Bidders who opt to download **MUST** send their contacts details to procurement@kutrrh.go.ke.

Those who buy the tenders are advised to take the banking slip to **KUTRRH (Finance – Cash Office)** for an official receipt thereafter you can collect the tender documents from the Procurement Office.

- 1.3.1 **Prices quoted should be net, inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.**
- 1.5 **Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (Kenyatta University Teaching, Referral & Research Hospital –Procurement Department) or be addressed to (Kenyatta University Teaching, Referral & Research Hospital P.O. Box 7674-00100 GPO Nairobi) so as to be received on or before, Friday 25TH September,2020 at 10:00 a.m.**
- 1.6 **Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at (Kenyatta University Teaching, Referral & Research Hospital - Boardroom).**

**The Chief Executive Officer
Kenyatta University Teaching, Referral and Research Hospital
P.O. Box 7674 – 00100, GPO
NAIROBI.**

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the goods by the intended completion date specified in the tender documents.
- 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 unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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 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(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

223 The origin of goods is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

231 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.

232 The price to be charged for the tender document shall not exceed Ksh 1000.00

233 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
- (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 Four (4) 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 Language of Tender

- 2.6.1 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.

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderers shall comprise the following components.
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and

- is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14
 - (e) Confidential Business Questionnaire

2.8 Tender Form

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the goods and installation it proposes to supply under the contract.

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

- (i) the price of the goods 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 goods

2.9.3 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.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in the following currencies:
- (a) For goods that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
 - (b) For goods that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
 - (c) Cost of installation and commissioning will be in Kenya Shillings.

2.11 Tenderers Eligibility and Qualifications

2.11.1 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.

2.121 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

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

2.14 Tender Security

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

2.14.2 The tender security 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

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

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

2.14.4 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

2.14.5 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.

2.14.6 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

2.14.7 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
 - 1. or
 - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 120 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 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. 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 **Friday 25th September 2020 at 10:00 a.m.**”

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

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **Friday, 25th September 2020 at 10:00 a.m.**

2.18.1 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

2.18.2 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 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

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the hospital's boardroom on the stated date in the instructions to tenderers.

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

2.20.1 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.

2.20.2 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 and Responsiveness

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 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 2.23 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 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 goods manufactured in Kenya or goods 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-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 2.23.5 and in the technical specifications:

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

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

- ⓪ The Procuring entity requires that the goods 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 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.

2.26.3 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 awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, goods 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 Tenders

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 tenderer 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 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.

3.30.2 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.

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to the tenderers is intended to assist the 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.

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

Instructions to tenderers(ITT)	Particulars of appendix to instructions to tenderers
2.3	Cost of Tendering
2.3.1	Price for the Hard Copy of the Tender document will be charged Kshs. 1,000.00. Downloaded and Soft Copies of the Tender document from KUTRRH website at www.kutrrh.go.ke will be free of charge.
2.1	Target Group
2.1.1	Reserved for AGPO Group- YOUTH, WOMEN & PERSONS WITH DISABILITY
2.14	Tender Security
2.14.2	No Bid bond or Tender security will be required. Bidders will however be required to fill the Bid Securing declaration form provided. Failure to provide the information required, will lead to the tender being declared Non-Responsive.
2.15	Validity of Tender Document
2.15.1	Tender Validity will be 120 days from date of opening of tenders.
2.16	Format and Signing of Tenders
2.16.1	Bidders Must Submit One (1) original and One(1) Copy
2.17	Sealing and Marking of Tenders
2.17.2	The Tender submission address is: The Chief Executive Officer, Kenyatta University Teaching, Referral & Research Hospital, P. O. Box 7674-00100 Nairobi
2.20	Opening of Tender
2.20.1	Tenders will be opened on in the presence of bidders who choose to attend on Friday 25th September,2020 at 10:00 a.m. at Kenyatta University Teaching, Referral & Research Hospital Boardroom
2.22	arithmetical Errors
2.22.2	there will be NO correction of ANY arithmetical errors. Any errors in calculation will lead to automatic disqualification.
2.23	rates of exchange
2.23.1	The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank of Kenya ruling on the date for the submission of tenders.
2.30	Notification of Award
2.30.2	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

2.34	New Clause (Conflicts Between the Tender Document and the PPADA 2015)
	Conflicts between the Tender terms and Public Procurement Asset and Disposal Act 2015. In such cases The Public Procurement Asset and Disposal Act, 2015 will stand.

NOTE:

- 1) Orders will be given **as and when required**.
- 2) Prices should be inclusive of loading, delivery and unloading at the hospital.
- 3) Contract period: **Two (2) years**, commencing on the date of contract signing.
- 4) Prices quoted **WILL NOT** be varied within the first twelve (12) months of the contract.
The contract will however run for 24 months (2 years).
- 5) **(N/B: All certified documents MUST be stamped by the commissioners of OATH)**

2.24 Evaluation and Comparison of Tenders

A. Preliminary Evaluation (Mandatory Evaluation)

A.	MANDATORY REQUIREMENTS	POINTS
1	Provide copy of Company Registration Certificates.	YES/NO
2	Attach six month bank statement from your bankers.	YES/NO
3	Attach a copy of valid Business permit for PWD attach a copy of APDK Card.	YES/NO
4	Provide a copy of Valid Tax compliance certificate/ Tax Exemption certificate.	YES/NO
5	Provide a copy of CR12.	YES/NO
6	Attach copies of Director's National Identification Card.	YES/NO
7	Provide two copies of bid document clearly labelled " Original " and " Copy "	YES/NO
8	Complete mandatory Business Questionnaire attached.	YES/NO
9	Complete Oaths and Statutory Declaration Form attached.	YES/NO
10	Provide a Valid copy of AGPO certificate issued Treasury	YES/NO
11	Complete Bid Securing Declaration Form	YES/NO

B. Evaluation criteria

	Area	Narrative	Max Score	Score
2	Financial Capability	Provide a six(6) months Bank Statement from Your Banker	35%	
3	Duration tenderer in operation	Attach at least three (3) recommendation letters from inception to current (reference checks)	15%	
4	Management plan-Human Resources	How tenderer will execute the work to include staffing, equipment and supervisions. Provide workplan	25%	
4	Organizational structure	Current company setup complete with organogram	10%	
5	Past performance –for similar works	Attach evidence LPOs OR delivery notes at least three (3)	15%	
	Total		100%	

All the tenders will be evaluated based on the tenderer's capability to provide the services as described in section V1, and other factors that may be reviewed as providing less Low risk in contract performance over the period. Contract will be awarded tenderer who scores **above numeric 70% score** in technical proposal and priced lowest on the evaluated tender.

Note:

- Tenderers are required to ensure that all pages of their tender documents are properly serialized and stamped/signed and the document should be properly bound. Loose tender documents will be declared non responsive.**
- Blacklisted and suspended firms are not eligible for this procurement.**

B. Financial Evaluation

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

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 goods, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means KUTRRH, 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 goods to the extent that they are not superseded by provisions of other part of contract.

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The Candidate shall not, without the 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 twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.7.2 The proceeds of the performance security shall be payable to the 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
 - b) Such insurance guarantee approved by the Authority
 - c) Letter of credit
- 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. 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 goods, and the tenderer shall either replace the rejected goods 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 and delivery shall in no way be limited or waived by reason of the goods having

previously been inspected, tested and passed by the Procuring entity or its representative prior to the goods delivery.

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

3.9 Packing

3.9.1 The tenderer shall provide such packing and packaging of the 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 installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the 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

3.162 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, goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17. Termination for convenience

3.18. Liquidated Damages

3.181 If the tenderer fails to deliver and/or install any or all of the items 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.

3.19. Resolution of Disputes

3.191 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.192 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.201 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

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

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.22.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

- 4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the 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.

4.2 Special conditions of contract as relates to the GCC

General conditions of contract reference	Special Conditions of the contract
3.5	Specify performance security if applicable: 10% of Contract Sum
3.7	Specify method Payments. Payments to be made on monthly basis after services have been rendered and certified by the client representative
3.8	Specify price adjustments allowed. None
3.13	Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred to the Public Procurement and Asset Disposal Act 2015
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate address of both parties
	Client: Kenyatta University Teaching Referral and Research Hospital
	P. O. Box 7674-00100
	Nairobi

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 goods will have been procured separately.

- 5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.

SECTION VI - TECHNICAL SPECIFICATIONS

6.1 GENERAL

6.1.1. These specifications describe the basic requirements for goods. 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 goods offered comply with each specific requirement.

6.1.3 All the dimensions and capacities of the goods 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 The technical specifications are as indicated in the technical evaluation criteria

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES

NO.	ITEMS	UNIT	QUANTITY	UNIT COST
1	Deltamethrin (SC-PE) 5% (100g) Effective on mosquitoes for 4-6 months	Sachets	200	
2	Fenitrothion WP Wettable powder formulation Formulation of 40% Chemicals: dimethyl 3-methyl-4-nitrophenyl phosphorothionate Weight of 100g	Sachets	200	
3	Score R 250EW (20ml)	Pcs	12	
4	SOLVIT R 175EW (200ml)	Pcs	10	
5	Termidor (1 litre)	Pcs	16	
6	Baraki pellets (300g)	Sachets	50	

No.	ITEMS	Unit	QTY	UNIT COST	TOTAL COST	BRANDNAME(where applicable)
1	Full Face Respiratory protection	Pcs	10			
	- Must fit closely and tightly to the wearer's face to function correctly					
	- To have disposable filter materials					
	- Must be classified as FFP1, FFP2, FFP3					
	- Should have both inhalation and exhalation valves					
	- To be full face mask covering eyes, nose, mouth, chin and seals against the face of the wearer.					
	- Should have adjustable straps					
	- To have an inner half mask					
	- Should conform to the EN 136:1998 Standard					
	- It should be easy to replace the filter(s)					
	- Sample or Literature be submitted for evaluation					
2	Leather gloves	Pairs	200			
	Should be resistant to puncture by used					
	Should provide protection against contact, convective, or radiant heat					
	Should be flame retardant. Should not interfere with dexterity and tactile sensation required for work					

	duties either by design or poor fit					
	Should be a durable, reusable design without compromised performance					
	Should be available in different sizes appropriate to the					

	users.			
	For heat protection, gloves can be made of leather and/or insulated with aramid blends, Terrycord, or cotton blends.			
	Should have safety cuff design that protects upper wrist but allows for quick glove removal in emergency situations.			
	Samples/literature must be availed for evaluation			
3	Safety shoes – boots (pairs)	Pairs	50	
	Should be leather ankle boot			
	To have steel toe cap			
	Must have dual density rubber sole			
	Must have metal sole plate			
	To be elastic on both sides			
	Should give all round foot protection against any heavy falling object.			
	Sample or literature be submitted for evaluation			
4	Safety boxes (5litres/20litres)	Pcs	20,000	
	- Should meet WHO, Standard E10/IC.1.1 & E10/IC C.2			
	- Material used should be chlorine free			
	- Easily combustible on ignition.			
	- Box should be white in colour, measuring 27.5cm x 15.5cm x 12.5cm, after assembling; 5 liter capacity weighing 350gms; Thickness of walls of 1.25 mm; Diameter of syringe insert hole - 35 mm			
	- Externally printed with MOH messages on injection safety. Also printed "SAFETY BOX & INCINERATION CONTAINER for USED SYRINGES & NEEDLES and bear a Hazard symbol on two walls			
	- One wall should have Explanatory Diagrams for easy assembly, the flaps should also be numbered in sequence of Assembly.			
	- Designed not to allow needle penetration.			
	- Must be water resistant.			
	- Packaging parameters: Bundle of 25 pcs in a box; standard weight of package 15-30kg; each carton must be clearly marked with the name and characteristics of the article and number of packs per carton Labeling parameters.			
	- Labeling must be in English indicating manufacturer's Name and address, Country of Origin & Batch No., KEBs mark			
5	Color coded bins	Pcs	400	
	- Bins shall be of 50 litres and available in five colors: white (50 bins), black (100 bins), yellow (100 bins), purple			

	(50 bins) and red (100 bins) and shall be marked as follows:			
	- White bin for food remains: Labelling for white should be "FOOD REMAINS."			
	- Black bin for general waste: Labeling for black should be 'GENERAL/NON-INFECTIOUS WASTE'.			
	- Yellow bin for infectious waste: Shall contain the universal biohazard symbol and the wording "CLINICAL/INFECTIOUS WASTE." Printing shall be in white.			
	- Purple bin for highly infectious waste: Shall contain the universal biohazard symbol and the wording "HIGHLY INFECTIOUS ONCOLOGY WASTE." Printing shall be in white.			
	- Red bin for highly infectious waste: Shall contain the universal biohazard symbol and the wording "HIGHLY/PATHOLOGICAL INFECTIOUS WASTE." Printing shall be in white.			
	- All text shall at a minimum be written in English. Labeling should be in English. The size of the font should be increased, and fill line should be ¾ way (instructions to empty when ¾ full.)			
	- All bins should have a peddle action technology. Bins shall be rigid, puncture resistant, leak resistant and tamper proof			
	- Bins shall be slightly tapered from bottom to top to allow for easy release of contents.			
	- Bins shall have 2 wheels			
6	Heavy duty color coded liner bags (pack of 100)	Pcs	170,000	
	- Bin liners shall be leak-resistant, impervious to moisture and tear resistant			
	- Sizes: 50 litres (28 inches height by 34 inches wide) and thickness of no less than 60 microns			
	- Dyes used in the coloration of plastic bin liners shall be no greater than 100 ppm of sum incidental concentrations of lead, mercury, hexavalent chromium, and cadmium.			
	- Material shall be Polyethylene (PE) and shall not contain more than 15% of recycled PE or shall be of an equivalent durable material. Materials SHALL NOT contain any PVC.			

	<ul style="list-style-type: none"> - Bin liners shall be available in three colors: black, yellow, and red and shall be marked as follows: - White bin liner for food remains marked “Food remains” printing shall be in black; - Black bin liner for general waste: Marked General/Non-Infectious Waste. Printing shall be in white. - Yellow bin liner for infectious waste: Shall contain the universal biohazard symbol and the wording “Clinical/Infectious Waste” Printing shall be in white. - Purple bin liner for oncology wastes: Shall contain the universal biohazard symbol and the wording “Infectious Oncology Waste” Printing shall be in white. - Red bin liner for highly infectious waste: Shall contain the universal biohazard symbol and the wording “Highly infectious Waste” Printing shall be in white. 			
	- Packed in a pack of 100			
	- Labeling should be legible and in English. To be imprinted in indelible ink with bold block letters			
	- Product should be labeled with Manufacturer's Name and address and Country of Origin			
	KUTRRH Logo be printed on both sides of the liner			
	Details of the manufacturer and supplier be indicated below the KUTRRH Logo			
	- Manufacturer must be KEBS/ISO certified or equivalent			
7	Waste bins stickers	Pcs	4,000	
	- Should have 5 different colors for five different bins (white (1000pcs), black (1000pcs), yellow (1000pcs), purple (200pcs) and red (800pcs))			
	- Size - 30cm by 21cm			
	- Should be water proof/ self-cleansing/ high density paper gauge			
	<ul style="list-style-type: none"> - White sticker should be indicated “Food remains” - - Black sticker should be indicated “General/NonInfectious Waste” such as papers. - Yellow sticker should be indicated “Clinical/Infectious Waste” such as gloves, cotton. - Purple sticker should be indicated “Infectious Oncology Waste” - Red sticker should be indicated “Pathological/Highly infectious Waste” 			
	- They should have a KUTRRH Logo, ISO Statement and the words "Public Health Department" fixed on each			
	- Should have self-sticking adhesive glue			

	- Stickers should be written both in English and Kiswahili, clearly and visible 5 meters away			
	- Sample or literature be submitted for evaluation			
8	Health care waste tracking stickers	Pcs	180,000	
	- Should have 5 different colors for five different bins (white (48,000pcs), black (48,000 pcs), yellow (48,000 pcs), purple (6,000 pcs) and red (30,000 pcs)			
	- Be made of non-water absorbent material with adhesive properties to a plastic liner bag or carton safety box.			
	- Should be easy to fill in required information or data using a pen			
	- Should measure 16cm x 11cm in size.			
	- Should have a margin for quantity/size of waste			
	- Should have KUTRRH-Public Health Department inscriptions			
	Be titled Health care waste management tracking stickers			
	- White sticker should be indicated “Food remains”			
	- Black sticker should be indicated “General/NonInfectious Waste” such as papers.			
	- Yellow sticker should be indicated “Clinical/Infectious Waste” such as gloves, cotton.			
	- Purple sticker should be indicated “Infectious Oncology Waste”			
	- Red sticker should be indicated “Pathological/Highly infectious Waste”			
	- Stickers should be written in English			
	- Should have the KUTRRH logo ISO 9001:2008 QMS Standard inscriptions, serial number			
	- Should have a Margins for date, origin of waste generation, a margin for quantity/size of waste			
	- Sample or literature be submitted for evaluation			
9	Waste refuse trolleys with castors	Pcs	10	
	- Should be a refuse trolley with heavy duty portable castors.			
	- Should be made of heavy duty industrial plastic material. 10			
	- Should have pulling/pushing handles on both sides for ease of handling during wastes transportation. 5			
	- Be of good workmanship (well-rounded and smooth edges)			
	- Measurements should be =length -150 cm width 75cm height - 90cm (of the body measuring from castors) castors - 20 cm. 10			
	- Bottom should be lined with heavy duty industrial plastic			

	material.			
	- Product should have 4 wheels to allow easier movement of the trolley			
	- Product should be labeled with Manufacturer's Name and address and Country of Origin			
	- Manufacturer must be KEBS/ISO certified or equivalent			
	- Sample or literature be submitted for evaluation			
10	Rapid water test kit	Pcs	5	
	Must be a comparator for the versatile method of water testing			
	Must have capacity for testing both PH and chlorine content of water			
	Must be accurate and reliable for the professional analyst, quick and easy to apply for the user.			
	Test reagents must produce a color measured by the eye using a disc of colors proportional to concentration for comparison.			
	Color discs must use color fast inks and be light resistant, with no loss of color integrity with time.			
	Be supplied complete with a comparator, discs as a kit.			
	Available discs to comprise of alkalinity, aluminium, ammonia, Bromine, chloride, chlorine, copper, fluoride, Hydrogen, Peroxide, iron, manganese, molybetabe, nickel, nitrate, organophosphate, ozone, PH, phosphate, potassium, silica sulphate, sulphide, sulphite, zinc			
11	N-95 Particulate respirator	Pcs	1000	
	Should be an N-95 particulate respirator			
	Should be fluid resistant			
	Must have a cup-shaped nose meta strap for comfort and protection and also provide tight face-seal			
	Screen out 95% of particles down to 0.1 micron size			
	Should be easy to use and masks to be accompanied with material safety data sheet			
	Should be hygienically packed in boxes of 20 pieces			
	Should have an exhalation valve/filament			
	Sample/literature submitted for evaluation			
12	Carbon filters	Pcs	200	
	Must be carbon filters			
	Must be able to fit the respirator			
	Must be able to filter carbon particulate matter emitted during the incineration process			
	Sample provided for evaluation			
13	Dust mask filters	Pcs	2000	
	Must be dust mask filters			
	Must be able to fit the respirator			

	Must be able to filter dust particulate matter emitted during the incineration process			
	Sample provided for evaluation			

CLEANING MATERIALS

No.	ITEM	Unit	Annual consumption	UNIT COST	TOTAL COST	BRANDNAME (where applicable)
1	Hypochlorite based disinfectant - Should be able to act on hospital based microorganisms. (Powder form 60% (kgs))	Kgs	2000			
	- Must be powder form.					
	- Should have high bleaching properties.					
	- Active ingredient should be 60%					
	- Active ingredient should be stabilized for long (up to expiry date).					
	- Should be easy to use, no cloudy water					
	- PH should be neutral (6-7)					
	- Safe to store and handle					
	- Should be stable and easily soluble					
	- Must have batch No. indicated on the container/label					
	- Must have SM number on the KEBS logo.					
2	Disinfectant Cleaner	Litres	7500			
	- Must be in liquid form					
	- Active ingredient should be Quaternary ammonium compound 30 Page 28 of 69 (QAC)					
	- Should be applicable in cold water.					
	- Must be perfumed (pine scent)					
	- Should be homogenous and not form precipitate.					
	- Original literature must be prominently printed on the package.					
	- Sample must be in original sealed leak proof 5 litres heavy duty plastic tins.					
	- Valid expiry date must be indicated on the label.					
	- Must have batch No.					
	- Must have SM number on the KEBS logo.					
	- Should have a shelf life of 6 months to 1 year					
3	Soap for Dispenser	Litres	7500			
	- To be mild viscosity					
	- To have a PH of 6.7					
	- Should contain lemon perfume					

	- Should not be repugnant to the user.					
	- Should have bacteriostatic properties.					
	- Should have lanolin ingredients for the skin care.					
	- Should have stabilizing agent so as not to clog the dispenser outlet after use.					
	- Sample Should be in 5 lts heavy duty plastic leak proof sealed container					
	- Original literature to be prominently printed on the container.					
	-Should have valid expiry date indicated on the container/label					
	- Batch No. must be indicated on the label.					
	- Should not be corrosive or irritate skin.					
	- Must have SM number on the KEBS logo.					
	- Should be homogenous and not form precipitate.					
	- Should have a shelf life of 6 months to 1 year					
4	Presept disinfectant tablets (500 grams packets)	Packets	200			
	- For use on plastic, porcelain, rubber, glass and steel					
	- In tablets form					
	- Better activity in the presence of organic matter than hypochlorite and may be used with confidence for all body fluid spillages					
	- Controlled concentration					
	- Bactericidal against Gram-negative and Grampositive bacteria, including Methicillin-resistant Staphylococcus.					
	- Batch No. must be indicated on the label.					
	- Should not be corrosive or irritate skin.					
	- Must have SM number on the KEBS logo.					
	- Sample or Literature be submitted for evaluation					
	- Should have a shelf life of 6 months to 1 year					
5	Alcohol hand rub gel (litres)	Litres	10,000			
	- Must be a gel or liquid in order to facilitate expedient application					
	- Must be made of denatured alcohol e.g. Isopropyl alcohol					
	- Must have QAC (Quaternary Ammonium Compounds).					
	- Must have a pleasant fragrance.					
	- Should be packaged in a container that is convenient to handle and dispense.					

	- Fast-acting and broad-spectrum microbicidal activity with a minimal risk of generating resistance to antimicrobial agents					
	- Labels should include the following: Name of institution; Date of production and batch number; Composition: ethanol or isopropanol, glycerol and hydrogen peroxide (% v/v can also be indicated) and the following statements: WHO-recommended handrub formulation; For external use only; Avoid contact with eyes; Keep out of reach of children; and Use: apply a palmful of alcohol-based handrub and cover all surfaces of the hands. Rub hands until dry. Flammable: keep away from flame and heat.					
	Must comply with labeling requirements as per the Food, Drugs and chemical substances Act cap 254, L.O.K.					
	- Sample or Literature be submitted for evaluation					
	- Should have a shelf life of 6 months to 1 year					
6	Epoxy Distainer (Litres)	Litres	2000			
	- Should be in liquid form					
	- Active ingredient be indicated on the label.					
	- Should act on stubborn stains on epoxy					
	- Manufacturing and expiry dates must be indicated on the label					
	- Batch. No. should be indicated on the label.					
	- Must have KEBS mark of quality on the label					
	- 5 lts sample be supplied in original sealed plastic containers.					
7	Water proof aprons	Pcs	500			
	To be of plastic disposable material					
	Gauge to be not less than 150mm.					
	To have a neck opening					
	To have plastic bands for tying at the back.					
	Must be able to cover the worker from the throat to the legs					
	Be supplied in blue colour					
	Sample be submitted for evaluation					
8	Heavy duty industrial rubber gloves Free size (a) 18" long	Pairs	200			
	- Be of heavy duty rubber material					
	- Must be 18" in length					
	- To be supplied in different colours: i.e. Red, Black					

	- Representative sample be submitted for evaluation.					
	(b) 12" long	Pairs	200			
	- Be of heavy duty rubber material.					
	- Be 12" in length					
	- To be supplied in different colours - yellow, blue & red					
	- Sample be submitted for evaluation					
9	Gumboots	Pairs	200			
	- Must be safety heavy duty gumboots and provide firm grip.					
	- To be supplied in black colour.					
	- Be supplied in male and female designs.					
	- Will be supplied in various sizes from No. 5-11 as per the order.					
	- Should have good workmanship (smooth and rounded edges)					
	- Sample for male and female gumboots to be submitted for evaluation.					
10	Heavy duty perfumed multipurpose detergent (litres)	Litres	12,000			
	Specific gravity 1.03-1.04 and PH of 6.5-8.5					
	Must be homogenous translucent liquid form					
	Must be perfumed (lemon) mildly					
	Should be applicable in both cold and hot water and not form precipitate					
	Should have good wetting, emulsifying and suspension					
	Should not stain and corrode the surfaces					
	Should not be irritable to the user					
	Should be packaged in 20 litres plastic containers					
	Should have SM number on KEBS logo					
	Must have at least 6 months expiry period					
	Must have batch number on the label					
11	Steel wool (750 gm)	Pcs	50			
	- Texture must be coarse					
	- Must be in 750gms rolls					
	- Continuity of roll must be distinctive					
	- Roll should be firm and not flake					
	- Must have SM number on the KEBS logo.					
	- Sample or literature be submitted for evaluation					
12	Synthetic brooms	Pcs	200			

	- Bristles must be firm synthetic fibres of uniform size					
	- Must have a plastic head, complete with plastic handle					
	- Handle must be an angle of 45 degrees					
	- Bristles should not be scattered and firmly attached to the head					
	- Sample or literature be submitted for evaluation					
13	Heavy duty cotton Mop heads (12” and 18”)	Pcs	300			
	Cleaning material be of cotton					
	12” mop heads to have minimum of 200 threads and					
	be 1.5cm circumference					
	18” mope heads to have minimum of 180 threads and be 1.5 cm circumference					
	Cotton strands should be stitched firmly and bound together on plastic head					
	Plastic holder of specified colours (white, blue, yellow and red)					
	Cotton strands must soak and dry easily					
	Sample be submitted for evaluation					
14	Heavy duty rubber force cap (Plunger)	Pcs	50			
	Must be of heavy duty rubber head (3/4”)					
	Must impart pressure on application and hold					
	Head must be large enough to fit gully trap grating					
	Handle be firmly attached to head					
	Should have good workmanship					
	Sample be submitted for evaluation					
15	Cobweb removers	Pcs	50			
	Must be complete with handle firmly fixed					
	Handle length be minimum of 5ft telescopic					
	Handle to have firm, non-slip hand grip					
	Should have good workmanship					
	Sample be submitted for evaluation					
16	Toilet brushes	Pcs	200			
	Bristles should be made of firm synthetic fibres					
	Bristles should be firmly fixed to the head					
	Head should be round in shape					
	Should be supplied complete with holding container					
	Should have good workmanship					
	Sample submitted for evaluation					

17	Window squeezers	Pcs	50			
	Should have a sponge and a rubber squeezing edge at the head					
	The head should be firmly fixed to a telescopic handle with pulling squeezer					
	Should have good workmanship					
	Sample be submitted for evaluation					
18	Dust pans (plastic)	Pcs	100			
	Be of heavy duty plastic complete with 4ft handle minimum.					
	Dust pan be fixed to the handle					
	Should have good workmanship					
	Sample be provided for evaluation					
19	Surface dusters (color coded red, green, yellow, blue)	Pcs	300			
	A representative material should be strong closely woven cotton 20" * 28"					
	Should be of good absorbent quality					
	Should not leave fluffs on surface					
	Should be well hemmed					
	Should soak and dry easily					
	Should not discolor or fade					
	Sample submitted for evaluation					
20	Deodorant aerosol	Pcs	300			
	Should be in cans of 300ml/239gm min					
	Should not contain Chloroflorocarbon (CFC) elements					
	Should have pleasant scent					
	Valid expiry date should be indicated on the label					
	To have SM number on the KEBS logo					
	Sample should be submitted for evaluation					
21	Scouring powder	Pcs	500			
	Should be able to remove stains on surfaces					
	Should be coarse powder					
	Should be performed (lemon scent)					
	Literature be prominently attached to the tins					
	Should have valid expiry date on the label					
	500gms sample in original container be submitted for evaluation					
22	Large coarse scouring pads	Pcs	300			
	Texture should be coarse					

	Size not less than 9" * 6"					
	Should not rust					
	Should be strong and durable					
	Sample be submitted for evaluation					
23	Toilet paper	Pcs	20,000			
	Should be in 200 sheets, 2 ply paper tissues					
	Should have even segments					
	Should tear easily at segments					
	Should be soft, highly absorbent					
	Should not contain any visible matter					
	Each roll to be individually packaged and labelled					
	Sample be submitted for evaluation					
24	Absorbent hand towel	Pcs	5,000			
	Should be segment two ply paper tissue					
	Should tear easily at segments					
	Towel should not leave fluffs on hands after use					
	Sheet size to be approximately 210 * 200 mm each					
	To be properly packaged and labelled					
	Each packet to have approximately 250 napkins					
	Original sample be submitted for evaluation					
25	Floor squeezers	Pcs	50			
	Should have heavy duty rubber squeezing edge at the head firmly fixed to a heavy duty plastic head					
	The head should be a minimum of 42 cm length					
	The head should be firmly fixed to aluminum stick coated with rubber preferable grey in color					
	Handle should be strong and durable					
	Sample be submitted for evaluation					
26	Plastic heavy duty mop bucket with castors	Pcs	50			
	Must be of heavy duty plastic material					
	To be fitted with a detached squeezing unit with handle					
	Must have side handle for ease of pulling/pushing					
	Must have heavy duty casters for portability					
	4" diameter					
	Capacity 20 litres (3/4 full when in use)					
	Sample be submitted for evaluation					

27	Hard brooms	Pcs	100			
	Wooden handle					
	Strong and durable					
	Firm bristles					
	Grand Total					

PRICES QUOTED CANNOT BE VARIED WITHIN THE FIRST TWELVE MONTHS OF SIGNING OF THE CONTRACT

Authorized Official: _____
Name Signature

Date

Financial Evaluation

The Procuring entity will award the contract to 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. The criteria to be used will be comparison for all technically responsive tenders, and the tender will be awarded to the lowest evaluated bidder

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 Bid Securing Declaration 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 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 tender is an agent (FIND ATTACHED TEMPLATE)

7.1 FORM OF TENDER

Date_____

Tender No.

TO CHIEF EXECUTIVE OFFICER
KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH HOSPITAL
PO BOX 7674-00100 NAIROBI

Gentlemen and/or Ladies:

1. Having Examined the Tender documents including Addenda Nos of which is hereby dully acknowledged, we, the undersigned, offer to supply..... of.....goods in conformity with the said tender documents for the sum of... (total tender amount in words and figures)

- 2. We undertake, if our Tender is accepted, to supply the goods in accordance with the goods schedule specified in the Schedule of Requirements.
- 3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 1(one) percent of the Contract Price for the due performance of the Contract, in the form prescribed by KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH HOSPITAL.
- 4. We agree to abide by this Tender for a period of 150 days from the date fixed for tender opening in 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated This _____ Day of _____ 2018

[signature]

[In the Capacity Of

Duly authorized to sign tender for and on behalf of_____



7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Must be filled by all applicants or Tenderers' who choose to participate in this tender and enclosed in the technical bid submission envelope)

Name of Applicant (S)

.....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business bid at your cost.

Part 1 – General

Business Name... .. Certificate of
Incorporation / Registration No. Location of
business premises:

CountryPhysical address
TownBuilding.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (*Full Names*)Direct / Mobile No's.....

TitlePower of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (*US\$/Kshs.*)

.....

Was this successfully undertaken? **Yes / No** (If **Yes**, attach reference)

Name (s) of your banker s).....

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

Nationality..... Country of Origin.....

Company Profile

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
1.....
2.....
3.....
4.....

Company Profile(.....)

Part 2 (c) – Registered Company

Private or public

Company Profile (*Attach brochures or annual reports in case of public companies*)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	<u>Gender</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Hospital and any other public or private institutions.

Full Names

Signature.....

Dated thisday of20.....

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)
- c)

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of.....

In the capacity of

Dated thisday of 20....

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of20....

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the Kenyatta University, Teaching, Referral and Research Hospital or any other public institution who has interest in the Firm? Yes/No

..... (Delete as necessary) Institution

.....

(Title) (Signature) (Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<u>CompanyName</u>	<u>Country</u>	<u>Contract/ OrderNo.</u>	<u>Value</u>
1.....
2.....
3.....
4.....
5.....
Contact person (Full Names)			
E-mail address.....			
Cellphone no			

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give the Kenyatta University, Teaching, Referral and Research Hospital authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names.....
Signature.....
For and on behalf of M/s

In the capacity of

Dated thisday of20.....

Suppliers' / Company's Official Rubber Stamp
.....

5. CONTRACT FORM

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

WHEREAS the Kenyatta University, Teaching, Referral and Research Hospital invited tenders for certain goods/items. Viz... [brief description of goods] and has accepted a tender by the tenderer for the supply of those goods/items in the sum of[contract price in words and figures]

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) Description of the services to be performed
 - (d) the Technical Specifications;
 - (e) the General Conditions of Contract;
 - (f) the Special Conditions of Contract; and
 - (g) The Hospital’s Notification of award.
 - (h) Tenderer’s acceptance letter
3. In consideration of the payments to be made by the Kenyatta University, Teaching, Referral and Research Hospital to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Kenyatta University, Teaching, Referral and Research Hospital to provide the goods/items and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Kenyatta University, Teaching, Referral and Research Hospital hereby covenants to pay the tenderer in consideration of the provision of the goods/items 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 Hospital)

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

in the presence of _____.

6.0 PERFORMANCE SECURITY FORM

To:

[name of the Hospital]

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 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 figures],

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 your 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

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7. LITIGATION HISTORY.

Name of Contract/Supplier.....

Contractors/Suppliers should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT CURRENT VALUE, KSH EQUIVALENT

Name.....Signature.....Date
Company Seal / Business Stamp

8. SELF-DECLARATION FORM / ANTI-CORRUPTION DECLARATION

We (*insert the name of the company / supplier*)-----

declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply — a) The person shall be disqualified from entering into a contract for the procurement; or

b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.

c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

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

Company Seal / Business Stamp **ANTI-FRAUDULENT PRACTICE DECLARATION**

We (*insert the name of the company / supplier*) -----

declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

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

Company Seal / Business Stamp **NON - DEBARMENT DECLARATION**

We (*insert the name of the company / supplier*) -----

declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

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

Company Seal / Business Stamp

FORM 4 BID SECURING DECLARATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date:..... *of Bid Submission]*

Tender No.....

To: Kenyatta University Teaching, Referral and Research Hospital

We, the undersigned, declare that:

(c) We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.

(d) We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of ***Two years*** starting ***on the date of this tender Opening*** if we are in breach of our obligation(s) under the bid conditions, because we:

(d) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(e) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

(c) We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

(d) We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[insert signature of person whose*

name and capacity are shown] In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:..... *[insert complete*

name of person signing the Tender Securing Declaration]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on day of , *[insert date of signing]*

7.3 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
 - (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 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 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 _____ (for the tenderer in
by _____ the _____ the
presence of _____

7.4 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]

(Amend accordingly if provided by Insurance Company)

7.5 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*]

7.6 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.

- 7.6.1 Please acknowledge receipt of this letter of notification signifying your acceptance.

- 7.6.2 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.

- 7.6.3 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

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF20.....
..... ..

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