

REPUBLIC OF KENYA



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GOVERNMENT OF MAKUENI COUNTY



DEPARTMENT OF HEALTH  
THE MEDICAL SUPERINTENDENT  
MAKUENI COUNTY REFERRAL HOSPITAL  
P.O. BOX 95-90300 MAKUENI

[Email-makuhosp@gmail.com](mailto:Email-makuhosp@gmail.com)  
[Email-makuhosp@yahoo.com](mailto:Email-makuhosp@yahoo.com)

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**ORIGINAL**

MAKUENI COUNTY REFERRAL  
HOSPITAL

**TENDER DOCUMENT**

**PROVISION OF SPECIALIZED  
RADIOLOGY SERVICES.**

**TENDER NO: MKN/CRH/002/2021-2023**

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**SECTION I - INVITATION TO TENDER  
MAKUENI COUNTY REFERRAL HOSPITAL**

**OPEN NATIONAL TENDER NOTICE**

Makueni county referral Hospital invites Bidders who are technically and financially capable to supply the following under mentioned item as listed below.

No.	Tender No.	Description	Closing date
1	MKN/CRH/T/002/2021-2023	PROVISION OF SPECIALIZED LABORATORY SERVICES.	<u>8<sup>th</sup> September 2021</u>

Interested eligible candidates may obtain further information and inspect the Tender Documents at [www.makueni.go.ke](http://www.makueni.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke). Tender documents with detailed Specifications and Conditions can be downloaded free of charge from the above mentioned website.

Completed tender documents must be returned as specified in the tender document and deposited in the Tender Box situated at the **MAKUENI COUNTY REFERRAL HOSPITAL ADMINISTRATION BLOCK**, before 8<sup>th</sup> September 2021 at 10.00am and be addressed to:

THE MEDICAL SUPERINTENDENT  
MAKUENI COUNTY REFERRAL HOSPITAL  
P.O Box 95-90300  
MAKUENI.

So as to be received on or before 8<sup>th</sup> September 2021 at 10.00am.

Medical Superintendent

**SECTION II - INSTRUCTIONS TO TENDERERS**

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## **SECTION II – INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 A bidder is eligible to bid for a contract in procurement or an asset if the person satisfies the following criteria
- a) The bidder has the legal capacity to enter into a contract for procurement or asset disposal;
  - b) The bidder is not insolvent, in receivership, bankrupt or in the process of being wound up ;
  - c) The bidder , if a member of regulated profession, has satisfied all the professional requirements;
  - d) The procuring entity is not precluded from entering into the contract with the person under section 38 of this Act.
  - e) The bidder and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of this Act;
  - f) The bidder has fulfilled tax obligations;
  - g) The bidder has not been convicted of corrupt or fraudulent practices and
  - h) Is not guilty of any serious violation of fair employment laws and practices.
- 2.1.2 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Eligible Equipment**

- 2.2.1 For purposes of this clause, “origin” means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Hospital, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.3 The Hospital shall allow the tenderer to review the tender document free of charge.

## **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

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 Hospital in writing or by post at the Hospital's address indicated in the invitation for tenders. The Hospital will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of tenders, prescribed by the Hospital. Written copies of the Hospital 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 Hospital shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Tender Documents**

2.6.1 At any time prior to the deadline for submission of tender, the Hospital, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.



2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Hospital, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising the Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components.

- (a) a Tender Form and a Price Schedule completed in accordance with 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) Confidential Business Questionnaire

## **2.9 Tender Form**

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

2.10.1 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**

2.11.1 Prices shall be quoted in the following currencies:

- (a) All tests shall be quoted in Kenya Shillings.

## **2.12 Tenderers Eligibility and Qualifications**

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



2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Hospital satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Hospital satisfaction;

- (a) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

### **2.13 Goods Eligibility and Conformity to Tender Document**

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

- a) a clause-by-clause commentary on the Hospital 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(a ) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Hospital 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 Hospital's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Validity of Tenders**

- 2.14.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Hospital, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Hospital as non-responsive.
- 2.14.2 In exceptional circumstances, the Hospital 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.

## **2.15 Format and Signing of Tender**

- 2.15.1 The Hospital 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.
- 2.15.2 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.
- 2.15.3 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.

## **2.16 Sealing and Marking of Tenders**

2.16.1 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.

2.16.2 The inner and outer envelopes shall:

(a) be addressed to the Hospital at the following address to:-

The Medical Superintendent  
Makueni County Referral Hospital.  
P.O Box 95-90300  
**MAKUENI**

(b) bear the tender number and name in the Invitation to Tender and the words “DO

NOT OPEN BEFORE 8<sup>th</sup> September 2021 at 10.00am

2.16.3 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”.

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

## **2.17 Deadline for Submission of Tenders**

2.17.1 Tenders must be received by the Hospital at the address specified under paragraph 2.17.2 or deposited in the tender box not later 8<sup>th</sup> September 2021 at 10.00am on the closing date of the tender.

2.17.2 The Hospital 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 Hospital and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.17.3 Bulky tenders which will not fit in the tender box shall be received by the Hospital as provided for in the Appendix.

## **2.18 Modification and Withdrawal of Tenders**

2.18.1 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 Hospital prior to the deadline prescribed for submission of tenders.

2.18.2 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.

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



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

## **2.19 Opening of Tenders**

The Hospital will open all tenders in the presence of tenderers' representatives who choose to attend on 8<sup>th</sup> September 2021 at 10.00am in Makueni County Referral Hospital Conference Room.

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

2.19.1 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 Hospital, at its discretion, may consider appropriate, will be announced at the opening.

2.19.2 The Hospital will prepare minutes of the tender opening.

## **2.20 Clarification of Tenders**

2.20.1 To assist in the examination, evaluation and comparison of tenders the Hospital 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.

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

## **2.21 Preliminary Examination and Responsiveness**

2.21.1 The Hospital 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.

2.21.2 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

2.21.3 The Hospital 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.

2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Hospital 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 Hospital's determination



of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.22 Conversion to Single Currency**

**2.22.1** Where other currencies are used, the Hospital 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.

## **2.23 Evaluation and Comparison of Tenders**

2.23.1 The Hospital will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.23.2 The Hospital's evaluation of a tender will exclude and not take into account

- (a) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

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

2.23.4 The Hospital 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 equipment offered in the tender;

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

(a) *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

Pric-e they wish to offer for such alternative payment schedule. The Hospital may consider the alternative payment schedule offered by the selected tenderer.

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

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

## **2.24 Contacting the Hospital.**

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

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

## **2.25 Award of Contract**

### **(a) Post-Qualification**

2.25.1 In the absence of pre-qualification, the Hospital 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.

2.25.2 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 Hospital deems necessary and appropriate.

2.25.3 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 Hospital will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

2.25.4 The Hospital 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.

2.25.5 To qualify for contract awards, the tenderer shall have the following:



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

**(c) Hospital's Right to Accept or Reject Any or All Tenders**

2.26.6 The Hospital 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 Hospital's action

2.25.7 The Hospital may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.25.8 The Hospital 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.

2.25.9 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.

**2.26 Notification of Award**

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

2.26.2 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.

2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Hospital will simultaneously inform the other tenderers that their tenders have not been successful

**2.27 Signing of Contract**

2.27.1 At the same time as the Hospital notifies the successful tenderer that its tender has been accepted, the Hospital will simultaneously inform the other tenderers that their tenders have not been successful.

2.27.2 After fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Hospital.

2.27.3 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.



## **2.28 Performance Security**

- 2.28.1 Within Thirty (30) days of the receipt of notification of award from the Hospital, 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 Hospital.
- 2.28.2 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 Hospital may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.29 Corrupt or Fraudulent Practices**

- 2.29.1 The Hospital 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.
- 3.29.2 The Hospital 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.
- 3.29.3 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**

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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
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2.18.3

**Bulky Tenders**

Bulky tenders, which will not fit in the tender box, shall be received by the Hospital on the closing day between 8.30 and 9.45 and put in the cartons placed next to the tender box.

2.25.1

**Preference**

The Hospital shall not allow preference in the evaluation of tenders

2.27.5

**Varying of Quantities**

The Hospital reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements by 10%

2.27.4

**Right to award Contract:-**

The Hospital reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and Conditions.

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

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Hospital for the procurement installation and commissioning of equipment 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 Hospital 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 Hospital 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 Hospital 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 Hospital and shall be returned (all copies) to the Hospital on completion of the Tenderer’s performance under the Contract if so required by the Hospital

### **3.6 Patent Rights**





3.6.1 The tenderer shall indemnify the Hospital 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 Hospital.

**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 Hospital 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 Hospital 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 Hospital and shall be in the form

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

3.7.4 The performance security will be discharged by the Hospital 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 Payment**

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.8.2 Payments shall be made promptly by the Hospital as specified in the contract

### **3.9 Prices**

- 3.9.1 Prices charged by the tenderer for provision of services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price. No variation will be accepted within the 1<sup>st</sup> 12 months of the contract.
- 3.9.4 Price variation requests shall be processed by the Hospital within 30 days of receiving the request.

### **3.10. Assignment**

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

### **3.11. Subcontracts**

- 3.11.1 The tenderer shall notify the Hospital 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

### **3.12. Termination for Default**

- 3.12.1 The Hospital 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 equipment / the reagents within the period(s) specified in the Contract, Local Purchase Order or within any extension thereof granted by the Hospital
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract
  - (c) if the tenderer, in the judgment of the Hospital has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.12.2 In the event the Hospital terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Hospital for any excess costs for such similar equipment.

### **3.14. Liquidated Damages**

- 3.14.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the Hospital 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.

### **3.15. Resolution of Disputes**

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

### **3.16. Language and Law**

- 3.16.1 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

### **3.17. Force Majeure**

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

### **3.18 Notices**

- 3.18.1 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.
- 3.8.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## **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.

The amount of the performance security as a percentage of the Contract price shall be 5%. The performance security shall be denominated in Kenya Shillings and shall be in the form of a bankers cheque, bank guarantee or irrevocable letter of credit issued by a reputable bank located in Kenya or bond from an insurance company.

### **4.2 Payment Terms**

The method and conditions of payment to the tenderer under this contract shall be as follows:

- (i) payment for the services shall be made in Kenya shillings
- (ii) payment for the services shall be made by the Hospital's cheque
- (iii) there shall be no advance payment under this contract
- (iv) payments will be made by the Hospital, within Forty five (45) days after submission of an invoice and a statement or claim by the tenderer.

### **4.3 Prices**

Prices quoted by the tenderer shall be fixed during the tenderers performance of the contract and not subject to variation on any account for the period of contract except due to statutory / legislative requirement and foreign exchange fluctuations. The Hospital will only absorb exchange rate fluctuations beyond 10% of the Central Bank of Kenya (CBK) mean exchange rate at the date of bidding. Unit price quoted shall be inclusive of all other charges incidental to the delivery of goods to our stores.



#### **4.4 Dispute Resolution.**

Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an arbitrator, the arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 GENERAL**

- 5.1. These specifications describe the basic requirements for services. Tenderers are requested to submit with their offers the detailed specifications.
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 5.1.4 The tenderers are requested to present information along with their offers as follows;-
- (i) Shortest possible delivery period of each service.

## SECTION VIII - EVALUATION CRITERIA

Evaluation on bids will be conducted at three stages

### PROVISION RADIATION MONITORING SERVICES.

S/no	Item description	Unit of issue	Quantity	Unit cost per month	Total Cost per Month	Total Cost Per Year(12 months)
1.	Radiation safety assessment for CT scan machine	CT-Scan	1			
2.	Radiation safety assessment for General X-Ray Machine	Machine	1			
3.	Radiation monitoring personnel	No of Pax	8			
	<b>TOTAL</b>					

### Evaluation and Comparison of Tenders

#### i. Preliminary Evaluation

No	Requirements	YES or NO
1.	<b>Must</b> Submit a copy of incorporation Certificate or Registration Certificate	
2.	<b>Must</b> attach a copy of Director's ID	
3.	<b>Must</b> Submit a copy of Valid Tax Compliance Certificate	
4.	<b>Must</b> submit a dully filled , signed and stamped Confidential Business Questionnaire	
5.	<b>Must</b> submit dully filled , signed and Stamped form of tender	
6.	<b>Must</b> submit copy CR12	
7.	<b>Must</b> fill the price schedule in the format provided	
8.	<b>Must</b> attach valid trading license	
9.	<b>Must</b> attach a premise registration certificate from Kenya Nuclear Regulatory Authority (KENRA)	

At this stage, the tenderer's submission will either be responsive or non-responsive. The nonresponsive submissions in any of the above mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.

#### Stage ii – Technical evaluation (pass mark 49 out of 70)

- Attach copies of copies of LSO's (40 Marks)  
Tenderer must attach similar LSO (Each 10 Marks)  
Not attached (0marks)
- Attach audited financial statement for the last two years 2019 and 2020 (10 Marks)  
For the last one year (5 marks)  
Not attached (0 Marks)



- Bank statement for the last six months (10 marks)

Bank statement for the last three months (5 Marks)

Not attached (0 Marks)

- Bank opinion letter for the last three months (May 2021 to date)(10marks)

Not attached (0 Marks)

#### **FINANCIAL EVALUATION**

- After preliminary and technical evaluation the tender will be awarded to the lowest evaluated bidder.

#### **(b) Ranking of Tenders according to their evaluated prices**

All documents indicated above and all other technical documents required to qualify for the tender participation should be submitted together with the bid on or before the closing date. Any bid not accompanied by the documents shall be rejected as non-responsive.

## **SECTION X - STANDARD FORMS**

*Notes on the Standard Forms:*

### **8.1 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.

### **8.2 Confidential Business Questionnaire Form**

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

### **8.3 Tender Security Form**

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

### **8.4 Contract Form**

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

### **8.5 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.

### **8.6 Bank Guarantee for Advance Payment.**

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

### **8.7 Manufacturer's Authorization Form**

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

**8.1 FORM OF TENDER**

Date: \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply ..... *(insert equipment description)* in conformity with the said tender documents for the sum of Kshs..... (total tender amount (in words) and..... (figures).

2. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by Makueni county referral hospital.

3. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

COMPANY SEAL/STAMP .....



## 10.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) (Whichever applied to your type of business) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form

### Mandatory

#### Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

.....

Postal Address ..... Tel No. ....company Mobile .....

E mail address.....Contact Person .....Mobile.....

Nature of

Business,.....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs. ....

Name of your bankers ..... Branch. ....

### Complete part 2(a), 2(b) or 2(c)

#### Part 2 (a) – Sole Proprietor

Your name in full ..... Age .....

Nationality ..... Country of origin .....

- Citizenship details

.....

#### Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....

2.....

3.....

4.....

5.....

**Part 2 (c) – Registered Company**

Private or Public  
.....

State the nominal and issued capital of company: Nominal Kshs. ....  
Issued Kshs. ....

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

*NB: If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.*

**Mandatory**

Part 3 (a) – Pursuant to section 33(1) and 33(2) of the public procurement Assets and Disposal Act 2015 and section 26 of the Regulations 2006. This must be signed by all Directors Partner (s) /Sole Proprietor of the Company

I /we the Director(s) of Company/Firm .....hereby declare that I /we are not a board member , employee or even a relative to any employee of Kenyatta National Hospital.

Given details of partners /Directors /Sole proprietor as follows:

Name	Nationality	Citizenship Details	Signature
1.....			
2.....			
3.....			
4.....			

5.....

...

**Mandatory**

Part 3(b) Public Procurement & Assets Disposal Act 2015 and section 26 of the Regulations 2006. Pursuant to section 115 of the Public Procurement and Disposal Act 2005, I/ we the Directors/Partners/Sole Proprietor of this Company/Firm .....confirm that

company /Firm .....has not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

Name	Nationality	Citizenship Details	Signature
------	-------------	---------------------	-----------

1.....

...

2.

.....

...

3.

.....

...

4.

.....

...

5.....

Sign .....Date  
.....Stamp.....

**8.4 CONTRACT FORM**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of  
this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (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 by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_  
\_\_\_\_\_



**8.5 PERFORMANCE SECURITY FORM**

To .....  
[name of Procuring entity]

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

(Amend accordingly if provided by Insurance Company)

**8.8. LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER