

REPUBLIC OF KENYA



EMBU COUNTY GOVERNMENT

TENDER NO: EPGH/T/07/2018-2019

**PROPOSED SUPPLY AND COMMISSIONING OF
FULLY AUTOMATED HEMATOLOGY ANALYSER
MACHINE
AT
EMBU LEVEL 5 HOSPITAL**

TENDER BILLS OF QUANTITIES

Prepared by:

Department of Department of health
P.O. Box 33-60100
EMBU.

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Introduction

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

**SECTION I INVITATION TO TENDER
DATE 18TH APRIL 2019**

**TENDER REF NO. EPGH/06/2018/2019
TENDER NAME SUPPLY, DELIVERY COMMISSIONING OF FULLY
AUTOMATED HEMATOLOGY ANALYZER MACHINE AT
EMBU LEVEL 5 HOSPITAL**

**The EMBU COUNTY GOVERNMENT invites sealed bids from eligible candidates for
SUPPLY, DELIVERY COMMISSIONING OF FULLY AUTOMATED HEMATOLOGY
ANALYZER MACHINE AT EMBU LEVEL 5 HOSPITAL**

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at **Embu county procurement offices** during normal working hours.
- 1.2 A complete set of tender documents may be obtained or downloaded from Embu county website (www.embu.go.ke) by interested candidates.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **Embu county procurement office** or be addressed to **Head of procurement Embu county P.O Box 36-Embu** so as to be received on or before **3rd May 2019 at 11.30 AM**
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend as will be directed by the accounting officer.

For CHIEF OFFICER –Department of Health –Embu county)

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 **Cost of Tendering**

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

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2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

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

2.4. **The Tender Document**

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

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

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

2.5 **Clarification of Documents**

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

source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 **Amendment of Documents**

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

2.7 **Language of Tender**

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

2.8 **Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

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

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be Sixty 60 days from the date of opening of the tender.

2.11 **Tender Currencies**

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

2.12 **Tenderers Eligibility and Qualifications**

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

2 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

3 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

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(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in

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

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **3rd May 2019 at 11.30 AM**

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **3rd May 2019 at 11.30 AM**

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

2.19 Modification and Withdrawal of Tenders

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

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

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

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

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.30 Friday, 3rd May 2019** and in the location specified in the Invitation to Tender.

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

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

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or 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 these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

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

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

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

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

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event

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

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject any or All Tenders

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

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

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

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

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.31 Corrupt or Fraudulent Practices

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

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

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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

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

1.0 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	OPEN TO ALL
2.14.1	Tender surety of Kenya shillings two hundred and fifty thousand (250,000) and be in form of a certified cheque, bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank/ Insurance approved by PPRA
2.18.1	Friday 3 rd May 2019 at 11.30 AM
2.29.1	As contained in the bid document

2.0 PRELIMINARY/MANDATORY REQUIREMENTS

1. Proof of Business Incorporation or Registration
2. Proof of Tax Payer Registration (PIN /VAT)
3. Proof of Tax Compliance
4. Proof of having a Local Single Business Permit.
5. Serialization of the bid document
6. Tender security of **Two hundred and fifty thousand only** which shall be in **Kenya shillings** and be in form of a certified cheque, bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank/ Insurance approved by **PPRA**. The format of the security shall be in accordance with the sample form included in the tender documents and the tender security shall be valid for **120 days** from the date of tender opening
7. Tenderers shall ensure that the submitted bid (documents) is (are) serialized. i.e (each page in the submitted bid shall have serial identification).
8. The tender document shall be submitted complete, intact with no page alterations

NB Any bidder who does meet the above requirement will be automatically disqualified from the technical evaluation.

The employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender.

2.0 TECHNICAL REQUIREMENTS

Should be certified by commission of oaths

- (i) Duly filled Form of tender
- (ii) The bidder shall filled the attached confidential business questionnaire (S33 Form) , sign and Stamped by an individual entrusted with powers of attorney
- (iii) Attach copy of CR 12 and Identity cards for the directors
- (iv) Attach power of attorney general
- (v) Manufactures authorization letter
- (vi) Attach proof of similar supply of the same magnitude
- (vii) Audited Financial Report for the last 2 years
- (viii) Evidence of Financial Resources not less than 15% of tender sum (provide either Bank statements for the last 6 months or line of credit)
- (ix) Litigation History (provide a sworn affidavit)

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

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

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

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

3.8 **Inspection and Tests**

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

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

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

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

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

3.9 **Packing**

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

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

3.10 **Delivery and Documents**

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

3.11 **Insurance**

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

3.12 **Payment**

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

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

3.13 Prices

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
 - (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Tender surety of Kenya shillings two hundred and fifty thousand (250,000) and be in form of a certified cheque, bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank/ Insurance approved by PPRA
3.12.1	Payment will be made after the inspection and acceptance of goods supplied

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

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

SECTION 5.2 SCHEDULE OF PARTICULARS AND SPECIFICATIONS

Indicate YES or NO and where necessary specify in order to show conformance of your equipment to the Embu County Government’s specification outlined below. The bidder may use additional paper as will be necessary

S/NO.	COMPONENT NAME	REQUIRED SPECIFICATIONS	YES	NO
A		General Description of Function		
	Description of Function	<ul style="list-style-type: none"> • A Full Blood Count [FBC] auto- analyzer in a medical laboratory use. • Should be fast, precise and reliable. • The analyzers must be able to analyze EDTA samples 		
B		General Operational Requirements		
	Operational Requirements	<p>The equipment must be automated, and capable of random access at all times .The range of tests that must be available on the machine(s) are (but not limited to) the following: Full l Blood Count [FBC] including 5 part differential as a minimum: Hb ,RBC, HCT ,MCV, MCH, MCHC, PLT, WBC, Neutrophils ,Lymphocytes ,Monocytes, Eosinophils ,Basophils ,RDW,RDW% ,Reticulocyte Counts ,[Retics] and an open reagent system.</p>		
C		Technical Specifications		
	Throughput	Minimum throughput of 60 samples per hour under optimal working conditions		
	Leucocyte	<ul style="list-style-type: none"> • The 5-part leucocyte differential must be stable and accurate between 0 minutes and 48 hours after the sample has been taken. • The analyzer must relkjiably report leucocyte counts of less than $0.2 \times 10^9 / l$ and preferably give a 5-part differential on each. <p>The analyzer should be able to report accurate and precise leucocyte counts of up to $400 \times 10^9 / l$.</p>		
	Hemoglobin	Analyzer must be accurate to a platelet count of $5 \times 10^9 / l$ and Hemoglobin of up to 25g/dl.		

	osmotic resistant	The analyzer must be capable of handling osmotically resistant red blood cells e.g. neonates and liver disease and produce a valid leucocyte count on such samples		
	Flagging	The analyzer must generate visual flags to alert operators to the presence of abnormal leucocyte, red blood cell and platelet populations.		
	Auto operation	The analyzers must be capable of running without continual operator presence- auto loader		
	Operation security	The Equipment system must allow customer definable password protection levels and users (where applicable).		
C		Power Supply		
	Power rating	Power input to be 220-240VAC(Single Phase),/ 50Hz as appropriate fitted with Indian plug		
	Power stabilization	Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications.(Input 160-260 V and output 220-240 V and 50 Hz)		
	UPS	Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system It is desirable that the UPS will not shut down the analyzers when the main power supply is cut.		
	compliance	Proposed system(s) must conform to current EC directives for in vitro diagnostics (IVD), electrical safety (CE) and CPA requirements or equivalent		
	Power failure	The instrument must be capable of automatic recovery in the event of a power failure. The recovery must be complete and without loss of data, except any analysis being carried at the time of power failure.		
D		Environmental factors		
	IEC regulation	Shall meet IEC-60601-1-2: 2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility or should comply with 89/366/EEC; EMC directive.		
	Storage temperature	The unit shall be capable of being stored continuously in ambient temperature of 0 50de C and relative humidity of 15-90%		
	Operating temperature and humidity	The unit shall be capable of operating in ambient temperature of 20-30 deg C and relative humidity of less than 70		

	Computer Properties	CPU core i5, 2.7 GHz and above; 2 GB RAM;500 GB Hard Disk Drive; High Speed DVD/CD Rom 52 X: Serial and parallel ports ;Keyboard (IOS) , Mouse and Mouse Pad; Preloaded latest MS Windows Versions; SVGA Monitor size L5";inkjet printer; Modem 56K; latest anti-virus Kaspersky.		
		Complete installation of the system including water input and drainage system has to be installed		
E		Calibration and Quality Control (QC)		
	Auditable facility	There must be fully auditable systems in place for reagent use, sample testing systems, Quality Control [QC] and Quality Assurance [QA] including run times, back up times and user logons and editing.		
	Access To Test	There must be access to test and QC/QA results and all other data without interruption to the analyzer runtime.		
	Submissions details	Submissions must include details of the QC material proposed and any associated cost.		
	Material Compatibility	It must be possible to use other manufacturer's materials.		
	QC Frequency	Must specify the recommended frequency of QC.		
	Result status flag	QC results must be clearly indicated with appropriate status flags against defined results i.e. out of limit results.		
	Prescribed QC data limit	The system must not normally allow testing to proceed where the QC data is outside the prescribed limits or where the QC has not been performed in accordance with the system configuration. There must be a security protected override for this. Any results generated with the override activated must be flagged to show this.		
	Scope/limit of QC data	Details of QC handling programs on the equipment must be given and must show SD, CV and mean results. The onboard storage capacity of QC data must be given and must be extractable in an appropriate format.		
	Reading Methodology	The supplier must state the methodology used for reading, how so performed and the evaluation data of the reading system		
	QC batch numbers, targets, results	The QC batch numbers, targets, results and an on-board comment facility must be available for storage suitable for accreditation purposes.		

	Onboard Validation	Details of onboard validation, approval and checking of patient results must be given. Automatic validation of results within user-defined limits must be available.		
F		Reagent Requirements		
	Reagent levels	The equipment must have level detection and be able to calculate if there are any shortfalls in either reagents or consumables to complete a batch of work and alert the operator immediately. The alert must be both audible and visual. It should also have a countdown system for each reagent and consumable		
	Bar- coding of reagent	All reagents must be bar coded. The equipment must be capable of reading bar coded information from reagent packs. As a minimum, batch number, expiry date and date of placing on the equipment must be recorded and recoverable. The format in which the data is stored must be stated.		
	Expired reagent	The instrument must not allow time expired reagents to be used.		
G		Sampling requirements		
	General description	The system must be capable of reading and sampling from bar coded primary tubes.		
	General provision	Provision to run a capillary sample		
	Cap piercing	Cap piercing facility must be available		
	sample tubes	The analyzer must be capable of accepting a variety of primary sample tubes in the same carrier with the ability to function with all current commercially available evacuated tubes. Small volume pediatric samples must be accommodated. The minimum volume requirements for all sample tube sizes must be stated. The tender must state the dead volume of each specimen being sampled. Sample tube sizes and types that are not compatible with the proposed equipment must be clearly stated.		
	Sample size	Maximum number of samples that can be loaded at any one time. Urgent samples must be able to be added – the supplier must state how these are prioritized.		
	Analysis of risk samples	The analyzer must be capable of analyzing high-risk samples with minimum risk to the operator. Decontamination procedures should be available and state duration of down time while in process.		

	Equipment sample sensing	The sampling system should have level sensing, clot detection, bubble sensing and short sample alerts both audible and visual. Warnings must be given when there is an error. The supplier should state the method of clot removal from the system, where apparent.		
	Sample Interference levels	The sampling system should not be influenced by the presence of bilirubin, lipaemia, high protein content etc. Methods of minimizing such interference must be stated. There must be no significant carry-over		
	Adoption to batch mode	Although the requirement is for a random access analyzer it must be capable of working in batch mode if required.		
H		Data Processing and Storage		
	Compatibility with other analysers	Where the equipment proposed has several linked analysers it must be possible for the other analysers to continue operating if one or more of the analysers are in operable for whatever reason. Reflex testing must be user definable.		
	LIMS Compatibility	Proposed equipment must be compatible with the laboratory's LIMS, in use currently and any future LIMS systems. They should state how many installations of the proposed systems are interfaced with the LIMS, giving location and contact information for each		
	Interfacing	Interfaces must be operable before "go live" and noted in a project plan or key stage document with the submission. They must also advise of any remedies if the proposed project plan is delayed		
	Data transfer	Data transfer must be automatic, on-line and bi-directional, but must also be able to cope with LIMS downtime. Must provide details that this is possible within the proposed equipment.		
	LIMS Off-line operation	The analyser must be able to run off line if the LIMS system is unavailable. Software should allow input of patient data to facilitate printing of temporary reports. Batch transmission of results must be available for when LIMS system is working again. The supplier must state how samples can be processed in the absence of the LIMS system being unavailable.		
	Data manger	The requirement for a data manager, either supplied as original equipment or as an adjunct to the equipment must be stated. The precise specification and functionality of such a data manager must be clearly stated.		
	Backup facility	There must be a fully recoverable back up system for the storage of analyzer software as well as testing profiles and result data. The data manager must have the ability to store		

		patient records to a minimum of 20,000 or 3 months whichever is greater. The format in which the data is stored must be stated.		
	system reagent inventory	There must be a reagent inventory system. This should utilize bar coded entry of lot number and expiry date. Proposed reagent bottles should carry this information. Data must be retrievable with method of archiving stated.		
	Error flagging	There must be systems available to automatically validate results for transmission to the host system. Error flags must be clearly visible.		

SUPPLY, DELIVERY, AND, COMMISSIONING OF FULLY AUTOMATED HEMATOLOGY ANALYZER MACHINE

SECTION -6..0 SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

- 1.1 . The contract is for procurement, installation and commissioning.
- 1.2. The bidder may use additional paper as will be necessary to indicate the details of their cost
- 1.3. All consumables required for installation and standardization of system to be given free of cost.

NO	ITEM DESCRIPTION	QTY	UNIT	RATE KSH	AMOUNT KSH
A	Supply, delivery Testing and commissioning of FULLY AUTOMATED HEMATOLOGY ANALYZER MACHINE 5 part as specified in pages 1 to 11 attached	1	NO		
B	Suitable UPS with maintenance free batteries	1	NO		
C	Voltage corrector/stabilizer of appropriate ratings	1	NO		
D	Allow for installation of water input and drainage system	1	LOT		
E	Start-up consumables and reagent For use in laboratories receiving at least 50 samples/day for 120days excluding those required for installation and standardization of system	1	LOT		
	SUB TOTAL				
	ADD 16% VAT				
	GRAND TOTAL				

Amount in Words

Kenya Shillings

.....

Name of Contractor.....

Address.....

Authorized Signature.....Date.....

SECTION 6.1 SCHEDULE OF DELIVERY REQUIREMENTS

The bidder may use additional paper as will be necessary

S/NO	COMPONENT	REQUIRED SPECIFICATIONS	Remark
a	Delivery point	Embu Level 5 Hospital-Main Laboratory. The Hospital Lab will expect all safety upgrades or enhancements to the equipment to be undertaken free of charge	
b	Pre installation requirements	Nil	
c	Installation and testing	Complete installation and setup of the machine as per manufacturer's instructions	
d	Training	The supplier must provide details of a comprehensive training program for laboratory staff stating the number of places offered and how the training will be achieved. The suppliers must also state what support is provided to cascade training to junior staff. A decontamination procedure for the equipment must be provided with recommendations (including recommended cleaning products) of when it should be used. Suppliers must state whether there are any reagents or consumables that require Manual Handling Precautions. Dimensions and weight of all components must be provided	
e	Technical documentations	<p>Provide</p> <ul style="list-style-type: none"> • Service manuals-1set An onboard troubleshooting guide should be provided • User Manual-1st Fully detailed operator manuals must be provided. Such manuals must be renewed as and when the instrument software or hardware is updated and must be supplied in English and Should availed both manual and online , • A certificate of calibration and inspection. • Drawings-nil 	
	Maintenance contract	Maintenance contracts available must be described along with the guaranteed response times for callouts. State the support available at night, at weekends and public holidays. The times during which technical support is available must be stated	
f	Technical Personnel data	Provide Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital	

		technician and company service engineer should be clearly spelt out.	
g	Performance report	Provide Performance report in the last 5 years from major hospitals should be enclosed.	
h	Commissioning	Testing and commissioning of the machine to the satisfaction of the user	
j	Warranty	Minimum of TWO years after commissioning	
k	Deviations From The Specification	<p>The tenderer shall give details of any equipment which does not meet the specification, or any other deviations, omissions, additions or alternatives in respect of the set which he is offering.</p> <p>If none, write none</p>	

SECTION 6.2 SCHEDULE OF ADDITIONAL INFORMATION

The bidder shall also provide the following additional information. The information will assist in understanding of the equipment during tender award. The bidder may use additional paper as will be necessary.

S/NO		Fill as appropriate
1	Make and model	
2	Manufacturer	
3	<p>Reagent information A complete range of required reagents must be available and must be CE marked. Provide details of standard and emergency orders for reagents and the lead-time and cost. Details of any third party consumables that are compatible with the proposed systems must be provided. Use of said third party consumables must be supported and protocols for their use must be available.</p>	
4	Measurement principals of your machine	
5	Country of origin	
6	Warranty (if exists specify period)	
8	After sales services facilities.	
9	Please indicate terms of direct payment	
10	<p>The format of flagging (e.g. asterisk, back-lighting, etc) should be stated and how this information will be conveyed to our host computer. The linearity values for leucocyte, red blood cell and platelet counts should be stated</p>	
11	Highest acceptable background values for leucocyte, red blood cells, platelets and hemoglobin should be stated	
12	minimum performance characteristics for accuracy and precision should be stated	
13	Please indicate terms of direct payment	

14	Start up, shut down, calibration, QC and local maintenance and general cleaning procedures must be stated and the length of time involved and required frequency of these procedures.	
15	The Supplier must state size of the analyzers including PC and any other peripheral equipment and the space thereof required. Requirements and consumption rates for power, water, drainage and air conditioning must be stated and installation costs included.	
16	Details of any additional consumables, special waste containers must be provided and full costs provided	
17	Please indicate terms of placement	
18	Please indicate serum work area i.e. clinical chemistry and homogeneous immunoassays of your equipment.	
19	List of Equipment available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual	
20	List of important spare parts and accessories with their part number and costing	
21	Name companies/suppliers that stock and sell spare parts and consumables for this equipment and their respective addresses.	

Name of Contractor.....

Address.....

Authorized Signature.....Date.....

SECTION 6.2 SCHEDULE OF ADDITIONAL INFORMATION

The bidder shall also provide the following additional information. The information will assist in understanding of the equipment during tender award. The bidder may use additional paper as will be necessary.

S/NO		Fill as appropriate
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3	Reagent information A complete range of required reagents must be available and must be CE marked. Provide details of standard and emergency orders for reagents and the lead-time and cost. Details of any third party consumables that are compatible with the proposed systems must be provided. Use of said third party consumables must be supported and protocols for their use must be available.	
4	Measurement principals of your machine	
5	Country of origin	
6	Warranty (if exists specify period)	
8	After sales services facilities.	
9	Please indicate terms of direct payment	
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11	Highest acceptable background values for leucocyte, red blood cells, platelets and hemoglobin should be stated	
12	minimum performance characteristics for accuracy and precision should be stated	
13	Please indicate terms of direct payment	
14	Start up, shut down, calibration, QC and local maintenance and general cleaning	

	procedures must be stated and the length of time involved and required frequency of these procedures.	
15	The Supplier must state size of the analyzers including PC and any other peripheral equipment and the space thereof required. Requirements and consumption rates for power, water, drainage and air conditioning must be stated and installation costs included.	
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17	Please indicate terms of placement	
18	Please indicate serum work area i.e. clinical chemistry and homogeneous immunoassays of your equipment.	
19	List of Equipment available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual	
20	List of important spare parts and accessories with their part number and costing	
21	Name companies/suppliers that stock and sell spare parts and consumables for this equipment and their respective addresses.	

Name of Contractor.....

Address.....

Authorized Signature.....Date.....

SECTION 7.0 SCHEDULE OF MAINTENANCE

7.1 Initial Maintenance

The contractor shall make routine maintenance as per manufacturer requirement during the liability for the Defects period (warranty period) and shall carry out all necessary adjustments and repairs, cleaning and calibration. A half yearly report of the inspection and any works done upon the installation shall be supplied to the Medical Engineer or laboratory manager.

The contractor shall also provide a 24- hour break down service to attend to faults on or malfunctioning of the installation between the routine visits of inspection.

The contractor shall allow in the contract sum of the initial maintenance inspection and break-down service and shall provide for all tools, instruments, plant and scaffolding and transportation thereof, as required for the correct and full executions of these obligations and the provision, use or installation of all materials as cables ,calibration kits etc., or parts which are periodically renewed such as tubing etc., or parts which are faulty for any reason whatsoever excepting always acts of God such as storm, tempest, flood, earthquake and civil revolt, acts of war and vandalism.

7.2 Maintenance and servicing after completion of the initial maintenance

The contractor shall, if required, enter into a maintenance and service agreement with the employer for the installation for a period (warranty period) of up to five years from the day following to the last day of the liability for Defects Period (warranty period) which offers the same facilities as specified in clause 5.1 (initial Maintenance)

The terms of any such agreement shall not be less beneficial to the employer than the terms of agreements for either similar installation.

The contractor shall submit with his tender for the works, where called upon a firm quotation for the maintenance and service of the installation as specified .Herein, which shall be based upon the present day costs and may be varied only to take into account increases in material and labour unit rate costs between the time of tendering and the signing of the formal maintenance and service agreement and which shall remain valid and open for acceptance by the Employer to and including the last day of the fifth complete calendar month following the end of the liability for the Defects (warranty period).

Name of Contractor.....
Address.....
Authorized Signature.....Date.....

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

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

Form of Tender

To: _____ Date _____

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, **supply, delivery and commissioning of fully automated Chemistry analyzer machine at Embu level five hospital** under this quotation in conformity with the said Tender for the sum of

_____ [Total quotation amount in figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this quotation.

2. We undertake, if our quotation is accepted, to **supply, delivery and commissioning of fully automated Chemistry analyzer machine at Embu level five hospital** in accordance with the conditions of the quotation.

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

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

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

Dated this _____ day of _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between

COUNTY GOVERNMENT OF EMBU of [or whose registered office is

Situated at] **P.O BOX 36, EMBU, KENYA** (hereinafter called “the Employer”) of the one part
AND

_____ of [or whose registered
office is situated at] _____
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

.....
.....
.....
.]

(*name and identification number of Contract*) (hereinafter called “the Works”) located at **Embu County** [Place/location of the supply and the Employer has accepted the tender submitted by the Supplier for the execution and Supply of such goods and the remedying of any defects therein for the Contract Price of Kshs _____ [Amount in figures], Kenya Shillings _____ [Amount in words].

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part
 - (iv) Specifications
 - (v) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby

covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Supplier in consideration of the execution for the Supply of such 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Supplier _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<p><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers Branch</p>				
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.			
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.....			
Date	Signature of Candidate			

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

TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

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

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]

BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for the
Contract Price of Kshs. _____ [amount in figures][Kenya
Shillings _____ (amount in words)] in accordance with the
Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the
Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

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 of20.....

SIGNED
Board Secretary

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

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

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

<i>Part 1 – General:</i>	
Business Name	Location of business premises.
Plot No..... Street/Road	
Postal Address	Tel No. Fax
E mail	
Nature of Business	
Registration Certificate No.....	
Maximum value of business which you can handle at any one time – Kshs.	
Name of your bankers Branch	

	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	
	5.	
	6.	
	7.	
	8.	
	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.....	
	Date		
	Signature of Candidate		

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

8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

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

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

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

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

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

10.1 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.

4. Please acknowledge receipt of this letter of notification signifying your acceptance.
5. 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.
6. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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