

**REPUBLIC OF KENYA**



**MINISTRY OF HEALTH**

**OPEN NATIONAL TENDER (ONT)**

**TENDER NO. MOH/UHC/ONT/01/2018-2019 FOR  
SUPPLY OF LABORATORY EQUIPMENT AND  
CONSUMABLES**

**TENDER CLOSING DATE: 12<sup>th</sup> MARCH 2019  
TIME: 12.00 P.M. (NAIROBI LOCAL TIME)**

## Contents

INTRODUCTION .....	5
SECTION I :INVITATION TO TENDER .....	6
SECTION II:INSTRUCTIONS TO TENDERERS.....	8
SECTION II:INSTRUCTIONS TO TENDERERS.....	9
2.1 Eligible Tenderers .....	9
2.2 Eligible Equipment.....	9
2.3 Cost of Tendering.....	9
2.4 Contents of The Tender Document.....	10
2.5 Clarification of Documents .....	10
2.6 Amendment of Documents.....	11
2.7 Language of Tender.....	11
2.8 DOCUMENTS COMPRISING OF TENDER .....	11
2.9 Tender Forms.....	12
2.10 Tender Prices.....	12
2.11 Tender Currencies.....	12
2.12 Tenderers Eligibility and Qualifications .....	12
2.13 Goods Eligibility and Conformity to Tender Documents .....	13
2.14 Tender Security.....	13
2.15 Validity of Tenders .....	14
2.16 Format and Signing of Tender .....	15
2.17 Sealing and Marking of Tenders.....	15
2.18 Deadline for Submission of Tenders .....	15
2.19 Modification and Withdrawal of Tenders .....	16
2.20 Opening of Tenders.....	16
2.21 Clarification of Tenders .....	16
2.22 Preliminary Examination.....	17
2.23 Conversion to Single Currency.....	17
2.24 Evaluation and Comparison of Tenders .....	17
2.25 Preference .....	18
2.26 Contacting the Procuring entity .....	18
2.27 Award of Contract .....	18
a. Post-qualification.....	18
(b) Award Criteria .....	18
(c) Procuring entity’s Right to Vary quantities .....	19

(d) Procuring entity’s Right to Accept or Reject Any or All Tenders .....	19
2.28 Notification of Award .....	19
2.29 Signing of Contract .....	19
2.30 Performance Security .....	19
2.31 Corrupt or Fraudulent Practices .....	20
Appendix to Instructions to Tenderers.....	21
SECTION III:GENERAL CONDITIONS OF CONTRACT .....	26
3.1. Definitions.....	26
3.2. Application.....	26
3.3. Standards.....	26
3.4. Use of Contract Documents and Information.....	26
3.5. Patent Rights .....	27
3.6 Performance Security .....	27
3.7. Delivery of services and Documents.....	27
3.8. Payment .....	27
3.9. Prices.....	27
3.10. Assignment .....	28
3.11. Termination for Default.....	28
3.12. Termination for insolvency.....	28
3.13. Termination for convenience.....	29
3.14 Resolution of Disputes .....	29
3.15. Governing Language.....	29
3.16. Applicable Law.....	29
3.17 Force Majeure .....	29
3.18 Notices.....	29
SECTION IV:SPECIAL CONDITIONS OF CONTRACT.....	30
SECTION V - TECHNICAL SPECIFICATIONS .....	<b>Error! Bookmark not defined.</b>
SECTION V: TECHNICAL SPECIFICATIONS.....	31
1. Blood Analyzer .....	31
2. Blood Analyzer Consumables .....	32
3. Blood Analyzer Accessories.....	32
4. Blood Analyzer Training.....	32
5. Equipment Support & Services .....	32
SECTION VI: SCHEDULE OF REQUIREMENTS .....	33
SECTION VII: PRICE SCHEDULE FOR GOODS .....	34
SECTION VIII :STANDARD FORMS.....	35
8.1 FORM OF TENDER.....	36
8.2 CLAUSE-BY-CLAUSE STATEMENT OF COMPLIANCE (SOC).....	37
8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM .....	38

8.4	TENDER SECURITY FORM.....	40
8.5	CONTRACT FORM .....	41
8.6	PERFORMANCE SECURITY FORM .....	42
8.7	BANK GUARANTEE FOR ADVANCE PAYMENT FORM .....	43
8.8	MANUFACTURER'S AUTHORIZATION FORM.....	44
8.9	LETTER OF NOTIFICATION OF AWARD .....	45
8.10	FORM RB 1 .....	46

## 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: .....

TENDER REF NO. MOH/UHC/ONT/001/2018-2019

TENDER NAME SUPPLY OF LABORATORY EQUIPMENT AND CONSUMABLES

- 1.1 The Government of Kenya through the Ministry of Health is fast-tracking the Government's objective of attaining equitable, affordable and quality healthcare services of the highest standards for its citizens in public hospitals across the Country with the objective of attaining Universal Health Care for all Kenyans.
- 1.2 Working closely with the county governments, the Ministry of Health has equipped the Level 4 and Level 5 hospitals with specialized, modern and state-Of-The-Art medical equipment so as to ensure that all citizens, regardless of location, have access to uninterrupted, quality, specialized healthcare services.
- 1.3 The Ministry of Health intends to equip the hospitals and other health facilities with laboratory equipment which is necessary for diagnostics at all levels of the health system.
- 1.4 The Ministry of Health now invites sealed tender from eligible candidates for provision Laboratory Equipment and consumables.
- 1.5 Bidding documents with detailed specifications may be collected from the Supply Chain Management office, Afya House, Room No.514 upon payment of Non Refundable fee of KES. 1,000.00 in cash or Banker's Cheque payable to Principal Secretary, Ministry of Health. Payments should be made to the cash office, 2<sup>nd</sup> floor, Room No. 218, Afya House.
- 1.6 Bidders can access and download the same documents from the Ministry of Health website [www.health.go.ke](http://www.health.go.ke) free of charge. Bidders who download the bid documents are requested to immediately send their contact details on email; [procurement@health.go.ke](mailto:procurement@health.go.ke). OR [procurement514health@gmail.com](mailto:procurement514health@gmail.com)
- 1.7 Clarifications and additional information may be addressed to:

Principal Secretary  
Ministry of Health  
6thFloor, Afya House  
Cathedral Road  
PO Box 30016-00100  
Tel: 0202 2717077  
NAIROBI, KENYA  
Email: [procurement@health.go.ke](mailto:procurement@health.go.ke)

- 1.8 The bidders shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” AND “COPY OF TENDER” as appropriate. The bidder 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 to be **clearly** marked “**DO NOT OPEN BEFORE 12<sup>th</sup> MARCH 2019**”. The outer envelope bearing the name of the tender and the tender number but without indication of tenderers’ name should be addressed to:

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

- 1.9 All bids must be accompanied by a bid security of **KSHS. 5,000,000** and be deposited in the Tender Box situated at Afya House first floor not later than **12<sup>th</sup> MARCH 2019 AT 12 NOON EAST AFRICAN TIME**. Bulky documents that cannot fit in the tender box may be delivered on 5<sup>th</sup> floor, Room 514 (within the Bid submission time and date) and indicated on the outer envelope ‘Do Not Open Before **12<sup>th</sup> MARCH 2019 AT 12.00 PM EAST AFRICAN TIME**’.
- 1.10 Submitted bids will be opened at the **GIZ Conference Room, Afya House building**, immediately after closing date and time in the presence of the tenderers’ representatives who may choose to attend.
- 1.11 Prices quoted must be inclusive of VAT where applicable and shall remain valid for a period of 120 days after bid opening.
- 1.12 Late bids will be rejected and returned unopened

Yours sincerely,  
Principal Secretary

## SECTION II:INSTRUCTIONS TO TENDERERS

### Table of Clauses

2.1	Eligible Tenderers .....	9
2.2	Eligible Equipment.....	9
2.3	Cost of Tendering.....	9
2.4	Contents of The Tender Document.....	10
2.5	Clarification of Documents .....	10
2.6	Amendment of Documents.....	11
2.7	Language of Tender.....	11
2.8	DOCUMENTS COMPRISING OF TENDER .....	11
2.9	Tender Forms.....	12
2.10	Tender Prices.....	12
2.11	Tender Currencies.....	12
2.12	Tenderers Eligibility and Qualifications .....	12
2.13	Goods Eligibility and Conformity to Tender Documents .....	13
2.14	Tender Security.....	13
2.15	Validity of Tenders .....	14
2.16	Format and Signing of Tender .....	15
2.17	Sealing and Marking of Tenders.....	15
2.18	Deadline for Submission of Tenders .....	15
2.19	Modification and Withdrawal of Tenders .....	16
2.20	Opening of Tenders.....	16
2.21	Clarification of Tenders .....	16
2.22.	Preliminary Examination.....	17
2.23	Conversion to Single Currency.....	17
2.24	Evaluation and Comparison of Tenders .....	17
2.25	Preference .....	18
2.26	Contacting the Procuring entity .....	18
2.27	Award of Contract .....	18
a.	Post-qualification.....	18
(b)	Award Criteria .....	18
(c)	Procuring entity’s Right to Vary quantities .....	19
(d)	Procuring entity’s Right to Accept or Reject Any or All Tenders .....	19
2.28	Notification of Award .....	19
2.29	Signing of Contract.....	19
2.30	Performance Security .....	19
2.31	Corrupt or Fraudulent Practices .....	20



## **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 relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have not been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Eligible Equipment**

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

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed KES 1,000.00.
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.4 Contents of The Tender Document**

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

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

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

## **2.5 Clarification of Documents**

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

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

## **2.6 Amendment of Documents**

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

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

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

## **2.7 Language of Tender**

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

## **2.8 DOCUMENTS COMPRISING OF TENDER**

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

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

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

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

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

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

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

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

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

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

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

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

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

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

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

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

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

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

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

## **2.14 Tender Security**

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

- 2.14.2 The tender security shall be in the amount of Ksh 5,000,000.
- 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 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 2.27or
    - (ii) to furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security.

A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

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

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

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

## **2.17 Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **Tuesday 12<sup>th</sup> March 2019**

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 12<sup>th</sup> March 2019 at 12.00 p.m.

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.

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

2.19.3 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

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

2.19.5 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 12:00 pm 12<sup>th</sup> March 2019 and in the location specified in the Invitation to Tender.

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 date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and Comparison of Tenders**

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

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

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

## **2.25 Preference**

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

## **2.26 Contacting the Procuring entity**

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

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

## **2.27 Award of Contract**

### **a. Post-qualification**

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

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

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

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

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

### **(c) Procuring entity's Right to Vary quantities**

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

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

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

## **2.28 Notification of Award**

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

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

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

## **2.29 Signing of Contract**

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

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

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

## **2.30 Performance Security**

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

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

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

## **2.31 Corrupt or Fraudulent Practices**

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

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

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

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

## Appendix to Instructions to Tenderers

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	<p>All Eligible bidders (Open National Tender)</p> <p>This invitation for Tenders is open to all tenderers eligible</p> <p>This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender and advertisement notice.</p> <p>The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.</p>
	<p>The Ministry of Health 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</p>
2.14.1	<p>Tender security of <b>KSHS. 5,000,000</b> which should remain valid for 30 days after expiry of Tender validity Period.</p>
2.18.1	<p>The tender will close and be opened on <b>Tuesday, 12<sup>th</sup> March, 2019 at 12.00 Noon</b></p>
2.11.1	<p>Currency to be used must be Kenya Shillings, or any other easily convertible currency.</p>
2.24	<p><b>EVALUATION CRITERIA:</b></p> <p>The evaluation shall be a three-stage process namely,</p> <ul style="list-style-type: none"> <li>• Preliminary Evaluation</li> <li>• Technical Evaluation and,</li> <li>• Financial Evaluation</li> </ul> <p><b>Preliminary Evaluation</b></p> <p><b>The preliminary evaluation shall be mandatory.</b></p> <p>The evaluation shall adopt <b>YES/NO</b> approach. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>The tenderer shall submit copies of the following documents;</p> <ul style="list-style-type: none"> <li>• Certificate of Incorporation/Registration</li> <li>• A copy of a valid tax compliance certificate</li> <li>• A copy of certified valid Business Permit from relevant Local Authority</li> <li>• Certificate of Confirmation of Directors and Shareholding (CR 12) where applicable</li> </ul>

(Limited/Private Companies).

- Certificate of Company Registration with Kenya Medical Laboratory Technician and Technologists Board
  - Certificate of validation for Reagents and Equipment from KMLTTB
  - Duly Filled, Signed and Stamped/ sealed form of tender
  - Duly Completed, Signed and Stamped Confidential Business Questionnaire
  - Duly filled, signed and stamped Price schedule form
  - Duly filled and signed bidder's debarment declaration form (Section VII of the tender document)
  - Duly filled, signed and stamped bidder's declaration that they will not engage in corrupt or fraudulent practice (Section VII of the tender document)
  - Original and copy of tender document properly serialized /paginated.
  - Tender validity period of 120 days
  - All bidders must submit agreements entered into with agents/subcontractors/partners
  - Bank Reference Letter in respect to this tender that the tenderer has the capacity to handle a similar project
  - Submit tender security of **Kshs. 5,000,000**. The Tender security shall be in form of a bank guarantee or from a reputable Insurance company approved by Public Procurement Regulatory Authority, and must remain valid for 30 days after tender validity period.
  - Duly filled, signed and stamped delivery time schedule
- NB:** Non-compliance on any of the above requirements shall lead to automatic disqualification of the candidate

**ii) Technical Evaluation – STAGE 1**

**The Technical evaluation at stage 1 shall be mandatory**

1. Bidders are required to submit with their offers the **Detailed Specifications** and **Original Manufactures Brochures / Catalogue** for the products they intend to supply.

a) For the purpose of this tender an **Original Manufacturer Brochure** shall contain the following information;

- i. Name and physical address of the product manufacturer, including the phone number, e-mail address, website (URL) and country.
- ii. The product model name/number assigned by the manufacturer
- iii. Color picture of the product, which must be clear and reasonably sized.
- iv. Description of the product and its features

	<ul style="list-style-type: none"> <li>v. Performance specification of the product including any other technical data</li> <li>vi. Dimensions of the product</li> <li>vii. Product warranty period.</li> </ul> <p><b>b) A brochure shall not be considered an original manufacturer brochure if;</b></p> <ul style="list-style-type: none"> <li>i. It does not contain any of the requirements in section 1 (b) from (i) to (vi)</li> <li>ii. Contains superimposed images of the product</li> <li>iii. Is a photocopy or a scanned copy</li> <li>iv. A soft copy shall be acceptable so long as it is in a manufacturer PDF format and meets all the requirements stipulated in section 1(b) and 1(c)</li> <li>v. The Bidders are requested to present information along with their offers indicating the shortest possible delivery period of each product.</li> </ul> <p><b>2. Qualifications of Manufacturers</b> The Tenderer shall provide copies of all certificates and documents issued by the proper National Authorities that the Manufacturer of the supplies proposed is authorised to manufacture and sell these products.</p> <p><b>3. Appraisal</b> The tenderer, must provide evidence of manufacturer’s certification by a recognized authority e.g. ISO, KEBS or Equivalent or be subject, at the Manufacturer’s expense, to inspection by a competent authority designated by the Procuring entity in conjunction with the national regulatory authority.</p> <p><b>4. Quality Certification</b> Two international quality standards bodies have been used for this tender;</p> <ul style="list-style-type: none"> <li>i) ISO 13485 - Medical Device quality management system</li> <li>ii) IEC 60601- Requirement for safety of medical electrical equipment</li> </ul> <ul style="list-style-type: none"> <li>a) The tenderer shall be required to submit a certificate of conformity to any of the above standards for each of the product offered.</li> <li>b) For the certificate of conformity to be valid it shall comply with the following; <ul style="list-style-type: none"> <li>i) Issued by recognized independent certification body to the manufacturer</li> <li>ii) It shall be valid – not expired.</li> <li>iii) Clearly specify the product(s) being manufactured or</li> </ul> </li> </ul>
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	<p>designed</p> <p>iv) State the location of the manufacturing plant</p> <p>v) Must not contain any alterations whatsoever</p> <p><b>ii) Technical Evaluation – STAGE 2</b></p> <p>The evaluation committee will evaluate the bid on conformity to the technical specifications as laid out on <b>Section (V)</b> based on the product brochures submitted by the bidder.</p>
2.27.4	<p><b>iii) Financial Evaluation</b></p> <p>If the Bid satisfies the Technical requirements, it shall be subjected to financial evaluation. Award will be made to the tenderer having the overall total cost of the equipment and consumables.</p> <p>The successful bidder may be subjected to further post qualification evaluation</p>
2.29.1	<p>Performance bond shall be <b>10%</b> of contract sum issued by Kenyan financial institution or insurance company recognized by Public Procurement Regulatory Authority.</p>
2.30.1	<p>Bidders who provide false or misleading information shall be disqualified.</p>



## SECTION III:GENERAL CONDITIONS OF CONTRACT

3.1.	Definitions.....	26
3.2.	Application.....	26
3.3.	Standards .....	26
3.4.	Use of Contract Documents and Information.....	26
3.5.	Patent Rights .....	27
3.6	Performance Security .....	27
3.7.	Delivery of services and Documents .....	27
3.8.	Payment.....	27
3.9.	Prices.....	27
3.10.	Assignment .....	28
3.11.	Termination for Default .....	28
3.12.	Termination for insolvency .....	28
3.13.	Termination for convenience .....	29
3.14	Resolution of Disputes .....	29
3.15.	Governing Language .....	29
3.16.	Applicable Law .....	29
3.17	Force Majeure .....	29

## **SECTION III:GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

- (a) “This Contract” means the agreement entered into between the Procuring Entity and the contractor 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 contractor under this Contract by the Procuring Entity for the full and proper performance of the contractual obligations.
- (c) “The Procuring Entity” means the organization procuring the particulars of the tender under this Contract.
- (d) “The Contractor” means the organization or firm providing the particulars of tender under this Contract.
- (e) “GCC” means the General Conditions of Contract.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “Day” means calendar day.

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other parts of this Contract.

### **3.3. Standards**

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

### **3.4. Use of Contract Documents and Information**

- 3.4.1 The Contractor shall not, without the Procuring Entity’s prior written consent, disclose this 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 Contractor in the performance of this Contract.
- 3.4.2 The Contractor shall not, without the Procuring Entity’s prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.
- 3.4.3 Any document, other than this Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the

Contractor's performance under this Contract if so required by the Procuring Entity.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify the Procuring Entity and the County against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under this Contract or any part thereof.

### **3.6 Performance Security**

3.6.1 Within twenty-eight (28) Days of receipt of the notification of award of this Contract, the Contractor shall furnish to the Procuring Entity the performance security where applicable in the amount specified in SCC.

3.6.2 The proceeds of the performance security shall be payable to the Procuring Entity as compensation for any loss resulting from the Contractor's failure to complete its obligations under this Contract.

3.6.3 The performance security shall be denominated in the currency of this Contract, or in a freely convertible currency acceptable to the Procuring Entity and shall be in the form of:

- (a) Cash;
- (b) A bank guarantee, approved by the Procuring Entity;
- (c) Such insurance company guarantee, approved by the Procuring Entity; and/or
- (d) A letter of credit, approved by the Procuring Entity.

3.6.4 The performance security will be discharged by the Procuring Entity and returned to the Contractor not later than thirty (30) Days following the date of completion of the Contractor's performance of obligations under this Contract, including any warranty obligations, under this Contract.

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the Procuring Entity in the schedule of requirements and the SCC.

### **3.8. Payment**

3.8.1 The method and conditions of payment to be made by the Procuring Entity under this Contract shall be specified in the SCC.

3.8.2 Any payment shall be made promptly by the Contractor, but in no case later than sixty (60) Days after submission of an invoice or claim by the Procuring Entity

### **3.9. Prices**

3.9.1 Prices payable by the Procuring Entity for particulars provided under this Contract shall not, with the exception of any price adjustments

authorized in accordance with the SCC vary from the prices quoted by the Contractor in its tender or in the Procuring Entity's request for tender validity extension as the case may be. No variation in or modification to the terms of this Contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contractual arrangements contracts not exceeding one year (12 months).

3.9.3 Where a contract price variation is allowed, the variation shall not exceed fifteen per cent (15%) of the original contract price.

3.9.4 Price variation requests shall be processed by the Procuring Entity within thirty (30) Days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, any of its obligations under this Contract, except with the Procuring Entity's prior written consent.

### **3.11. Termination for Default**

3.11.1 The Procuring Entity may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in this Contract, or within any extension thereof granted by the Procuring Entity.
- (b) If the Contractor fails to perform any other obligation(s) under this Contract.
- (c) If the Contractor in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

3.11.2 In the event the Procuring Entity terminates this Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring Entity for any excess costs for such similar services. However, the Contractor shall continue performance of this Contract to the extent not terminated.

### **3.12. Termination for insolvency**

3.12.1 The Procuring Entity may at any time terminate this Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procuring Entity and/or the County.

### **3.13. Termination for convenience**

3.13.1 The Procuring Entity by written notice sent to the Contractor, may terminate this Contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Procuring Entity's convenience, the extent to which performance of the Contractor under this Contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of this Contract after termination the Procuring Entity may elect to cancel the services and pay to the Contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The Procuring Entity and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or Disputes arising between them under or in connection with this Contract.

3.14.2 If after thirty (30) Days from the commencement of such informal negotiations the parties have been unable to resolve amicably a Dispute a party may require that the Dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

3.15.1. This Contract shall be written in the English language. All correspondence and other documents pertaining to this Contract, which are exchanged by the parties shall be written in the same language.

### **3.16. Applicable Law**

3.16.1 This Contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.18.1 Any notices given by one party to the others pursuant to this Contract shall be in writing and sent to the other parties by post or email to the other parties' addresses specified in the SCC.

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

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.2.1	<ul style="list-style-type: none"> <li>• Successful tenderers shall supply the Equipment and consumables as provided in the tender documents</li> <li>• The warranty period for the equipment shall be one year minimum. Thereafter, the ministry will enter into a maintenance contract for maintenance and service of the equipment. Tenderers are required to provide a detailed support plan with service levels clearly defined.</li> <li>• Tenderers will also provide associated training to the relevant personnel.</li> </ul>
3.6	On receipt of notification of contract award, the successful tenderer shall furnish the Ministry with a performance security of 10 % of the price quoted for the equipment and consumables.
3.8	Contracting terms & payment shall be made as within the agreed time as per the contract.
3.9.1	Index mechanism to adjust prices will be based on relevant public information. (CPI, inflation, exchange rate and prevailing market prices)
3.16.1	The Tenderer will be automatically disqualified where false or fraudulent Information is given and the Government reserves the right to change the quantities without giving reasons or notice to the supplier.

## SECTION V: TECHNICAL SPECIFICATIONS

### LABORATORY EQUIPMENT TECHNICAL SPECIFICATIONS

#### 1. Blood Analyzer

Item Code No.	MOH-1-01	Item Description	Blood Analyzer
<b><u>Blood Analyzer Specifications:</u></b>			
<b>LABORATORY EQUIPMENT TECHNICAL SPECIFICATIONS</b>			
<b>Specifications</b>			
<ul style="list-style-type: none"><li>• Battery/ electricity operated with complete accessories for use</li><li>• Capacity to run electrolytes, blood gases, hematology, cardiac markers among others: <b>Mandatory.</b></li><li>• Sample type: whole blood (capillary, syringe or vacutainer)</li><li>• Sample volume: 100µL or less</li><li>• Reportable results: Quantitative measurements</li><li>• Test time-2-10minutes</li><li>• Bar code reader system: <b>Mandatory</b></li><li>• Automated Internal quality control system: <b>Mandatory</b></li><li>• Weight: Portable (500-1000grams)</li><li>• Data storage capacity: Equal or greater than 1000 patient results</li><li>• Ability to interface with wireless technology and LIMS for data storage</li><li>• Temperature of operation: optimum 15°C -30°C</li><li>• Language for Technical user manual: English</li><li>• Added advantage: FDA approval and/or CE mark</li></ul>			

## 2. Blood Analyzer Consumables

Item Code No.	MOH-1-02	Item Description	Blood Analyzer Consumables
<b><u>Analyzer Consumable Specification:</u></b> <ul style="list-style-type: none"><li>• Consumables should be dry chemistry based and should give quantitative results</li><li>• Single use with advanced biosensor chips &amp; in built with auto-calibration</li><li>• Should be barcoded and individually packed for easy identification</li><li>• The test consumables should be self-contained with all reagents, sensors and calibrating solution required to run test.</li><li>• The consumables should be disposable after each patient test.</li><li>• The test consumables should have the capability to analyze the parameters either individual or as a panel</li></ul>			

## 3. Blood Analyzer Accessories

Item Code No.	MOH-1-03	Item Description	Blood Analyzer Accessories
<b><u>Blood Analyzer Accessories Specification:</u></b> <ul style="list-style-type: none"><li>• The tenderer shall supply all necessary accessories as part of the components which guarantee normal operation and use of the equipment in accordance with the specifications.</li></ul>			

## 4. Blood Analyzer Training

Item Code No.	MOH-1-04	Item Description	Blood Analyzer Training
<b><u>Training Specifications:</u></b> <ul style="list-style-type: none"><li>• The Bidder must demonstrate training capacity of health care workers across the country and provide a detailed schedule of Training.</li></ul>			

## 5. Equipment Support & Services

Item Code No.	MOH-1-04	Item Description	Blood Analyzer Accessories
<b><u>Support and Services Specifications:</u></b> <ul style="list-style-type: none"><li>• The Bidder must submit a detailed after service implementation plan</li></ul>			



## SECTION VI: SCHEDULE OF REQUIREMENTS

No.	Product Description	Quantity	Delivery Period
1	Blood Analyzer as per specifications	200 Units	8-12 weeks
2	Blood Analyzer Consumables as per specifications	50,000 No.	8-12 weeks

## SECTION VII: PRICE SCHEDULE FOR GOODS

Name of Bidder \_\_\_\_\_

Tender Number .....Page \_\_\_\_\_ of

**Prices must be inclusive of all taxes.**

No	Product Description	Quantity	Unit Price	Total Price	Manufacturer	Delivery Period
1	Blood Analyzer as per specifications	200 units				
2	Consumables as per specifications	50,000 No.				
5.	After Sales Service					

TOTAL PRICE (In figures).....

(In words) .....

.....

Bidders Name and Address	Date	Signature and Stamp

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

## 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 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 CLAUSE-BY-CLAUSE STATEMENT OF COMPLIANCE (SOC)

This form will be used to show compliance for all items under Section V:  
Technical Specifications

PERFORMANCE SPECIFICATIONS		COMPLIED YES/NO	OFFERING & REFERENCE
3.1 <Item>	<Performance Specification>		
3.2			

### 8.3 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. ....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>
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<b>Part 2 (a) – Sole Proprietor</b>																								
Your name in full ..... Age ..... Nationality ..... Country of origin ..... Citizenship details .....																								
<b>Part 2 (b) Partnership</b>																								
Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;">Name</th> <th style="text-align: left; width: 35%;">Nationality</th> <th style="text-align: left; width: 40%;">Citizenship Details</th> <th style="text-align: left; width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....				
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<b>Part 2 (c) – Registered Company</b>																								
Private or Public ..... State the nominal and issued capital of company- Nominal Kshs. .... Issued Kshs. .... Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;">Name</th> <th style="text-align: left; width: 35%;">Nationality</th> <th style="text-align: left; width: 40%;">Citizenship Details</th> <th style="text-align: left; width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....	5.....	.....	.....	.....
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5.....	.....	.....	.....																					
Date .....Signature of Candidate .....																								

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

## 8.4 TENDER SECURITY FORM

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

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are: -

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

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

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

[*signature of the bank*] \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)



## 8.5 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)*

## 8.6 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]*

## 8.7 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*]

## 8.8 MANUFACTURER'S AUTHORIZATION FORM

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

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

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

---

*[signature for and on behalf of manufacturer]*

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

## 8.9 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**8.10 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 of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
- 2.

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

FIFTH SCHEDULE

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2016.

I, .....of P. O. Box ..... being a resident of ..... in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

..... (Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)  
SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN  
ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box ..... being a resident of ..... in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. ....for .....(insert tender title/description) for .....(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp



**FOURTH SCHEDULE**

**TENDER-SECURING DECLARATION FORM**

(r.22) [The Bidder shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (a) our receipt of a copy of your notification of the name of the successful Bidder; or
  - (b) thirty days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor e.t.c) .....

Name: .....

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

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

Seal or stamp