



COUNTY GOVERNMENT OF MARSABIT

TENDER NAME:
SUPPLY AND DELIVERY OF 16 SLICE CT SCAN
FOR MARSABIT COUNTY HOSPITAL

TENDER NO.
MBT/COU/HEALTH/99/2017-2018

JANUARY 2018

TABLE OF CONTENTS

Section I	INVITATION FOR TENDERS.....	3
Section II	INSTRUCTION TO TENDERERS	
	Appendix to instructions to tenderers	5
Section III	GENERAL CONDITIONS OF CONTRACT.....	20
Section IV	SPECIAL CONDITIONS OF CONTRACT	26
Section V	SCHEDULE OF REQUIREMENTS	27
Section VI	PRICE SCHEDULE FOR GOODS	32
Section VII	STANDARD FORMS	33
	1. FORM OF TENDER	34
	2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	35
	3. TENDER SECURITY FORM	37
	4. CONTRACT FORM	38
	5. PERFORMANCE SECURITY FORM	39
	6. BANK GUARANTEE FOR ADVANCE PAYMENT.....	40
	7. MAUFACTURERS AUTHORIZATION FORM.....	41
	8. BIDDER’S DECLARATION	42
	9. INTEGRITY PACT	43
	10. LETTER OF NOTIFICATION OF AWARD.....	45

SECTION I - INVITATION FOR TENDER

DATE: 12TH FEBRUARY, 2018

TENDER REF. NO. MBT/COU/HEALTH/99/2017-18

TENDER NAME: PURCHASE OF A CT- SCANNER

- 1.1 The County Government of Marsabit invites sealed bids from eligible candidates to Supply and deliver of a 16 slice CT scanner.
- 1.2 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs 1,000 in cash or bankers cheque payable to Revenue Account; County Government of Marsabit. The original receipt must be submitted along with the tender response document.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.5 In addition, invited tenderers must provide the following mandatory requirements as highlighted in the section 2.31 – The Appendix to Instructions to Tenderers ;
(1) The Mandatory Requirements (2) Technical Requirements (Financial Proposal as per the Price Schedule
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked envelope clearly labeled the Tender Number and Name with the instructions “Do not open before 12th February, 2018 at 10.00 hours (East Africa Time). The Tender will be addressed to:

**THE DIRECTOR, SUPPLY CHAIN MANAGEMENT,
MARSABIT COUNTY
P.O BOX 384-60500,
MARSABIT**

and dropped at the Tender Box located at the ground floor, Governor’s office building

- 1.7 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Board Room, Governor’s office building ground floor.
- 1.8 The County Government of Marsabit is a Corruption free environment. Any Pressure, influence attempt should reported to the County Secretary.

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible tenderers.....	6
2.2 Eligible goods.....	6
2.3 Cost of tendering.....	6
2.4 Contents of Tender document.....	7
2.5 Clarification of documents.....	7
2.6 Amendment of documents.....	7
2.7 Language of tender.....	8
2.8 Documents comprising the tender.....	8
2.9 Tender forms.....	8
2.10 Tender prices.....	8
2.11 Tender currencies.....	9
2.12 Tenderers eligibility and qualifications.....	9
2.13 Goods' eligibility and conformity to tender documents.....	9
2.14 Tender security.....	10
2.15 Validity of tenders.....	11
2.16 Format and signing of tenders.....	11
2.17 Sealing and marking of tenders.....	12
2.18 Deadline for submission of tender	12
2.19 Modification and withdrawal of tenders.....	12
2.20 Opening of tenders.....	13
2.21 Clarification of tenders.....	13
2.22 Preliminary examination.....	13
2.23 Conversion to single currency.....	14
2.24 Evaluation and comparison of tenders.....	14
2.25 Contacting the Hospital.....	14
2.26 Award of contract.....	15
2.27 Notification of award.....	15
2.28 Signing of contract.....	16
2.29 Performance security.....	16
2.30 Corrupt or fraudulent practices.....	16

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 a 16 Slices CT Scanner by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The County Government of Marsabit 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 County Government of Marsabit to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the 16 Slices CT Scanner 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 The 16 Slices CT scanner 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 16 Slices CT Scanner or produced. This good is 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 16 Slices CT Scanner 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 Hospital, 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 Kshs. 1,000/=
- 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 Hospital 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 County Government of Marsabit 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 County Government of Marsabit, 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 County Government of Marsabit, 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 County Government of Marsabit, 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 16 Slices CT Scanner and ancillary services to be supplied by the tenderer 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 16 Slices CT Scanner 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 16 Slices CT Scanner 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 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Hospital'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 Hospital's satisfaction;

- (a) that, in the case of a tenderer offering to supply the 16 Slices CT Scanner 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 **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 the 16 Slices CT Scanner which the tenderer proposes to supply under the contract

- 2.13.2 The documentary evidence of the eligibility shall consist of a statement in the Price Schedule of the country of origin of the 16 Slices CT Scanner 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 specifications of 16 Slices CT Scanner 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 16 Slices CT Scanner, following commencement of its use; and
 - (c) a clause-by-clause commentary on the County Government of Marsabit Technical Specifications demonstrating substantial responsiveness 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 Hospital 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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit.

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 Hospital 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 County Government of Marsabit, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Marsabit as non-responsive.

2.15.2 In exceptional circumstances, the County Government of Marsabit may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**

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

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended 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 Hospital 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 31st August 2017 at 11:00 hours (EA Time)”

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 Hospital 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 **County Government of Marsabit** at the address specified under paragraph 2.17.2 no later than Monday 12th February, 2018 at 10:00 hours (EA Time).

2.18.2 The County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit will open all tenders in the presence of tenderers' representatives who choose to attend, at 10.00 hours Monday 12th February, 2018 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 County Government of Marsabit, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit in the 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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit 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 Hospital

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit 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 Hospital 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 Hospital will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The County Government of Marsabit 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 County Government of Marsabit reserves the right at the time of contract award to increase or decrease the quantity of 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 County Government of Marsabit 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 Hospital's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit notifies the successful tenderer that its tender has been accepted, the County Government of Marsabit 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 County Government of Marsabit.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the County Government of Marsabit, 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 County Government of Marsabit.

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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit, 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 Hospital of the benefits of free and open competition;

2.31.2 The County Government of Marsabit 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.

2.32 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

(I)Provisions of Appendix to instructions to Tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS	
2.1.1	<p>I.MANDATORY EVALUATION</p> <p>The invited tenderer must be eligible as required below and hence submit the following Mandatory documents;</p> <p>CONDITIONS TO BE MET BY TENDERER</p> <ul style="list-style-type: none"> (i) Original Tender Receipt (ii) Original copy of Tender Security (iii) A copy of PIN Certificate (iv) A copy of valid Tax Compliance Certificate (v) A copy of Certificate of Registration/Incorporation (vi) Must submit a copy of the Certified Audited Accounts for the last two years. (vii) Stamped and signed Price Schedules (viii) A valid Manufacturer’s Authorization Form (ix) Submit the following Forms under Section VI: <ul style="list-style-type: none"> ▪ Duly filled and signed Confidential Business Questionnaire ▪ Duly filled and signed Bidder’s Declaration ▪ Duly filled and signed Integrity Pact ▪ Duly filled and signed Price Schedule Form ▪ Duly filled and signed Form of Tender. 	
Section 1	Following payments for the Tender Document at the Cashier at the main Procurement office, the tenderer must be registered as having bought the tender document	
2.4 and 2.5	For any clarifications related to the tender document please the Director, Supply Chain Management; Marsabit County.	
2.14	Currency of the Tender Security shall be in Kenya Shillings	
2.18.1	II. TECHNICAL EVALUATION CRITERIA	Total marks100
	1. Compliance to specifications as provided in Section V Schedule of Requirements.	60

	2. Experience: Your brief company profile should list down at least 4 reputable organizations that you have dealt with in the last three years.	18
	3. Educational and other Qualifications for Technical Staff Provide CVs and experience of at least 3 technical of technical proposed to support the Hospital in event of tender award.	12
	4. After Sale Service- Provide details of: <ul style="list-style-type: none"> ▪ Delivery period of the machine (4 Marks) ▪ Maintenance and prices of spare parts (4Marks) ▪ Customer service (3 Marks) 	10
2.22	To qualify at technical evaluation stage, tenderers must score a minimum of 70% to proceed to financial evaluation	
	III. FINANCIAL EVALUATIONS	
2.22	The firm that offers the lowest evaluated price may be subjected to negotiations prior to award	
Section IV	The winning tenderer will be required to comply with the Special of the Contract as highlighted in Section V. The performance Bond will be 10% of the tender price.	

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	21
3.2 Application.....	21
3.3 Country of Origin.....	21
3.4 Standards.....	21
3.5 Use of Contract documents and information.....	21
3.6 Patent Rights.....	22
3.7 Performance security.....	22
3.8 Inspection and Tests.....	22
3.9 Packing.....	23
3.10 Delivery and documents.....	23
3.11 Insurance	23
3.12 Payment.....	23
3.13 Price.....	24
3.14 Assignments.....	24
3.15 Sub contracts.....	24
3.16 Termination for default.....	24
3.17 Liquidated damages.....	25
3.18 Resolution of Disputes.....	25
3.19 Language and law.....	25
3.20 Force Majeure.....	25

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 County Government of Marsabit 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 County Government of Marsabit under the Contract.
- (d) “The County Government of Marsabit” means the organization purchasing the 16 Slices CT Scanner under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the 16 Slices CT Scanner under this Contract.

3.2 Application

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

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the 16 Slices CT Scanner were mined, grown or produced.

3.3.2 The origin of the 16 Slices CT Scanner and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The 16 Slices CT scanner 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 County Government of Marsabit 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

County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit and shall be returned (all copies) to the County Government of Marsabit on completion of the Tenderer's performance under the Contract if so required by the Hospital

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the County Government of Marsabit against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the 16 Slices CT Scanner or any part thereof.

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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit 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 County Government of Marsabit, in the form provided in the tender documents.

3.7.5 The performance security will be discharged by the County Government of Marsabit 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 County Government of Marsabit or its representative shall have the right to inspect and/or to test the 16 Slices CT Scanner to confirm their conformity to the Contract specifications. The County Government of Marsabit 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 County Government of Marsabit.
- 3.8.3 Should any inspected or tested 16 Slices CT Scanner fail to conform to the Specifications, the County Government of Marsabit 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 County Government of Marsabit.
- 3.8.4 The County Government of Marsabit right to inspect, test and where necessary, reject the 16 Slices CT Scanner 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 County Government of Marsabit 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 16 Slices CT Scanner 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 16 Slices CT Scanners 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 16 Slices CT Scanner 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 Payment shall be made promptly by The County Government of Marsabit, but in no case later than sixty (60) days after submission of an invoice.

3.13 Prices

3.13.1 Prices charged by the tenderer for 16 Slices CT Scanner 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 County Government of Marsabit 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 County Government of Marsabit prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the County Government of Marsabit 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 County Government of Marsabit 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 16 Slices CT Scanner within the period(s) specified in the Contract, or within any extension thereof granted by the County Government of Marsabit.

(b) if the tenderer fails to perform any other obligation(s) under the Contract

- (c) if the tenderer, in the judgment of the County Government of Marsabit has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the County Government of Marsabit 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 County Government of Marsabit for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver the 16 Slices CT Scanner within the period(s) specified in the contract, the County Government of Marsabit 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 County Government of Marsabit 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.

3.21 Notices

3.21.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.21.2 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
3.7.1 Performance Bond	The performance Bond will be 10% of the tender price.
3.12.1 Payment	Sixty (60) days after submission of an invoice.
3.19.1 Applicable Law	The Laws of Kenya
3.21 Notices	Addressed to THE DIRECTOR SUPPLY CHAIN MANAGEMENT, MARSABIT COUNTY P. O. BOX 384-60500, <u>MARSABIT.</u>

SECTION V – SCHEDULE OF REQUIREMENTS

TECHNICAL SPECIFICATIONS FOR 16 SLICES CT SCANNER

<p>The machine offered should be a high end multislice Spiral CT scanner, with capabilities of acquiring 16 Slices per 360 degree rotation for comprehensive whole body imaging; including musculoskeletal, cardiac, Neural, Dental, chest, abdomen and vascular. It should include biopsy and Bone Mineral Densitometry capabilities as well as 3-D reconstruction and it should display a fast speed during online and real time acquisition with feasibility of volume rendering and advanced vessels analysis.</p>	
<p>The offer should meet the following ‘technical specifications</p>	
<p>1.Model and Make : (it should be under current production & installation)-</p>	<p>Specify</p>
<p>2.Gantry</p>	
<ul style="list-style-type: none"> • Should incorporate low Voltage Slip Rings 	
<ul style="list-style-type: none"> • Minimum scan time for a 360° rotation should be <u>less than</u> or equal to 0.35 sec. (350 mili sec.) 	
<ul style="list-style-type: none"> • Should have minimum tilt of 30 degrees on either side and remote tilt should be available as standard 	
<ul style="list-style-type: none"> • Gantry should be provided with user control panels on either side for positioning of the patient 	
<ul style="list-style-type: none"> • Should have 3D positioning laser lights 	
<ul style="list-style-type: none"> • The scan FOV in acquisition mode be at least 200 mm to 500 mm with intermediate steps for scanning different anatomies 	
<ul style="list-style-type: none"> • Gantry aperture should be at least 70 cm. in diameter 	
<p>3. X-Ray Generator</p>	
<ul style="list-style-type: none"> • It is to be of high frequency type having at least 100 kW or more (actual power) output. 	
<ul style="list-style-type: none"> • The mA range available should be between 20 to 800 or more, with increment steps of not more than 10 mA. Mention kV selections also. 	
<p>4. X-Ray Tube</p>	
<ul style="list-style-type: none"> • The X-ray tube should be essentially dual focus with heat storage capacity of 8 MHU or more, with effective storage of at least 25 MHU. 	
<ul style="list-style-type: none"> • Peak heat dissipation rate of anode should be at least 1600 KHu/min 	
<ul style="list-style-type: none"> • X-ray tube cooler unit should be inside the gantry 	
<ul style="list-style-type: none"> • Specify the configuration of <u>focal spots</u>, and type of X-ray tube 	
<p>5. Detectors</p>	
<ul style="list-style-type: none"> • These should be of solid state type. Specify the material 	
<ul style="list-style-type: none"> • 16 Slice acquisition per rotation should be possible with the detectors, in 0.63 mm mode 	

<ul style="list-style-type: none"> • The system should have at least 8 ‘physical rows’ of the detectors. 	
<ul style="list-style-type: none"> • Specify the number of elements in each row 	
<ul style="list-style-type: none"> • The Z-axis coverage of at least 40 mm / rotation should be possible for standard and cardiac scans 	
<ul style="list-style-type: none"> • Specify the fan-angle of X-rays and the geometry 	
<ul style="list-style-type: none"> • Detectors should not require frequent calibration 	
6. Patient Table	
<ul style="list-style-type: none"> • should have minimum weight bearing capacity of 200 kilograms 	
<ul style="list-style-type: none"> • The minimum table top height should not be more than 35 cms from floor level for easy transport of trauma patients 	
<ul style="list-style-type: none"> • Table top width to be at least 42 cms for better comfort 	
<ul style="list-style-type: none"> • The range of metal free scannable range should be at least 160 cms. 	
<ul style="list-style-type: none"> • The vertical range (max. Ht. – min. Ht.) : Please specify 	
<ul style="list-style-type: none"> • Remote controlled UP / DOWN and FWD / BWD 	
<ul style="list-style-type: none"> • Movement pitch to be freely selectable in automatic / manual mode : 0.15 1. 5 	
7. Topogram / Scanogram	
<ul style="list-style-type: none"> • Length, Width and Scan times : Specify the range 	
<ul style="list-style-type: none"> • Should be possible to interrupt acquisition manually, if necessary 	
8. Spiral / Helical section	
<ul style="list-style-type: none"> • The system offered should have spiral capability of at least 100 second continuous. Real time spiral @ 10 f / s should be standard 	
<ul style="list-style-type: none"> • Range of spiral facility in axial direction should be more than 100 cms 	
<ul style="list-style-type: none"> • Reconstruction time in spiral scan should not be more than 100 mili sec. 	
<ul style="list-style-type: none"> • The system should perform tilt spiral scan as standard at any of the chose angle in multislice mode. 	
<ul style="list-style-type: none"> • Facility of multi-spirals, bi-directional spirals and back to back spirals specify if available 	
<ul style="list-style-type: none"> • High – resolution scan package of 0.63 mm or less should be offered standard with this CT system 	
<ul style="list-style-type: none"> • Multi-slice CT fluoroscopy, with at least 3 slice positions and reconstruction @10 images / sec. may be quoted as on optional feature 	
9. Host Computer	
<ul style="list-style-type: none"> • It should be offered with latest ‘multi-tasking’ processors and a menu-driven plateform, with 64 Bit CPU and 8 GB or more RAM memory 	

<ul style="list-style-type: none"> Two monitors independent console shall be preferred, with latest Medical Grade Color Monitors of at least 18" – flat screen. The twin monitor system would work on either shared or common data base 	
<ul style="list-style-type: none"> The display matrix should be at least 1024 x 1280 or more The reconstruction time for an axial scan should not be more than 100 milliseconds 	
<ul style="list-style-type: none"> The Hard disk capacity for both image and raw data should be at least 1 terabyte 	
<ul style="list-style-type: none"> It should have facility to store 4,00,000 images or more, of 512 matrix 	
<ul style="list-style-type: none"> DICOM facility to send, store, print, receive, Query/Retrieve, MWM, MPPS etc should be standard. 	
<ul style="list-style-type: none"> Additional two independent work-stations (8 GB or higher RAM) with thin client server architecture with capacity of all 2D and 3D post – processing, cardiac recon, CT Angio, and archiving as well as DICOM print facility should be included in scope of supply. 	
<p>10. Image Processor</p>	
<ul style="list-style-type: none"> Specify : the Operating System configuration (Processor shall be a high speed CPU : 3.0 GHz dual core or higher and with a independent Hard disk storage capacity of 500 GB or more) 	
<ul style="list-style-type: none"> Image reconstruction time should be at least 20 images per second or better for all types of acquisition modes including cone beam correction 	
<ul style="list-style-type: none"> The system is to have standard software like 3D volume rendering, MIP, CT dist Angio (Color display), virtual endoscopy, CT perfusion, prospective ECG gate scan, Dental and bone mineral study on the main console as well as on at least ONE reporting extend workstation for workstation. 	
<ul style="list-style-type: none"> The following software should be offered as <u>standard</u> (MPR, CPR, SSD, MIP, ROI, VOLUME CALCULATION, CT NUMBER DISPLAY, WW, WL, TOPOGRAM DISPLAY, CINE DISPLAY, HRC LUNG, DYNAMIC SCAN, QUANTITATIVE VESSEL ANALYSIS) 	
<ul style="list-style-type: none"> Cardiac scan attachment with ECG gated segmental reconstruction, calcium score, plaque analysis cardiac function; flythrough in coronaries should be available in the main console as well as in the extended workstation. 	
<ul style="list-style-type: none"> Bolus triggered Brain perfusion study (at least 3 – levels) with automatic CB², CBV, MTT, TTP maps, ROI placing & comparing & saving 	
<ul style="list-style-type: none"> Neuro DSA with auto bone removal software 	
<ul style="list-style-type: none"> Lung CT : low dose protocols for lung nodule, assessment and follow-up; Lung segmentation software for nodule detection 	
<ul style="list-style-type: none"> Complete cardiac package with ECG gated studies (prospective and retrospective tagging) with cardiac review & functional analysis (ventricular motion and regional wall motion); one touch volume rendering of the whole heart, ECG gated dose modulation; Calcium and 'coronary angio' reporting. 	re

<ul style="list-style-type: none"> Volume rendering technique with axial cross reference imaging along with measurement tools on VR 2D & 3D images, and small volume measure package; MIP slab viewer etc. shall be preferred. 	
<ul style="list-style-type: none"> There should be ‘state of Art’ workstations (2 in No.) with at least 8GB or higher RAM; CD / DVD / Archival / DICOM viewer. These should support all the software as listed on the main console. 	
11. Contrast RESOLUTION	
<ul style="list-style-type: none"> Spatial resolution of system should be mentioned with parameters 	
<ul style="list-style-type: none"> The high contrast resolution be more than 20 lp/mm in all routine scans, including spiral and axial mode 	
<ul style="list-style-type: none"> The low contrast resolution should not be more than 3 mm at 0.5% 	
<ul style="list-style-type: none"> Shoulder and Pelvis streak artifact suppression software would be standard with the system offered 	
<ul style="list-style-type: none"> Noise suppression protocols to maintain LCR at low dose. Cardiac CT: value of (i) Spatial (mm) and (ii) Temporal (m sec.) resolution 	
<ul style="list-style-type: none"> Special software (like mA modulation in routine and cardiac mode) to ensure Dose efficiency should be standard. 	
12. Specify : CT Dose Index	
<ul style="list-style-type: none"> Should have iterative reconstruction technique for X-ray dose reduction 	
<ul style="list-style-type: none"> Low dose Pediatrics CT mode should be available 	
<ul style="list-style-type: none"> Patient’s Radiation Dose (CTDI vol.; DLP) must be displayed on the monitor and the imaging films. 	
13. Software for Remote Diagnostics service	
<ul style="list-style-type: none"> System must be PACS interface ready 	
<ul style="list-style-type: none"> Fully DICOM 3.0 compliant, including DICOM modality work list (with automatic procedure selection) and capability from HIS – RIS interface. 	
14. Accessories : Essential	
Lead Glass of 120 x 80 cms dimension	
UPS with half hour ‘back-up’ to run entire CT system, Workstations and Laser Imager (should be at least 160 kVA per CT system’s rating	
Dual – Head Pressure injector of reputed make (50 syringes & Tubings to be supplied with it) indicate the availability in the local market	
<ul style="list-style-type: none"> All accessories (standard & mandatory) for patient positioning in 	
15. Product Data Sheets	
<ul style="list-style-type: none"> All compliance to the ‘Technical Specifications’ of 16 Slice CT in this Tender MUST be supported in form of original Data sheets / Original Certificate from the principle / manufacturer. 	
16. Certifications	
<ul style="list-style-type: none"> Offered model of 16 Slice CT should be European CE and / or US F.D.A. approved Copy of certificates should be submitted with the 	

Tender	
17. Warranty and comprehensive Maintenance Contract	
18. Training of radiologist and radiographer	

SECTION VI - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

1	2	3	4	5	6	8
Item	Description	Country of origin	Quantity	Unit price	Taxes	Total Price

Name _____

Signature of tenderer _____

Stamp

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

SECTION VII - 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 Hospital.
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 16 Slices CT Scanner where the tenderer is an agent.

8.1 FORM OF TENDER

Date _____
To: _____

Tender No. _____

[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 a bid 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 _____

Issued by Health Department

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

Part 1 – General:

Business Name
.....

Location of business premises.
.....

Plot No..... Street/Road
.....

Postal Address Tel No. Fax E
mail

Nature of Business
.....

Registration Certificate No.
.....

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

Name of your bankers Branch
.....

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.

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 Hospital 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 Hospital up to the above amount upon receipt of its first written demand, without the Hospital 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 County Government of Marsabit) of the one part and
..... [*name of tenderer*] of [*city and country of tenderer*]
(hereinafter called “the tenderer”) of the other part;

WHEREAS the County Government of Marsabit invited tenders for certain 16 Slices CT
Scanner] and has accepted a tender by the tenderer for the supply of those 16 Slices CT
Scanner 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 County Government of Marsabit Notification of Award
3. In consideration of the payments to be made by the County Government of Marsabit to the tenderer as hereinafter mentioned, the tender hereby covenants with the County Government of Marsabit to provide the 16 Slices CT Scanner and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The County Government of Marsabit hereby covenants to pay the tenderer in consideration of the provisions of the 16 Slices CT Scanner and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Hospital

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

(Amend accordingly if provided by Insurance Company)

Issued by Health Department

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 Hospital 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 Hospital 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 Hospital 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 [County Government of Marsabit /]

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 16 Slices CT Scanner manufactured
by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the 16 Slices CT Scanner 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.

BIDDER'S DECLARATION

We/I the undersigned, in the capacity of

.....

..... for [*name of the company/firm/individual*] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....] Signature: [.....]

Duly authorized to sign this bid on behalf of (bidder's name): [.....]

Place and date: [.....]

Stamp of the firm/company:



INTEGRITY PACT

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for _____
-----all personnel of _____
and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by The County Government of Marsabit (herein referred to as County Government of Marsabit) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by The County Government of Marsabit for a period of two (2) years. If any unethical behavior is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favors in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by The County Government of Marsabit for a period of two (2) years. If proven as a fact that we have offered bribes to The County Government of Marsabit or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by The County Government of Marsabit for a period of two (2) years. If proven that we have offered bribes to The County Government of Marsabit or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by The County Government of Marsabit for a period of two (2) years.
1. In case it is proven that we have offered bribes to a related official or a The County Government of Marsabit official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.

2. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and The County Government of Marsabit, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.

3. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, The Mater Hospital to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

4. The bidder authorizes The County Government of Marsabit, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Managing Director)

Full Name printed: _____ Stamp
of the firm/company:

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR CHIEF EXECUTIVE OFFICER