

COUNTY GOVERNMENT OF NYERI

WHEN REPLYING PLEASE QUOTE
OUR REFERENCE NO AND DATE.
ALL CORRESPONDENCES TO BE
ADDRESSED TO THE COUNTY
SECRETARY

P.O. BOX1112-10100

NYERI

Email: healthchiefofficer@gmail.com



DEPARTMENT OF HEALTH SERVICES

TENDER DOCUMENT

FOR

**SUPPLY, DELIVERY, TESTING AND INSTALLATION OF VARIOUS MEDICAL
EQUIPMENTS**

TENDER NUMBER: CGN/HEALTH/75/2019-2020

MARCH, 2020

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Introduction

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

SECTION I INVITATION TO TENDER
DATE _10TH MARCH 2020

TENDER REF NO : CGN/HEALTH/75/2019-2020
TENDER NAME :SUPPLY, DELIVERY, TESTING AND INSTALLATIONOF VARIOUS MEDICAL EQUIPMENTS

- 1.1 The County Government of Nyeri through the department of Health Services invites sealed bids from eligible candidates for supply of *various medical equipment*.
- 1.2 Interested eligible candidates may obtain further information from and the Director **Procurement at Town Hall Nyeri County, P. O. Box 1112-10100 NYERI, Kenyatta Road** during normal working hours during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates from County Government of Nyeri website www.nyeri.go.ke free of charge.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and tender name and be deposited in the tender box ground floor **Town Hall Nyeri County, P. O. Box 1112-10100 NYERI, Kenyatta Road** or be addressed to **The County Secretary, County Government of Nyeri** so as to be received on or before the bid submission deadline on **27TH MARCH 2020 at 11.00 a.m.** *Bids received after the submission deadline will be disqualified.*
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (150) days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **(Nyeri Town Hall P.O. Box 1112-10100 NYERI, at the County Secretary's Boardroom.**

The County Secretary
County Government of Nyeri
P.O.Box 1112-10100
Nyeri.

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 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 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 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 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 indicated in tender advert.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **27TH MARCH 2020 at 11.00 a.m**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **27TH MARCH 2020 at 11.00 a.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.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **27TH MARCH 2020 at 11.00 a.m** and in the location specified in the Invitation to Tender.

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

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

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the 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

Notes on the Appendix to the Instruction to Tenderers

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

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	<i>open</i>
2.14.1	<i>Bid bond</i>
2.18.1	27TH MARCH 2020 at 11.00 a.m
2.29.1	27TH MARCH 2020 at 11.00 a.m
2.29.1	<i>5% of tender price</i>

(Complete as necessary)

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

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

3.6 **Patent Rights**

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

3.7 **Performance Security**

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

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

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

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

3.8 **Inspection and Tests**

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

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

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

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

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

3.9 **Packing**

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

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

3.10 **Delivery and Documents**

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

3.11 **Insurance**

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

3.12 **Payment**

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

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

3.13 **Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. **Assignment**

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

3.15 Subcontracts

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

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

- 4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>5% of tender price</i>
3.12.1	<i>Payment will be made after delivery of the goods</i>
3.18.1	<i>dispute resolution will be through arbitration agreeable by both parties from the national bureau of arbitrators</i>

(Complete as necessary)

TENDER EVALUATION CRITERIA

Evaluation will be done in three stages:-

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation

1. PRELIMINARY EVALUATION

The following under- listed documents **MUST** be submitted

1. Certificate of Incorporation or Registration.
2. CR 12 issued in the last 6 months
3. Valid Tax Compliance Certificate.
4. Valid Trade License or Single Business Permit.
5. Duly filled, signed and stamped business questionnaire.
6. Duly filled, signed and stamped form of tender. (Clearly indicate the amount for lots quoted for)
7. Attach a Bid bond **of kshs**

LOT 1 -56,540/=

LOT 2 -78,283/=

LOT 3 -57,780/=

LOT 4 -108,712/=

LOT 5 -74,620/=

from a reputable bank or accredited insurance company. **NB:** If a bidder is bidding for two lots they should have bid bonds for both lots.

8. Bidders must attach manuals, brochures, literature for all equipment proposed to be supplied
9. Bidders should indicate/ commit that there is availability of spare parts and should commit to after sales service agreement.
10. Provision of one-year warranty
11. Manufacturer's authorization:
 - a) A certified copy of valid manufacturer's authorization covering all items the tenderer has tendered.
 - b) A duly signed original statement by the manufacturer indicating that: -

i. The Tenderer is authorized to offer and supply goods that are manufactured by the manufacturer

ii. The Original Manufacturer's Authorization (MA) MUST be on Letter Head, duly signed, stamped and addressed to the County Secretary County Government of Nyeri and should be tender and item specific.

Failure to attach any of the above mentioned documents will lead to automatic disqualification

TECHNICAL EVALUATION

	Evaluation Criterion	%	Score %
1.	Number of years in operation a) Less than 1 year b) 1-5 years c) 6-10 years d) >10 years	10 0 5 7 10	
2.	Past Experience. Provide proof of past experience- Copies of completion certificates/goods received notes signed by the respective clients representatives, as evidence of completed supply of medical equipment. a) 1-3 projects-5marks b) 4-6 projects-10marks b) 7-10 projects -25marks d) >10 projects-30marks	30 5 10 25 30	
3.	Key personnel (attach evidence) Director of the firm Holder of degree /diploma in relevant field--- -10 Holder of certificate in relevant field----- 5 Holder of trade test certificate in relevant field----2 No relevant certificate -----0 At least 1No. diploma key technical personnel in relevant Engineering field(biomedical engineer) With over 10 years relevant experience -----4 With over 5 years relevant experience ----- 3 With under 5 years relevant experience ----- 1	14	
4.	Plant and Equipment. Provide details and proof of ownership of plant, equipment and transport vehicles (give no, type and capacity of each) <i>proof of ownership/lease</i> a) Transport-Vehicles/trucks only b) Shops/offices c) a & b plus other assorted relevant equipment	15 5 10 15	
5.	Audited financial statement for the <u>past two</u> years(2017&2018)signed by the directors and auditors 2years audited accounts-5marks 1year audited accounts-3marks No audited accounts-0marks	5 5 3	

		0	
6.	Financial Capacity. i)Original bank statement for the previous year certified by the respective bank-3marks ii) Turn over greater or equal to 5 times the cost of the project --- 10 iii)Turn over greater or equal to 3 times the cost of the project --- 6 iii)Turn over greater or equal to the cost of the project ----- 4 iii)Turn over below the cost of the project ----- 2	13	
7.	Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc) i)Has financial resources equal or above the cost of the project—10 ii)Has financial resources below the cost of the project ----- -----5 iii)Has not indicated sources of financial resources	10	
8.	Serialization of tender document-3marks Partial serialization-1mark No serialization-0marks	3	
	TOTAL	100	

Only tenders with a technical score of 70% and above out of 100% shall be considered technically responsive hence qualify for financial evaluation.

a) Minimum Technical compliance

Determined by the information given by the tenderer concerning the equipment tendered. Minimum technical specifications must be met. Attach detailed specifications, drawings and catalogues of the equipment to be supplied.

b) Spare parts availability locally

Give a list of major replacement components, mandatory spare parts including tonners of the equipment during its life cycle.

This is to be determined by the information supplied by the tenderer as regards to local firms that deal with stocking of spare parts for the make of equipment. Letters from the local dealers are required. A physical check/due diligence on these dealers may be done to confirm the information.

c) After sales service plan

The supplier should provide an after sale service plan. Including a help desk in case of any queries.

d) The client will ask for samples before any deliveries are made

FINANCIAL EVALUATION CRITERIA

- i) The lowest evaluated financial bid i.e. the unit cost, will be considered per item. If there is a discrepancy between words and figures the amount in words will prevail.
- ii) No bidder will be eligible for more than 2no.of lots
- iii) The bidders Must indicate clearly on the form of tender the lots quoted for
- iv) Bidders must quote for all items in the lot they are bidding for.

NB: Prices that do not reflect the prevailing market price shall be rejected.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

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

5.2 PARTICULARS

[Text of Technical Specifications to be inserted in the tender documents by the Procuring entity, as applicable]

Category	Technical Specifications	Unit of Issue	Quantity	Unit cost	Total Cost	Remarks
Lot 1: Mortuary Equipment and Assorted Hospital Trolleys and related ward accessories	Autopsy Oscillator Saw -230 V~, 50 Hz or 110 Volt~, 60 Hz; 500 Watt; 6,500 up to 24,000; Slim and silent motor producing only 52 – 77 dB(A oscillations, infinitely variable); Safety ON / OFF switch; Vibrations- and maintenance-free; Fully automatic load-compensation over the whole oscillations field; Radio and TV suppressed; 5 meter cable with EU-plug (230 Volt version); Weighs only 1.25 kg without cable, (1.5 kg with cable); Double protection isolation according to class II, medical use of type BF; CE conformity; EN 60601-1, EN 60601-1-2, IEC 60601-1, IEC 60601-1-2 inspected	No	1			
	Body transport trolley complete with stainless steel cover- • Made of grade 304 stainless steel; Size 2000mm x 700mm x 1200mm;Maximum height 700mm;Load capacity 350kg;Body with 4 swiveling 200mm diameter castor wheels 2 with brakes; Minimum one (1) year warranty; The Body transport trolley must be tested on delivery and be supplied within stipulated period	No	1			
	Hydraulic body lift trolley- • Made of stainless steel	No	1			
	• Size 2020mm x 640mm x 380/1700mm					
	• Maximum height 1700mm					
	• Minimum height 380mm					
	• Load capacity 150kg					
	• Body with castor wheels					
	• Operating system- Hydraulic					
	• The hydraulic body trolley must be machine polished.					
	• Minimum one (1) year warranty					
	The hydraulic body lift trolley must be tested on delivery and be supplied within stipulated period.					
	Patient Ward screens: Steel frame 4-fold with curtains and 4 swivel castors wheels.	No	10			
	Drip Stands; Three-way hanger and two-way hanger, Stainless steel free standing on four castors with adjustable height and two hooks.	No	23			
Portable Angle Poise Lamp -Medical portable light supported on a movable stand with four/three wheels. Bulb rating: 24v/50W	No	1				
Linen Trolley; Technical specifications	No	4				
• Receptacle/canvas for dirty linen						
• Should have castors						
• Stainless steel						
• Have 3 racks for clean linen						

	Length: 3ft					
	Width: 2ft					
	Height: 3feet					
	Stainless Theatre Stretchers- complete with mattress and with castor-wheels	No.	3			
	Treatment trolley- Stainless steel, two shelves, sturdy design with castors	No	4			
	Instrument trolley- Stainless steel 3 layers with castors	No	9			
	Dressing trolleys- Stainless with lockable castors wheels	NO	2			
	Patient Food Trolley- Stainless steel insulated, electrical heated 250volts 50hz with robust design and castors wheels.	No	2			
	TOTAL LOT 1					
Lot 2: Medical Equipment	Nebulizer Machine - Specially designed for continuous use; High Nebulizing performance, low consumption; Liquid crystal Display; Built in timer , adjustable up to 120 minutes; Automatic heating mechanism, heat vapor up to 38° C; Constant vapor output; Power supply 240v / 50Hz and 70w, Power supply 240v / 50Hz and 70w; Tray with castor wheels; Light and sound alarm for malfunction and low water level; Oscillator heating protection; Small amount of drugs can be applied (5-7ml); Small amount of drugs can be applied (5-7ml); Nebulization capacity 0-5ml/minute; Polycarbonate Nebulization vessel 650ml; Minimum one (1) year warranty; The Nebulizer must be tested on delivery and be supplied within stipulated period	No	4			
	Pulse oximeter- Adult and Pediatrics 2 each	No	4			
	Bone Marrow set- Pure stainless steel	No	1			
	Oxygen Concentrator (Twin); Twin oxygen concentrator	No	2			
	Extra humidifiers					
	-Rated power 480W					
	-Operation voltage AC220V/110V±10;50/60Hz±1					
	- Oxygen flow 0-3/5/8/10L/min					
	- Oxygen Concentration 93%±3%					
	-Outlet pressure 0.04-0.07Mpa					
	-Alarm Power failure; low & high pressure; temperature; low purity(optional); maintenance(optional)					
	- Sound Level ≤43dB					
	-LCD display Accumulating timing; present timing; Timing					
	-Pressure digital; accumulating timing; present timing; presetting timing temperature digital;					
	- Optional: SPO2 digital; maintenance reminding;					
	-Electrical category Class II Type B					
	- Net weight 26kG					
- Dimension 365*375*600mm						

-Atomization particle $\leq 5\mu$ reaches 90% only for atomization type					
-Low purity alarm (optional)					
-When oxygen purity $\geq 85\%$, the green lamp is on;					
-When oxygen purity is between 85% and 73%, yellow lamp is on;					
-When oxygen purity is $< 73\%$, red lamp is on, indicating low Oxygen					
Resuscitation bag, adult (660x330)	No	1			
Resuscitation bag, infant (750x750)	No	1			
Pneumatic Tourniquet	No	1			
Fetal Heart Monitor; Type: Multicrystal wide – beam transducer. Technique: Autocorrelation.	NO.	1			
Quantity :2 nos (FHR 1, FHR 2)					
Frequency: 1MHz to 2 MHz.					
Intensity: Less than 10mW/Sq cm.					
Resolution: 1BPM.					
Heart Rate counting Range: 30 to 250BPM.					
Printer:					
Facility to print on Inbuilt thermal printer (On thermal paper) as well as on plain paper via any Deskjet/Laser printer (Should provide connectivity for Deskjet/Laser Printer).					
• Paper: Z –fold Pre-printed chart scale.					
• Speeds: 1 to 3cm/ minute.					
Features:					
1. Twin fetal monitoring with TOCO transducers					
2. It should have clinical event marker.					
3. It should have monitoring of Bradycardia & Tachycardia alarm events.					
4. It should have facility to control the volume of FHR sound.					
5. It should have battery backup of 4-6 hours.					
6. Power Supply: 230Vac, 50/60Hz Accessories-1. rechargeable battery along with recharging unit (Charger/ Adaptor).					
2. Should provide a pre-cut non-fray elasticized belt with buckle shall enable easy transducer positioning for more accurate traces.					
3. Vibroacoustic stimulator: Display 1. Minimum 5”.					
2. Actual FHR1 & FHR2 in BPM.					
3. Uterine Contraction/Activity in %.					
4. High / Low FHR limits.					
5. Alarm Message Display.					
6. Battery charging and Low indication.					
Adult Bed Pans Metallic	No	6			

Digital BP MachineBed: Technical specifications; to provide diastolic and systolic pressures and pulse rate. Should have power adaptor including batteries- with AC/DC supply back up Must have capacity to store data and recall mode	No	20			
BP Machine-Heavy Duty; Technical specifications	No	1			
Height rod measures 76 cm - 214 cm.					
• Scale functions include the ability to calculate the patient's BMI.					
• Capacity 500 lb / 220 kg					
• Platform 13 ¾" (w) x 16 ½" (d) x 2 ⅜" (h) 349 mm (w) x 419 mm (d) x 60 mm (h)					
• Power Source: 6 AA batteries included, 120V adapter (not included) Functions: LB / KG Conversion, LB / KG Lock Out, BMI, Zero, Tare, Hold / Release, Auto Zero, Auto Off					
• Wheels: 2 Connectivity: USB, optional Pelstar wireless technology					
Infra-Red Thermometersforensic- (gun Type) Power: AA batteries High sensitivity; With a pointer sensor control with an alternate backup battery casing	No	11			
Stainless steel Baby Cot	No	2			
Sterilizing drums 9x9- Pure stainless steel, Adjustable close sleeve sizes	No	4			
Sterilizing drums 14 x 10' - Pure stainless steel, Adjustable close sleeve sizes	No	10			
Sterilizing drums 14x6- Pure stainless steel, Adjustable close sleeve sizes	No	5			
Sterilizing drums 11x9- Pure stainless steel Adjustable close sleeve size	No	5			
Sterilizing drums 6 x 6'- Pure stainless steel Adjustable close sleeve sizes	No	4			
Oxygen Gauge flowmeter with humidifier	No	10			
Oxygen delivery set with humidifier bottle and flow meter- With duo plastic bottle and hand tight nut	No	7			
Oxygen horse pipes to wall outlet- With lockable push and pull hose pipes lockable clips for easy access	No	4			
Oxygen manifold system with its regulator and valve- Four hose outlets and two lockable slots	No	1			
Oxygen Cart- Carrier with robust design and castors. Locking mechanism for upright cylinders, can carry 11.5kg cylinders.		2			
Phototherapy Unit: Phototherapy based on LED technology equipment with height adjustable mechanism, tiltable lamp covering treatment area. Power supply 220 volt 50-60H2	No	1			

	Suction Machines -Air Minimum flow, 30 litres per minute; Performance classification -; Performance classification -High vacuum, High flow; Two collection bottles of 2 liters each complete with float valves; Charge over valve for selecting the bottle; Power supply 240v / 50Hz, Body with castor wheels, Electrical protection: type B; Class II double insulation; Minimum one (1) year warranty; The suction machine must be tested on delivery and be supplied within stipulated period	No	5			
	General Surgical set for Major surgery , all pieces of pure stainless steel	No	1			
	Defibrillators: Monitor should monitor and display ECG, NIBP. Can be operated from mains 250v 50hz as well as from battery and should be able to print from 80mm thermal roll paper.	No	2			
	TOTAL LOT 2					
Lot 3 : Physiotherapy, Orthopaedic and Occupational Therapy Equipment	orthopedic cast plaster: Specification	No	1			
	• Oscillating Frequency Is Greater Than 12500 Times / Minute. Oscillating Angle 5 Degrees.					
	• Low Noise Optimization Design of Mechanical Structure and Components.					
	• Alloys Saw Long-Time Use.					
	• Soft Tissue Protection Function, Safe and Reliable Use.					
	• Suitable for all Types of plaster Bandage. Especially Suitable for All Types High Polymer Bandage					
	Crush Carts with drug and non-pharmaceuticals compartments on castor wheels -complete with stainless steel drip stand;	No	1			
	Vacuum Pump -Orthopedic vertical vacuum pump with 50ltr storage tank, pressure regulator with power rating of 220 volts 50hz.	No	1			
	Combination therapy machine	No	1			
	-Current types – 16 types with 36 variants					
	-Ultra sound frequency – 1-3 MHZ					
	Continuous/pulsed					
	-Duty cycles 100HZ/S.10,20,50,80%.					
	-No of electrodes 4; Intensity 0-2 w/cm ² continuous					
	0-3w/cm ² pulsing					
	Supply voltage 100-240 + - 10% 50/60 HZ					
	Massagers (Heavy duty massagers)	No	8			
-3 D massagers						
-Accessories – Foam rubber applicator						
- Birled foam applicator						
- Hyperemia brush synthetic						
With two speed control switch and two massager output						
-Voltage 220 -240 v/50Hz						
0-3w/cm ² pulsing						
Supply voltage 100-240 + - 10% 50/60 HZ						
Commode Wheel Chairs (Standard)	No	1				

pulley set: Wall mounting unit, with Two Pulleys, Rope and Two Handles, that can provide reciprocal, assistive & resistive exercises of the elbow and shoulder. Oven baked finish.	No	1			
• For mobilizing the stiff shoulder joint					
• For frozen shoulder					
• Improves ROM in shoulder joint					
Standing Aid For children with cerebral palsy, delayed milestones	No	1			
Electrical Space Heater with two elements, 230V-50Hz 400W/800W	No	1			
Physiotherapy Dumbbells Graduated Set; Of varying Kgs 1kg, 1.5kg, 2kg, 2.5kg, 3kg, 3.5kg, 4kg, 4.5kg. & 5kg with an organized storage of dumbbells that are of Low maintenance, Sturdy design, User friendly, Optimum performance, Strong construction and Long functional life	No	1			
Static bicycle: • Friction -Free Magnetic Resistance	NO	1			
• 16 Motorized Fitness control levels					
• 18 Programs					
• Smooth and quiet drive-belt system					
• Fully adjustable seat Fore/Aft and Up/Down					
• Hand pulse sensor					
• Bluetooth					
• USB/Charger					
• LCD computer					
• Front transport wheels					
• Heavy Duty Steel Frame					
• Large soft gel seat					
• Max user weight 150kg					
• 1180 x 275 x 815mm					
Tripod walking stick + walking stick; Aluminum frame and plastic handle	No	7			
Swiss Ball (small and Big)	No	2			
Ripple mattress- complete with electric pump and connections 240V power supply	No	8			
Gonio Meter (Big): Material: transparent plastic. Dimensions: 30cm,20cm, and 15cm Markings: Cm and Inch linear with 0 ⁰ -180 ⁰ in 1 ⁰ increments	No	5			
Gonio Meter (Medium: Material: transparent plastic. Dimensions: 30cm,20cm, and 15cm Markings: Cm and Inch linear with 0 ⁰ -180 ⁰ in 1 ⁰ increments	No	5			
Easy grip pegs/ Board plastic. - Material: reinforced colored plastic. Dimensions: 15mm thick lined with 5mm rubber	No	2			
Heat Gun- Rated voltage 240v; Rated power 1750 watts	No	1			
Toothbrush Massager	No	3			
Commercial Bio Impedance Analyzer Machine	No	1			
Hydro collator completes with Hot Packs	No	6			

	Pack Heater Hydrocollator- Material: stainless steel. Power: 250 volts 50hz. Power consumption: 1000W, Tank capacity: 70ltrs, Safety class: type B with thermal cutout	No	1			
	Adjustable Ladder: 5 step antiskid folding ladder with wide steps.	No	2			
	Orthopedic Oven Technology: Material stainless steel with rubber lined stand	No	1			
	Dimensions w.900xD.700xH.900mm, Weight 115kg, power supply 220 volt 50-60H2 Digital temperature control with audible alarm.					
	TOTAL LOT 3					
Lot 4: Dental, Laboratory and ENT /Ophthalmology Equipment	Dental Curing bath		1			
	Dental Lab Machine/X-ray; Specification	No	1			
	IOPA / OPG - orthopantomogram, wall mounted, single phase,240Volts Supply 50HZ					
	Deionizer Machine; Technical specifications	No	1			
	Constant water quality capacity 450Litres, (at 10Degrees total salinity and a conductivity limit of 20 micro/Secs/cm; flow rate 65L/h;measuring range					
	Ion exchange system with single use Cartridge					
	230/110 VAC					
	Pre filter set					
	230/110 VAC					
	Constant water quality					
	Capacity: 450 l at 10 total salinity and conductivity limit of 20 µS/cm					
	Flow rate: 65L/h					
	Measuring range: 0- 30 µS/cm					
	LED measuring device					
	Device, tubing, filter cartridge.					
	Accessories					
	Pre filter set (pre filter housing, pre filter tube set)					
	Consumable					
	Cartridge					
	Spare profiler (2)					
Flexible & Movable Laboratory hospital chair- Adjustable laboratory chair with wheels, backrest and foot rest.	No	5				
Indirect Ophthalmoscope binocular, omega 500, unplugged, wireless head worn with charger with Led and XHL illumination, Accessories Volk lens pan retinal 2.2	No	1				
Stainless steel ridged nasal 0⁰endoscope-4mm	No	2				
Stainless steel Heyman Nasal Turbinectomy Scissors- Small 9cm; Medium 9.5cm; Large 11 cm x 2 Pcs each	Pcs	6				
Stainless steel Rhino force Nasal scissors- Straight 13cm; Curved to the right 13cm; Curved to the left 13cm; Curved upwards 13cm; Curved downwards 13cm X 2pcs each	Pcs	10				

Stainless steel Aiach Cartilage Suture Forceps- For cartilage suture, with teeth, triangular-shaped, with guiding slits 10cm	Pcs	2			
Stainless steel Aiach Septal Material Harvesting Forceps- Angled Strong 12cm	Pcs	2			
Stainless steel Aiach, Sunction Elevator- Distal end slightly curved, with stylet 18.5cm	Pcs	2			
Stainless steel Frazier frontal sinus suction – Curved 13cm working length	Pcs	1			
Stainless steel Sulsenti Elevator- Double ended Graduated 22.5cm	Pcs	1			
Stainless steel Cottle Retractor- Two sharp prongs 15cm	Pcs	2			
Cottle Ala Protector 10.5 x30mm x 16cm; and 10.5 x 12mm x 16cm	Pcs	2			
Stainless steel Bull Nasal Saws- With narrow and fine-toothed cutting blade with rounded guard at the end, Bayonet shaped, right x 18.5cm x 1pc; and Bull Nasal Saw With narrow and fine-toothed cutting blade with rounded guard at the end, Bayonet shaped, left 18.5cm x 1 pc	Pcs	2			
Nasal Rasp- Double-ended, fine 21.5cm x 2pcs; Double-ended, coarse 21.5cm x 2pcs; Tungsten carbide, double-ended, rasp blades, coarse 20.5cm x 2pcs; Tungsten carbide, double-ended, rasp blades, coarse and medium 20.5 Cm x 2pcs; Tungsten carbide, double-ended, rasp blades, medium and fine 20.5cm x 2pcs; Tungsten carbide, double-ended, rasp blades, fine, Rasp blades 20.5cm x 2pcs	Pcs	12			
Cottle Bone and Cartilage Crusher- Round to press pieces of bone up 4cm, evenly extended in all directions x 2pcs	Pcs	2			
Ruler-Flexible, stainless steel 20cm	No	2			
Tissue Forceps- Bayonet shaped, 16cm	No	2			
Cottle Columella Clamp 11cm	Pc	2			
Osteotome- Flat straight rounded corners with finger grip for control osteotome guidance, width 10mm length 13cm x 1pc; Flat straight rounded corners with finger grip for control osteotome guidance, width 12mm x 13cm length x 1 pc; Flat straight rounded corners with finger grip for control osteotome guidance, width 14mm x 13cm x 1pc	Pcs	3			
Claus Septum Chisel- With V-shaped cutting edge, Bayonet shaped, width 5mm x 16.5cm x 1pc	Pc	1			
Cottle Mallet- 18cm length	pc	1			
Marking Instrument for Nasal tip Support- Straight with ball with Half cup x 11cm	pc	1			
Intranasal Needle holder- 9cm	pc	1			
Cartilage Suture Forceps- With teeth, triangular shaped, with guarding slits 10cm	Pc	2			
Nasal Clump Osteotome with guide set with guide, osteotome and sliding mallet	pc	2			

Blakesley-nasal forceps- Straight size fenestrated cupped forceps 3.2mm Working length 11cm x 2pcs; Upturned 45 ⁰ fenestrated cupped forceps 4.2cm Working length 11cm x 2pcs; Straight fenestrated cupped forceps Size 4.2cm Working length 12.5cm	pcs	12			
X 2pcs; Angled90 ⁰ Small size 4.2cm Working length 12.5cm x 2pcs; 90 ⁰ angled Small size Working length 11cm x 2pcs; Straight Medium size Medium size Working length 12.5cm x 2pcs	pcs	2			
Through cut nasal cutting forceps- straight working, length 11 cm x 2pcs; Upturned	No	8			
Working length 11cm x 2pcs; Upturned 45 degrees, working length 11cm x 2pcs; Upturned 90 ⁰ Working length 11cm x 2pcs;					
Pediatric backbiting forceps- Upside backward biting sheath slightly curved 3.5x4.5 mm bite size downwards Working length 11cm x 1 pc; Upside backward biting sheath slightly curved upwards 3.5x4.5 mm bite size Working length 11cm x 1pcs; Upside backward biting sheath slightly curved downwards 3.5x4.5 mm bite size Working length 11cm x 1 pc;	No	3			
Rotating antrum punch - 360 ⁰ rotation backward biting with set screw, straight sheath, extra slender Working length 11cm x 1pc; 360 ⁰ rotation backward biting with set screw, sheath slightly curved upwards, extra slender Working length 11cm x 1pc; 360 ⁰ rotation backward biting with set screw, sheath slightly curved downwards, extra slender x 1pc	No	3			
Suction tube Suction tube- For frontal sinus with ball end and cut off whole Diameter 2.5mm, length 14.5cm x 2pcs; For antrum with ball end and cut off whole Diameter 3mm, length 14.5cm x 2pcs; For antrum with ball end and cut off whole Diameter 2.5mm, length 14.5cm x 2pcs; For antrum with ball end and cut off whole Diameter4.mm, length 14.5cmm x2pcs; For antrum with ball end and cut off whole Diameter 5mm, length 14.5cmm x 2pcs;	No	10			
Antrum curette- Double ended, with different angulation (20 ⁰ and 45 ⁰) Oval Backward cutting x 2pcs; Double ended, with different angulation (550 and 600) Oval, Forward cutting x 2pcs	No	4			
Frontal sinus seeker - Double ended one tip straight, one tip reverse annulation x 2pcs;	No	2			
Freer suction elevator- With stylet, With stylet, Length 19cm	No	2			
Nasal mushroom punch- Straight Diameter 4.5mm, Circular cutting, working length 18cm x 1pc; Upturned 65 ⁰ Diameter 4.5mm circular cutting Working length 18cm x 1pc;	No	2			
Giraffe forceps- Cupped jaws 55 ⁰ upturned Vertical opening Jaws diameter 3mm Working length 12cm x 1pc; Cupped jaws, 55 ⁰ upturned, horizontal opening Jaws diameter 3mm, Working length 12cm x1 pc	No	2			
Hopkins forward oblique telescope 0 ⁰ , 4mm diameter, length 18cm compatible with Olympus camera. Must be compatible with the existing urology / Laparoscopic telescopic tower	No	1			

Hopkins lateral telescope 70°, 4mm diameter, length 18cm compatible with Olympus tower. Must be compatible with the existing urology / Laparoscopic telescopic tower; Minimum one-year warranty. Spare batteries should be available. Guaranteed after sales service. User manual required. On sight training and commissioning	No	1			
LED Headlight KS70, Lightweight model with white light, control unit, and rechargeable battery box at headband and charging device with rechargeable batteries	No	1			
Heine Oscopes consisting of otoscope head, fiber optic light transmission incorporated, 4 ear specula, spare lamp 2.5 volt and handle including 2 batteries with rechargeable unit. Pure stainless steel. Minimum 2 years warranty, Requires user manual	No	1			
Jobson Horne Wax Hooks 13cm, Pure stainless steel. Must be autoclavable	No	4			
Laryngeal mirrors with unscrew able handle size 8, Pure stainless steel. Must be autoclavable	No	4			
Hartmann nasal specula for children 13cm, Pure stainless steel. Must be autoclavable	No	2			
Hartmann nasal specula for adults 13cm, Pure stainless steel. Must be autoclavable	No	2			
Luer nasal suction tubes conical, working length 11cm O.D 3mm Pure stainless steel. Must be autoclavable	No	2			
Luer nasal suction tubes conical, working length 11cm O.D 3.5 mm Pure stainless steel. Must be autoclavable	No	2			
Hartman ear forceps, very fine, serrated working length 8 cm, Pure stainless steel. Must be autoclavable	No	2			
Hartman ear forceps alligator type serrated jaws, working length 8cm, Pure stainless steel. Must be autoclavable	No	2			
Teeth protector, silicone autoclavable, can also be used as an inlay in metal teeth protector.	No	1			
Klein Asser Needle Holder, delicate, straight, serrated jaws size 1.8 x 3.5mm, sheath conically reinforced from distal to proximal end, with ratchet, with cleaning connector, working length 23 cm	No	1			
Klein Asser micro laryngeal Scissors, straight, with cleaning connector, working length 23cm	No	1			
as per specifications Klein Asser Knot tier, working length 23cm	No	1			
Pure Stainless-steel Klein Asser ligature Needle, curved to left, working length 23cm	No	1			
Pure Stainless-steel Klein Asser ligature Needle, curved to right, working length 23cm	No	1			
Pure Stainless-steel Klein Asser Knife sickle shaped curved, pointed, working length 23cm	No	1			
Pure Stainless steel Kleinsasser Suction and coagulation cannula, outer diameter 3 mm, working length 26 cm, for use with unipolar High frequency Cords 26005M / 26004 M/ 26006 M	No	1			

Pure Stainless steel Kleinsasser Knife oval, straight working length 23cm	No	1			
Pure Stainless-steel Freer elevator, double ended, semi sharp and blunt, length 20cm	No	2			
Pure Stainless steel Kleinsasser operating laryngoscope 180mm, adult (anterior commissure) (Karl Storz) + Fiber optic light carrier	No	1			
Pure Stainless steel Reicker Kleinsasser Laryngoscope holder and Chest support for Kleinsasser operating laryngoscope for adults. Ring 9.5cm, rod length 34cm	No	1			
Pure Stainless steel Kleinsasser Pediatric operating laryngoscope 13 cm +fiber optic light carrier (KARL STORZ)	No	1			
Must have a light carrier, compatible with karlstorz or Olympus light source Reicker – Kleinsasser Laryngoscope holder and Chest Support for Kleinsasser operating laryngoscope for children. Ring 9.5cm rod length 24cm.	No	1			
Must be compatible with ((Karl Storz)) Kleinsasser laryngeal biopsy forceps, heavy with 4mm round cupped jaws, working length 23cm, straight	No	1			
Compatible with (KARL STORZ) Kleinsasser laryngeal cutting forceps with round 2mm cupped jaws, working length 23cm	No	1			
Must be compatible with(KARL STORZ) Kleinsasser Micro laryngeal forceps 2mm cup, length 23cm - straight cup	No	1			
pure stainless-steel Universal biopsy cupped forceps, 3mm diameter, length 25cm	No	1			
pure stainless-steel Tubular circular 3mm cupped forceps OD3mm length 30cm	No	1			
pure stainless steel Kleinsasser Micro laryngeal scissors straight 23 cm	No	1			
pure stainless-steel Laryngeal insulated cannula for suction and coagulation OD 3mm length 23cm	No	1			
pure stainless steel Kleinsasser Laryngeal injection needle, LUER – lock, straight working length 23cm	No	1			
pure stainless steel Kleinsasser laryngeal knife working length 23cm, curved pointed	No	1			
pure stainless-steel Laryngeal elevator with suction channel, working length 23 cm	No	1			
pure stainless-steel Laryngeal Suction tube, ball end 2mm working length 23cm	No	1			
pure stainless steel Kleinsasser suction tube, O.D 2.5mm, working length, 23cm	No	1			
pure stainless steel Kleinsasser suction tube, O.D 3mm, working length, 23cm	No	1			
pure stainless steel Kleinsasser suction tube O.D 3mm, working length 35cm	No	1			
pure stainless steel Kleinsasser laryngeal biopsy forceps, heavy with 4mm round cupped jaws,	No	1			

working length 23cm, straight					
Spongostan special Boxes of 20's Non-Pharms from preferable Johnson & Johnson	No	2			
steel Ear grommets (shepherd) Non-Pharms from preferable Johnson & Johnson	No	20			
Freer Suction elevator, with stylet, blunt, length 21cm	No	1			
Freer- Joseph elevator, double ended delicate, semi sharp and sharp, length 20cm	No	1			
Cottle nasal speculum, delicate, without nasal screw, blade length 35mm, length 13cm	No	2			
Frazier suction tube, with cut off hole and stylet, angled, total length 17.5 cm, working length 0cm, outer diameter 5Fr./1.5mm	No	2			
Cottle columella clamp length 11cm	No	1			
Hone ARKANSAS oil stone, wedge shaped, size 10mm x 4 cm	No	1			
Kilner alar retractor, two sharp points, width 10mm. length 8.5 cm	No	1			
pure stainless-steel Takahashi nasal forceps, straight working length 11mm	No	1			
pure stainless-steel Blakeley Rhino force nasal forceps, straight, working length 11cm, Size 1.	No	1			
pure stainless steel Blakesley Rhino force nasal forceps, straight, working length 11cm, Size 3.	No	1			
pure stainless-steel Rhino force Stammberger Antrum punch, working length 10cm upside backward cutting	No	1			
pure stainless steel Stammberger Rhino force forceps cupped jaws, vertical opening, 65° upturned, working length 12cm, cupped jaws 3mm.	No	1			
pure stainless-steel Antrum curette, round, length 19cm	No	1			
pure stainless-steel Antrum curette small size, forward cutting, length 19cm	No	1			
pure stainless-steel Sickle knife, round tip, length 19cm double cutting	No	1			
pure stainless-steel Kuhn Bolger frontal sinus curette, small oblong, 55° curved, forward cutting, length 19cm.	No	1			
pure stainless steel Blakesley Wilde Rhino force nasal forceps, 45° upturned, working length 13cm, Size 2.	No	1			
pure stainless steel Rhinoforce nasal scissors, straight, working length 13cm.	No	1			
pure stainless steel Blakesley nasal forceps, straight, working length 11cm size 2	No	1			
pure stainless-steel Trocar and canula for sinoscopy oblique beak, outer diameter 3.3mm, length of the canula 7.5 cm, for use with Hopkins telescopes with diameter 2.7mm	No	1			
pure stainless steel Eicken Antrum cannula, Luerlock, long, curved, outer diameter 3mm length 12.5cm	No	1			

	pure stainless-steel Freer elevator, double ended, length 20cm	No	2			
	pure stainless steel Cottle elevator double ended semi sharp and blunt, graduated, length20cm	No	1			
	pure stainless-steel Sickle knife, length 19cm, pointed	No	1			
	pure stainless-steel Frazier suction tube with mandarin and cut off hole working length 10cm,9Fr.	No	1			
	pure stainless-steel Blakeley Rhino force nasal forceps straight working length 13cm size 1	No	1			
	pure stainless-steel Trocar and canula for sinoscopy OD 5mm	No	1			
	pure stainless-steel Nasal septum needle LUER lock angular	No	1			
	pure stainless-steel Probe double ended, ball ended, Length 19cm	No	1			
	TOTAL LOT 4					
Lot 5: Workshop Tools and Equipment and Portable Generators	Portable Diesel Engine Generators 12-KVA	No	9			
	· Reliable and economical air-cooled diesel engines equipped with large size exhausts for low noise levels available in both open and canopied configurations.					
	· High efficiency square core alternators providing increased power output and enabling operation of sensitive electronic equipment.					
	· DC output charging.					
	· Integrated control panel with voltmeter for operational convenience.					
	· Fuse less type over current protection.					
	· Oil alerts systems to stop engine in the event of low oil.					
	· High capacity fuel tank for extended operation.					
	· Fitted with AMF auto start facility which when combined with an optional ATS power change over panel enables fully automatic power failure operation (not open sets)					
	· Strong tubular frame for protection and ease of handling (open sets)					
	· Silent models further strengthened canopy on castors limits noise to min 70 Dba @ 7m.					
	· 1*240(Voltage) and 12 KVA (Max) output					
	· Acoustic set with AMF, noise level: 70 dBA@7M					
	· Given outputs are sea level rating. Sets should be derated at 1% for every 100m higher than 100m above sea level, and 2% for every 5°C temperature above 20°C					
	· Alternator: Brushless, self-exciting, 2 pole					
	· Voltage Regulator: AVR					
	· Speed: 3000 rpm					
· Length (mm) 1150, Width (mm) 670, Height (940) and Weight (Kg) 295						
Ladder; • Versatile utilities	No	1				

• The construction is well built as well as foldable					
• It is handy and light in weight					
• Hinges with automatic lock system					
• It can be used in Household or at work site					
• Super quality aluminum body					
• Convincing rubber feet					
• Up to 150 Kg capacity					
• Multi-Purpose Aluminum Ladder has 20 steps.					
• 20 feet / 6m is the Maximum expandable length (Approx.					
Weighing Machine- Capacity of 250 kg, complete with assorted weights for measuring goods (bags of sugar, cabbages etc.)	No	2			
Adult Weighing scale with Height meter: Digital display Power supply: rechargeable batteries and power adaptor, Capacity: 300kg x100g increments, including power guard	No	4			
Digital Infant weighing scale with electric adaptor	No	1			
Walking Aluminum Frames	No	3			
Vestibular - wedge/ board	No	2			
Maintenance toolkit; Components	Kit	1			
• Allan key(set)					
• Pliers					
• Torx					
• Side cutter					
• Hacksaw					
• Hammer					
• Mallet					
• Cold chisel					
• Box set with ratchet					
• Screw driver, start, flat(set)					
• File					
• Long nose pliers					
• Drill bit (for metal work)					
• Tape measure					
• Digital voltmeter					
TOTAL LOT 5					

SECTION VI- SCHEDULE OF REQUIREMENTS

Number	Description	Quantity	Delivery schedule (shipment)
--------	-------------	----------	------------------------------

Weeks/months from _____¹

In

¹ The Procuring entity must specify here the date from which the delivery schedule will start. That date should be either the date of the contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Tender Form should include only a cross reference to this Schedule.

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer _____

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 install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

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 <ul style="list-style-type: none"> • Citizenship details • 																																								
	Part 2 (b) Partnership																																								
	Given details of partners as follows:																																								
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 25%;">Citizenship</th> </tr> <tr> <th>Details</th> <th>Shares</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship	Details	Shares			1.			2.			3.			4.		
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	Part 2 (c) – Registered Company																																								
	Private or Public																																								

	<p>.....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.			2.			3.			4.			5		
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- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (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)

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary