

**ORIGINAL**

**KENYATTA NATIONAL HOSPITAL OTHAYA ANNEX**



**NATIONAL OPEN TENDER  
TENDERDOCUMENT FOR**

**SUPPLY AND DELIVERY OF DRY FOODS (Reserved for Youth,  
Women and Persons with Disability)**

**TENDER NO: KNHO/T/22/2020-2021**

**THE DIRECTOR,  
KENYATTA NATIONAL HOSPITAL OTHAYA, P.O BOX  
541 - 10106, OTHAYA.**

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**SECTION I - INVITATION TO TENDER  
KENYATTANATIONALHOSPITAL  
OPEN NATIONAL TENDER NOTICE**

Kenyatta National Hospital invites Bidders who are technically and financially capable to supply the following und mentioned item as listed below.

No.	Tender No.	Description	Closing date
1	KNHO/T/22/2020-2021	Supply and Delivery of Dry Foods	27/11/2020

Interested eligible candidates may obtain further information and inspect the Tender Documents at the **Supply Chain Management** department located at the **Kenyatta National Hospital Othaya Annex** from **Monday to Friday** between **9:00am to 4:00pm**. Tender documents with detailed Specifications and Conditions can be downloaded free of charge from the KNH Website ([www.knh.or.ke](http://www.knh.or.ke)) or [www.tenders.go.ke](http://www.tenders.go.ke), Public Procurement Information Portal. Hard copies can be obtained from the office of the **Supply Chain Management** department located at the **Kenyatta National Hospital Othaya Annex** from **Monday to Friday** between **9.00 a.m. to 4.00 p.m.** upon payment of a non-refundable fee of **Kshs.1,000.00** per tender document via **Mpesa paybill No. 7146311, Account Number –Name of Supplier** and obtain an official receipt from Cash Office ( Administration Block) or bankers Cheque made payable to Kenyatta National Hospital Othaya Annex .

Bidders who choose to download the tender documents from the website free of charge shall immediately email their name and contact details (cellphone number, email, and company name) to: [procurementothaya@gmail.com](mailto:procurementothaya@gmail.com) for records and communication of any tender clarifications and addenda.

Completed tender documents must be returned as specified in the tender document and deposited in the Tender Box situated at the **Kenyatta National Hospital Othaya Annex**, before **13<sup>th</sup> October 2020 at 10.00am** and be addressed to:

**The Director  
Kenyatta National Hospital Othaya Annex  
P.O Box 20723-00202  
Nairobi.**

So as to be received on or before 27/11/2020 at 10.00am at 10.00am.  
**CHIEF EXECUTIVE OFFICER**

**Supply and Delivery of Dry Foods 2018-2019**

## SECTION II - INSTRUCTIONS TO TENDERERS

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

### **2.1 Eligible Tenderers**

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

### **2.2 Eligible Equipment**

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

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Hospital, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Ksh 1000.00

## **Supply and Delivery of Dry Foods 2018-2019**

2.3.3 The Hospital shall allow the tenderer to review the tender document free of charge before purchase.

## **2.4. Contents of Tender Document**

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

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

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

## **2.5 Clarification of Tender Documents**

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Hospital in writing or post at the Hospital's address indicated in the invitation for tenders. The Hospital will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of tenders, prescribed by the Hospital. Written copies of the Hospital response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

## **2.6 Amendment of Tender Documents**

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

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- 2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Hospital, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising the Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
  - (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) tender security furnished in accordance with paragraph 2.14
  - (e) Confidential Business Questionnaire

## **2.9 Tender Form**

- 2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.
- 2.10.1 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

## **2.11 Tender Currencies**

- 2.11.1 Prices shall be quoted in the following currencies:
- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings and
  - (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or another freely convertible currency.
  - (c) Cost of installation and commissioning will be in Kenya Shillings.



## **2.12 Tenderers Eligibility and Qualifications**

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

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

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

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

2.13.1 Pursuant 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 equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 equipment
- 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 equipment for a period of two (2) years, following commencement of the use of the equipment by the Hospital: and
- c) a clause-by-clause commentary on the Hospital Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions from the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary 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

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catalogue numbers designated by the Hospital in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Hospital's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.
- 2.14.3 The tender security is required to protect the Hospital against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Hospital as non-responsive, pursuant to paragraph 2.22
- 2.14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Hospital.
- 2.14.6 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
- 2.14.7 The tender security may be forfeited:
- a) if a tenderer withdraws its tender during the period of tender validity specified by the Hospital on the Tender Form; or
  - b) in the case of a successful tenderer, if the tenderer fails:
    - i) to sign the contract in accordance with paragraph 2.27
    - 1. or
    - ii) to furnish performance security in accordance with paragraph 2.28
    - c) If the tenderer rejects correction of an arithmetic error in the tender.

## **2.15 Validity of Tenders**

- 2.15.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Hospital, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Hospital as non-responsive.
- 2.15.2 In exceptional circumstances, the Hospital may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

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

- 2.16.1 The Hospital shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 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. 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 Hospital at the following address to:-

The Director  
Kenyatta National Hospital Othaya  
P.O Box 541-10106

### **Othaya**

- (b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE 27/11/2020 at 10.00am”
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Hospital will assume 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 Hospital at the address specified under paragraph 2.17.2 or deposited in the tender box not later than 27/11/2020 at 10.00am on the closing date of the tender.
- 2.18.2 The Hospital may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Hospital and tender candidates previously subject to the deadline will therefore be subject to the deadline as extended.

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

## **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 Hospital 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 or fax, 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

## **2.20 Opening of Tenders**

The Hospital will open all tenders in the presence of tenderers' representatives who choose to attend on 27/11/2020 at 10.00am in Kenyatta National Hospital Committee Room.

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

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

2.20.2 The Hospital 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 Hospital may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

## **2.22 Preliminary Examination and Responsiveness**

### **Supply and Delivery of Dry Foods 2018-2019**

- 2.22.1 The Hospital will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Hospital may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of a tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Hospital will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Hospital's determination of a tender's responsiveness is to be based on the content 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 Hospital 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 Hospital will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

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

- 2.24.1 The Hospital will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The Hospital's evaluation of a tender will exclude and not take into account;
  - (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
  - (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Hospital evaluation of a tender will take into account, in addition to the tender price and the price incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

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

(a) *Delivery schedule*

- (i) The Hospital requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the Hospital be required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenderers will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Hospital may consider the alternative payment schedule offered by the selected tenderer.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back up. Documentary evidence and locations of such back up must be given. Where tenderer offers items without such back up in the country, he must give documentary evidence and assurance that he will establish adequate back up for items supplied.

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

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

## **2.25 Contacting the Hospital.**

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

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

## **2.26 Award of Contract**

(a) **Post-Qualification**

### **Supply and Delivery of Dry Foods 2018-2019**

- 2.26.1 In the absence of pre-qualification, the Hospital will determine to its satisfaction whether the tenderer that selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Hospital deems necessary and appropriate.
- 2.26.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Hospital will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**(b) Award Criteria**

- 2.26.4 The Hospital will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.26.5 To qualify for contract awards, the tenderer shall have the following:
- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - b) Legal capacity to enter into a contract for procurement
  - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - d) Shall not be debarred from participating in public procurement.

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

- 2.26.6 The Hospital reserves the right to accept or reject any tender, and to annul the tendering process and reject tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer on the grounds for the Hospital's action
- 2.26.7 The Hospital may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination
- 2.26.8 The Hospital shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

### **2.27 Notification of Award**

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

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

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

### **2.28 Signing of Contract**

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

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

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

### **2.29 Performance Security**

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

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Hospital may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.30 Corrupt or Fraudulent Practices**

2.30.1 The Hospital requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.



- 3.30.2 The Hospital will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.18.3	<b>Bulky Tenders</b>  Bulky tenders, which will not fit in the tender box, shall be received by the Hospital on the closing day between 8.30 and 9.45 and put in the cartons placed next to the tender box.
2.25.1	<b>Preference</b> The Hospital shall not allow preference in the evaluation of tenders
2.27.5	<b>Varying of Quantities</b> The Hospital reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements by 10%
2.27.4	<b>Right to award Contract:-</b>  The Hospital reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.

**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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

### **3.1 Definitions**

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

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

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Hospital for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Country of Origin**

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

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

## **Supply and Delivery of Dry Foods 2018-2019**

- 3.5.2 The tenderer shall not, without the Hospital prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Hospital and shall be returned (all copies) to the Hospital on completion of the Tenderer's performance under the Contract if so required by the Hospital

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

- 3.7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Hospital the performance security where applicable in the amount specified in Special Conditions of the Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Hospital as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the Hospital and shall be in the form
- a) Cash
  - b) Bank Guarantee
  - c) Such insurance guarantee approved by the Authority
  - d) Letter of credit.
- 3.7.4 The performance security will be discharged by the Hospital and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Hospital or its representative shall have the right to inspect and/or to test the equipment to confirm the conformity to the Contract specifications. The Hospital shall notify the tenderer in writing in a timely manner, 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. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Hospital.

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- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Hospital may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to meet specification requirements free of costs to the Hospital.
- 3.8.4 The Hospital right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Hospital 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 the Contract.

### **3.9 Packing**

- 3.9.1 The tenderer shall provide such packing and packaging of the equipment 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 equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Hospital in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

- 3.11.1 The equipment 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 Hospital as specified in the contract

### **3.13 Prices**

- 3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not vary with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices stated by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

## **Supply and Delivery of Dry Foods 2018-2019**

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price. No variation will be accepted within the 1<sup>st</sup> 12 months of the contract.

3.13.4 Price variation requests shall be processed by the Hospital within 30 days of receiving the request.

### **3.14. Assignment**

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

### **3.15. Subcontracts**

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

### **3.16. Termination for Default**

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

(a) if the tenderer fails to deliver any or all of the equipment / the reagents within the period(s) specified in the Contract, Local Purchase Order or within any extension thereof granted by the Hospital

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

(c) if the tenderer, in the judgment of the Hospital has engaged in corrupt or fraudulent practices while competing for or in executing the Contract

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

### **3.17. Termination for convenience**

### **3.18. Liquidated Damages**

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the Hospital shall, without prejudice to its other remedies under the contract, deduct from the contract price 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.

### **3.19. Resolution of Disputes**

## **Supply and Delivery of Dry Foods 2018-2019**

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

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

### **3.20. Language and Law**

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

### **3.21. Force Majeure**

3.21.1 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.

### **3.22 Notices**

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

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

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

### **4.2 Payment Terms**

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

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

### **Supply and Delivery of Dry Foods 2018-2019**



### **4.3 Prices**

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

### **4.4 Delivery and installation of equipment.**

- (a) Delivery and installation of equipment shall be made by the tenderer to the Hospital and in accordance with the time schedule prescribed by contract between the Hospital and the parties in the Local Purchase Orders.
- (b) If at any time during the performance of the Contract, the tenderer should encounter conditions impeding timely delivery of the Goods, the tenderer shall promptly notify the Hospital in writing of the fact of the delay, its likely duration and its causes. On receipt of the tenderer's notice, the Hospital shall evaluate the situation and may at its discretion extend the tender's time for delivery with or

without liquidated damages, in which case the extension shall be ratified by the Hospital by amendment of the Local Purchase Order.

(c) Except as provided under the General Conditions of contract paragraph 3.21 delay by the tenderer in the performance of its delivery obligations shall render the tenderer liable to the imposition of liquidated damages pursuant to paragraph 3.18 unless an extension of time is agreed upon pursuant to paragraph 2 (b) above without application of liquidated damages.

- (d) Upon delivery and completion of installation testing and commissioning and acceptance of the equipment,

the tenderer shall notify the Hospital and forward the following documents to the Hospital:

- (a) Copies of the supplier invoice showing equipment description, quantity, unit price, total amount and Local Purchase Order number (LPO).
- (b) Delivery note giving details as (i) above.
- (c) Certificate of Origin.
- (d) Duly certified commissioning document of the Hospital

The Hospital with the arrival of the Goods shall receive the above documents, and if not received, the Goods will be rejected and the tenderer will be responsible for any consequent expenses.

### **4.5 Standards**

(i) The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials or workmanship (except when the design and/or material is required by the Hospital's specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in the Hospital.

(ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. the supplier shall either:

(a) make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the Hospital, or

(b) Replace such Goods with the ones that conform to the specifications in the contract at his own costs.

#### **4.6 Ownership Transfer:-**

Ownership of the goods is transferred to Kenyatta National Hospital after acceptance of quality of the goods. If the goods are rejected they shall be collected as promptly as possible but not later than 7 days failure to which demurrages charges shall accrue at rate of 2% of the total value and be disposed after 21 days at suppliers cost

**4.7** The Tenderers shall submit a statement confirming that they have not been debarred from participating from public procurement.

#### **4.8 Dispute Resolution.**

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

**SECTION V - TECHNICAL SPECIFICATIONS**

**5.1 GENERAL**

- 5.1. These specifications describe the basic requirements for equipment. 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 specification requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in the 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

**SPECIFICATIONS**

<b>NO</b>	<b>ITEM</b>
1.	<b>MAIZE MEAL</b>
	Should be white in colour
	Should be in 12 x 2 kg bale Packaging
	Should be sifted flour
	Should not be coarse
	Husks should not be visible
	Should be fully refined
	Should conform to grade 1 sifted maize meal standard as laid down by the food drugs and chemical substances Act Cap 254 L.O.K.
	Should be from Licensed Reputable Miller
	Should have the milling/Expiry dates factory labeled.

	Should confirm to the labeling requirements as stipulated in the food drugs and chemical substances act cap 254 L.O.K Packet must be marked KNH
<b>2.</b>	<b>SUGAR</b> Should be in 50kg bag with properly sealed inner plastic bag Should be white granules Should not have foreign particles Should have manufacturing/expiry dates factory labeled Should conform to KEBS standards and the food Drugs and chemical substance Act cap 254 L.O.K Should be labeled in accordance to the food Drugs and chemical substance Act cap 254 L.O.K Package should safe guard the hygienic nutritional, technological and organoleptic qualities of the sugar and should be clean, sturdy, and strongly sewn or sealed.
<b>3.</b>	<b>BEANS (ROSECOCO, NYAYO MWITEMANIA OR EQUIVALENT)</b> Should be in 90kg bag Should be selected i.e. free from stones and other particles Should be free from weevils or other infestation Moisture content should not be less than 10% and not more than 15% Should readily cook under normal cooking condition Should not be machine dried Package should safe guard the hygienic, nutritional, technological and organoleptic qualities of beans and should be clean, sturdy and strongly sewn and sealed.
<b>4.</b>	<b>PURE CORN OIL</b> Should be in 20 litre plastic container Should be odourless Should be clear Should not float when mixed with milk or porridge Labeling should comply with KBS Standards Should have manufacturing/expiry dates factory labeled not stamped Should be factory sealed. Should be from reputable dealer or manufacturer
<b>5.</b>	<b>NDENGU</b> Should be in 90kg bag Should be polished and stone free Moisture between 10% and 15% Should be free from weevils Should not be machine dried Should readily cook under normal cooking condition. Package should safe guard the hygienic, nutritional, technological and organoleptic qualities of Ndengu and should be clean, sturdy, and strongly sewn and sealed.
<b>6.</b>	<b>HOME BAKING FLOUR</b> Should be in 12 x 2kg bale properly packaged

	Should be white in colour
	Should be free of foreign materials and infestation
	Should have manufacture/expiry dates
	Should indicate the ingredients.
	Labelling should comply with KEBS standards
	Should be free flowing
	Should be from reputable manufacturer/dealer
	Packet must be marked KNH
<b>7.</b>	<b>MARGARINE</b>
	Should be in a 10kg carton/bucket
	Should be in an air tight carton, factory sealed
	Should be odourless
	Should show manufacture and expiry dates
	Should indicate ingredients and any additives used.
	Should have a pleasant taste and not rancid
	Should not be over salty
	Labelling should comply with KEBS standards
	Should be from a reputable dealer/Manufacture
<b>8.</b>	<b>TEA LEAVES</b>
	Should be a blend of BPI & PFI in Ratio of 1: 1
	Should be in 500gm pack factory sealed and water resistance
	Should indicate manufacture and expiry date
	When infused should be of brisk and bright colour
	Should conform to KEBS standards
	Should be from reputable packers
	Provide samples
<b>9.</b>	<b>TEA BAGS</b>
	Should be in a 100gm pack of 50 tea bags
	Tea bag should be properly scaled and tagged
	Should have expiry/manufacturing date.
	When infused should be of brisk and bright colour
	From reputable packers
	Should be blended
	Provide samples
<b>10.</b>	<b>PURE WIMBIFLOUR</b>
	Should be in 1x 24 kg bale
	Should have manufacture/expiry date
	Moisture content should not exceed 15%
	Should blend well when cooked
	Should be free of impurities and infestation
	Should be free flowing
	Packet must be marked KNH
	Provide sample
<b>11.</b>	<b>BAKERS FLOUR</b>

	Should be white from wheat grain
	Should be packaged in 90kg bags
	Sieving specification should not be less than 0.5% tails on No. 8 nylon cloth sieve
	Moisture content should not exceed 15%
	Should have a manufacturing and expiry dates clearly labelled
	Should be free running when sieved
	Should meet KEBS status
	Should be free from weevils and infestation
	Should be from a reputable miller
	Should be free flowing
	Should have raising properties
	Package should safe guard the hygienic, nutritional, technological and organoleptic qualities of bakers flour and Should be clean, sturdy and strongly sewn and sealed.
<b>12.</b>	<b>BROWN BAKERS FLOUR</b>
	Should be flour from wheat grain
	Should be packaged in 90kg bags
	Should be brown in colour
	Should have manufacture/expiry dates clearly labeled
	Moisture content not to exceed 15%
	Should be free running when sieved.
	Should meet KEBS standards
	Should be free from weevils and infestation
	Should be from reputable miller
	Should have raising properties
	Package should safe guard the hygienic, nutritional, technological and organoleptic qualities of brown bakers flour andShould be clean, sturdy and strongly sewn and sealed.
<b>13.</b>	<b>ALLUMINIUM FOIL</b>
	Should be high quality alluminium foil
	Should be extra thick
	Should be 45cm x 90cm extra thick catering pack
<b>14.</b>	<b>SERVIETTES</b>
	Should be pure white
	Should be loose sheets per packet
	Should be not less than 30 x 30cm per sheet
	Should be absorbent
	Should be neatly packed

## SECTION - VI

### 1. SCHEDULE OF REQUIREMENTS - TECHNICAL SPECIFICATIONS/EVALUATION CRITERIA

## SECTION VIII - EVALUATION CRITERIA

Evaluation on bids will be conducted at two stages

### STAGE 1: Preliminary Examination of Tender

Proof of supply of the following documents.

#### 1. Preliminary Evaluation

<b>Responsive</b>	<b>No. Requirements</b>	<b>Responsive or Not Responsive</b>
<b>MR 1</b>	Must submit a dully filled up Tender Securing Declaration Form, signed and stamped	
<b>MR 2</b>	Must Submit a copy of the Certificate of incorporation or Registration Certificate	
<b>MR 3</b>	Must Submit a copy of Valid Tax Compliance certificate	
<b>MR 4</b>	Must submit valid AGPO certificate	
<b>MR 5</b>	Must submit a dully filled up Confidential Business Questionnaire, signed and stamped	
<b>MR 6</b>	Must submit dully filled form of tender, signed and stamped	
<b>MR 7</b>	Submitted bid documents MUST be <b><u>sequentially</u></b> serialized (paginated) on every page	

**Documentary evidence in form of copies must be provided for the requirements stated above. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to disqualification**

## **Stage 2 - Financial Evaluation**

**Evaluation will involve the following**

**(a). Determination of evaluated price for each bid using the Following**

- i) Check for any arithmetic errors in the Tender
- ii) Conversion of all tender to same currency using a uniform exchange rate prevailing at the closing date of the Tender
- iii) Application of any discount offered on the tender
- iv) Comparison of prevailing actual market prices

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

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



**SCHEDULE OF REQUIREMENTS - KNH OTHAYA HOSPITAL SCHEDULE:**

ITEM NO	ITEM DESCRIPTION	UNIT OF ISSUE	QTY RQD	UNIT PRICE	TOTAL PRICE	EXPECTED PERIOD OF DELIVERY	REMARKS
1	Maize Meal packet marked KNH	12 x 2Kg Bale	300				
2	Sugar(white)	50Kg Bag	100				
3	Beans-Nyayo/Rose Cocoa/Mwitema nia	90kg x Bag	100				
4	Corn Oil	20 Ltr Jerrycan	200				
5	Ndengu-Polished	90Kg Bag	100				
6	Baking Flour (Ngano)	12 x 2 kg Bale	200				
7	Margarine	1Kg	200				
8	Tea Leaves	500g	700				
9	Tea Bags Tagged	100g Packets	20				
10	Pure Wimbi Flour Uji	20 x 1kg Bale	200				
11	Bakers Flour (white)	50 Kg Bag	1,000				
12	Bakers Flour Brown	50 Kg Bag	300				
13	Aluminum Foil 45cm x 90m	Roll	200				

	Extra Thick Catering Pack						
14	Pure White Quality Serviettes 30 x30 cm (1x100 sheets)	Packets	1,500				
15	Cocoa Primo	500gm	200				
16	Coffee	320g	30				
17	Catering Pack Cling wrap 30cm x 300m	Roll	320				
18	Garam Masala	500g packet	50				
19	Pilau Masala	100g tin	100				
20	White Pepper	100g Pkt	20				
21	Black Pepper	100gm Pkt	1,000				
22	White Vinegar 700ml	bottle	50				
23	Salt	20 X 1 kg bale	30				
24	Jam ( Assortedflavours)	1 kg	100				
25	Tomato paste	500g tin	50				
26	Tomato ketchup	5 Ltr pack	50				
27	Garam Masala	Tin	20				
28	White vinegar	5litre jar	50				
29	Bread	400 gm loaf	20,000				

30	Honey	500 gm tin	50				
31	Pea nut butter	500 gm tin	50				
32	Soy sauce 623ml	bottle	100				
33	White table vinegar 700ml	bottle	50				
34	White pepper 100gm	tin	20				
35	Black pepper 100gm	tin	30				
36	Garlic powder	kg	15				
37	Pilau masala 100gm	tin	15				
38	Paprika 100gm	tin	15				
39	Garam masala	tin	20				
40	Tomato ketch up	5 ltr	50				
41	Tomato paste	900gm tin	50				
42	Cling Film	Packets	320				
43	Pea nut butter	500 gm tin	50				

Tenderer Name.....Tenderer Signature  
..... Company Stamp.....

## **SECTION X - STANDARD FORMS**

*Notes on the Standard Forms:*

### **8.1 Form of Tender**

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

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

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

### **8.3 Tender Security Form**

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

### **8.4 Contract Form**

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

### **8.5 Performance Security form**

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

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

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

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

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

**SECTION X - STANDARD FORMS**

**10.1 FORM OF TENDER**

Date\_\_\_\_\_

Tender No. KNHO/T/22/2020-2021

TO CHIEF EXECUTIVE OFFICER  
KENYATTA NATIONAL HOSPITAL  
PO BOX 20723- 00202 NAIROBI

Gentlemen and/or Ladies:

1. Having Examined the Tender documents including all addenda of which is hereby dully acknowledged , we ,the undersigned, offer to Supply and Delivery of Dry foods in conformity with the said tender documents for the sum of

..... (total

Tender amount in words and figures).....

.....

2. We undertake, if our Tender is accepted, to provide the goods in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 1(one) percent of the Contract Price for the due performance of the Contract, in the form prescribed by Kenyatta National Hospital.
4. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening in 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated This \_\_\_\_\_ Day of \_\_\_\_\_ 2020

[signature

[In the Capacity Of

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

---

**10.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

**Mandatory**

*Part 1 – General:*

Business Name .....

Location of business premises. ....

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

Postal Address ..... Tel No. ....

Company Mobile .....E mail address.....

Contact Person .....Mobile.....

Nature of Business,.....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time:-

Kshs. ....

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

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

Part 2 (a) – Sole Proprietor  
 Your name in full ..... Age .....  
 Nationality ..... Country of origin .....  
 • Citizenship details .....

Part 2 (b) Partnership  
 Given details of partners as follows:

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

Part 2 (c) – Registered Company Private or Public .....  
 State the nominal and issued capital of company: Nominal Kshs. ....  
 Issued Kshs.....  
 Given details of all directors as follows

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

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

**Mandatory**  
 Part 3 (a) – Pursuant to section 59(1)(a), (2) and (3) of the Public Procurement & Assets Disposal Act 2015 and section 26 of the Regulations 2006. This must be signed by all Directors Partner (s) /Sole Proprietor of the Company (or any other applicable legislation in the Country of registration)  
 I /we the Director(s) of Company/Firm..... hereby declare that I /we are not a board member, employee or even a relative to any employee of Kenyatta National Hospital.

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

Name	Nationality	Citizenship Details	Signature
1. ....			

- 2.....
- 3.....
- 4.....
- 5.....

**Mandatory**

Part 3(b) Public Procurement & Assets Disposal Act 2015 and section 26 of the Regulations 2006 (or any other applicable legislation in the Country of registration).

Pursuant to section 41 of the Public Procurement and Assets Disposal Act 2015, I/ we the Directors/Partners/ Sole Proprietor of this Company/Firm ..... confirm that we have not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

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

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



**SECTION XI A - TENDER SECURING DECLARATION FORM (YOUTH, WOMEN AND PEOPLE LIVING WITH DISABILITIES)**

To:  
The Director,  
Kenyatta National Hospital Othaya  
P.O Box 541 - 10106,  
Othaya, Kenya.

WHEREAS ..... (Hereinafter called “the Tenderer”)  
has submitted its Tender dated ..... for the supply and  
delivery of dry foods to KNH through tender no. KNHO/T/22/2020-2021

.....  
.  
**FOR YOUTH, WOMEN AND PEOPLE LIVING WITH DISABILITIES:-**

**WE THE UNDERSIGNED, DECLARE THAT:-**

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
  
2. We accept that we will be automatically suspended from being eligible for bidding in any contract with you for a period of 5 years and 3 months starting from **07/10/2020** if we are in breach of our obligations under the tender conditions, because we -
  - a) Have withdrawn our bid during the period of tender validity, or,
  - b) Having been notified of the acceptance of our bid by you during the period of tender validity
  
- i. Fail or refuse to sign the contract when required, or

- ii. Fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful bidder, upon the earlier of either of the following:-
- a) Our receipt of a copy of your notification of the name of the successful bidder,
  - b) Twenty eight (28) days after the expiry of our Tender.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

DATED THIS-----DAY OF ..... 2020.

Yours sincerely,

Name \_\_\_\_\_ of  
Tenderer\_\_\_\_\_

Signature of duly authorized person to sign the Tender  
\_\_\_\_\_

Name and Capacity of duly authorized person to sign the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

### 10.3 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 goods]  
(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)*

## 10.4 CONTRACT FORM

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

WHEREAS the Hospital 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 Hospital’s Notification of Award
3. In consideration of the payments to be made by the Hospital to the tenderer as hereinafter mentioned, the tender hereby covenants with the Hospital to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Hospital 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 Hospital

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

\_\_\_\_\_

**10.5 PERFORMANCE SECURITY FORM**

To .....

*[name of Hospital]*

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]* (Herein after 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]*

**10.8 LETTER OF NOTIFICATION OF AWARD**

Address of Hospital

\_\_\_\_\_

\_\_\_\_\_

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



Telegram: "MEDSUP," Nairobi  
Tel.: 2726300-9  
Fax: 2725272

**KENYATTANATIONALHOSPITAL**  
P.O. Box 20723- 00202-KNH  
NAIROBI

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BANK DETAILS FORM

INSTITUTION/COMPANY  
NAME:

--

ADDRESS

OFFICIAL STAMP

--	--

(1)

(2)

AUTHORIZED PERSONS NAME

POSITION

TELEPHONE NO.

SIGNATURE

DATE


ACCOUNT NO.:

--

BANK NAME:

BANK CODE

--	--

**BRANCH NAME:**

	<b>BRANCH CODE</b>
--	--------------------

**BANKERS CONFIRMATION THAT ACCOUNT DETAILS ARE AS STATED ABOVE**

**AUTHORISED SIGNATORY:**

<b>1)</b>	<b>2)</b>
-----------	-----------

**BANKERS STAMP:**
