



REPUBLIC OF KENYA
**MINISTRY OF TRANSPORT,
INFRASTRUCTURE, HOUSING AND URBAN
DEVELOPMENT,
STATE DEPARTMENT
OF PUBLIC WORKS
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(SUPPLIES BRANCH)

SB/45/2016/2017

SUPPLY OF FURNITURE

FINANCIAL YEAR 2016/2017

CLOSING DATE: 4th October 2016

TIME: 10:00 AM (EAST AFRICAN TIME)

SB/45/2016/2017 SUPPLY OF FURNITURE

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SECTION I INVITATION TO TENDER**DATE 19th September 2016****TENDER REF NO.: - SB/45/2016/2017****TENDER NAME: - Supply of FURNITURE**

- 1.1 The **Principal Secretary, Ministry of Transport and Infrastructure, Housing and Urban Development, State Department of Public Works** invites sealed bids from eligible candidates for supply of **Furniture to Government Ministries/Departments & Institutions** For the period of Two (2) years commencing on the date of signed contract.
- 1.2 Interested eligible candidates may obtain further information from **supplier portal <https://supplier.treasury.go.ke>** and inspect the tender documents at **The Officer in Charge, Supplies Branch, Likoni Road, Industrial Area, P. O. Box 30071, Nairobi** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **1000 (One Thousand Only)** in cash or Bankers cheque payable to **The Officer in Charge, Supplies Branch, Likoni Road, Industrial Area, P. O. Box 30071, Nairobi**
- 1.4 Tenderers shall be required to submit a Tender / Bid Security of **KShs. 100,000 (Kenya Shillings One Hundred Thousand Only)** payable in bankers' cheque or cash to the Principal Secretary, Ministry of Public Works or a bid bond from **a Commercial Bank / Eligible Insurance Company** in the format provided in the Tender Documents to remain in force for a period of One Hundred and Fifty (150) days from the closing/opening date of the tender.
- 1.5 Completed tender documents are to be submitted online as indicated in 1.2 above or enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **Supplies Branch, Likoni Road, Industrial Area, Nairobi** or be addressed to **The Officer in Charge, Supplies Branch, Likoni Road, Industrial Area, P. O. Box 30071, Nairobi** so as to be received on or before **4th October 2016 at 10.00 A.M East African Time**
- 1.6 Prices quoted should be net inclusive of all taxes, delivery costs and must be expressed in Kenya Shillings and shall remain valid for one **Hundred and Twenty (120) days** from the closing/opening date of the tender
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Supplies Branch, Likoni Road, Industrial Area, Nairobi**

OFFICER INCHARGE**SUPPLIES BRANCH****FOR: PRINCIPAL SECRETARY****STATE DEPARTMENT OF PUBLIC WORKS**

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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 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

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

2.16 **Format and Signing of Tender**

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **(as per Tender notice)**

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 **(as per Tender notice)**

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

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

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

Appendix to Instructions to Tenderers

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 (ITT)REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT-2.1.1	<p>I. The name of the client is:- Ministry of Public Works.</p> <p>II. The eligible firms are those capable of supplying Furniture as provided in the Price Schedule-Section (VI)</p> <p>III. Location/Delivery Point(s):- All Government Ministries/Departments and Institutions.</p> <p>IV. Contract period:-Two (2) years commencing on the date of signing.</p>
ITT-2.3.2	The cost of the tender documents is kshs. 1,000/= per set
ITT-2.4.1	In this Tender, sub-clause (xi) on Bank Guarantee for Advance Payment is not applicable.
ITT-2.10.1	Quantity to determine total tender price:- As and When Required basis
ITT-2.10.4/2.15.1	Tender validity period:- 120 days from Tender opening date.
ITT-2.11.1	Prices quoted shall be in Kenyan Shillings.
ITT-2.14.1	Provide Bid Security of KShs. 100,000 (Kenya Shillings One Hundred Thousand Only) payable in bankers' cheque or cash to the Permanent Secretary, Ministry of Public Works or a bid bond from a Commercial Bank / Eligible Insurance Company in the format provided in the Tender Documents to remain in force for a period of One Hundred and Fifty(150) days
ITT-2.16.1/2.17.1	Submit Tender documents in Original&Copy and in the recommended format
ITT-2.17.2/2.18.1	Submission deadline:- Not later than 4th October 2016 ,10.00 am East African time and be deposited in the Tender Box situated at the ground floor, Supplies Branch Headquarters, Likoni Road, Industrial Area, Nairobi

<i>ITT-2.20.1</i>	<i>Opening Date:Thursday 4th october 2016 -10.00 am</i>
<i>ITT-2.27.5</i>	<i>Quantity of goods:- This is a Term Contract to be used by all Public Procurement entities and orders will be placed as and when required basis (AWR).</i>
<i>ITT-2.30.1</i>	<i>Performance security:- Will be kshs.150,000 only for each contract awarded</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT**Table of Clauses**

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

3.6 **Patent Rights**

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

3.7 **Performance Security**

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

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

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

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

3.8 **Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination

If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

3.14. Assignment

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

3.15 Subcontracts.

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

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate,

equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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 those in the GCC.

- 4.0 The participating tenderer is expected to furnish the Procuring Entity with the following documents / information **pursuant to clause 2.12 of the Instructions to Tenderers**: -
- (a.) Valid single Business permit, copy to be attached
 - (b.) Reliable communication services e.g. fixed line(s) telephone, fax, Postal address, e-mail, website and mobile phone(s).
 - (c.) Physical address.
 - (d.) Evidence of past performance – copies of local purchase orders (LPOs) from established organizations to be attached, if any.
 - (e.) The Tenderer **MUST** possess a Certificate of Incorporation or Certificate of Registration of Business Name, Copy **MUST** be attached.
 - (f.) The Tenderer **MUST** provide proof of registration with KRA and up to date tax compliance. Copies **MUST** be attached.
 - (g.) Copy of evidence of approval by Public Procurement Oversight Authority- PPOA for candidates using insurance guarantee as tender security.
 - (h.) Sample / Technical Brochure or Catalogue **MUST** be submitted for each item offered.
- 4.1 **Form of Tender and confidential business questionnaire** **MUST** be dullyfilled by the applicant / an authorized representative and signed & stamped or embossed with company seal.
- 4.2 Tenderers shall be required to furnish a Tender / Bid Security of **KShs. 100,000 (Kenya Shillings One Hundred Thousand Only)** payable in bankers' cheque or cash to the Permanent Secretary, Ministry of Public Works or a bid bond from **a Commercial Bank / Eligible Insurance Company** in the format provided in the Tender Documents to remain in force for a period of **One Hundred and Fifty (150) days** from the date of tender closing .
- 4.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **One Hundred and Twenty (120) days** from the date of tender closing
- 4.4 **Tenderers shall be required to provide evidence of financial stability. These should be in form of Audited Financial Statements and / or Bank Statements.** Failure to submit the evidence may render the tender non-responsive.
- 4.5 Tenderers shall be required to submit their offers in a set of two copies each one marked "ORIGINAL OFFER" and the other "COPY OF OFFER". The original and copy shall be sealed in separate envelopes duly marked as "ORIGINAL" and "COPY". In those Offers, the tenderer will also be required to park the **TECHNICAL DATA** and the **FINANCIAL DATA** separately from one another, so as to enable **Technical and Financial Evaluations**

to be conducted independently. The envelopes shall then be sealed in one plain unmarked outer envelope bearing only the tender number **pursuant to clause 2.16 of the Instructions to Tenderers.**

4.6 Delivery

Delivery shall be on “as and when required” basis to Ministries / Departments & Institutions. **(See clause 3.10. of the General Conditions of Contract)**

4.7 Payment

This being a tender for the **Supply of Furniture** to the Government/Departments&Institutions for **a period of Two (2) years commencing from the date of Contract Signing**, respective Ministries / Departments & Institutions shall pay directly to the contractor on receipt of goods ordered, which in any case shall be within 30 days of receipt. **(See clause 3.12 of the General Conditions of Contract)**

- 4.8 Goods supplied against the contract proceeding from this procurement shall be fully insured against loss, damage incidental to manufacture or acquisition, transportation, storage and delivery to the tune of 110% of the contract value and the procuring entity will not be liable for any damage or loss prior to delivery **(See clause 3.11 of the General Conditions of Contract).**
- 4.9 Successful tenderers shall be required to submit a performance security of **KShs. 150,000 (Kenya Shillings One Hundred and fifty Thousands only)** on receipt of a letter of notification of award in accordance with **clause 3.7 of the General Conditions of Contract.**
- 4.10 Prices quoted **SHALL BE IN KENYA SHILLINGS** and should include all costs of shipment and handling until the goods are actually received at the respective Procuring Entity’s premises.
- 4.11 A market Survey will be undertaken by the procuring entity to ascertain the veracity of prices quoted for items recommended for award against the prevailing competitive market prices.
- 4.12 **TENDERERS ARE REQUIRED TO ENSURE THAT ALL PAGES OF THEIR TENDER DOCUMENTS ARE PROPERLY SERIALIZED AND STAMPED / SIGNED AND THE DOCUMENT SHOULD BE PROPERLY BOUND. LOOSE TENDER DOCUMENTS WILL BE DECLARED NON RESPONSIVE.**
- 4.13 Blacklisted, debarred and suspended firms are not eligible for this procurement.
- 4.14 A copy of the official receipt issued by the procuring entity for the purchase of the tender documents must be attached as proof of Tender purchase.
- 4.15 **TENDERERS ARE ADVISED TO QUOTE THEIR BID PRICES IN THE ORIGINAL PRICE SCHEDULE PROVIDED IN THIS TENDER DOCUMENT. INTRODUCTION OF A PRICE SCHEDULE DIFFERENT FROM THE ONE PROVIDED IN THIS DOCUMENT IN SECTION (VI) WILL LEAD TO DISQUALIFICATION.**
- 4.16 All items to be supplied must be properly marked, or imprinted **GOK.**
- 4.17 Tenderers, who do not qualify for contract award and may wish to collect their samples, shall do so within a period of thirty (30) days of Tender Notification.

- 4.18 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1 Performance security	<i>This shall be Kshs. 150,000.00 (Kenya Shillings One Hundred and Fifty only.</i>
3.10.1 Delivery of goods	<i>The delivery period for the goods shall be within a period of 30 days and not exceeding 45 days on placing an LPO unless specifically indicated by the respective procuring entity.</i>
3.12.1 Terms of payment	<i>Payment shall be made within a period of 30 days after full delivery of goods as prescribed in the LPO.</i>
3.13.1 Prices	<i>The prices offered shall be fixed for the period stated in the Tender Invitation.</i>
3.13.1 Market Survey	<i>Award of contract will be subject to a market survey to ascertain the veracity of bid prices.</i>
2.25.1 Preference	<i>Preference-: 30% preference will be given to tenders submitted by Business Enterprises owned by Youth, Women and Persons with Disabilities.</i>

SECTION V - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____
 _____ Page _____ of _____

Table2:Prices ofcommonOffice, College and SchoolFurniture

ITEM No.	CODE NO.	DESCRIPTION	UNIT OF ISSUE	QTY	BID PRICE
1.	501003	Executive chair:swivel (complete with)castors trolley, orthopaedic, high back support,recliningwithheightadjustments mechanisms, arms' rest, genuineleather finish(local)-attach brochure	NO.	AWR	
2.	501004	Chair:leather, high backwith chromebaseand leather padded arms, swivel, tilt locking, ergonomicdesign	NO.	AWR	
3.	501005	Officechair:foldedsquaremetalbase, backsupport, arms rest, genuine leather	NO.	AWR	
4.	501007	Study(librarian)chair:metalframework, heavydutysponge, canvasfinish(local)	NO.	AWR	
5.	501007B	Study(librarian)chair:metalframework, heavydutysponge, leatherfinish(local)	NO.	AWR	
6.	501009	Chair(visitors):executive,and leatherpadded arms on metalcantileverbase.high grade leatherand padding (local)-	NO.	AWR	
7.	5010010	Chairs (reception):attachedin fourseats, metalframework, backsupport, artificial leather(rexine)finish(local)-	NO.	AWR	
8.	5010011 A	CoatHanger:metalbase, metal-plastic mix stand, multi-hangingprojections(local)	NO.	AWR	

ITEM No.	CODE NO.	DESCRIPTION	UNIT OF ISSUE	QTY	BID PRICE
9.	5010011 B	CoatHanger:wooden base,wooden stand,multi-hangingprojections (local)-	NO.	AWR	
10.	5010012	Executive bookshelfwith upperglassdoor (minimumthickness3mm),mahogany	NO.	AWR	
11.	5010013 A	Executivedesk, size: 1800l x 900wx 750hmm in mahoganyfinish, with mobiledrawers with brasslocksandhandles, curved fromthefront(local)-	NO.	AWR	

12.	5010013 B	Executive double pedestal desk, size 721×36w×30h inches rectangular, complete with computer workplace and three(3) drawers (one each pedestal) with brass	NO.	AWR
13.	5010014	Executive single pedestal desk, size 601×36w×30h inches rectangular, complete with computer workplace and three(3) drawers with brass locks and handles,	NO.	AWR
14.	5010015	File Dip Tray, 4 compartment (6 inches deep) in mahogany finish,	NO.	AWR
15.	5010017 A	Coffee table: glass top, size 1200×600×450mm, with 4 stools 600×600×450mm,	NO.	AWR
16.	5010017 B	Coffee table: glass top, size 1200×600×450mm, with 2 stools 600×600×450mm,	NO.	AWR
17.	5010017 C	Coffee table: glass top, size 1200×600×450mm, with 4 stools 600×600×450mm, with mahogany finish legs	NO.	AWR

ITEM No.	CODE NO.	DESCRIPTION	UNIT OF ISSUE	QTY
18.	5010017 D	Coffee table: glass top, size 1200×600×450mm, with 2 stools 600×600×450mm, with mahogany finish legs	NO.	AWR
19.	5010018	High Back Orthopaedic chair in fabric, swivel, tilt locking, castor base (local)–	NO.	AWR
20.	501001A	Steel cabinet: 6 drawer 22 gauge (commercial range) complete with security bar	NO.	AWR
21.	501001C	Steel cabinet: 4 drawer 22 gauge (commercial range) complete with security bar	NO.	AWR
22.	501001D	Steel cabinet: 3 drawer 22 gauge (commercial range) complete with security bar	NO.	AWR
23.	501001E	Steel cabinet: 2 drawer 22 gauge (commercial range) complete with security bar	NO.	AWR
24.	501001F	Steel cabinet: 6 drawer 24 gauge (budget range) complete with security bar (local)	NO.	AWR
25.	501001G	Steel cabinet: 4 drawer 24 gauge (budget range) complete with security bar (local)	NO.	AWR
26.	501001H	Steel cabinet: 3 drawer 24 gauge (Budget range) complete with security bar (local)	NO.	AWR
27.	501001J	Steel cabinet: 2 drawer 24 gauge (Budget range) complete with security bar (local)	NO.	AWR

28.	5010019	StudyTable:size 60×48×32 inches, dividedinto four (4)Cubical, madeofMetal	NO.	AWR
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ITEM No.	CODE NO.	DESCRIPTION	UNIT OF ISSUE	QTY
29.		WorkStation:Backto Back, 3 storage drawers. madeofMetalFramework,	NO.	AWR
30.		WorkStation:Linear, 3storage drawers. madeofMetalFramework, Mahogany	NO.	AWR
31.		WorkStation:Cluster,3 storage drawers.madeofMetalFramework, Mahogany	NO.	AWR
32.	5010020	Computer Desk: with keyboard/Mousetray, CPUshelfand top shelf for	NO.	AWR
33.	5010020	TVStand,MetalFramework, complete with video playershelf(local)– attach	NO.	AWR
34.	5010021 A	Executive Sofa Set:7-seater, recon cushion plain 22×20×4 inches, leatherfinish with mahoganyarms	NO.	AWR
35.	5010021 B	Executive Sofa Set:5-seater, recon cushion plain 22×20×4 inches, leatherfinish	NO.	AWR
36.		FillingRacks	NO.	AWR
37.		Chairs Plastics	NO.	AWR
38.		Tables Plastics	NO.	AWR
39.		CoffeeTables:Plastics	NO.	AWR

Table3:Prices of HospitalFurniture

ITEM No.	CODE NO.	DESCRIPTION	UNIT OF ISSUE	QTY
1.		SingleMetal Bedside	NO.	AWR
2.		Single Wooden Bedside	NO.	AWR
3.		Bed SideLockerwith wheel forICU	NO.	AWR
4.		Adjustable bed sidetableforICU	NO.	AWR
5.		Standard hospitalbedsteadflattop.	NO.	AWR
6.		Electric ICU/CCU Bed	NO.	AWR

7.		ICU/CCU Bed(motorized)	NO.	AWR
8.		ICU/CCU Bed(semi-motorized)	NO.	AWR
9.		CrashCart forICU	NO.	AWR
10.		HomecareElectric Bed	NO.	AWR
11.		Steel Folding Beds	NO.	AWR
12.		Singlefowler Bed	NO.	AWR
13.		Double fowler Bedstead.	NO.	AWR
14.		Flat ManualHospital Bed	NO.	AWR
15.		Bedside locker-classic	NO.	AWR

ITEM No.	CODE NO.	DESCRIPTION	UNIT OF ISSUE	QTY
16.		Stainless steel self-standing; Mobilewith shelves	NO.	AWR
17.		Overbed table -elegance	NO.	AWR
18.		Table overbed-standard	NO.	AWR
19.		Transfusion/ dripstandmobile(Standsalinecum	NO.	AWR
20.		Patientslifterole (monkey pulley) forattachmentto	NO.	AWR
21.		Revolving Stool	NO.	AWR
22.		Ward screenmobile 4 fold	NO.	AWR
23.		Bowlstand-single	NO.	AWR
24.		Surgeon's operating stool	NO.	AWR
25.		Surgeon's stool oncastors	NO.	AWR
26.		Delivery couch	NO.	AWR
27.		Gynae examinationstandard	NO.	AWR
28.		Examinationcouch standard	NO.	AWR
29.		Woodenultrasound couch	NO.	AWR
30.		hospital childcot bed;flat top/fixedheight	NO.	AWR
31.		Adult cotbed flat top / fixed height	NO.	AWR
32.		Ambulant trolley type I	NO.	AWR
33.		Ambulant trolley type II	NO.	AWR
34.		Patient recovery trolley	NO.	AWR
35.		FernoEmergency Stretchers	NO.	AWR
ITEM No.	CODE NO.	DESCRIPTION	UNIT OF ISSUE	QTY

36.		Canvasbed mobile blood donorsession.	NO.	AWR
37.		Non ambulant-stretchers	NO.	AWR
38.		Ambulant trolley	NO.	AWR
39.		Hospital wheelchair: Fix-type witharmrest andswinging	NO.	AWR
40.		Hospital wheelchair: Fix-type witharmrest andswinging	NO.	AWR
41.		Overbed table	NO.	AWR
42.		Instrumenttrolley stainless steel	NO.	AWR
43.		Trolley fordressing drum	NO.	AWR
44.		Trolley fordressing-standard	NO.	AWR
45.		Medicine Trolleywith4drawers	NO.	AWR
46.		Ward Lockers withLegs	NO.	AWR
47.		Linentruck	NO.	AWR
48.		Stationery cupboardcommercial range	NO.	AWR
49.		Suspensionfilling chasis	NO.	AWR
50.		Baby bathtrolley	NO.	AWR
51.		Cylinder Trolley	NO.	AWR
52.		ReceptableWaste	NO.	AWR
53.		ScreenBed Side(3 panels/ assorted colours)	NO.	AWR
ITEM No.	CODE NO.	DESCRIPTION	UNIT OF ISSUE	QTY
54.		Trolley forsolidlinenwithplasticbucket	NO.	AWR
55.		Singlefoot step	NO.	AWR
56.		Double Foot step	NO.	AWR
57.		Waiting areachair fourseats (Fixed)	NO.	AWR
58.		Dressing drum	NO.	AWR
59.		Kidney tray	NO.	AWR
60.		Catheter tray	NO.	AWR
61.		Instrumenttray with lead made withthick gauge	NO.	AWR
62.		Basin:stainless steel	NO.	AWR
63.		Urine pot male&femalestainless steel	NO.	AWR
64.		Stirrup Pumphant operated	NO.	AWR
65.		Micro Glass Slips&Slidewithground polished edges	NO.	AWR
66.		Foam Mattress(highdensity)standard sizewithresincover	NO.	AWR
67.		Stethoscope(paediatrics&adult)	NO.	AWR
68.		SphygmonameterMercury type (to standard)	NO.	AWR

69.		Coir Mattress standard size withresincover(to standard)	NO.	AWR
70.		WeighingMachinePortable Personal weighing machinewithmagnifying	NO.	AWR
71.		WeighingMachinePortable Personal weighing machinewithmagnifying	NO.	AWR
72.		Baby weighingMachinewithremovable trayweighing capacity	NO.	AWR

ITEM No.	CODE NO.	DESCRIPTION	UNIT OF ISSUE	QTY
73.		Baby weighingMachinewithremovable trayweighing	NO.	AWR

Tenderers are advised that quantities indicated are an estimate and the government can vary them upwards or downwards without notice within the contract period.

Signature of tenderer _____

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

- 1. The equipment of Group-A require annual maintenance & repairs services and the group-B instruments do not require annual maintenance (Consultation).**
- 2. The demands shall be submitted with code number of items.**
- 3. The firm should have authorization certificate from the manufacturer who shall have a manufacturing plant, own quality control and research laboratory.**
- 4. The equipment should have requisite certification recognized by KEBS.**
- 5. After installation the firm should provide detail technical, manual and facility for interfacing local information management system**
- 6. The manufacturer should have locally based service engineer.**
- 7. The equipment should be pest proof.**
- 8. Bidders should submit original literature/brochure of Quoted Model; Technical compliance detail & should clearly demonstrate having any deviation between technical specifications & brochure/literature of the quoted model.**

SECTION 6. TECHNICAL SPECIFICATIONS

Table 4: Specifications for Hospital Furniture

1. SINGLE METAL BEDSIDE	
Name	Product Description
Type	Single Metal Bedside
Dimension Range	<ul style="list-style-type: none"> ▪ 1920mm Long × 900mm wide 900mm Height ▪ 1920mm Long × 900mm Wide 700mm Height ▪ 2000mm Long × 900mm Wide 400mm Height
Structural material components	<ul style="list-style-type: none"> ▪ protection welding, ▪ Phosphating to oilerusting, ▪ High-pressure electrostatics spray, ▪ High temperature baking, and ▪ Bed frame work made of mild steel ERW round tubes ▪ Backrest lifting angle: 80° ± 5° ▪ Durable epoxy powder finish, light line grey or silver in colour. ▪ Cold-pressing molding
Bidding requirement	Supplier MUST attach detailed brochure of the product while bidding and provide warrant after supply
5. HOSPITAL BEDS	
Name	Product Description
Type	Standard Hospital Bedstead Flat Top.
Dimension Range	<p>Overall dimension 2200mm Long × 1050mm wide × 450-780 mm height</p> <p>Mattress base size 1905mm Long × 915mm wide × 100mm thick</p>
Structural component and materials	<p>Frame made of tubular round mild steel</p> <p>Mattress Base: 1.2mm thick steel sheet with ventilation holes</p> <p>detachable tubular steel head and leg frame</p> <p>Finishing: Epoxy Powder Coated</p> <p>Height To Mattress Bases: 550mm to Kenya Medical Practitioner's Approval;</p> <p>Castors for All 4 Legs; 4x75mm Grey Rubber, Diagonal 2 With Brakes.</p> <p>Head Frame Mounted On 2 Units 75mm, Grey Rubber Castors</p>
Bidding requirement	Supplier MUST attach detailed brochure of the product while bidding and provide warrant after supply
Recommended use	For emergency services and specialized treatments in hospitals
6. HOSPITAL BEDS	
Name	Product Description
Type	Electric ICU/CCU Bed
Dimension Range	Overall dimension 2200mm Long × 1050mm wide × 450-780 mm height

	Mattress size 1980mm Long×915mmwide ×100mmthick
Structural component and materials	<ul style="list-style-type: none"> i. ABS panel formattressbase; mattressbase topmade ofABS(High Impact plastic) ii. Patient control side rail fordesired position. iii. Xray translucent base fitted withx ray radiofromhead to umbilicus. v. UseAlluminiumBalkanframe v. Use 5inches2-pair universal castorswithout brakes
v i	<ul style="list-style-type: none"> i. 2 No. electro motor, 1 No. controlbox, builtinbackup batteryto KenyanMedical Practitioner’sApproval; ii. Cold steel grid platewhole molding surface andbanistermade of stainless steel ii. High quality 150mmdia. tenet twinwheel withcentral lockingsystem withsteer,free andbrake functions ix. Casters –4 No. X125mmballbearing, grey rubber, centralfootend controlforstatic &directional braking
Adjustability	<ul style="list-style-type: none"> i. Head and foodboards (material;PE blow I single piece)easy detachableand removable. ii. CPR one pressbutton golowest andhorizontal position iii. Backrest lifting angle $80^{\circ}\pm 5^{\circ}$ iv. Knee-rest lifting angel $40^{\circ}\pm 5^{\circ}$
Accessories	<ul style="list-style-type: none"> i. Nurse control buttonembedded outside side railwithmore control position;nurse lock control located atfoot and atthe bed featuring withCPR1 pressbutton to the archetype bedposition. ii. drainagebag holder iii. to be suppliedwithpatient ivate technology mattress withmemory form iv. To be supplied with oxygencylinderholder
Bidding requirement	Supplier MUST attachadetailed brochure oftheproduct while biding and providewarrantaftersupply
10. HOSPITAL BEDS	
Name	ProductDescription
Type	HomecareElectric Bed
DimensionRange	Overalldimension 2110mmLong×970mmwide ×450-780mmheight Mattresssize 1905mm Long×915mmwide ×102mmthick
Joinery	To be deliveredwhile assembled BUTto client’sapproval
Structural component and materials	<ul style="list-style-type: none"> i. Steel basebed top and frame made fromepoxypowdercoated and basked finish; ii. Electric motorized homecare bedwith smoothand quiet operations to KenyanMedical Practitioner’sApproval; iii. High quality 125mmswivel with2 No. Brakes; iv. ABS panel formattress base; mattressbase topmade ofABS(High Impact plastic) v. Casters –4 No. X125mmballbearing, grey rubber, centralfootend controlforstatic &directional braking
Adjustability	<ul style="list-style-type: none"> i. Detachable and removable PEhead andfood boards. ii. Height adjustable of360mmto 670mm iii. Hilo,backrestand knee controlledby handset. iv. Backrest lifting angle $0-80^{\circ}\pm 5^{\circ}$ and Knee restlifting angel $0-40^{\circ}\pm 5^{\circ}$ adjustable simultaneously. v. extruded alluminiumcollapsible type guard rail(detachable)

Accessories	i. Patient control side rail for desired position. ii. Mediflex mattress to Kenya Medical Practitioner's Approval;
Bidding requirement	Supplier MUST attach detailed brochure of the product while bidding and provide warrant after supply
Recommended use	For emergency services and specialized treatments in hospitals
11. FOLDING HOSPITAL BEDS	
Name	Product Description
Type	Steel Folding Beds
Dimension Range	<ul style="list-style-type: none"> ▪ Folding size 1230mm Long 335mm Wide 750mm Height ▪ Unfold size 1850mm Long 700mm Wide 450mm Height ▪ 2130mm Long 980mm Wide 500mm Height ▪ 1900mm Long 640mm Wide 380mm Height ▪ 2150mm Long 1030mm Wide 750mm Height
Structural material components	Cold steel grid plate whole molding surface and banister made of steel
Adjustability	<ul style="list-style-type: none"> ▪ Backrest lifting angle $80^{\circ} \pm 5^{\circ}$ ▪ Knee-rest lifting angle $40^{\circ} \pm 5^{\circ}$
Finish materials	<ul style="list-style-type: none"> ▪ Top made of baked finish ▪ Durable epoxy powder finish, light hiline grey or silver in colour. ▪ Perforated steel
Accessories	<ul style="list-style-type: none"> ▪ Height adjustment ▪ 3 function adjusted by hand crank
Recommended use	For General Hospital use; emergency services and specialized treatments
12. ORTHOPEDIC HOSPITAL BEDS	
Name	Product Description
Type	Single fowler Bed
Dimension	Fixed height 550mm
Structural component and materials	<p>Frame: Tubular Mild Steel</p> <p>Mattress Base 12mm Steel Sheet With Ventilation Holes Finishing Epoxy Powder Coated Head And Foot end Panels Detachable And Interchangeable Tubular steel Frame With Laminated Fireboard Panels Castors. 4 x 100mm Grey Rubber Diagonal 2 with Brakes</p> <p>Mattress base 1905mm long x 915mm wide</p>
Supply with	A Stainless Steel Double Hook Drip Pole With Receiving sockets Head end Corners
Adjustability	Gas Spring Assisted Backrest Adjustment
Accessories	<p>Patient control side rail for desired position.</p> <p>1 pcs hospital B.S Latex Mattress supplied with Sanitized PVC Zip Cover</p> <p>Mediflex mattress to Kenya Medical Practitioner's Approval;</p>

Bidding requirement	Supplier MUST attach a detailed brochure of the product while bidding and provide a warrant after supply
Recommended use	For emergency services and specialized treatments in hospitals
13. ORTHOPEDIC HOSPITAL BEDS	
Name	Product Description
Type	Double fowler Bedstead.
Dimension	Fixed height 550mm
Joinery	To be delivered while assembled BUT to client's approval
Structural component and materials	4 No. Section. Double Fowler Mattress Base Frame: Tubular Mild steel Mattress Base 12mm Steel Sheet With Ventilation Holes Finishing Epoxy Powder Coated Head and foot end panels detachable and interchangeable tubular steel frame with laminated fireboard panels 2 Independent Cranking Mechanism For Backrest adjustment and Kneebend adjustment Cranking Handles Located at foot end of bed Casters: 4 x 100mm Grey Rubber, Diagonal 2 With Brakes
Supply with	A Stainless Steel Double Hook Drip Pole With Receiving sockets Head-end Corners
Adjustability	Gas Spring Assisted Backrest Adjustment
Accessories	Patient control side rail for desired position. 1 pcs hospital B.S Latex Mattress supplied with Sanitized PVC Zip Cover Mediflex mattress to Kenyan Medical Practitioner's Approval;
Bidding requirement	Supplier to attach a detailed brochure of the product while bidding and provide a warrant after supply
Recommended use	For emergency services and specialized treatments in hospitals
14. HOSPITAL BEDS	
Name	Product Description
Type	Flat Manual Hospital Bed
Dimension Range	2080mm Long x 970mm Wide x 500mm Height
Joinery	To be delivered assembled BUT to client's approval
Structural material components	▪ With telescopic SS IV pole and provisions Bed framework made from mild steel ERW round tubes.
Finish materials	▪ Bed sheet top made from perforated steel, epoxy powder coated and baked finish.
Accessories	▪ Metal railings fixed into bed frame, very sturdy. ▪ Stainless steel head and foot board can be removable.

Recommended use	<ul style="list-style-type: none"> ▪ ForGeneralHospital use; emergency servicesandspecialized treatments
15. HOSPITAL BEDSIDE TABLE	
Name	ProductDescription
Type	▪BEDSIDELOCKER-CLASSIC
Dimension	Overallsize : 400mmwide x450mmdepthx800mm height ▪Lockertopsize:400mmlong x406mmwide x750mmheight
Structural components	<ul style="list-style-type: none"> ▪Steel sheet constructed ▪To be supplied witha drawer anda 2 shelves closed cabinet ▪Tray at rearforholdingvacuum flask&drink containers ▪Towel railat rearoflocker ▪ Lockertopconstructedof laminatedfibreboardwithallround mouldedrubber edgingswith foldabletopas option ▪Finishing : epoxy powdercoated Castors: 4No. x50mmgrey rubber type
Bidding requirement	▪Supplier MUST attachadetailed brochure oftheproducts while biding andprovide warrant aftersupply
16. HOSPITAL SIDE TABLE	
Name	Productdescription
Type	▪Stainless steelself-standing; Mobilewith shelves
Size	▪302mmlong 302mmwide X720mm height.
Structural Material	Stainless steel metalframe work;chrome and3 layer perforated tops. Cold steel grid platewholemouldingsurfaceand banisternmade of stainless steel. ▪Castors: 4No. x50mmGrey Rubber Type
Bidding requirement	Supplier MUST attachadetailed brochure oftheproduct while biding and providewarrantaftersupply
Usage	ForGeneralHospital use; storage andmobility in specialized treatments
17. HOSPITAL SIDE TABLE	
Name	Product Description
Type	OverBed Table-Elegance
Surface Size :	815-830mmLong X360mmWide X720mmHeight
Material	Mild SteelConstructed Finish: EpoxyPowderCoated Sliding Part-Chrome-Plated height adjustablefrom700mm To 1100mm table top oflaminatedFibreboard surfacewithAll Round ramming edging Castors: 4No. x50mm,GreyRubber
Bidding requirement	Supplier MUST attachadetailed brochure oftheproduct while biding and providewarrantaftersupply

Usage	For specialized treatment in hospital wards.
19. STAND	
Name	Product Description
Type	Transfusion/Drip Stand Mobile.
	Tubular Steel Framework; Complete Stainless Steel; Finishing: epoxy powder coated 4 No. legged base mounted on 50mm swivelling castors Supplied with a Chrome-Plated Double Hook IVPole Castors: 4 No. x50mm Grey Rubber
Bidding requirement	Supplier MUST attach detailed brochure of the product while bidding and provide warrant after supply
Usage	For specialized treatment in hospital wards and emergency sections.
20. STAND	
Name	Product Description
Type	Patients Lifter Ole (Monkey Pulley) for Attachment to Bed Head Panel
	Tubular Mild Steel Construction Finishing: Chrome-Plated To be supplied with Adjustable Hand Grip, 2 No. Bracket / Clamp For Securing To Bed and Head Panel 1
Material	Stainless steel self-standing.
Bidding requirement	Supplier MUST attach detailed brochure of the product while bidding and provide warrant after supply
Usage	For specialized treatment in hospital wards and emergency.
22. STAND	
Name	Product Description
Type	Ward Screen Mobile 4 Fold
product description	Tubular Mild Steel Construction - 7 Legged Size Of Each Panel / Fold - 560mm wide x 1850mm height Finishing: Epoxy Powder Coated Castors: 50mm Swivelling Type To be supplied with 4 Pcs. Blue Curtain
Bidding requirement	Supplier MUST attach detailed brochure of the product while bidding and provide warrant after supply
Usage	For specialized treatment in hospital wards and emergency.
23. STAND	
Name	Product Description
Type	Bowl Stand - Single
product description	Tubular Steel Framework; Complete Stainless Steel

	Castors:3No. x75mmGrey Rubber To be supplied with2 No. Stainless SteelBasin-360mm Diameter100mmDeep Finishing : EpoxyPowderCoated
Bidding requirement	Supplier MUST attachadetailed brochure oftheproduct while biding and providewarrantaftersupply
Usage	Forspecialized treatment inhospital wards andemergency.
24. SEATING	
Name	ProductDescription
Type	Surgeon'sOperatingStool
productdescription	5 Legged AluminiumBase Castors: 5 x50mmSwivellingType 300mmDiameterPVCPadded Seat Gas SpringAssisted RevolvingSeat HeightAdjustment-500mmto 600mm
Bidding requirement	Supplier MUST attachadetailed brochure oftheproduct while biding and providewarrantaftersupply
Usage	Forspecialized treatment inhospital wards andemergency.
25. SEATING	
Name	ProductDescription
Type	Surgeon's StoolOn Castors
ProductDescription	Tubular SteelFrame Finishing : EpoxyPowderCoated Round Revolving PVCPadded Seat Screw Height Adjustment-450mmto 600mm OPTION: Castors: 4No.x50mmSwivellingTypeORWithout Castors 4 Legs Mounted OnRubber Studs
Bidding requirement	Supplier MUST attachadetailed brochure oftheproduct while biding and providewarrantaftersupply
Usage	Forspecialized treatment inhospital wards andemergency.
26. MATERNITYBEDS	
Name	ProductDescription
Type	Delivery Couch
Structural component and materials	Tubular Steel Framework, 4 Legs Mounted OnRubber Studs 75mm Thick VinylPVC PaddedP.U.Foam Cushion Top Manually Adjustable Backrest -4 Reclining Positions Leg-rest CanBe Manually Lowered DownVertically ForLithotomy Positions

	Finishing: Epoxy PowderCoated Accessories: 1No.Unit Stainless SteelDoubleHook Adjustable IVDrip Pole 1 No. PairAdjustablePadded Lithotomy Stirrups withCanvas Leggings
Bidding requirement	Supplier to attach detailed brochure of the products while bidding and provide warrant after supply
Recommended use	For emergency services and specialized treatments in hospitals
27. MATERNITY BEDS	
Name	Product Description
Type	Gynaec Examination Standard
Structural component and materials	Tubular Steel Framework 4 Legs Mounted On Rubber Studs 75mm Thick Vinyl PVC Padded P.U. Foam Cushion Top-Black Colour Finishing: Epoxy PowderCoated Backrest :Adjustable 4 Reclining Positions Supplied with A Pair Of Lithotomy Stirrups With Canvas Leggings Size; 850mm Long x600mm wide x750mm height
Bidding requirement	Supplier to attach detailed brochure of the products while bidding and provide warrant after supply
Recommended use	For emergency services and specialized treatments in hospitals
28. MATERNITY BEDS	
Name	Product Description
Type	Examination Couch Standard
Structural component and materials	Tubular Steel Framework 4 Legs Mounted On Rubber Studs Finishing: Epoxy PowderCoated 75mm Thick Vinyl PVC Padded PU. Foam Cushion Top-Black Colour Manually Adjustable Backrest-4 Reclining Positions Size: 1850mm Length x600 mm wide x750mm height
Bidding requirement	Supplier to attach detailed brochure of the products while bidding and provide warrant after supply
Recommended use	For emergency services and specialized treatments in hospitals
29. MATERNITY BEDS	
Name	Product Description
Type	Wooden Ultrasound Couch

Structural component and materials	WoodenFramework -Varnished Cushion Top-Black Vinyl PvCPaddedPU. Foam-75mm Thick Supplied withAdjustable Backrest-4 RecliningPositions Size: 850mm Long x600mmWide x750 mm Height.
Bidding requirement	Supplier to attach detailed brochure of the products while bidding and provide warrant after supply
Recommended use	For emergency services and specialized treatments in hospitals
30. PEDIATRICIAN BEDS	
Name	Product Description
Type	hospital childcot bed; flat top / fixed height
Structural component and materials	Frame & Safety Siderails: Tubular Mild Steel Mattress Base: 1.2mm Thick Steel Sheet With Ventilation Holes Full Length Safety Side rails With Self Locking Mechanism Side rails Lowered Down Vertically When Not In Use Finishing : Epoxy Powder Coated Castors : 4 x75mm, Grey Rubber, Diagonal 2 With Brakes Mattress Base Size: 1370mm L x 760mm W Height To Mattress Bases: 600mm Supply with 75mm Thick P.U. Foam Mattress With Calico Cover
Bidding requirement	Supplier to attach detailed brochure of the products while bidding and provide warrant after supply
Recommended use	For emergency services and specialized treatments in hospitals
31. PEDIATRICIAN BEDS	
Name	Product Description
Type	Adult cot bed flat top/ fixed height
Structural component and materials	<ul style="list-style-type: none"> • Frame & Safety Siderails: Tubular Mild Steel • Mattress Base: 1.2mm Thick Steel Sheet With Ventilation Holes • Full Length Safety Side rails With Self Locking Mechanism • Side rails Lowered Down Vertically When Not In Use • Finishing : Epoxy Powder Coated • Castors : 4 x100mm Grey Rubber, Diagonal 2 With Brakes Mattress Base Size: 1905mm long x 915mm wide To Mattress Bases: 610mm
Bidding requirement	<ul style="list-style-type: none"> • Supplier to attach detailed brochure of the products while bidding and provide warrant after supply
Recommended use	<ul style="list-style-type: none"> • For emergency services and specialized treatments in hospitals
32. TROLLEYS	
Name	Product Description

Type	•Ambulant trolley type I
Recommended series for procurement.	▪2840mmlong X1770mmwide •2800mmlong X1800cmwide
Structural material components	▪Steel metalassembled and joined to approval ▪Chrome pipedmetal ▪Castors withgrey rubber ▪Thicknessofsteelpipe, color, dimension,structureandhandles& knobs maybe customized; and ▪Black leathercoverinthelying part ▪
Adjustability	▪Adjustableflatback at waist back, ▪Adjustableheight ahead back; and ▪Can serve as stretcher.
Bidding requirement	▪Supplier to attach a detailed brochure of the products while bidding and provide warrant after supply
Recommended use	▪For ICU centers, physiotherapy and specialized treatments

33. AMBULANCE TROLLEY

Name	▪ Product Description
Type	▪Ambulant trolley type II
Dimension	▪2780mmlong X1820mm wide
Structural material components	▪Steel metalassembled and joined to approval, ▪Black leathercover, ▪Castors withgrey rubber ▪Chrome pipedmetal, ▪Thicknessofsteelpipe, color, dimension,structureandhandles& knobs maybe customized; and ▪Black leathercoverinthelying part.
Finish materials	▪Smooth leather preferably dark brown or black, and ▪Yellow in colour chrome piped metal
Bidding requirement	▪Supplier to attach a detailed brochure of the products while bidding and provide warrant after supply
Recommended use	▪For ICU centers, physiotherapy and specialized treatments

34. AMBULANCE TROLLEY

Name	▪ Product Description
Type	▪Patient Recovery Trolley
Dimension	▪1980mmlong X560mmwide X800mmheight
Structural material components	•Frame: Tubular Mild Steel •Finishing: Epoxy Powder Coated •Stainless Steel Sheet Constructed Trolley Top • comes with A Mechanical Cranking Adjustable Backrest, Cranking Handle At Foot end Of Trolley i. Accessories: a. A Pair Of Telescopic Safety Siderails

	<ul style="list-style-type: none"> b. 50mm Thick Removable P.U. Foam Mattress With Brown Vinyl PVC Cover c. A Stainless Steel Double Hook IV Drip Pole With Receiving Sockets At 4 Corners d. Utility Tray and Oxygen Cylinder Bracket Located Beneath Trolley Top e. Detachable Head And Foot End Wooden Panels f. Castors: 4 x 125mm, Grey Rubber, Diagonal 2 With Brakes
Bidding requirement	<ul style="list-style-type: none"> • Supplier to attach detailed brochure of the products while bidding and provide warrant after supply
Recommended use	<ul style="list-style-type: none"> • For ICU centers, physiotherapy and specialized treatments
35. AMBULANT TROLLEY	
Name	Product Description
Type	<ul style="list-style-type: none"> • Ferno Emergency Stretchers
Dimension	<ul style="list-style-type: none"> • 3400mm long X 1480mm wide • 2590mm long X 1940mm wide
Structural material components	<ul style="list-style-type: none"> • Chrome piped metal, • Pink smooth cushion fabric covered
Bidding requirement	<ul style="list-style-type: none"> • Supplier to attach detailed brochure of the products while bidding and provide warrant after supply
Recommended use	<ul style="list-style-type: none"> • For emergency services and specialized treatments
36. AMBULANT TROLLEY	
Name	Product Description
Type	<ul style="list-style-type: none"> • Canvas bed mobile blood donor session.
Size	<ul style="list-style-type: none"> • 1850mm Long x 750mm wide x 600mm height
Structural material components	<ul style="list-style-type: none"> Tubular Steel Frame Finishing : Epoxy Powder Coated • Heavy Duty Nylon Canvas Material For Bed Top - Blue Colour
Bidding requirement	<ul style="list-style-type: none"> Supplier to attach detailed brochure of the products while bidding and provide warrant after supply
Recommended use	<ul style="list-style-type: none"> For emergency services and specialized treatments
37. NON AMBULANT TROLLEY	
Name	Product Description
Type	Non ambulant stretchers
Dimension	2820mm long X 1780mm wide
Structural material components	<ul style="list-style-type: none"> • Reconcussion plain Plastic red resin material
Bidding requirement	<ul style="list-style-type: none"> • Supplier to attach detailed brochure of the products while bidding and provide warrant after supply

Recommended use	▪Foremergency services
38. AMBULANT TROLLEY	
Name	▪ProductDescription
Type	▪Ambulant trolley
Dimension	▪2800mmlong X1800mmwide ▪2590mmX1940mmwide
Structural material components	▪Reconcushionplainblack, ▪Castors withgrey rubber ▪Thicknessofsteelpipe, color, dimension,structureandhandles& knobs maybe customized; and ▪Chrome pipedmetal.
Finishmaterials	▪Reconcushionplainblack orwhite
Bidding requirement	▪Supplierto attacha detailed brochure oftheproducts whilebiding and providewarrantaftersupply
Recommended use	▪Foremergency services and specialized treatments
41. AMBULANT TROLLEY	
Name	▪ProductDescription
Type	▪OverbedTable
Dimension	▪830mmlong X360mmwide
Structural material components	▪Frame Tubular Mild Steel ▪Finishing : EpoxPowdercoated ▪Table Top: Fixedheight-930mm ▪Table top constructed oflaminated fiberboardwithAllround mouldedruber edgings ▪Castors 4No. x50mm Swiveling Type
Bidding requirement	▪Suppliesto attacha detailed brochure oftheproducts whilebiding and providewarrantaftersupply
Recommended use	▪Foremergency services and specialized treatments
42. AMBULANT TROLLEY	
Name	▪ProductDescription
Type	▪Instrument Trolley Stainless SteelwithGuard Rails
Preferred supply models	900mmLong x450mmwide x860mmheight 600mmLong x450mmwide x860mmheight ▪450mmLong x450mmwide x860mmheight
Structural material components	Frame: 25mmx1.2mmSUS HollowSection 2 No. Stainless Steel Shelves-1.0mmSUS/304/BSheet Guardrails: 50mm HighOn3 Sides For Top Shelf Castors: 4No. x75mmGrey Rubber
Bidding requirement	Suppliesto attacha detailed brochure oftheproducts whilebiding and providewarrantaftersupply
Recommended use	Foremergency services and specialized treatments

47. LINENTROLLEY	
Name	ProductDescription
Type	Linentruck
Dimension	2200mmlong X2290mmwide
Structural material components	<ul style="list-style-type: none"> ▪Tubular steel constructed framework Castors withgrey rubber
Finishmaterials	▪Removable canvas Big Bag
Bidding requirement	<ul style="list-style-type: none"> ▪ Supplier to attach a detailed brochure of the products while bidding and provide a warrant after supply
Recommended use	▪Laundry areas in Hospital set up
48. HEALTH RECORDS STORAGE SYSTEM	
Name	ProductDescription
Fitting Type	<ul style="list-style-type: none"> ▪Stationery cupboard commercial range ▪Cardex-visible records systems ▪Twincard index cabinet
Dimension	<ul style="list-style-type: none"> ▪Stationery cupboard commercial range; Double door with 3 adjustable shelves ▪900mmlong x450mmwide x900mmheight; ▪900 mmlong x450 mmwide x1800 mm height; <p><u>Cardex-visible records systems</u></p> <ul style="list-style-type: none"> ▪Description: 5 Tray -265mmlong x600 mmwide x250mmheight ▪Description: 10 Tray 265mmlong x600 mmwide x455 mmheight ▪Description: 15 Tray 265mmlong x600 mmwide x655 mmheight ▪Description: 20 Tray 265mmlong x600 mmwide x855 mmheight <p><u>Twincard index cabinet with 2 No.</u></p> <p><u>drawer fitted with locks and compressor plates</u></p> <ul style="list-style-type: none"> ▪435mmlong x127mmwide x355 mmheight ▪355 mmlong x100 mmwide x355mm height ▪285 mmlong x76 mmwide x355 mmheight ▪435 mmlong x127 mmwide x508mmheight ▪355 mmlong x100 mmwide x508mmheight ▪285 mmlong x76 mmwide x508 mmheight
Lock and handle	Mandatory-Cylinder lock or digital lock or padlock.
Installation	Screw free, rivets to metal specification approval
Structural component	<ul style="list-style-type: none"> ▪Thickness of steel sheet, dimension, structure and knobs may be customized; ▪Super cold rolled steel, strong complete steel construction with Anti tilt mechanism; ▪Smooth, full extension ball bearing runner system which allows complete drawer access and prevents jamming even under full load; ▪Silent sliders, screw; <p>free knockdown structure, spare space & easy to assemble;</p> <p>Blocking lock.</p>
Surface	▪Durable epoxy powder finish, light line grey or silver in colour.
Storage	▪The drawers are designed for A4, letter and legal size files, catering for different demand to choose adjustable file hanging bars.

Bidding requirement	▪ Supplier to attach detailed brochure of the product while bidding and provide warrant after supply.
Usage	▪ For general hospital use
49. HEALTH RECORDS STORAGE SYSTEM	
Name	▪ Product Description
Type	▪ Suspension filling chasis
Dimension	▪ 460mm long x 655 mm wide x 605mm height
Structural material components	▪ Tubular steel constructed framework ▪ Castors with grey rubber
Finish materials	▪ Removable canvas Big Bag
Bidding requirement	▪ Supplier to attach detailed brochure of the products while bidding and provide warrant after supply
Recommended use	▪ Filing and storage areas in Hospital set up
50. PEDIATRICIAN	
Name	▪ Product Description
Type	▪ Baby Bath Trolley
Structural component and materials	Tubular Steel Framework Finishing : Epoxy Powder Coated ▪ Supplied with Removable Bath Basin, Brown Vinyl PVC Padded Top, 4 No. x 75mm Grey Rubber Castors Diagonally placed with Brakes, Closed Cabinet And Half Shelf
Bidding requirement	Supplier to attach detailed brochure of the products while bidding and provide warrant after supply
Recommended use	For emergency services and specialized treatments in hospitals

EVALUATION CRITERIA

REFERENCES	
2.26.1	Lowest evaluated price
2.26.2	Financial, technical and delivery capability
	Statutory mandatory requirement
	Past performance experience
	Manufacturers authorization

	Standardization marks
	Labour law requirements for staff

AWARD CRITERIA

Lowest quoted price	40%
Financial, technical and delivery capability	20%
Statutory mandatory requirement	10%
Past performance experience	5%
Manufacturers authority	5%
Standardization marks	10%
Labour law requirements for staff	10%

SECTION VII – EVALUATION CRITERIA

Evaluation & Award Criteria

Since this is a term contract, the Procuring entity will evaluate and award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive as detailed herein, provided further that the tenderer is determined to be technically qualified to perform the contract satisfactorily.

7.1 Preliminary evaluation of tenders shall be done on the basis of the following criteria.

Whether or not: -

- a) The tender has been submitted in the required format.
- b) The tender security submitted is in the required form, amount and validity period.
- c) The tender form has been signed by the person lawfully authorized to do so.
- d) The required numbers of copies of the tender have been submitted.
- e) The tender is valid for the period required
- f) All required documents and information have been submitted.
- g) Samples / Brochures have been submitted accordingly.
- h) Duly signed Statement/Certificate of Compliance (relevant)

7.2 Upon completion of Preliminary Evaluation, Technical Evaluation shall then be done by subjecting the samples to tests using approved standards for each item offered.

7.3 Non conforming tenders will be rejected at this stage and only technically compliant tenders will be subjected to financial evaluation.

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. 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**

To: _____
[name and address of procuring entity]

Date _____
Tender No. _____

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 *[150]* 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.

Tender No. SB/45/2016/2017: Supply of Furniture (Financial Year 2016/2017)

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

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details • 																														
	<p>Part 2 (b) Partnership</p> <p>Given details of partners 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: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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1.																											
2.																											
3.																											
4.																											
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>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: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <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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1.																											
2.																											
3.																											
4.																											
5.																											
<p>Date Signature of Candidate</p>																															

- 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 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.

8.7 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

