

**UY REPUBLIC OF KENYA**



**COUNTY GOVERNMENT OF KIRINYAGA  
P.O. BOX 260 - 10304,  
KUTUS.**

**DEPARTMENT OF MEDICAL SERVICES, PUBLIC HEALTH AND SANITATION**

**OPEN TENDER**

**FOR**

**TENDER FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND  
COMMISSIONING OF RESUSCITAIRE (NEWBORN) WITH PHOTOTHERAPY  
UNIT**

**TENDER NEGOTIATION NO: 747893-2019/2020**

*(Reserved for AGPO)*

**CLOSING DATE: MONDAY 16<sup>TH</sup> SEPTEMBER, 2019 AT 2.00PM  
A.M**

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## **SECTION I - INVITATION TO TENDER**

The County Government of Kirinyaga invites sealed bids from all interested and eligible AGPO tenderers for the **Tender for Supply, Deliver Installation, Testing and Commissioning of Resuscitaire (Newborn) With Phototherapy Unit.**

Interested and eligible tenderers may obtain further information from and inspect the tender documents at Director Supply Chain Management Office, 1st Floor Kirinyaga County Headquarters, Kutus, during normal working hours.

A complete set of tender documents may be obtained by interested bidders from the Public Procurement Information Portal website <http://tenders.go.ke> or the County website [www.kirinyaga.go.ke](http://www.kirinyaga.go.ke).

Bidders who download the documents from the website **MUST** forward their particulars (Name, contacts, physical address and the TENDER NEGOTIATION NO./description) immediately to [procurement@kirinyaga.go.ke](mailto:procurement@kirinyaga.go.ke) for recording and any further clarifications or addendums.

Tender must be accompanied by duly Filled, Signed and Stamped Tender Securing Declaration Form.

Complete tender documents, enclosed in plain sealed envelopes marked with Tender Number/Tender Description and Reference shall be addressed to;

**The County Secretary & Head of Public  
Service, County Headquarters,  
P.O Box 260  
10304,  
Kutus.**

and be deposited in the Tender Box at located at **1<sup>st</sup> Floor, County Government of Kirinyaga Headquarters, Kutus Town**, on or before **MONDAY 16<sup>TH</sup> SEPTEMBER, 2019 AT 2.00PM**

Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend the opening at The County Headquarters, 3rd Floor, Conference Room.

Late bids **SHALL NOT** be accepted.

**HEAD, SUPPLY CHAIN MANAGEMENT  
FOR: COUNTY SECRET**

**SECTION II – INSTRUCTIONS TO TENDERERS**

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 ELIGIBLE TENDERERS**

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- 2.1.1 This Invitation for Tenders is open to all eligible AGPO tenderers 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 County Government of Kirinyaga 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 County Government of Kirinyaga 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**

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- 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**

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- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and County Government of Kirinyaga, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

**2.3.2** A complete set of tender documents may be obtained free of charge by interested bidders from the National Treasury Supplier Portal website <http://tenders.go.ke> or the County website [www.kirinyaga.go.ke](http://www.kirinyaga.go.ke). Bidders who download the documents from the website MUST forward their particulars (Name, contacts, physical address and the TENDER NEGOTIATION NO./description) immediately for recording and any further clarifications and addenda to [procurement@kirinyaga.go.ke](mailto:procurement@kirinyaga.go.ke).

**2.3.3** All firms found capable of performing the contract satisfactorily in accordance to the set criteria shall be considered responsive.

## **2.4 CONTENTS OF TENDER DOCUMENTS**

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

- (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
- (xiv) Tender Securing Declaration form

2.4.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a TENDER NEGOTIATION 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**

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2.5.1 A prospective tenderer requiring any clarification of the tender document may notify County Government of Kirinyaga in writing or by post at the entity's address indicated in the Appendix to Invitation to Tender. County Government of Kirinyaga 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 County Government of Kirinyaga. 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 County Government of Kirinyaga 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**

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2.6.1 At any time prior to the deadline for submission of tenders, County Government of Kirinyaga, 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, County Government of Kirinyaga, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 LANGUAGE OF TENDER**

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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 County Government of Kirinyaga, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 DOCUMENTS COMPRISING THE TENDER**

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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 2.1.1 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 2.2.1 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**

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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**

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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 tender 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 2.2

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.11 TENDER CURRENCIES**

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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**

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- 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 County Government of Kirinyaga'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 County Government of Kirinyaga'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**

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- 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 County Government of Kirinyaga; and
- (c) a clause-by-clause commentary on County Government of Kirinyaga'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**

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- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Instructions 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 County Government of Kirinyaga against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.8
- 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 County Government of Kirinyaga and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any TENDER NEGOTIATION NOT secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by County Government of Kirinyaga 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 County Government of Kirinyaga.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29 and furnishing the performance security, pursuant to paragraph 2.30

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by County Government of Kirinyaga 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 2.29 **or**;
  - ii) to furnish performance security in accordance with paragraph 2.30

## **2.15 VALIDITY OF TENDERS**

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2.15.1 Tenders shall remain valid for 120 days or as specified in the Appendix to Instruction Invitation to tender after the date of tender opening prescribed by County Government of Kirinyaga, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by County Government of Kirinyaga as non-responsive.

2.15.2 In exceptional circumstances, County Government of Kirinyaga 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**

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2.16.1 The tenderer shall prepare one original and two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**", as appropriate or as specified in the Appendix to Instruction Invitation. 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**

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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 County Government of Kirinyaga at the address specified in the Appendix to Instructions to Tenderers:

(b) bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE”, MONDAY 16<sup>TH</sup> SEPTEMBER, 2019 AT 2.00PM**

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, County Government of Kirinyaga will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 DEADLINE FOR SUBMISSION OF TENDERS**

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2.18.1 Tenders must be received by County Government of Kirinyaga at the address specified in the Appendix to Instructions to Tenderers no later than **MONDAY 16<sup>TH</sup> SEPTEMBER, 2019 AT 2.00PM**

2.18.2 County Government of Kirinyaga 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 County Government of Kirinyaga and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## **2.19 MODIFICATION AND WITHDRAWAL OF TENDERS**

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- 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 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 County Government of Kirinyaga may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 County Government of Kirinyaga 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**

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- 2.20.1 County Government of Kirinyaga will open all tenders in the presence of tenderers' representatives who choose to attend, on **MONDAY 16<sup>TH</sup> SEPTEMBER, 2019 AT 2.00PM** or **as may be specified in the Appendix to Invitation to Tender**. The tenderers' representatives who choose to attend 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 County Government of Kirinyaga, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 County Government of Kirinyaga will prepare minutes of the tender opening.

## **2.21 CLARIFICATION OF TENDERS**

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- 2.21.1 To assist in the examination, evaluation and comparison of tenders County Government of Kirinyaga 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 County Government of Kirinyaga in County Government of Kirinyaga tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 PRELIMINARY EXAMINATION**

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- 2.22.1 County Government of Kirinyaga 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 County Government of Kirinyaga may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 County Government of Kirinyaga 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. County Government of Kirinyaga'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 County Government of Kirinyaga and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 CONVERSION TO A SINGLE CURRENCY**

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2.23.1 Where other currencies are used, County Government of Kirinyaga 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**

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2.24.1 County Government of Kirinyaga will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22 and instructions given at the appendix to Instructions to Tenderers.

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**

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

## **2.26 CONTACTING COUNTY GOVERNMENT OF KIRINYAGA**

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2.26.1 Subject to paragraph 2.21 no tenderer shall contact County Government of Kirinyaga 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 County Government of Kirinyaga 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**

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### **a) Post qualification**

2.27.1 In the absence of pre-qualification, County Government of Kirinyaga 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 County Government of Kirinyaga 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 County Government of Kirinyaga 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 County Government of Kirinyaga 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 highest combined technically and financially evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**(c) County Government of Kirinyaga's Right to Vary quantities**

2.27.5 County Government of Kirinyaga 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) County Government of Kirinyaga's Right to Accept or Reject Any or All Tenders**

2.27.6 County Government of Kirinyaga 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 County Government of Kirinyaga's action.

**2.28 NOTIFICATION OF AWARD**

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2.28.1 Prior to the expiration of the period of tender validity, County Government of Kirinyaga 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 2.30, County Government of Kirinyaga will promptly notify each



unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

## **2.29 SIGNING OF CONTRACT**

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- 2.29.1 At the same time as County Government of Kirinyaga notifies the successful tenderer that its tender has been accepted, County Government of Kirinyaga 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 County Government of Kirinyaga.

## **2.30 PERFORMANCE SECURITY**

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- 2.30.1 Within Thirty (30) days of the receipt of notification of award from County Government of Kirinyaga, 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 County Government of Kirinyaga.
- 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 County Government of Kirinyaga may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 CORRUPT OR FRAUDULENT PRACTICES**

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- 2.31.1 County Government of Kirinyaga 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;
- 5 “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
- 6 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of County

Government of Kirinyaga, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive County Government of Kirinyaga of the benefits of free and open competition;

2.31.2 County Government of Kirinyaga 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 THE TENDERERS

The following information for procurement of goods shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix to instructions to tenderers herein shall prevail over those of the instructions to tenderers:

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Eligible tenderers: <b>Open to all interested and Eligible AGPO tenderers</b>
2.2.1	Eligible Source Country: <b>All Countries are Eligible</b>
2.5.1	The address for clarification of Tender documents is Attention:  <b>The Head Supply Chain Management, County Government of Kirinyaga, P.O. Box 260 – 10304, Kutus.</b>
2.6.1	<i>Tenderers are required to attend a mandatory <b>Pre-Bidding &amp; Site Visit meeting on Monday 7<sup>th</sup> September, 2019 at 11.00am.</b> Tenderers will converge at Kirinyaga County Headquarters, 3rd floor, Conference Room before heading to the site. All interested prospective bidders should. A certificate of pre-bid meeting shall be issued to all those in attendance and a copy must be submitted together with the bid document.</i>
2.7.1	The Language of all correspondence and documents related to the Tender is: <b>English</b>
2.9.3	The prices shall be <b>FIXED</b>
2.15.1	The Tender validity period shall be <b>120 days.</b>
2.11.1	Prices shall be quoted in <b>Kenya Shillings</b>
2.14.1	<b>The Tender Security shall be;</b> A completed Tender Securing Declaration Form, duly filled, signed and stamped by the Tenderer in the format provided Section VIII-Standard Forms
2.16.1	(1) The tenderers shall upload copies of all the relevant certificates and documents on the e-procurement system in support of their bids.  (2) The tenderers shall sign all statements, documents and certificates uploaded to take responsibility for their correctness and authenticity.
2.17.2	<b>Tender shall be submitted to:</b>  <b>The Head Supply Chain Management, County Government of Kirinyaga,</b>

	<b>P.O. Box 260 – 10304, Kutus.</b>
2.20.1	<p><b>The Tender opening be as follows:</b></p> <p>Preliminary and Technical bid documents shall be electronically opened immediately after the closing date and time. Suppliers who are responsive on the Preliminary and Technical requirements, shall receive notification on the opening date of commercial bids which shall be projected at the <b>3rd floor Conference Room, Kirinyaga County Headquarters, Kutus</b></p> <p>The tenderers' representatives who choose to attend shall sign a register evidencing their attendance.</p>
2.22.	<p><b>The Preliminary evaluation shall be mandatory:</b></p> <p>The evaluation shall adopt <b>YES/ No Approach</b>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents and Must be certified (signed and stamped) by commissioner of oaths/advocate registered in Kenya:</p> <ul style="list-style-type: none"> <li>• Certificate of valid Tax compliance (will be checked with KRA TCC)</li> <li>• <b>Certified Copy</b> of Certificate of Registration/ Incorporation/ Business Name</li> <li>• <b>A Certified Copy</b> of RECENT CR 12 Form (12 Months) from Registrar of company</li> <li>• Duly filled, signed and stamped Manufacture Authorization Form (duly authorized by the goods' Manufacturer or producer)</li> <li>• Duly filled, signed and stamped self-declaration forms (r 62)</li> <li>• Financial audited accounts for two (2) previous year endorsed, signed and stamped by a registered external auditor.</li> <li>• Duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.</li> <li>• The form of tender <b>shall</b> be duly filled, signed and stamped by an individual entrusted with the powers of attorney.</li> <li>• A certificate of pre-bid meeting shall be issued to all those in attendance and a copy must be submitted together with the bid document.</li> </ul> <p><b>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</b></p>
2.24	<b>Evaluation and Comparison of Tenders (Technical Evaluation)</b>

	<ul style="list-style-type: none"> <li>• Shall be as per evaluation criteria provided below.</li> <li>• All tender responses will be evaluated, and the winning tender selected on the basis of “best value” in terms of technical superiority as well as cost effectiveness.</li> <li>• A tenderer must score a minimum of 70% to be considered for Financial Evaluation.</li> </ul>
2.27	Post – qualification: <b>May be undertaken</b>
2.27.4	Award Criteria: <b>The highest combined technically and financially evaluated bidder</b>
2.30.1	Particulars of performance security if applicable. - <b>N/A</b>

## **EVALUATION PROCESS / EVALUATION CRITERIA**

### **STAGE 1. PRELIMINARY REQUIREMENTS**

1. All entries must be typed or written in ink. Mistakes must not be erased but should be crossed out and corrections made and initialed by the persons signing the tender.
2. The Form of Bid **shall** be duly filled, signed and stamped by an individual entrusted with the powers of attorney.
3. The bidder shall provide **1 ORIGINAL copy** of the bid document and **2 other COPIES** and be marked as original or copy and placed in one envelope. Each bid should be submitted in a plain sealed envelope with the Tender Number and description endorsed on the outside.
4. The bidder shall attach a duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.
5. The Form of power of attorney shall be duly filled, signed and stamped.
6. Tenderers shall ensure that the submitted bid documents are duly **serialized/paginated on each page, well bound and intact**.
7. All submitted forms and documents shall be duly filled, signed (where applicable) and stamped.

**Bidders shall attach copies of the under listed documents and Must be certified (signed and stamped) by commissioner of oaths/advocate registered in Kenya:**

1. Certificate of valid Tax compliance (will be checked with KRA TCC.)
2. **Certified Copy of** Certificate of Registration/ Incorporation/ Business Name.
3. **A Certified Copy** of RECENT CR 12 Form (12 Months) from Registrar of company.
4. Duly filled, signed and stamped **Manufacture Authorization Form** (duly authorized by the goods' Manufacturer or producer).
5. Duly filled, signed and stamped self-declaration forms (r 62).
6. Financial audited accounts for two (2) previous year endorsed, signed and stamped by a registered external auditor.
7. Duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.
8. The form of tender shall be duly filled, signed and stamped by an individual entrusted with the powers of attorney
9. A certificate of pre-bid meeting shall be issued to all those in attendance and a copy must be submitted together with the bid document.

**Bidders that will not comply with the above criteria shall be considered non-responsive at this point and disqualified from further evaluation.**  
**STAGE 2. TECHNICAL EVALUATION**

<b>CRITERIA</b>	<b>DESCRIPTION</b>	<b>MAX SCORE %</b>
<b>(A) LEGAL CAPACITY</b>		
<b>Legal Capacity</b>	1. History of Non-Performing Contracts	2.5
	2. Pending Litigation (Provide Litigation History)	2.5
<b>TOTAL (Legal Capacity)</b>		<b>5</b>
<b>(B) FINANCIAL PERFORMANCE</b>		
<b>Financial Performance</b>	<b>Submission of Audited Financial reports for the last two [2] years</b>	
	(a) the current soundness of the applicants financial position and its prospective long term profitability - last two (2) years audited reports	5
	(b) Evidence of adequacy of working capital: - Last 12 Months certified Bank statements or Letter from the bank confirming availability of adequate funds to perform the contract (minimum Kshs 10 million). (5Mks below 10million, 10Mks for Ksh10-15 million, 15Mks for above Ksh15 million).	15
<b>TOTAL (Financial performance)</b>		<b>20</b>
<b>(C) COMPANY EXPERIENCE</b>		
	<b>(A) General Experience</b>	
<b>experience</b>	General Experience in handling similar Supply, Delivery and Installation of Technical Goods/Equipment projects. Provide list showing project name, contract period, contract sum, commencement date, completion date, and percentage currently (where applicable). (2Mks for each project up to a maximum of 3 Projects; Attach Certified Copies of Purchase Orders/Contracts/Completion Certificates/ )	6
	<b>(B) Specific Experience</b>	
	Specific Experience in handling similar Supply, Delivery and Installation of Technical Goods/Equipment Projects in the Health Sector. Provide list showing project name, contract period, contract sum, commencement date, completion date, and percentage currently (where applicable). (8Mks for each project up to a maximum of 3	24

	Projects; Attach Certified Copies of Purchase Orders/Contracts/Completion Certificates/ )	
<b>Total Company Experience</b>		<b>30</b>
<b>(C) METHODOLOGY</b>		
	<b>(A) Technical Capacity</b>	
	Clause-by-clause comments/details on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service offered by the tenderer in meeting the Technical Specifications PROVIDED.	10
	<b>(B) Delivery Period</b>	
	Delivery Period/Work plan/Methodology for undertaking the assignment (Submit sufficient details that demonstrate the Lead Time with regards to the completion time referred to in Special Conditions of Contract	10
	<b>(B) Warranty</b>	
	Full guarantee and warranty as per the General Conditions of Contract (Provide details of Warrant) More than 2 Years (5Mks), 2-1 Years (2.5Mks), Less than One Year (0Mks)	5
<b>TOTAL (Methodology)</b>		<b>25</b>
<b>(D) KEY PERSONNEL</b>		
Key Personnel competences	Qualification and experience of key personnel. Attach certified copies of C.Vs and certificates).	
	(i) Project Manager (the overall in charge person(s) responsible for the assignment) with at least three years' experience in works of an equivalent nature and volume. Minimum Degree in Bio-Medical Engineering or in related field, Degree – 5mks; Diploma – 2.5mks; Experience 10Mks	<b>15</b>
<b>(E) KNOWLEDGE TRANSFER (Training)</b>		
	Describe your plans to ensure continuous knowledge transfer (Training) to staff over the duration of the implementation period	2.5
	Provision of Manuals and Equipment usage guides	2.5
<b>Total Knowledge Transfer</b>		<b>5</b>
<b>GRAND TOTAL</b>	<b>(Totals for; A, B, C, D, &amp; E)</b>	<b>100</b>



**In addition to the mandatory requirements above, a minimum technical score of 70% shall be required to proceed to evaluation of the financial bids.**

### **STAGE 3. FINANCIAL EVALUATION**

The financial evaluation will include:

#### **(1) Arithmetic Errors**

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities. Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. Discount if any shall be treated as an error.

#### **(2) Comparison of rates**

The evaluation committee will compare rates from different bidders and note consistency of rates and front loading. The evaluation committee will judge and make an appropriate decision giving evidence.

#### **(3) Financial Evaluation**

The financial submissions of the required goods and services will be divided by the lowest bidder's financial quote to determine the financial score of each bidder using the formulae below:

**$S_f = 100 \times \frac{F_m}{F}$**  where:  $S_f$  is the financial score;  $F_m$  is the lowest priced financial proposal and  $F$  is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical ( $St$ ) and financial ( $Sf$ ) scores using the weights ( **$T$ =the weight given to the Technical Proposal as 80%:  $P$  = the weight given to the Financial Proposal as 20%**)

**Combined Technical and Financial scores is: :-  $S = St \times T \% + Sf \times P \%$**  Proposals will be ranked according to their combined technical ( $St$ ) and financial ( $Sf$ ) scores using the weights ( $T$ =the weight given to the Technical Proposal:  $P$  = the weight given to the Financial Proposal;  $T + p = 1$ )

### **SUMMARY OF EVALUATION AND COMPARISON OF TENDERS**

The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.

**Selection Process**

Quality Cost Based Selection

**The table below summarizes the overall evaluation process and the proposed weighting of each stage.**

<b>AREA RATING</b>	<b>RATING/SCORE</b>
STEP 1: Preliminary evaluation	Elimination
STEP 2: Technical Evaluation	80
STEP 3: Financial Evaluation	20
<b>Combined Technical and Financial Score</b>	<b>100</b>

**STAGE 4 - POST-QUALIFICATION**

An evaluation committee may, after tender evaluation, but prior to the award of the tender, conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with this Act.

The conduct of due diligence may include obtaining confidential references from persons with whom the tenderer has had prior engagement.

To acknowledge that the report is a true reflection of the proceedings held, each member who was part of the due diligence by the evaluation committee shall-

- (a) initial each page of the report; and
- (b) append his or her signature as well as their full name and designation.

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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### **3.1 Definitions**

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

- a) "The Contract" means the agreement entered into between County Government of Kirinyaga 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) " Indefinite-quantity framework contract" means a contract to provide an indefinite quantity, within stated limits, of goods, services or works during a fixed period, and may be a delivery order framework contract; a service order framework contract; or a works order framework contract.
- d) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to County Government of Kirinyaga under the Contract.
- e) "County Government of Kirinyaga" means the organization purchasing the Goods under this Contract.
- f) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

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3.2.1 These General Conditions shall apply in all Contracts made by County Government of Kirinyaga for the procurement installation and commissioning of equipment.

### **3.3 Country of Origin**

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

### **3.6 Patent Rights**

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3.6.1 The tenderer shall indemnify County Government of Kirinyaga 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 County Government of Kirinyaga'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 County Government of Kirinyaga 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 County Government of Kirinyaga 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 County Government of Kirinyaga 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 County Government of Kirinyaga, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by County Government of Kirinyaga 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**

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3.8.1 County Government of Kirinyaga or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. County Government of Kirinyaga 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 County Government of Kirinyaga.

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

3.8.4 County Government of Kirinyaga'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 County Government of Kirinyaga 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**

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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**

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

### **3.11 Insurance**

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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**

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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 County Government of Kirinyaga as specified in the contract

### **3.13 Prices**

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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 County Government of Kirinyaga within 30 days of receiving the request.

### **3.14. Assignment**

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3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with County Government of Kirinyaga's prior written consent

### **3.15 Subcontracts**

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3.15.1 The tenderer shall notify County Government of Kirinyaga 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 County Government of Kirinyaga 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 periods specified in the Contract, or within any extension thereof granted by County Government of Kirinyaga

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

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

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

### **3.17 Liquidated Damages**

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3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, County Government of Kirinyaga 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 County Government of Kirinyaga 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**

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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**

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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 delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.21 Notices**

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3.21.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### Notes on Special Conditions of Contract

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.7	Performance security: <b>N/A</b>
3.10	<p><b>Delivery and Documents:</b>            Delivery of goods shall be Within 30 days from date of signing the contract within Kirinyaga County. Deliveries shall be as per specifications/samples provided and any changes shall be of equivalent quality and approvals sought prior to delivery.</p>
3.12	<p><b>Payment:</b> 100% payment upon Successful Delivery, Testing, Inspection and Acceptance of the Goods</p>
3.13	Price Variation: <b>Refer to 3.13.3</b>
3.18	<p><b>Resolution of Disputes:</b> The formal mechanism for resolution of disputes shall be Arbitration by an arbitrator appointed by the Chartered Institute of Arbitrators (Kenya Chapter) according to the provisions of Arbitration Act Cap 49 Laws of Kenya.</p>
3.19	Language and Laws: <b>Applicable language is English and applicable laws are the Laws of Kenya</b>
3.21	<p><b>Notice:</b> Procuring Entity's Addresses:</p> <p style="text-align: center;"><b>The County Secretary &amp; Head of Public Service,            County Headquarters,            P.O Box 260 – 10304,            Kutus.</b></p>

## **1. ORIGINAL MAUFACTURER BROCHURE**

a) Tenderers are required to submit with their offer an original manufacturer's brochure for each product/item offered. **Failure to submit an original Manufacturer Brochure will lead to disqualification of the product/item offered.**

b) For the purpose of this tender an original manufacturer brochure shall contain the following information;

- i) Name and physical address of the product manufacturer, including the phone number, fax number, e-mail address, website (URL) and country.
- ii) The product model name/number assigned by the manufacturer
- iii) Colour picture of the product which must be clear and reasonably sized.
- iv) Description of the product and its features
- v) Performance and technical specification of the product including any other technical data
- vi) Dimensions of the product

c) A brochure shall not be considered an original manufacturer brochure if ;

- i) It does not contain any of the requirements in section 1 (b) from (i) to (vi)
- ii) Contains superimposed images of the product
- iii) Is a photocopy or a scanned copy

d) A soft copy shall be acceptable so long as it is in a manufacturer PDF format and meets all the requirements stipulated in section 1 (b) and 1(c)

## **2. MANUFACTURER AUTHORIZATION**

a) The tenderer shall provide a Manufacturer Authorization as stipulated in the tender documents for all products tendered for. The Manufacturer Authorization shall specify the product offered in terms of name, model number and country of origin.

b) Any alteration whatsoever on the Manufacturer Authorization will lead to automatic disqualification of the product.

## **3. QUALITY CERTIFICATIONS**

Three international quality standards bodies used in this tender are;

- i) ISO 13485-2003- Medical Device quality management system
- ii) IEC 60601- Requirement for safety of medical electrical equipment
- iii) Council Directive 93/42/EEC- Medical devices and Vitro Diagnostic medical Devices

- iv) ISO-9001- Quality management systems
- v) WHO approved products/standards

#### **4. DELIVERY**

#### **PERIOD**

The tenderer shall be Within 30 days from date of signing the contract or shortest possible delivery period.

#### **5. FALSIFICATION OF DOCUMENTS**

Any document or information submitted e.g. Manufacturer Authorization, Quality Certificate, Brochures etc may be subjected to verification on authenticity. In case of any falsification the item shall not be acceptable and the procurement entity shall recommend appropriate action to the tenderer.

#### **6. OPERATING ENVIRONMENT**

All electro medical equipment should comply with the following operating conditions where applicable;

- i) Operating Voltage:
- ii) Operating Temperatures:
- iii) Humidity Range:
- iv) Altitude
- v) Environment:

#### **7. PRODUCT AND ACCESSORIES**

All electro- medical equipment must be model on **current production**, new and unused.

- a) The tenderer shall supply all necessary accessories as part of the components which guarantee normal function of the equipment in accordance with the specifications.
- b) All spare parts itemized in the specifications shall be supplied.
- c) When the spare parts are available from the manufacturer in packages whose quantity and contents differ from the specifications, the tenderer shall provide the spare parts in amount equivalent to the requirements of the specifications
- d) All consumables itemized in the specifications shall be supplied
- e) Prices quoted shall include all costs of shipment and handling, delivery, pre-installation, installation, testing and commissioning of the products/services at health facilities in Kirinyaga County as per the distribution schedule.
- f) All items to be supplied must be properly marked, as indicated in the schedule of requirement and corresponding technical specifications.

## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General Requirements**

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

SECTION VI – SCHEDULE OF REQUIREMENTS

**NAME OF TENDERER:** TENDER FOR SUPPLY AND DELIVER INSTALLATION, TESTING AND COMMISSIONING OF RESUSCITAIRE (NEWBORN) WITH PHOTOTHERAPY UNIT

**6.1 PARTICULARS**

These are mandatory Specifications. Indicate YES or NO and where necessary specify in order to show conformance of your equipment to the County Government’s specification outlined below. The unit will be installed in Kerugoya hospital.

**TENDERER’S SPECIFICATION** (*Column to be completed by all*)

SPECIFICATION	REQUIREMENT	TENDERER’S
<b>Make</b>		
<b>Model</b>		
<b>Country of Origin</b>		
Manufacturer’s literature, authority and specifications supplied along with this tender		

S/NO.	REQUIRED SPECIFICATIONS	YES	NO
1	Heating element 600watt quartz tube heater		
2	<b>Overall dimensions:</b> The maximum machine width shall be 910 mm to allow the machine to fit through a standard door. The maximum height shall be 1445 mm and the depth shall be 1040 mm. The maximum weight shall be 330 kg.		
3	1000 hours or more heater element life expectancy		
4	Voltage supply 220-240volts		
5	Have different warming modes settings to ensure low lit alarms being enabled.		
6	Effective area range >1300cm <sup>2</sup>		
7	Apgar timer inbuilt with alarm at 0, 5 and 10 minutes to show also elapsed time.		
8	Provided with a skin temperature probe.		
9	Height adjustable with pedal activators.		

10	Mounted on a frame with castor wheels with locks.		
11	Suctioning, oxygen therapy accessories.		
12	Examination L.E.D light adjustable intensity, adjustable focus.		
13	Basinet with side and front panels that fold down		
14	Bassinets tilt variation plus or minus 10 degrees.		
15	Ambient temperature operating ranges 18-30 degrees Celsius.		
16	Mattress with tilt capability plus or minus 0-10 degrees. Temperature probe for skin		
17	Mode control console. Examination lights, heat source, suction machine, oxygen cylinders.		
18	Power back up systems. Accessories Aspirator with catheter 1 set to be provided Oxygen face mask with tubing Neonates, 3 pcs Air way to be provided Demand valve for adults and infant for infant Light cover for 20 ps shielding day light Eye mask for premature baby 20 pcs Eye Mask for new born 20 pcs International standards Manufacturing standards: ISO 13485 or any other internationally recognized standards Conformity to standards: CE marked or any other internationally recognized documents		

**SECTION VII - PRICE SCHEDULE**

**Name of Tenderer:** Tender for Supply and Deliver Installation, Testing and Commissioning of Resuscitaire (Newborn) With Phototherapy Machine Clinical Purpose Resuscitation. To County Referral Hospital.

TENDER NEGOTIATION NO: 747893-2019/2020

<b>S/NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>Delivery Period</b>
1	Supply and Deliver Installation, Testing and Commissioning of Resuscitaire (Newborn) with Phototherapy Machine Clinical Purpose Resuscitation.	No	3			

Signature of tenderer \_\_\_\_\_

- Unsustainable prices will not be considered
- In case of discrepancy between unit price and total price. The unit Price shall prevail
- Prices should be inclusive of all applicable Taxes



## **SECTION VIII - STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security / fill the tender-securing declaration form, either in the form included herein or in another form acceptable to County Government of Kirinyaga pursuant to instructions to tenderers clause 12.4.
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and County Government of Kirinyaga in accordance with the instructions to tenderers or general conditions of contract.
4. The Confidential Business Questionnaire shall be completed by the tenderers at the time of tender preparation.

**STANDARD FORMS**

**FORM OF TENDER ..... 38**

**CONTRACT FORM ..... 39**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE..... 42**

**TENDER – SECURING DECLARATION FORM..... 43**

**MANUFACTURER’S AUTHORIZATION FORM ..... 45**

**FORM OF TENDER**

TENDER NEGOTIATION NO: 747893-2019/2020

Date: \_\_\_\_\_

To: The County Secretary  
County Government of Kirinyaga  
P. O. Box 260-10304  
**Kutus**

Sir/Madam:

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 of **Tender For Supply, Deliver Installation, Testing and Commissioning of Resuscitaire (Newborn) With Phototherapy Unit** 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.

We undertake, if our Tender is accepted, to supply and deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.10.4 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
[signature] [in the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_  
[insert complete name of Bidder]

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

RE: TENDER NEGOTIATION 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

## **LETTER OF NOTIFICATION TO UNSUCCESSFUL BIDDERS**

Dear Sir

This is to inform you in accordance with Section 67 of the Public Procurement and Disposal Act 2015 that your offer in relation to [*tender name and number*] has been determined to be unsuccessful upon evaluation. We intend to make a contract with [*name of successful tenderer*] for [*amount*]. Your tender security / tender security declaration will be discharged.

Thank you for your participation in the tendering process.

**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 County Government of Kirinyaga invited tenders for certain  
materials and spares. Viz.....[brief description of materials and  
spares] and has accepted a tender by the tenderer for the supply of those  
materials and spares in the sum of  
.....[contract price in words and figures]

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this Agreement words and expressions shall have the same meanings as  
are respectively assigned to them in the Conditions of Contract referred to.  
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) County Government of Kirinyaga’s Notification of Award.

In consideration of the payments to be made by County Government of  
Kirinyaga to the tenderer as hereinafter mentioned, the tenderer hereby  
covenants with

County Government of Kirinyaga to provide the materials and spares and  
to remedy defects therein in conformity in all respects with the provisions  
of the Contract

County Government of Kirinyaga hereby covenants to pay the tenderer in  
consideration of the provision of the materials and spares 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 County Government  
of  
Kirinyaga)

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

# CONFIDENTIAL BUSINESS QUESTIONNAIRE

## REPUBLIC OF KENYA

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this form

<i>Part I- General :</i>	
Business Name .....	
Location of business premises .....	
Plot No. .... Street/Road.....	
Postal Address.....	Tel. No.....
Nature of business.....	
Current Trade Licence No.....	Expiring date.....
Maximum value of business which you can handle at any one time : K£.....	
Name of your bankers.....	Branch .....

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

\*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

## **TENDER – SECURING DECLARATION FORM**

[The Bidder shall complete in this form in accordance with the instructions indicated]

**Date:** \_\_\_\_\_ **TENDER NEGOTIATION NO.** \_\_\_\_\_

**For:** \_\_\_\_\_

**To: The County Government of Kirinyaga  
P. O. Box 260 -10304  
Kutus**

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

Signed: \_\_\_\_\_  
*[insert signature of person whose name and capacity are shown]*



In the capacity of:

---

*[insert legal capacity of person signing the Bid Securing Declaration]*

Name: \_\_\_\_\_  
*[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of:

---

*[insert complete name of Bidder]*

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

**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 NEGOTIATION 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.