



REPUBLIC OF KENYA
COUNTY GOVERNMENT OF LAIKIPIA

DEPARTMENT OF HEALTH
P.O.BOX 1271-10400, NANYUKI
info@laikipiacounty.go.ke

LEASING OF MEDICAL EQUIPMENT
FOR
COUNTY GOVERNMENT OF LAIKIPIA
LCG/A48/MOH/RFP/01/R/2020-2021

RE-ADVERTISEMENT: 23RD APRIL, 2021

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..... 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

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SECTION 1:

INVITATION TO TENDER

INVITATION TO TENDER: LEASING OF MEDICAL EQUIPMENT FOR LAIKIPIA COUNTY GOVERNMENT

LCG/A48/MOH/RFP/01/R/2020-2021

Laikipia County Government invites sealed tenders from original Equipment/systems manufacturers, Equipment/systems dealers, leasing companies, financial institutions and interested firms for provision of Equipment/systems for diagnosis and treatment. Bidders are invited to supply, install, test, maintain/service, provide consumables (where applicable) on operating lease model for six years. The procuring entity will have the option to extend the period based on the life, performance, technology trends and regulatory environment on terms to be negotiated with the successful bidders.

Interested eligible candidates may obtain further information from Ag. Head of Supply Chain Management, Executive Offices compound, Nanyuki via email on info@laikipia.go.ke.

A complete set of tender documents may be obtained by the interested candidates on the County Government website at www.laikipia.go.ke free of charge.

Once you download, email notification to info@laikipia.go.ke to the attention of addressee below to receive addendums to the tender that may arise out of queries by bidders or change of user departments' requirements.

Prices quoted should be Net Inclusive of All Taxes and Delivery Costs, must be expressed in Kenya shillings and shall remain valid for a period of 180 days from the closing date of the tender.

Completed tender documents, both Technical and Financial proposals in separate envelopes, enclosed in plain sealed envelope, marked with the tender number shall be addressed to: -

Ag. Head of Supply Chain,
Department of Finance & Economic Planning,
Laikipia County Government,
PO Box 1281 – 10400,

Nanyuki, Kenya

and be deposited in the tender box provided at the procurement offices in Nanyuki, Kenya, so as to be received on or before

Tenders must be accompanied by a **Bid Security of Kshs. 1,000,000.00** in the form of Cash Deposit, Bank Guarantee, Insurance Company Guarantee or a Letter of Credit valid for 180 Days from the tender closing date.

Tenders will be opened immediately thereafter in the presence of the tenderer's representatives who choose to attend the opening at the procurement offices, County Executive compound, Nanyuki, Kenya. The terms bidder and tenderer mean the same in this document.

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 Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.

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 unless where specially allowed under Section 131 of The Act.

2.1.3 Tenderers shall provide the qualification 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 the firm or any of its officials 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 purpose of this invitation to tender.

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.2.1 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

2.2.2 The price to be charged for the tender document shall be at no cost

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.

- (i) Instructions to tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of particulars of tender
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Authorization Form
- (xii) Declaration form
- (xiii) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and particulars 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.

2.4 Clarification of tender Documents

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by email at the procuring 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 no later than ten (10) 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 candidates who have notified the procuring entity that they have down-loaded the tender documents.

2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.5 Amendment of tender Documents

2.5.1 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 issuing an addendum amendment.

2.5.2 All prospective tenderers who have notified the procuring entity they've received the tender documents will be notified of the amendment by email and such amendment will be binding on them.

2.5.3 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.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- a. a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- b. documentary evidence established in accordance with paragraph 2.11 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 2.11 that the goods, maintenance, consumables and services to be supplied by the tenderer are eligible goods and services and conform to the tender documents;
- d. tender security furnished in accordance with paragraph 2.12;
- e. fully completed confidential business questionnaire.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices for each and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the document.

AG. HEAD, SUPPLY CHAIN MANAGEMENT SERVICES.FOR:

**ACCOUNTING OFFICER,
DEPARTMENT OF FINANCE & ECONOMIC
PLANNING**

SECTION II -

INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.

The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under Section 131 of The Act.

Tenderers shall provide the qualification 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 the firm or any of its officials 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 purpose of this invitation to tender.

Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.1.1 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

2.1.2 The price to be charged for the tender document shall be at no cost

2.1.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Contents of Tender Documents

2.1.4 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.

- (i) Instructions to tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of particulars of tender
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- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Authorization Form

- (xii) Declaration form

- (xiii) Request for Review Form

2.1.5 The Tenderer is expected to examine all instructions, forms, terms and particulars 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.

Clarification of tender Documents

2.1.6 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 no later than three (3) 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 candidates who have received the tender documents.

2.1.7 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

Amendment of tender Documents

2.1.8 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 issuing an addendum amendment.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 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.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) tender security furnished in accordance with paragraph 2.12

Form of Tender

2.7.2 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

Tender Prices

2.7.3 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.7.4 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

2.7.5 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

Tender Currencies

2.7.6 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

Tenderers Eligibility and Qualifications

2.7.7 Pursuant to paragraph 2.1.1 and 2.1.2 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.

2.7.8 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

Tender Security

2.7.9 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.7.10 The tender security shall be in the amount Kshs. 1,000,000.00

2.7.11 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 2.12.7

2.7.12 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 from a reputable bank.

2.7.13 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.7.14 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiration of the period of tender validity

2.7.15 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

2.7.16 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity
- (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
- (c) If the tenderer rejects a correction of an arithmetic error in the tender.

Validity of Tenders

2.7.17 Tenders shall remain valid for 180 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.7.18 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 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

Format and Signing of Tenders

2.7.19 The tenderer shall prepare an original and three 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.

2.7.20 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.7.21 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.

Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the three copies of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall: Be addressed to

Ag. Head of Supply Chain.

Department of ³ Finance & Economic Planning

Laikipia County Government,

PO Box 1281 – 10400.

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Nanyuki, Kenya

(a) bear tender number and name in the Invitation to Tender and the words, "**DO NOT OPEN**

2.15.3 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".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2.

2.16.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

Modification and Withdrawal of Tenders

2.16.3 The tenderer may modify or withdraw written its tender after the tender's submission, provided notice of the modification, that including substitution or

withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.16.4 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.16.5 No tender may be modified after the deadline for submission of tenders.

2.16.6 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

Opening of Tenders

2.16.7 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.16.8 The tender's 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.

2.16.9 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

Clarification of Tenders

2.19.1 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.

2.19.2 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.

Preliminary Examination and Responsiveness

2.19.3 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.

2.19.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.19.5 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.

2.19.6 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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.

2.19.7 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 nonconformity.

Conversion to single currency

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

Evaluation and Comparison of Tenders

2.21.2 The Procuring entity will evaluate and compare the tenders using the quality and cost based selection method which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.21.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) operational plan proposed in the tender;
- b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- c) References by refereed clients that have been provided same or related services (through management or lease contracts) by the tenderers;

2.21.4 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

- (a) Operational Plan

- (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time

specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

- (b) Deviation in payment schedule

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

- c) References by clients & procuring entity past/current experience

Tenderers are required to provide authority to the procuring entity to contact the referenced clients included in the tender document and to receive information on confidential terms as part of due diligence on the tenderer. The tenderer accepts that neither the referenced client nor the procuring entity will disclose the information requested and exchanged, and that the procuring entity is not bound to provide the tenderer the assessment report and or the decisions or the reasons for making any such decisions arising out of the such diligence conducted for the purposes of evaluation of this tender.

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

2.21.6 The evaluation committee shall evaluate the tenders within 30days from the date of opening the tender.

2.22. Contacting the Procuring entity

2.22.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.22.2 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 Tenderers' tender.

Post-qualification

2.24.1 The Procuring entity will verify and 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.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 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.

Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, Equipment/systems and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

Procuring entity's right to accept or reject any or all tenders

2.26.1 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. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 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.

2.26.3 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.

2.27 Procuring entity's Right to Vary quantities

2.27.1 The Procuring entity reserves the right at the time of contract award to

increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

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 subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

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 simultaneously inform the other tenderers that their tenders have not been successful.

2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.29.3 The contract will be definitive upon its signature by the two parties.

2.29.4 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.

2.30 Performance Security

2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 tender 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. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes to the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the Instructions to Tenderers included in Section II and has to be prepared for each specific procurement.

2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the particulars of the tender, and the tender evaluation criteria that will apply to the tenders.

3. In preparing the Appendix the following aspects should be taken into consideration;

(a) The information that specifies and complements provisions of Section II to be incorporated.

(b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the particulars of the tender to be also incorporated.

4. Section II should remain unchanged and can only be amended through the Appendix to Instructions to Tenderers.

5. Clauses to be included in this part must be consistent with the public procurement law and regulations.

Appendix to instructions to Tenderers

The following information shall complement, supplement, or amend, the provisions on 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 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	All tenderers are eligible
2.4	The address for requesting clarification is: Ag. Head of Supply Chain Management Department of Finance & Economic Planning P.O.BOX 1271-10400, NANYUKI Phone Number 0721 031 031 Email: info@laikipia.go.ke
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The price shall be fixed
	Alternative Tenders to the requirements of the Tender documents will not be permitted
2.10.1	Price shall be quoted in Kenya Shillings
2.11.2	Specify the evidence and information required. <ul style="list-style-type: none"> • Original Brochures and catalogues of the equipment. • Manufacturer’s authorization letter for equipment and hardware • Software system’s owner/developer authorization letter • Tenderers must attach copies of Certificate of Incorporation/Registration • Valid Tax Compliance Certificate • Client references – names, contacts of executive-level person, description of services offered, years served/contracted, value of contract, comments from client on performance; • Attach the training plan of procuring entity staff.
2.12.2	Tenders must be accompanied by a Bid Security of Kshs. 1,000,000.00 in the form of Cash Deposit, Bank Guarantee, Insurance Company Guarantee or a Letter of Credit valid for 180 Days from the tender closing date
2.13.1	The Tender validity period shall be 180 days.

2.14.1	<p>The number of copies of the Tender to be completed and returned shall be: One (1) original and three (3) copies. Bidders shall submit both Technical and Financial proposals in separate envelopes.</p> <p>Technical Proposals shall be sealed in separate envelopes and clearly marked “Technical Proposal”.</p> <p>The financial proposals should be sealed separately and clearly marked “Financial Proposal”</p> <p>All the proposals should be in one envelope clearly marked with the Tender Number without any indication of the name of the bidder.</p>
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	<p>Technical proposal – should include-</p> <ol style="list-style-type: none"> 1. original and two copies of technical tender documents <p>Financial proposal – to include;</p> <ol style="list-style-type: none"> 1. original and two copies - financial proposals 2. Price schedules – mandatory to use the templates provided 3. Form of Tender. <p>For the maintenance and service schedules costings, provide a detailed template in Microsoft excel, indicating the service intervals, parts/accessories, labour and consumables applicable at the service intervals and the costs per item per service interval. Include the assumptions underlying the maintenance and service schedule costings.</p> <p>N/B: Bidders who include their financial proposals in the technical proposals shall be treated as non-responsive.</p>
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2.20.1

The Preliminary evaluation shall be mandatory:

The evaluation shall adopt YES/ No Approach. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.

Bidders must submit the following documents together with the technical proposal;

1. Bid security of Ksh 1,000,000 from a reputable financial institution valid for 180 days
2. Certificate of registration/ Certificate of incorporation;
3. Valid Tax Compliance certificate from Country of origin or operation;
4. Duly filled, signed and stamped business questionnaires;
5. Attach original brochures and catalogues -
6. Manufacturer or ICT system owners' authorization letter;

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

2.21.1	<p>For the purpose of evaluation only, the rate of exchange to be used will be 1 currency = number Kshs(to 2 decimal places). The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Kenya Shillings The source of exchange rate shall be The Central Bank of Kenya. The date for the exchange rate shall be: The bid closing day:</p>
2.22.1	<p>Evaluation and Comparison of Tenders (Technical Evaluation)</p> <p>(a) 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.</p> <p>(b) A tenderer must score a minimum of 70% to be considered for price comparison.</p> <p>(c) A tenderer may be invited for negotiations as part of the evaluation process.</p> <p>(d) The tenders will be evaluated based on the technical specifications attached and using the following criteria:</p> <ul style="list-style-type: none"> - Organizations profile, history, contacts, products/services relevant to the expected services; - Demonstrate specific experience and track record including providing details of clients and contact persons within the client organizations must attach contracts / orders of at least 10 million per order; - Composition of the organization including key managers to be assigned to implement these services (team leader to have at least 10 years of management experience in the ICT sector) - The Equipment and systems being provided to be operational with at least three clients; - Maintenance and service capability – foreign bidders must have subsidiaries or authorized representatives or partners in Kenya. Bidders to provide a description of the capacity (people, system, infrastructure, stocks of parts or consumables) of the maintenance & support service in Kenya; - The specifications of what is offered by each bidder will be examined and compared with the tender specification requirements. - Failure to meet any of the technical mandatory requirements in the technical specifications will lead to disqualification at the technical stage of technical evaluation. - Minimum requirements that may critically affect the performance or operation of the equipment or service shall be treated as mandatory. - Deviation from category described in specification will also lead to

rejection as technically non-responsive

Technical evaluation criteria – in TWO sets: LOTS 4 AND 6

A bidder scoring seventy percent (70%) or more will be considered Technically Responsive, and shall be considered for financial evaluation.

Technical Evaluation criteria: LOTS 4, and 6

Criteria	points (max)
Adherence to technical specifications	30 (for every minor deviation, bidder loses a point). Bidder knocked out for any deviation from mandatory requirement
2 Qualified biomedical engineering staffs (attach certificates)	5
FDA/CE certificate	5
Attach training plan for users	10
Organizations profile, history, contacts, products/services. Attach agreements or other legal memoranda (associations, appointment letters) by the equipment/equipment manufactures or authorized dealers.	10
Demonstrate specific experience and track record for in leasing, including providing details of at least 3 clients(5points) and contact persons within the client organizations for at least 5 years(5points). Attach contracts / orders of 10 million and above. 10 points. (five points per contract)	20
WHO/PQS approval certificate	5
Attach audited financial statements for the last three years (2017 to 2019) 5 points for each year	15
Total	100

The tenderer who attains 70% of the technical evaluation will proceed to the financial evaluation stage

Technical evaluation criteria for LOT 8	
Criteria	points (max)
Adherence to technical specifications	30 (for every minor deviation, bidder loses a point). Bidder knocked out for any deviation from mandatory requirement
2 Qualified installation engineering staffs attach certificates	5
Attach training plan for users	10
Warranty & authorization letter by manufacturers	5
Organizations profile, history, contacts, products/services. Attach agreements or other legal memoranda (associations, appointment letters) by the equipment/equipment manufactures or authorized dealers.	10
Demonstrate specific experience in supply installation and service in the last three years 2017, 2018 and 2019	20
CE/PQS certificate	10
Attach audited financial statements for the last three years (2017 to 2019)	10
Total	100
A bidder scoring seventy percent (70%) or more will be considered Technically Responsive, and shall be considered for financial evaluation.	
2.23	<p>Financial evaluation</p> <p>Tenderers who are considered technically responsive shall undergo financial evaluation as follows:</p> <ol style="list-style-type: none"> Evaluation committee shall undertake due diligence of the tenderers to validate the information and documents provided for the mandatory and technical evaluation; The evaluation committee will recommend the tenderers that have been technically responsive to the accounting officer to award subject to negotiations as per clauses 2.22.2, 2.22.3 and 2.25.
2.24	Post- qualification shall “be undertaken” yes
2.30.1	Particulars of performance security if applicable. - 10% of the contract sum from a reputable financial institution for 180 days to cover delivery of the Equipment

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 procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- c. "The Procuring entity" means the organization offering the particulars of the tender under this Contract
- d. "The Contractor" means the organization or firm procuring the particulars of tender under this Contract.
- e. "GCC" means the General Conditions of Contract
- f. "SCC" means the Special Conditions of Contract
- g. "Day" means calendar day

3.2 Application

3.1.2 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

3.2. Standards

3.2.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

3.3. Use of Contract Documents and Information

3.3.1 The Contractor 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 contractor in the performance of the Contract.

3.3.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.3.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contractor's performance under the Contract if so required by the Procuring entity.

3.4. Patent Rights

3.4.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 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.

3.6.3 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) Cash.
- (b) A bank guarantee.
- (c) A letter of credit.

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

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

3.8.1. The method and conditions of payment to be made to the procuring entity under this Contract shall be specified in the SCC

3.8.2. Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

3.9. Prices

3.9.1 Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the

terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contract not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

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

(a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

(b) If the Contractor fails to perform any other obligation(s) under the Contract

(c) If the Contractor in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the even 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, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to the extent not terminated.

3.12. Termination for insolvency

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for convenience

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity's convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.17 Force Majeure

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

3.18 Notices

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

3.18.2 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

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the particulars of the tender. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the particulars of the tender must also be incorporated.
3. Section III should remain unchanged and can only be amended through the SCC Section IV.
4. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1 Special condition 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.

4.2 Special Conditions of Contract as relates to the GCC.

GCC	Special conditions of contract
3.6	Specify performance security if applicable - Particulars of performance security if applicable. - 10% of the contract sum from a reputable financial institution for 150 days to cover delivery period of the Equipment/systems.
3.9	Specify price adjustments allowed – Not allowed
3.12.1	Payments will be made after the deliveries of services have been done and delivered items technically certified compliant – to be paid quarterly in arrears
3.16.1	Disputes to be referred to adjudication or arbitration in accordance with the laws of Kenya

4.3 Must Attach Tax compliance certificate, VAT certificate and registration certificate

4.4 All prices must be in Kenya Shillings and inclusive of all taxes and insurance

4.5 Must attach Brochures and catalogues, for evaluation of technical specifications;

4.6 Must attach a Manufacturer authorization letter for equipment and hardware, or ICT Systems owners' authorization letter;

4.7 A tenderer must score a minimum of 70% in the technical evaluation to be considered for price comparison.

4.8 The equipment and systems must have proven usage in accredited/licensed health facilities.

4.9 Contracts shall be drawn between the bidder who have quoted / submitted its bid and the Laikipia County Government and not any sub agent and/or financiers.

4.10 All invoice payments shall be made to the bidder who submitted its bid and not any sub agent and/or financiers.

4.11 Delivery period shall be 180 days from date of contract signing, failure of which the performance bond shall be forfeited.

4.12 The bidders must fulfill all the above requirements to move to the next stage of the evaluation process.

SECTION V - SCHEDULE OF PARTICULARS OF TENDER

LEASING OF MEDICAL EQUIPMENT FOR LAIKIPIA COUNTY

PART A: GENERAL DEFINITIONS

1) For purposes of this Section and appendices to this TENDER the following definitions shall apply.

a) “Agreement” means the Proposed Lease Contracts to be entered into under this tender including a Master

Lease and all its Schedules and appendixes.

b) “Bidder or Lessor” means the equipment manufacturers, suppliers, dealers, leasing companies, banks and financiers, operating alone or in a consortium, who respond to the tender for leasing of Equipment/systems for the Laikipia County Government (LCG) and in particular shall include Lessors, offering their Leasing services directly to the Procuring Entity/ User Entity or contractually through equipment manufacturers, suppliers, dealers, banks, financiers and insurers.

c) “Business Day” means a day other than a Saturday, Sunday or official public holiday in Kenya.

d) “Delivery Note” has the meaning ascribed to it under the Master Lease or at Clause 19.

e) ‘Equipment/systems’ has the industry meaning even where the item is not qualified as such in the document.

f) “Government Representative” means the authorized signatory of the Procuring Entity.

f) “Lease Term” means, in respect of any Master Lease Agreement and Rental Addendum, the period commencing on the Commencement Date and ending on the Termination Date, and in respect of an individual leased equipment, the period agreed with successful Bidders on each equipment schedule, or on aggregate for a similar LOT, determined as a specified lease period.

g) “Primary Lease Period” means the initial lease contract period(s) entered into with successful Bidders under this tender, expected to be a minimum of 5 years from the “Lease Commencement Date”.

h) “Procuring Entity” means the Laikipia County Government.

i) “Total Loss” means an actual or constructive or arranged total loss as a result of the Equipment/systems being lost, destroyed, stolen, confiscated, damaged beyond economic repair or otherwise rendered unfit for or unable to be used and the date of such Total Loss shall be the date of the loss, destruction, theft, confiscation or damage beyond economic repair.

PART B: PURPOSE

Policy Objectives of Procuring Entity

1) Bidders should take cognizance of, and abide by, the Government of Kenya’s stated policy and development goals relating to the Leasing of Equipment/systems by public entities.

2) For purposes of the proposed leasing of Equipment/systems, the Procuring Entity and User Entity, individually and collectively, will follow policy guidelines in force, including those under review and modernization. These policies and guidelines place an obligation on the Procuring Entity and User Entity to rationalize government

equipment/ health equipment to improve service delivery and efficiencies; lower total costs of health services and optimize equipment/system/manpower usage; develop the domestic equipment/ health equipment and leasing industries; and in particular to increase local content and value additions. These policy goals include minimizing the proliferation of Equipment/systems Types/Makes/Models to reduce service and maintenance costs for leased and owned assets and favoring acquisition/use of Equipment/systems fit for the intended purposes to which User Entity will deploy them.

PART C: LEASE CONTRACTS AND CONCESSIONS

Grant of Lease Concession and Access to Leased equipment & systems

3) The Procuring Entity under lease contracts and agreements entered into subject to this tender will grant to successful Bidders/ Lessors a Grant of Lease Concession and Right of Access to Lease Assets throughout the Lease Term to supply, repair, Service and maintain Equipment/systems supplied under leasing subject to all SPECIAL CONDITIONS OF CONTRACT (SCC) agreed at the inception of the leases including in respect of security and or special access restrictions imposed by the Procuring Entity and or the User Entity on security, operational, legal and regulatory reasons.

Acceptance of Lease Concession and Access to Leased equipment & systems

The successful Bidders/Lessors under this tender undertake to accept the Grant Of Lease Concession and Right of Access to Leased Assets throughout the Lease Term to supply, repair, service and maintain Equipment/systems supplied under leasing; and to adhere to and comply in all material respects with all SPECIAL CONDITIONS OF CONTRACT (SCC) agreed at the inception of the leases, particularly in respect of security and special access restrictions Imposed by the Procuring Entity and or the User Entity for security, operational, legal and regulatory reasons.

Scope of Master Lease Agreement

4) Bidders undertake to accept that the Master lease Agreement, and all schedules entered into thereto, shall cover all the leased Equipment/systems referred to in the schedule attached to the Master Lease Agreement signed by the Parties to the Master Lease Agreement

Eligible Users

5) The Procuring Entity delegates to the Accounting Officer in charge of health the powers and authority to assign the, leased Equipment/systems for use in the ordinary course of discharging official duties under the same terms, conditions and restrictions that would apply to Equipment/systems owned by Government.

Approved equipment& systems

6) The Procuring Entity has set out the Approved equipment and systems in the Schedule of Specifications.

Warranties by the Lessor Company and Dealers

7) Bidders should state all warranties to be provided on Equipment/systems, services and maintenance, insurance, whether directly or from the manufacturers.

PART D: NEW EQUIPMENT/SYSTEMS AND THE LEASING BUSINESS

Equipment

8) The tenderer reserves the right to determine the numbers of equipment/systems that shall be ordered under any LOT and or Item(s) without reference to any minimum, but will be guided by the policy and considerations of economic, financial and operation aspects, economies of scale, volume advantages and discounts and policy considerations set out in this TENDER .

Initial New Equipment/systems

9) All d equipment, makes and models offered and supplied under this tender shall be New equipment and the Latest

Models specified by the Manufacturer(s) for the Kenya's market, or the latest makes/ models available that

conform to the features, specifications and modifications specified by the Manufacturer(s) for the Kenya's market, as the case may be.

Delivery of initial New Equipment/systems

10) All deliveries shall be made in accordance with the Schedule of Equipment Deliveries at such official locations, offices, dates and times as the Procuring Entity/User Entity shall specify or request in writing.

Contents of Equipment Orders

11) All leased equipment orders shall be made on lease schedules incorporated into or prepared pursuant to, signed Master Lease or Rental Schedule(s) and Addendum during the Lease Term.

Cancellation of Orders

12) All cancellations of orders shall be subject to the clauses on lease termination and or by mutual agreement of the parties

Notification and Orders

13) The successful Bidders as Lessors and or equipment dealers shall notify the Government Representative or the Lease Management Unit established by the Procuring Entity of the Costs of Acquisition, Accessories, Financing, Insurance, and periodic Lease rentals or payments, including the portion relating to fees for scheduled service and maintenance. The notifications on pricing can be performed through completion of a standard Lease Pricing Schedule or Addendum.

Accessories and Specification of Accessories

14) Bidders shall endeavor to adhere strictly to the Schedule of equipment/systems Specifications and Requirements and deliver at all times the standard equipment/equipment recommended by the Manufacturer or developers (with minimal customization, features and modifications), provided this shall not prevent approved users from specifying and fitting accessories, consumables, and special operational, communications and security of the equipment and gadgets.

15) Accessories, consumables, and special operational, communications and security gadgets required by the Procuring Entity and or User Entity and Approved Users, WHERE OPTIONAL, shall be paid for and fitted separately from the lease payments and shall not constitute or form part of the lease basis as set out in the Lease Pricing Schedule, unless specific approval and authorization has been provided by the Procuring Entity and or User Entity for the fitting of specified items above as a separate addendum, as agreed with successful Bidders.

16) The Procuring Entity, in consultation with Bidders, shall be entitled to the right to remove, transfer, upgrade, immobilize, and or dispose of any special fittings accessories, and special operational, communications and security systems and gadgets which would otherwise not form part of the standard assets under the Leases pursuant to this tender and are not normally provided as part of the equipment; at any time, including at the end of the Primary and or Secondary lease periods, as the case may be, without in any way invalidating any Dealer/Manufacturers or developers warranties and guarantees that may be applicable and in force; and Bidders undertake to assist in the process of such action, as a critical component of the User Entity being able to use the leased assets in the course of its work.

Delivery of New equipment and systems

17) Successful Bidders shall be notified of the following details for purposes of delivery, installation and testing of the equipment and assets:

- a) Place and Date of delivery
- b) Acknowledgement of Delivery evidenced by an official Delivery Note and/or commissioning note;

Replacement/upgrades of Leased equipment/systems during lease term

18) Bidders will be required to replace, within targets agreed in Leased Equipment/systems Service Level Agreements, leased equipment/systems that become unavailable for reasons of scheduled and unscheduled service and maintenance; accidents; theft and vandalism, obsolesce, technological advancements or other valid operational reasons including breakdown, with equivalent or new equipment/systems.

Nothing shall preclude Bidders offering appropriate assets on hire/ rental as replacements for leased Equipment/systems over the duration of such downtime by prior arrangements with the Procuring Entity.

Delivery of Replacement equipment or systems

19) Allocation and return of replacement equipment during the lease term shall be deemed to be operational matters to be handled by the Approved Representative(s).

Return or decommissioning of Leased Equipment/systems or systems at End of Lease Term

20) Bidders will be responsible for collecting and taking delivery of leased equipment or decommissioning of system on expiry of the lease term, and shall be required to commence arrangements to do so in consultation with the Procuring Entity/User Entity, and to give appropriate notice of the Termination Date of the lease not less than 60 days prior to the expiry of the lease term. This notification should be applied for every equipment/system and LOT or grouping leased by Bidder(s).

Resale of equipment by Lessors/Equipment Dealers at End of Lease Term and preference to staff of the procuring entity upon sale of leased Equipment/systems

21) Bidders will be entitled to sell, lease or dispose of leased Equipment/systems on expiry of the lease periods, subject to the Procuring Entity waiving or exercising the option to renew the lease for such period(s) as may be agreed under Secondary Lease term, and upon terms and conditions broadly similar to the lease contract. Where the Procuring Entity and or the User Entity do not exercise the option of renewal/extension of the lease, Bidders undertake to give priority in the sale of leased Equipment/systems to the Approved and Eligible Users and staff of the Procuring Entity/User Entity, after expiry of the lease term at market rates or at special prices determined by reference to the Residual Values built into the lease, whichever is lower.

Equipment Variations

22) Bidders may substitute for approved Equipment/systems specifications and requirements, Equipment/systems of equivalent or higher specifications from the same manufacturer/ equipment Dealer where these become available at any time after contract award and before the commencement date, subject to Pricing and the Schedule of Services, Repairs and Maintenance remaining unchanged.

Eligible Users

23) Eligible Users assigned to Equipment/systems, including government drivers and equipment usage shall be determined by the Procuring Entity and or the User Entity.

PART E: INSURANCE OF LEASED EQUIPMENT/SYSTEMS

Insurance – All Leased Equipment/systems MUST Be Insured

24) Bidders shall insure all leased Equipment/systems against All Risks at all times for the full duration of the lease terms, for an amount equal to its Full Replacement Value; with such Comprehensive /Commercial Policy including cover against fire, damage, theft and accident

25) Bidders shall insure leased Equipment/systems with Reputable Insurer(S) approved by the Procuring Entity and or the User Entity and shall provide proof, to the satisfaction of the Procuring Entity and or the User Entity

prior to delivery of leased Equipment/systems, that adequate insurance has been obtained in accordance with the provisions of above clause 26

26) Bidders shall take all steps necessary to maintain the Insurance Policies in full force and effect and neither the Procuring Entity or the User Entity nor Bidders/Lessors shall do anything whereby such insurance policies may be voided or vitiated, in whole or in part.

27) The insurance policies on leased Equipment/systems shall form part of the lease contract(s) and shall include the Procuring Entity and or the User Entity interests as Lessee for the duration of the lease term, and where appropriate or required by the Bidder/Lessors, the interest of the companies financing the leased Equipment/systems.

Insurance premiums and Excess

28) Bidders shall disclose, and indicate separately on the Lease Pricing Schedule, the basis, premiums, and costs of all insurance costs built into the leasing contracts, including the costs, if any, relating to Excess or Special Restrictions.

29) Bidders shall pay insurance premiums, excess and administrative costs relating to insurance of leased Equipment/systems, whether incurred directly or indirectly by Bidders and or their insurers, and shall provide proof that all excess, premiums and duties have been paid, and or furnish the Procuring Entity and the User Entity with copies of such Insurance Policies for all leased Equipment/systems.

Total Loss

30) In the event of the occurrence of a Total Loss of a Equipment/equipment, the leasing of such Equipment/equipment shall be deemed to be terminated on the date of such Total Loss. The lessor shall deliver an equivalent Replacement Equipment for the remainder of the lease term commencing on the day following the day of occurrence of the Total Loss.

Notifications under insurance policies (including loss, damages or accidents)

The Procuring Entity and or the User Entity shall notify the Bidder/Lessor of any damage to, accident or theft involving any leased equipment/equipment within periods specified in the Insurance Policies, including reporting any reportable incidents and accidents to the procuring entity as required by law and obtaining all relevant abstracts required by the Insurer.

PART F: IDENTIFICATION, MARKINGS, LICENSES AND INSPECTIONS

Licenses, Permits and Inspections

31) Permits, licenses and all legal requirements and inspections required by law, including approvals by relevant authorities shall be the responsibility of Bidders/ Lessors at their cost.

32) Bidders will be required to:

- a) Bear the cost of repairs to hardware and Equipment/systems during delivery, installation and testing of leased Equipment/systems and
- b) Bear the risk of loss with respect to Equipment/systems until delivery and/or installation is complete.
- c) Remove all packaging and shipping debris at no cost to the Procuring Entity and the User Entity.

33) The Local Purchase Order (LPO) or Local Service Order (LSO) number should be indicated by successful Bidder(s) and appear on all correspondences and invoices.

PART G: APPLICABLE TAXES AND LABOR LAWS

34) Bidders/ Lessor shall comply with all applicable tax and labor laws.

35)

PART H: LEASE PRICING, FINANCING AND PAYMENTS

Lease Installments and Payments

35) Bidders accept that the Procuring Entity and or the User Entity's liability to make periodic lease payments for each leased Equipment/equipment shall accrue from the Commencement Date.

36) The Procuring Entity and the User Entity undertake to make periodic lease/rental payments due and payable:

a. Quarterly in Arrears on each Payment Date.

b. On the payment date as set out in Schedule D: Schedule of Lease Payments, provided that the first payment date shall be a pro- rated amount of the lease/rental installments after adjusting for the unused portion during the quarter; which amount shall be payable at the end of the first quarter following the commencement date for each leased equipment.

c. By Electronic Funds Transfer (EFT) direct into an approved account of, and in the name of , the Bidder, that shall be advised to the Government Representative in writing by at least TWO duly Authorized Officers of the Bidder holding the ranks of Chief Executive Officer, Chief Financial Officer, Company Secretary or equivalent.

37) Lease payments for any period less than a Calendar Quarter shall be calculated on a proportionate basis by reference to the actual number of days for which Periodic Lease payments are required to be paid.

38) Bidders accept that the payment of lease rentals in full do not waive, modify or cancel Procuring Entity and or the User

Entity's rights to recover monies due to, payable or reimbursable to it on termination of Lease Contracts for non-performance or and material breaches by Bidder of the lease contracts, upon which written notice shall be given at least 30 days in advance of such determination of material breach on non-performance.

Lease Financing Costs

39) Bidders undertake to ensure that periodic lease payments remain fixed over the duration of the lease period.

40) Bidders shall disclose separately in the Lease Pricing Schedules the interest rates or financing costs built into the leases as set out in the Lease Pricing Schedule.

Prompt Payments to Third Parties on Services Relating To Leased Equipment/systems

41) Bidders undertake to make payments promptly when due and payable, to third-party suppliers, subcontractors and staff in respect of goods and services supplied to, and which are integral to, performance under the lease contracts the subject of this TENDER , including providers of finance and insurance

Acquisition of additional Equipment/systems under similar terms and conditions

42) The Procuring Entity and or the User Entity requires that if throughout the proposed leasing contract(s), the entities wish to lease additional Equipment/systems for any departments and locations within the country, then the Procuring Entity would be permitted to do so without having to negotiate new contracts and rewrite the Master Lease agreements.

43) The Bidder(s) agree that suitable additions and /or amendments to the Lease Schedules entered into pursuant to the proposed Lease contracts and agreement would suffice to obtain similar Equipment/systems (as specified under clause 47) under the same lease terms and conditions as in the master lease agreement.

Lease Term(s)

The Procuring Entity and or the User Entity reserves the right to determine the LEASE TERM(s), for any individual equipment or in aggregate for a LOT, based on the responses and submissions received, subject to an initial Primary Lease Term of 5 years as a minimum.

Extensions of Lease Term(s)

44) The Procuring Entity and or the User Entity reserves the right, and Bidders agree, to add additional Equipment/systems during the term of lease agreements, and upon expiry of lease terms, to exercise the option to extend the lease agreements for a maximum period of two (2) years in one (1) year increments of lease terms; and will advise Bidder in writing of their intentions not less than 30 days to the expiry of the Lease terms.

45) Bidders must state agreement to offer the option of extending lease contracts upon the same terms and conditions as the Master Lease for a maximum period of three (2) years in one (1) year increments of lease terms.

46) Prices for equipment must remain valid and in effect for the Standard Primary Lease Term which shall be 5 years, and or the usage or such other period as may be specified in the Master lease Agreement.

47) Prices for equipment must remain valid and in effect for the Standard Primary Lease Term which shall be 5 years, and or the usage, or such other period as may be specified in the Master lease Agreement.

Price Increases during Lease Term

48) The Procuring Entity and or the User Entity will not expect or permit price increases for the equipment/equipment Lease contracts executed under this tender over the Primary Lease Periods, or subsequent equipment lease orders appended to the lease schedules under the Master Lease during the initial Primary Lease Periods, provided the Procuring Entity and or the User Entity order the equivalent equipment configuration(s) under the same terms and conditions quoted during this tender.

49) The Procuring Entity and or the User Entity would like to take advantage of, and encourages Bidders to offer to it, equipment dealers/Vendors/Lessor promotions, price decreases, rebates or new technologies and advantages available during the term of the initial

Primary Lease Term. Bidders should detail their companies' or Group's strategy related to future pricing; new and enhanced Equipment/systems, Equipment/systems and components; or new technologies.

Freight Charges and Delivery Destination Charges

50) No awards will be made to Bidders quoting extra charges for freight, delivery and destination charges, including adjustments for fluctuations in foreign exchange and or interest rates, unless these arise and relate to events covered under Force Majeure clauses.

Contract Awards on A Per Lot or Item(s) Basis

51) The Lease Contracts may be awarded on a Per Item(s) Basis, within each LOT or LOTS, or per LOT on the balance that meets in the best and most optimal way, the Procuring Entity and or the User Entity cost, evaluation criteria and announced policy goals.

52) The determination of awards on a PER LOT and or PER ITEM(S) basis will be determined by the Procuring Entity and or the User Entity in its absolute sole discretion, and all Bidders agree to the award(s) on this basis.

Multiple Shipments and Delivery Schedules within 6 Months

53) The Procuring Entity and or the User Entity expects to order, and Bidders agree to deliver, complete Lots, or Parts thereof, for multiple shipments and deliveries over the length of the proposed lease contracts, starting with an initial Schedule of Delivery of Leased Equipment/systems that will be agreed for delivery over a period not exceeding 4 months after the date of first contract award and or date of first delivery under the lease contracts, whichever is later.

Computation and disclosure of Lease Costs and Pricing per Kilometers for equipment

55) Bidders undertake to schedule and disclose, as prescribed in the Lease pricing schedule, all elements of the lease service bundles costed in Kenya shillings as well as an indication of the cost per service. Bidders undertake to carry out an accurately and diligently the computation of the applicable cost per service side by side with the other leasing cost elements disclosed in the lease pricing schedule

Computation and disclosure of Lease Costs and Pricing per hour for equipment

PART I: SERVICE, REPAIRS AND MAINTENANCE

56) Bidders undertake to repair promptly Leased Equipment/systems by the approved Manufacturers/ Dealers/ Appointed Service Agents agreed under the leasing contracts at the service OPTIONS.

57) Bidders shall provide all required Manuals (Owners and operating) necessary to operating leased Equipment/systems.

58) Bidders shall provide at their own cost, at the request of Procuring Entity/ User Entity/Approved Users appropriate training and technical training, user training and remedial training, where required to ensure optimal and effective use, cares and services of leased Equipment/systems/Equipment/systems

59) Bidders shall keep full, complete and accurate records of maintenance and service of leased Equipment/systems and Equipment/systems; and such records and reports derived thereon, which collectively shall form a Full service History; shall be submitted quarterly and on request to the Government Representative for monitoring.

60) The Procuring Entity/ User Entity may in consultation with the Bidder carry out unscheduled maintenance and out of schedule repairs of the leased Equipment/systems

61) Bidders shall offer, and disclose separately and in sufficient detail in the lease pricing schedule, the charges or pricing for servicing, maintenance and repairs of leased Equipment/systems, for consideration by the Procuring Entity/ User Entity which retains the right to select the service OPTIONS.

Scheduled Maintenance and Service and Pricing (to be built into the lease)

- a. Scheduled Maintenance and Service per Manufacturers recommendations and the Pricing.
- b. The Standard Menu of recommended service, and parts and labor built into the lease
- c. Equipment/equipment Warranties available
- d. Agreement to utilize to the maximum all equipment/equipment Warranties provided by the manufacturer and all free/discounted service options available
- e. Bidders undertake to fully utilize Manufacturers or Dealers Equipment/equipment Warranties/ Cover including warranties for defects.

Unscheduled Maintenance to be built in the lease

- f. Unscheduled Maintenance carried out upon the requests of approved Users and or eligible users
- g. Bidders should specify basis of pricing unscheduled maintenance (service, parts and labor), and whether charged at standard prices, discounted pricing, or special discounts

based on (for example) volume basis, or discount ratio (Leased equipment/equipment Bases Price to Government / Retail or Rack Rate)

- h. Bidders undertake to fully utilize Manufacturers or Dealers Equipment/equipment Warranties/ Cover including warranties for defects.

Out-of Schedule Repairs (Minor to major Repairs and restoration works) to be built in the lease

- i. Bidders undertake to carry out Out-of Schedule Repairs (Minor to Major Repairs including Repairs) as required or necessary; and to conduct other minor to major works carried out upon the requests of Procuring Entity/ User Entity/Approved Users to restore Leased Equipment/systems to optimum operating conditions;
- j. Bidders should specify the basis of pricing out of scheduled maintenance (Minor to Major Repairs) specifying Repair And Maintenance Fees Calculations that will be the basis of charging service, parts and labor; including at standard, discounted or special pricing based on (for example) volume, or discount ratios (Leased equipment Base Price to Government / Rack Rate);
- k. Bidders undertake to fully utilize Manufacturers or Dealers Equipment/equipment Warranties/ Cover including warranties for defects.

Repair and Maintenance Facilities (Service Locations)

62) Bidder shall provide details in respect of service, repairs and maintenance of leased Equipment/systems:

- a) Facilities or workshops, indicating whether owned directly, indirectly or through Associates and Affiliates (within the meaning of the Companies Act Cap 486); shared with third parties; or subcontracted to third parties, agents and independent entities;
- b) Locations of facilities or biomedical engineering or ICT systems/hardware personnel, giving full name(s), addresses, locations and details of designated contacts;
- c) key Service and maintenance managers, supervisors and service personnel giving brief statements of qualifications and training;
- d) Equipment service and maintenance capacity and throughput (for example number of Equipment/systems that can be serviced per day/week, average service turnaround time, parts and spares inventory levels);
- e) Equipment/systems service and maintenance capabilities, including diagnostics computers.
- f) Bidders should indicate ability and willingness to provide dedicated service and maintenance facilities, personnel, Equipment/systems, spares and parts inventory given the anticipated scale of the services and maintenance requirements under the proposed equipment leasing contracts, if required, and likely investment requirements.

Standard of Service and Maintenance Performance

63) Bidders undertake that all service, maintenance and repair work carried under the leasing contracts at their premises, by their agents and servants, or under their orders or control by appointed agents and authorized third parties, shall be of the highest standard of workmanship and professionalism.

Rights of inspections

64) The Procuring Entity/ User Entity or its Authorized Agent(s), including the Government Representative and Approved Users, reserves the right to inspect Bidder's premises, including service and maintenance facilities, at any time.

65) Bidder shall permit the Procuring Entity/ User Entity, its Authorized Agent(s), the Government Representative and/or Approved Users to inspect any and all work actually carried out by the Bidder and shall not in any way prevent and / or obstruct the aforesaid from doing so.

66) Procuring Entity/ User Entity will notify the Bidder in advance of any unscheduled maintenance work that may be needed on any of the leased Equipment/systems

67) All complaints on leased Equipment/systems shall be raised in writing with the Bidder within 3 days of the leased Equipment/systems leaving Bidders service premises. Bidders shall make reasonable efforts to address the complaints.

68) Bidders shall notify Procuring Entity/ User Entity promptly of cases where complaints arise from, or can be reasonably traced to, misuse, abuse and or neglect of the leased Equipment/systems by User Entity/ Approved Users or eligible users assigned to operate the leased Equipment/systems.

Compliance with Regulations:

69) Bidders shall ensure that no work is carried out in any way contrary to any Government or Environmental Regulations, including modifications of Equipment/systems that contradict the same.

70) Bidders undertakes to ensure adherence to all relevant licensing, labor and environmental regulations in its service premises.

Service and Maintenance under Exceptional Circumstances

71) In exceptional or emergency cases Bidder shall authorize the Procuring Entity/ User Entity or Eligible Users duly authorized to operate and manage the equipment at the time of occurrence of the exceptional circumstances, to undertake repairs or maintenance of the leased Equipment/systems and to indemnify the Procuring Entity/ User Entity for any liability that may arise or occur.

72) Except as provided under the Exceptional Circumstances Clause (above), or with the express written approval of the Bidder, the Procuring Entity/ User Entity shall indemnify the Bidder of all liability that may arise from repairs or maintenance carried out by the Procuring Entity/ User Entity, Approved Users or Eligible Users.

PART J: EQUIPMENT & SYSTEMS MANAGEMENT

73) equipment management services shall be the responsibility of the Procuring Entity/User entity, but the relevant information shall be availed to the Bidder/Lessor. The equipment management services shall include: as a minimum, Equipment/systems, tools, gadgets and systems, including equipment management information systems, for measuring, monitoring, controlling and/or reporting the following:

- a) power consumption
- b) power failure
- c) Equipment/systems for power and data backup
- d) Equipment/systems voltage and current measurement(s)

PART K: DEFAULT AND TERMINATION

74) Bidders should indicate, and include in their TENDER responses, the proposed provision that may apply or cover the standard clauses and provision indicated below from the general terms of contracting.

- a) Force Majeure
- b) Breaches by the Bidders/Lessors
- c) Breaches by the Government or Procuring Entity
- d) Other Consequences of Termination
- e) Lease contract Termination

- f) Disputes and resolution

PART L: MISCELLANEOUS

Confidential Information

80) Bidders, and the Procurement Entity/User Entity, including Approved Users and Eligible Users, undertake to keep confidential all information about the leased Equipment/systems and other information which by its nature is confidential and which comes into either party's possession.

79) Bidders and the Procurement Entity/User Entity undertake not to disclose confidential information about each other or information about the leased Equipment/systems and leasing contracts without the consent of the other unless that information becomes publicly available; disclosure is required by law; or disclosure is permitted by either party to entities or parties participating in the leasing contracts with the provision that the third party also undertakes to comply fully with this confidentiality clauses.

Terms and Conditions of the TENDER to Form Part of Equipment/systems Leasing Contract

80) Bidders are deemed to accept all terms and conditions of this TENDER which shall be incorporated into the Bidder's proposal submission. It is the Procuring Entity/User Entity intention that the Terms and Conditions stated in this TENDER and the successful Bidder's response to this TENDER will form the contract between Procuring Entity/User Entity and the successful bidder(s)

81) Bidders must indicate in their proposals, all material or significant changes, additions or modifications to the terms and conditions in this TENDER and highlight these in a

prominent manner, font and/ special presentation (for example by using a different color) that will draw attention of the Procuring Entity.

82) Any conflict in the wording of the Bidder's Proposal submission and the wording of the terms and conditions of this TENDER shall be resolved in favor of the Procuring Entity and shall be deemed to be incorporated into the Bidder's Proposal submission.

Bidders' duty and responsibility on accuracy and completeness

83) While the Procuring Entity/User Entity has used considerable efforts to ensure an accurate representation of information in this TENDER document, the information contained herein is contained solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Procuring Entity/User Entity, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve Bidders from forming their own opinions and conclusions in respect to the matters addressed in this TENDER document.

Responsibility for Greening and upgraded of the Government Leased Equipment/systems

84) Bidders should have regard to, and make provisions for, reducing the environmental impact of the Leased Equipment/systems consistent with the global environmental trends and including specific measures in the lifecycle of leasing Equipment/systems in mitigating the adverse impacts of climate changes. Further, bidders have responsibility to provide upgrades to the systems and equipment at no additional cost to the procuring entity.

Bidders Responsibility for Developing Industry Partnerships and Skills Transfer

85) Bidders should actively seek and work with Youth, Women, Disadvantaged Persons and Local Partners to encourage local content, skills transfer and capacity building at all stages in the lifecycle of leasing including the

acquisition, assembly, servicing, financing, insurance and management of the equipment, and present specific measures and or provisions in their Bid that takes these specific requirement into account.

Bidders Disclosure(s) of Local Content and forward and backward linkages

86) Bidders shall disclose, in sufficient detail to enable the Procuring Entity/User Entity to ascertain a broad local content percentage, the items, parts, spares, and goods and services that shall be sourced locally (as a percentage of the overall leasing cost bundle) so as to create strong backward and forward linkages between the Equipment/systems, leasing and manufacturing sectors and local enterprises including SMEs. These shall include disclosures on the use of locally available labor (including a minimum of 30% on Youth, Women and Disadvantaged Persons) services and goods; use of local skills and furniture enterprises and extent and use of local Equipment/systems Assembly Plants. The Procuring Entity explicitly seeks to promote, through Leasing, increased participation of domestic industry in driving growth, creating jobs and diversifying the country’s exports

Increased participation of domestic enterprises, and greater local content, will form part of the evaluation criteria and will assist the Procuring Entity/User Entity to extend and widen leasing to other public entities.

Schedule A: Medical Equipment, lease Pricing Schedule

LOT No-----	Equipment name/type:.....					
Leasing Payments Schedule (All Amounts in KSh.)						
Basis of Lease payments		Primary Lease period Year				
Equipment Retail Price (disclosure)						
Equipment Government Price (disclosure)						
LEASED EQUIPMENT COSTING	1	2	3	4	5	6
Equipment Price						
Fittings /installations						
Procuring entity Special features (On request)						
Equipment Acquisition Cost KSh.						
LESS:						
Residual Value: KSh. Amount						
Residual Value: %						
Equipment LEASING COST BASE						
Insurance (comprehensive)						
Indicate % Premium Rate						
Equipment Financing Cost						
indicate % interest rate p.a.						
Is rate fixed / variable over term?						

MAINTENANCE / SERVICE COSTS

Scheduled Maintenance

Consumables

service

spare parts/Accessories

LEASE COSTING

Periodic Lease Installments: Monthly:

Quarterly:

Please provide Quote on added services/costs (the extent applicable, or estimates)

Maintenance / Service Options

Unscheduled (tear and wear)

Repairs Minor to Major (breakdown)

TOTAL LEASE COSTING

Schedule B: Medical Equipment, lease Schedule

Equipment Leasing Schedule

ADDENDUM TO MASTER OPERATING LEASE AGREEMENT

**Ref:
Leasing Agreement between**

Lessor/ Bidder			
Service / Maintenance Agreement			
Registration Number			
VAT Number		PIN Number	
Postal Address			
Physical Address			

And

Procuring Entity/ User Entity			
Service / Maintenance Agreement			
Registration Number			
VAT Number		Pin Number	
Postal Address			
Physical Address			

WHEREAS

1. The Bidder/ Lessor and the [Procuring Entity] as Lessee are parties to a MASTER OPERATING LEASE AGREEMENT Number -----**date**-----**which in** conjunction with this **Equipment Leasing Schedule/Addendum** constitute an Agreement whereby the Bidder/ Lessor agrees to let and the Lessee agrees to lease the Equipment as detailed here under, subject to the terms and conditions of the Master Operating Lease Agreement and this Addendum.
2. Terms in this Schedule are as defined in the Master Operating Lease Agreement and have the same meaning when used in this Addendum.
3. The Lessee elects to lease Equipment pursuant to the terms of an Operating Lease.
4. **Leased Equipment:**

Manufacturer/System owner		
Make		Model
Model Year		SERIAL No.
Description		

5. Lease Rental payments / Payable:

Monthly		KSh.
Quarterly		KSh.
Annual		KSh.
Payable Quarterly		
Number of rentals:		Effective Date:
First Rental due on:		Termination Date:

IN WITNESS whereof [the Lease Schedule/ Agreement] has been duly executed by the [Bidder/ Lessor] and [Procuring Entity] As of [Date]

The Common Seal of [Bidder/Lessor] was affixed in the presence of:

..... Chief Executive /
 Authorized Official Date

..... Finance Director
 / Authorized Official Date

..... Company
 Secretary / Authorized Official Date

PROCURING ENTITY SIGNATURES

SIGNED FOR AND ON BEHALF OF THE LAIKIPIA COUNTY GOVERNMENT BY

..... ACCOUNTING
OFFICER/ AUTHORIZED OFFICIAL Date

.....
AUTHORIZED OFFICIAL Date

.....
AUTHORIZED OFFICIAL Date

Schedule C: Schedule of equipment/systems Lease Payments

Leasing of Medical equipment/systems

Leasing Payments Schedule All

Amounts in KSh.

Payment Number	Payment Date Month/ Quarter	Amount	Other Payment	Total Amount
1				
2				
3				
4				
Total Year 1				
5				
6				
7				
Total Year 2				
8				
9				
10				
11				
12				
Total Year 3				
13				
14				
15				
16				
Total Year 4				
17				
18				
19				

20

Total Year 5

21				
22				
23				
24				
Total Year 6				
27				

28

29

30

Total Lease
Payments

Schedule D: Schedule of Equipment/systems Deliveries

The Procuring Entity will negotiate with Bidder(s) on agreed EQUIPMENT/SYSTEMS DELIVERY SCHEDULES.

Bidder(s) should indicate PROVISIONAL EQUIPMENT/SYSTEMS DELIVERY SCHEDULES AND TIMELINES based on:

Existing Equipment/systems Delivery Lead Times,

- 1) Lead times no later than 3 months from the date of signing of the Master lease agreement(s);
- 2) Equipment/systems Deliveries expected ex stock;

Schedule E: Leased Equipment/systems Service Level Agreements (SLAs)

Bidder(s) agree to enter into SERVICE LEVEL AGREEMENT(s) (SLAs) with Procuring Entity/User Entity covering essential aspects of the Lease, particularly maintenance and services that maximize service and utilization; minimize costs and downtime; and maximize availability of leased Equipment/systems.

Schedule F: Schedule of Service, Repairs, consumables and Maintenance

Bidders should indicate below the DETAILED SCHEDULES OF SERVICE AND MAINTENANCE included in the Lease Pricing Schedule as set out in the pricing schedule.

Schedule G: Manufacturer’s Warranty Schedule

Bidders should INDICATE and ATTACH the Manufacturer’s or Systems Owners Warranty Schedule for EACH EQUIPMENT/SYSTEMS TYPE/MAKE /MODEL tendered for.

Schedule H: failure Report/ Repair Form

Bidders should indicate and attach the following:

- 1) Standard failure Reporting Form(s);
- 2) failure Handling and Processing Procedures (if different; and
- 3) **Proposed failure Reporting and Claims Mechanisms, subject to the right of the Procuring Entity/ User Entity to negotiate and standardize failure Reporting and Claims Procedures derived from best practices proposed by Bidders.**

Schedule I: Equipment/equipment Serviceable Conditions

SERVICEABLE CONDITIONS

Inspection: The lessor or his representative may on request by the Procuring Entity/User Entity inspect Equipment/systems in the presence of the Lessor or the Lessor’s representative to establish the condition of the Equipment/systems(s) in accordance with the Lease agreements and provisions. The inspection will establish the following conditions of the leased equipment:

- 1) Serviceable Conditions: The expression “in good condition” and in “working order, “fair wear and tear exempted” means that the Equipment/systems(s) have been maintained as required, by the Service Provider and comply with agreed minimum standards.
- 2) Parts of the same type and size as those fitted on the Equipment/systems(s) when new.
- 3) Equipment’s good working order, operating efficiently, and maintained in accordance with the manufacturer’s recommendations and without obvious damage, cracks, leaks or unauthorized tampering.
- 4) All moving parts or operating systems are operating efficiently.
- 5) Electrical components, instruments and associated Equipment/systems and fittings/ accessories in good working order

BIDDER/ LESSOR SIGNATURES

..... Authorized
 Official Date

..... Authorized
 Official Date

PROCURING ENTITY/USER ENTITY

SIGNED FOR AND ON BEHALF OF COUNTY GOVERNMENT OF LAIKIPIA BY

..... AUTHORIZED

OFFICIAL Date

.....
 AUTHORIZED OFFICIAL Date

SECTION V - SCHEDULE OF REQUIREMENTS

The detailed schedules of equipment/systems and evaluation criteria are included in the annexes at the end of the document.

Schedule A1: Description of the equipment/systems and Quantities

LOT	CATEGORY	EQUIPMENT
4	Rehabilitative	Therapeutic ultrasound machine, rehabilitation treadmill, multigym, hydrocollator, electric traction bed, tens machine, stimulator, massager, oven with Teflon, hot air gun, oscillating saw, double bench grinder, air compressor, router machine, suspan, sewing machine,
6	General equipment	instrument cabinet, patient monitors, dental chair, syringe drive, infusion pump, suction machine, oxygen concentrator, vital signs monitor. vein finder, basinets
8	Plant installations	Microwave incinerator,

SCHEDULE A2: FOR SUMMARY OF QUANTITIES.

ITEMS FOR LOT	Specifications	Quantity
ITEMS LOT 4 REHABILITATION	SPECIFICATIONS	QUANTITY
THERAPEUTIC ULTRASOUND		2
TREADMILL		2
STATION MULTIGYM		2
HYDROCOLLATOR		2
ELECTRIC TRACTION BED		4
TENS MACHINE		2
STIMULATOR		2
MASSAGER		4
OVEN WITH TEFLON		2
HOT AIR GUN		4
AIR COMPRESSOR		2
ROUTER MACHINE		2
SUSPAN		2
SEWING MACHINE		2
ITEMS FOR LOT 6 GENERAL	SPECIFICATIONS	QUANTITY
INSTRUMENT CABINET		24
VITAL SIGNS MONITOR		28
BASSINETS		60
DENTAL CHAIRS		5
SYRINGE DRIVE		38
INFUSION PUMP		68
SUCTION MACHINE		40
OXYGEN CONCENTRATOR		28
VEIN FINDER		38
DIFIBRILLATOR		4
SSL LAYERS		8
PRINTERS		8
ITEMS FOR LOT 8 PLANT	SPECIFICATIONS	QUANTITY
MICROWAVE INCINERATOR		2
THEATRE VENTILATION SYSTEM		4

SCHEDULE FOR TECHNICAL SPECIFICATIONS by LOT

ITEMS LOT 4 REHABILITATION	SPECIFICATIONS	QUANTITY
THERAPEUTIC ULTRASOUND	<p>Specifications</p> <ul style="list-style-type: none"> • Digital Display for Power Intensity • Micro Processor based digital model • Compact & light weight • A.B.S shock proof body • Continuous & Pulse mode output • Light Weight Ultrasound applicator • Digital Treatment timer • Available with 2 channel sound heads 1 & 3 MHz <p>Features</p> <ul style="list-style-type: none"> • Treatment Time: 1 to 30 min • Power output mode: Continuous, Pulse Mode • Power Output: Continuous 15 watts/cm² Pulse 21 watts/cm² • Pulse Mode: 4 different pulses (1:2, 1:4, 1:7, & 1: 10) • Power Supply: 230V,50 Hz • Power Density: 3 Watts • Frequency: 1 MHz & 3 MHz 	2
TREADMILL	<p>INSTRUMENT TYPE Medical Treadmill USER WEIGHT CAPACITY 500 lbs / 227 kg RUNNING DECK Safe, low-profile, 7" (18 cm) from floor; 22 X 63" (56 X 160 cm) with self-aligning belt; cushioned and reversible; mounted on shock-absorbing isolators to minimize impact stress FLOOR SPACE REQUIREMENTS 33 X 78.5" (84 X 199 cm) DRIVE SYSTEM Heavy-duty 4 HP (6 HP peak) drive POWER REQUIREMENTS 208-240V, 50/60 Hz, dedicated 15 Amp service; 110V, 50/60 Hz, dedicated 20 Amp service SPEED RANGE TMX428: zero-start, .1 – 12 mph (.16 – 19 km/h) TMX428CP: zero-start, .1 – 12 mph (.16 – 24 km/h) Self-calibrating ELEVATION RANGE 0 – 25% Self-calibrating OTHER FEATURES Emergency stop button and patient safety tether; adjustable front handrail</p>	2
STATION MULTIGYM	<p>Length (mm in) 1840 72 Width (mm in) 1200 47 Height (mm in) 2070 81 Weight (kg lbs) 290 640 Standard functions and accessories</p>	2

	<p>Stretching mat, Ankle strap, Pulley handle and Standard handle, Maintenance kit and Integrated wheels Standard weight stack 5 - 90 kg (5 Kg weight stack increment)</p> <p>(10 - 180 lbs, 10 lbs weight stack increment)</p>	
HYDROCOLLATOR	<p>Specifications: Mains power: 120-230V, 50/60 Hz Power consumption: 1000W Electrical safety class: Class 1, type B Safety tests: Conforms to UL 60601-1, certified to Can/CSA C222 No. 601.1 Tank capacity: (70L) Temperature range: 160-165 degrees Fahrenheit (71-74 degrees Celsius) Thermal cut-out temperature: 180-185 degrees Fahrenheit (82-85 degrees Celsius) Temperature accuracy: +/- 10% Heat-up time to 160 degrees Fahrenheit: 8 hrs. Cool-down time from 160 degrees Fahrenheit: 3 hrs. Fiberglass insulation: yes</p>	2
ELECTRIC TRACTION BED	<ul style="list-style-type: none"> * ABS head & foot boards with portal frame and direction traction frame * With 220V 50HZ LIFT MOTOR * ABS side rail, 4-piece, tuck away type with safe lock. * Bed sheet top made from ABS * Bed framework and bed legs made from mild steel ERW rectangular tubes * Central locking 5" casters * Handheld controller * With drainage bag holders * With telescopic SS IV pole and previsions * Main function <p>Back section up/down:75°±5° Knee section up/down:40°±5° Height adjustment:270mm Trendelenburg: 12°±5°</p>	4
TENS MACHINE	<p>Electronic Tens Pulse Stimulator Portable Massager with 16 Modes and 8 Pads for Natural Pain Relief and Management PRODUCT HIGHLIGHTS</p> <p>Customization: With 16 pre-programmed modes, 20 strength levels, and 2 outputs, this device is versatile and can accommodate every sensitivity level and style of massage desired for pain relief, from deep tissue to low intensity. Tens Unit provides a natural method of activating endorphins and stimulating the muscle to give you a natural pain regulator. You don't have to worry about the possible side-effects that come with using drugs for pain relief.</p>	2

	<p>Ease of Use: Not only does the large animated LCD screen with backlight make it easy to read and understand even in the dark, but this tens unit comes with a clear user's manual, making the device quick and easy to set up. Relief comes at a simple touch of a few buttons.</p> <p>Portable: The compact device with the stylish carry bag can fit in your pocket, purse, or suitcase, making it easy to travel with and to use anywhere at any time.</p> <p>Timer: The 10 to 60-minute adjustable timer and auto shut-off, allows for a relaxing experience without you having to keep the time.</p> <p>Rechargeable: The rechargeable battery gives you up to 6 hours of pain relief and promotes relaxation at home or on the go. The battery indicator ensures you are aware of when the device needs to be charged to make sure of this.</p>	
STIMULATOR	<p>Magnetic field intensity 120% Motor threshold</p> <p>Frequency 10Hz</p> <p>Train duration 4 sec</p> <p>Inter-train interval 11 sec</p> <p>Number of trains 75</p> <p>Magnetic pulses per session 3000</p> <p>Treatment session duration ~19 min</p> <p>Waveform Biphasic sinusoid</p> <p>Active pulse width (µs) 280</p>	2
MASSAGER	<p>Motor Power 1/17 horsepower</p> <p>Output Speed 15 to 55 cycles per second</p> <p>Power Source 220 VAC, 50 Hz</p> <p>Leakage Current Under 75 uA</p>	4
OVEN WITH TEFLON	<p>Inner Dimension : 30" (H) X 40" (W) X 24" (D)</p> <p>Inner Chamber : SS 304 Grade</p> <p>Outer Chamber : Ms Powder Coated</p> <p>No. Of Trays : Two (2) Nos. Ss 304 Grade Trays</p> <p>Design Temperature : Up To 250°C</p> <p>Temperature Control : Automatic-Electronic.</p> <p>Temperature Controller : Pid Temperature Controller.</p> <p>Electrical Load : 6 Kw</p> <p>Air Circulation : Forced Through Blower</p>	2
HOT AIR GUN	<p>Input: 230, 50Hz</p> <p>Temperature ranges: 50°C to 300°C</p> <p>II : 50°C to 550°C</p> <p>Item Weight:2.4 pounds</p> <p>Package Dimensions 10.7 x 7.48 x 2.75 inches</p>	4

	Fast heating: few seconds	
AIR COMPRESSOR	<p>features</p> <p>3.5 peak HP, 2 rated</p> <p>5.2 CFM @ 40 PSI</p> <p>4.2 CFM @ 90 PSI</p> <p>Oil lubricated</p> <p>Max pressure: 115 PSI</p> <p>2-Quick-connect couplers</p> <p>Easy-to-read dual pressure gauges</p> <p>Compact and portable</p> <p>Includes wheel kit</p>	2
ROUTER MACHINE	<p>Chuck diameter 12mm</p> <p>Rated voltage 220v</p> <p>Rated frequency 50/60hz</p> <p>Rated input power 1500w</p> <p>No-load speed 21500rpm</p>	2
SUSPAN	240v 30liter capacity with temperature range of 65 to 95 deg.celcius inner dimensions 740 x 540x 1000	2
SEWING MACHINE	<p>Features:</p> <p>19 preset stitches</p> <p>Four Snap-On presser foot</p> <p>Adjustable stitch length and zigzag width</p> <p>Automatic bobbin winding</p> <p>Are you looking for a new hobby in sewing and you are on the search for the best trainer sewing machine? End your search with the singer 2259, one of the best sewing machines for leather.</p> <p>The machine constructs from heavy duty material which makes it's ideal for all fabric even leather which is quite strong. Choose the stitches you want with the easy-to-use stitch selector dial from the 19 inbuilt stitches. Threading might be troublesome if you are a beginner, but with the direction arrows, all this will happen within a second. Not only threading the needle but also in bobbin winding, it's automatic making the entire preparations entertaining.</p> <p>Customize your work and make it fashionable and unique all time with the adjustable stitch length and zigzag width plus the four Snap-On presser foot which switches smoothly from one mode to the next.</p>	2

ITEMS FOR LOT 6 GENERAL	SPECIFICATIONS	QUANTITY
INSTRUMENT CABINET	<ul style="list-style-type: none"> *Dimensions:60 X 90 X 180 Cm *The Cabinet Has Upstairs 2 Middle shelf *The Cabinet Has Upstairs 2 Swinging Glass Doors *The Cabinet is For Operating Rooms *The Cabinet Has 2 Drawers *The Cabinet Has Bellow 2 Swinging Doors *The Cabinet Has 4 Stainless Steel Adjustable Legs *All 304 Quality Stainless Steel 	24
VITAL SIGNS MONITOR	<p>Non-Invasive Blood Pressure (NIBP)</p> <p>Cuff Pressure Range: 0 to 270 mmHg, 0 to 36 kPa</p> <p>Initial Cuff Inflation: Adult 160 mmHg (21.3 kPa), Pediatric 120 mmHg (16 kPa), Neonate 90mmHg (12kPa)</p>	28

	<p>Systolic Range: Adult 30 to 260 mmHg (4 to 34.5 kPa), Pediatric 30 to 160 mmHg (4 to 21.3 kPa), Neonate 25 to 120 mmHg (3.3 to 16 kPa) Diastolic Range: Adult 20 to 235 mmHg (2.7 to 31.3 kPa), Pediatric 15 to 130 mmHg (2 to 17.3 kPa), Neonate 10 to 105 mmHg (1.3 to 14 kPa) MAP: Adult 20 to 255 mmHg (2.7 to 30 kPa), Pediatric 15 to 140 mmHg (2 to 18.7 kPa), Neonate 10 to 110 mmHg (1.3 to 14.7 kPa) Blood Pressure Accuracy: Blood pressure measurement meets or exceeds ANSI/AAMI SP10:2002 Blood Pressure Determination Time: 20-45 seconds, typical Overpressure Cutoff: 295 to 330 mmHg (39.3 to 44 kPa) Pulse Rate Range: 30 to 220 bpm Pulse Rate Accuracy: +/- 3 bpm or 3% SpO2 Saturation Range: 1% to 100%</p> <p>Accuracy: Adult/Pediatric 70-100% +/-2 digits, Neonate 70-100% +/-3 digits Pulse Rate Range: 20 to 255 bpm Pulse Rate Accuracy: +/-2 bpm (without motion)</p> <p>+/-3 bpm (with motion) +/-3 digits (low perfusion) Temperature Measurement Range: 80F to 110F (26.7C to 43.3C)</p> <p>Calibration Accuracy: +/-0.2F (+/-0.1C); meets or exceeds ASTM E1112-00; EN12470-3:2000 Determination Time (approximate): Predictive Oral, 4-6 seconds</p> <p>Pediatric Axillary, 10-13 seconds Adult Axillary, 12-15 seconds Rectal, 10-13 seconds Monitored Oral/Rectal, 3 minutes</p> <p>Axillary, 5 minutes Printer Thermal transfer printer Power</p> <p>AC Power supply: 8 volts DC and 0.75 amperes Rechargeable sealed lead acid internal battery Operating time: 8 hours (Adult NIBP monitoring, at 3-minute intervals, with simultaneous and continuous monitoring of temperature and SpO2 values Battery recharge time: 90% in 12 hours Simultaneously operates monitor and charges battery when AC power adapter is plugged in</p>	
BASSINETS	<p>Frame made from epoxy-coated steel tube with four 75 mm twin-wheel single-brake swivel castors. Cot made from moulded transparent shock absorbent plastic with holes for air circulation. Padded mattress covered in washable plastic.</p>	60
DENTAL CHAIRS	<p>Predominantly designed for working while seated but also for working while standing. Unit should offer Motion sequence driven by servomotor.</p>	5

	<p>The chair should have a cantilever design and a positive rotational lock, which allows 30° rotation about the centre line of chair.</p> <p>The chair should come with Hydraulic lift mechanism of the chair & should have two cylinders located in the lower and upper structures of the chair for a quiet operation and to provide a stable foundation for both the patient and additional dental equipment.</p> <p>Arm rest should swivel in 135° to allow easy entry from either side of the chair.</p> <p>Should offer Seat height range from 350 mm - 830 mm. Unit should take up patient load of about 180 kg.</p> <p>Should offer Anatomical seating area and backrest, left and right arm rest are optional and can be folded upward to facilitate entering and exiting chair. Should come with Soft, elastic upholstery technique, upholstery easily interchangeable. Offers Trendelenburg movement.</p> <p>Unit should offer anatomically shaped extendable double-jointed headrest with mechanical adjustable inclination for treatment of the upper and lower jawbone. Seamless transition to backrest positioning (e.g. for treating children). Can be folded down to treat patients in wheelchairs.</p> <p>Operation via ergonomic rotating head.</p> <p>Unit offers Enhanced legroom for the dentist and assistant when treating both reclining and sitting patients. Four programmable work position settings including rinsing position and a final position. Unit should come with Backrest with reduced width in the shoulder pad area for enhanced access to the work area. Unit with Safety switches in the chair base plate and in the bracket on the foot control as well as in the assistant element . The pump covers shall be made of ABS with fire retardant coating or moulded of a similar fire retardant material. It should come with plastic toe cover that protects the upholstery from scuffing and wear . The unit should come with minimum of 3 tubing of which one should be 3 function syringe and one fibre optic with appropriate coupling. Integrated bio system for disinfection of hand piece tubings internally after every treatment.</p>	
SYRINGE DRIVE	<p>Syringe Driver for Parenteral Infusions , in Wards, OP, ICU's and during Transportation/Transfer Single Channel.</p> <p>Shall accept Up to 60cc Syringes , Non-Captive Self checking of Electronics with audible call back on locked-out Controls Tamper and fluid resistant Design . ABS Casing (Impact-Resistant) Shall be fitted with IV Rod, Adjustable Height with 4 Hooks.Mobile on 5 Star Stand with Castors.</p>	3 8

	<p>Internal rechargeable battery Rate: 0.1 to 99.9 ml (in 0.1 ml steps) indicatively Total volume infused: 0.1 to 999.9 ml Precision : +/-3%.Stipulated Syringes Occlusion release shall give minimum Bolus effect Syringes : 10 Types at least of LuerLock Type 10/60mL.Syringes,+ Specific Choice Pause infusion facility Alarms/Safety Infusion nearly complete Infusion complete Occlusion System malfunction Syringe unlocked Plunger disengaged Low battery Protection against Leakage Current:Type CF.Equipment</p> <p>Protection against Electric Shocks:Class II.Equipment Safety features: Error coding (event log) Rate change through Audible Stop Switch Audible Call back on locked-Out-Controls Automatic detection of Syringe Volume Minimum bolus on Occlusion Release at any selected Rate. Communication : RS232C Interface Electrical: Electrical: Class II (double insulated) Bat.Autonomy : 8 Hrs.Minimum Power supply: 220 VAC.50.60Hz . Stabilizer Environmental factors Shall meet IEC-60601-1-2: 2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility or should comply with 89/366/EEC; EMC directive. The unit shall be capable of being stored continuously in ambient temperature of 0 -50deg C and relative humidity of 15-90% The unit shall be capable of operating continuously in ambient temperature of 10 -40deg C and relative humidity of 15-90% . Accessories Coupler between 2 units Mobile floor stand IV stand clamp. Rail clamp Standards : IEC601.1/IP33 Safety: IEC 601 / 1. CF. Compliance with EN 60601.1 and PrEN 60601-1-24. CE 0459 marking in compliance with EEC 93/42 Medical Products directive. Comply with EN60601-1-2, EN60601-2-24 EN ISO 9001:2000, EN ISO 13485:2000; EN 46001:1996</p>	
<p>INFUSION PUMP</p>	<p>Bolus: 600ml/h</p> <ul style="list-style-type: none"> · Flow rate range: 1-600ml/h · Volume limit: 1-9999 ml · Accuracy: ±5% · KVO flow rate: 1ml/h, keep vein open KVO rate · Power supply: AC100-240V, 50/60 Hz, 25VA · Water Proof: IP *I · Battery: Rechargeable lithium polymer battery, 7.4 V, 1650mAh · Electrical safety: compliance with the requirements of IEC 60601-1. · Max. Power consumption: 25W · Battery recharge: When the pump is connected to the AC power, the battery will automatically recharge About 8-14 hours to recharge fully Can run for more than 5 hours continuously after fully recharged. · Fuse Type: 220V 2A*2, 12V 2A*2 · Display or information: Flow rate, volume limit, accumulated volume, power indicator light, bed No., air, occlusion, empty. · Alarm function: Infusion completion, occlusion, air bubble, low battery, control abnormal, no AC power supply, installation error. · Outer shell material: ABS plastic · operating condition: Environment temperature:+5°C- +40°C, atmosphere · pressure 50-106kPa, related humidity 30%-90% · Storage and transport condition: Environment temperature -15°C- +50°C, atmosphere · pressure 50-106kPa, relative humidity 30%-90%. · Applicable infusion pipe: All standard infusion pipe use "double dove" to test · EMC: Complies with IEC/EN60601-1-2 and IEC/EN60601-2-24. 	<p>6 8</p>

<p>SUCTION MACHINE</p>	<p>Suction Unit for Major Surgery Procedures . Mains-powered , mobile on 4 antistatic Castors, ABS Casing and 2 graduated Canisters of 2,000ml each made of Polycarbonate autoclavable at 121°C and disposable suction bags Shall require no maintenance nor lubrication Oil-free pump, maximum suction of at least 500 mm Hg Free flow rate at least 25 l/min Main Switch with Pilot Lamp . Fuses Pedal Action Shall be equipped with a protective thermal cut-out relay. Shall be equipped with motor-protection cap that totally prevents aspirated liquids or secretions from reaching and damaging the vacuum pump Suction command with continuous adjustment , Vacuometer 2X2,000ml Canisters with airproof screwing-cap with independent Overflow devices . Fast Connectors and silicone Tubing Power Supply : 220VAC.50Hz. Ventilation Fan for overheating Sound level: Shall be not more than 55 dBA Accessories Silicone Tubing , sterilizable Transparent Cannula Holder, Sterilizable Anti-Bacterial Filters (4) Set of 4 canulaes with Holder : Yankhauer , Soft Universal Yankhauer Diameter : 8.0/6.0mm with anti-sticking Lumen and High Suction Lumen Universal Soft Canulaes diameter : 6.0/4.0mm Frazier Canulaes (Fergusson) diameter :1,5/2.0/3.0/4.0mm Jackson Canulaes : 35x3 /45X3/25X4/35X4/45X4/55X4/60X4cm Standards CE; EC Marked US FDA; ISO certification</p>	<p>40</p>
<p>OXYGEN CONCENTRATOR</p>	<p>Compact and easy to transport oxygen concentrator (Mobile on Castors) The Oxygen Concentrator shall feature a dual-head Compressor. One head producing. Capacity : 1 to 5 l/Mn of O2 at 90% minimum at maximum flow Pressure-compensated Flowmeter shall permit use of long canula while maintaining accurate flow setting. Safety Alarms: Audible and visual : Power Failure , Restricted Flow , , Low O2 Pressure-relief Valve and thermal protection of the Compressor Double-insulated Unit , Two-prong plug Flame-retardant Cabinet Sound Level (ANSI): 50 dB average Fixed humidifer Port and Recess shall prevent bottle and connector breakage Power Requirements: 220 VAC,50 Hz Accessories : O2 Tubing , 3 Face Masks (Adult , Infant , New Born), Humidifier , Set of Filters Standards CE; EC Marked US FDA;</p>	<p>28</p>
<p>VEIN FINDER</p>	<p>Features</p> <ul style="list-style-type: none"> • mobile on stilts and can be detached if needed • Projects the vein network on the skin surface • Facilitates venipuncture and permits an assessment of subcutaneous bleeding, varicosities and spider veins • Displays veins down to a depth of 8mm • With lithium-ion rechargeable battery • Very easy to use • Suitable for use with adults, children, babies and newborns • Adjustable brightness • Two different projection field sizes (for adults or children) • 4 display options: Normal mode, Green light mode, Recognition depth mode, Reverse mode 	<p>38</p>
<p>DIFIBRILLATOR</p>	<p>Should be a Low Energy Biphasic defibrillator monitor with Recorder, having capability to deliver shocks from 2 Joules to 200 Joules. Should monitor ECG through paddles, pads and monitoring electrodes and Defibrillate through pads and paddles. Should compensate for body impedance for a range of 25 to 150 ohms Should have a built in 50 mm strip printer Should have charging time of less than 5 seconds for maximum energy. Should have High resolution more than 8 inch Colour display for viewing monitoring parameters like ECG, SpO2, NIBP and etCO2 with 4 waveform capability of 4 seconds. Both Adult and pediatric paddles should be available. Should have event summary facility for recording and printing at least 55 events.</p>	<p>4</p>

Should have a battery capable of usage for at least 5 hours of monitoring. Should be capable of printing Reports on Event summary, configuration, self test, battery capacity etc.

Should have facility for self test/check before usage and set up function. Should have facility to monitor parameters like SpO2, NIBP and etCO2 along with non invasive pacing (Demand & Fixed mode) facility.

Should be able to upgrade the defibrillator for 12 lead ECG monitoring and ECG transmission 4) System Configuration Accessories, spares and consumables Defibrillator with AED and External Pacemaker – 01 Adult with Built in Paediatric External Paddles - 01 Patient cables - 01 ECG Rolls – 50 Adult SpO2 reusable Sensor – 01 Adult NIBP Cuff and Hose – 01 88 etCO2 Tubing (box of – 01 box AED Multifunction Pads for Adults - 10 pairs with Each unit Environmental factors

The unit shall be capable of operating continuously in ambient temperature of 5 – 40 deg C and relative humidity of up to 95% Shall meet IEC-60601-1-2:2001 (Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility. 6) Power Supply Power input to be 120-240VAC, 50-60 Hz Should have a battery capable of usage for at least five hours.

ITEMS FOR LOT 8 PLANT	SPECIFICATIONS	QUANTITY
MICROWAVE WASTE INCINERATOR	<p>Thermal Medical Waste Disinfection Device using a thermal procedure, by generating microwaves (electromagnetic waves) with cavity magnetron, based on microwave technology to generate the heat directly inside the moist.</p> <p>Material: Powder-coated steel</p> <p>Capacity: 90-120 L/charge</p> <p>Quantity of waste: 45-50 kg</p> <p>Power input: 12kW</p> <p>Frequency of electro-magnetic waves: 2450 +/- 50MHz</p> <p>Noise level: At 1 m distance < 75 dB</p> <p>Collection: Puncture-proof reusable waste containers (containers can be reused at least 10 times)</p> <p>Transport: Reusable waste containers transported using transport trolley</p> <p>Effectiveness: > 6 log10 reduction of all vegetative germs, viruses, parasites and fungi and >5 log10 reduction of Bacillus atrophaeus (subtilis) spores as reference germ</p> <p>Length of disinfection cycle: 45-60 minutes</p> <p>Fixed holding period (disinfection time): Less than 30 minutes</p> <p>Operation and handling:</p> <p>Operation via a touch panel;</p> <p>Front-loading system;</p>	2

	<p>fully automatic program cycle; overheating protection system; total water consumption including cooling and steam production is about 0.3 L /kg of waste; Total energy consumption including steam preparation is ≤ 0.35 kWh/kg waste treated; automatic adding of deodorizing liquid; very low noise emission; no steam generator or water treatment facility is required; and Documentation: Print out self-adhesive labels for marking the decontaminated waste bags and for the cycle documentation with built-in printer.</p>	
THEATRE VENTILLATION SYSTEM	<p>Standard air conditioning system to maintain room temperatures at 21deg. Celsius at +/- 3degrees Air extraction system with bacteria filters. HEPA filters fitted at intake points. Fitted with automated digital temperature control module. Designed for continuous operation</p>	4

SECTION VI -

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. Price Schedule Form- The price schedule form must similarly be completed and submitted with the tender.
3. 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.
4. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
5. Tender Security Form - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity. The tender security form must be completed by the tender and submitted with the tender.
6. 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.
7. 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 principal where the tenderer is an agent.

FORM OF TENDER

(NB: form of tender should dully filled and attached in the financial proposal)

To: _____
Date No. _____ Tender

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. [Insert numbers].the receipt of which is hereby duly acknowledged,

we, the undersigned, offer to supply deliver, install and commission

..... (Insert Equipment/systems 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/systems 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 4. percent of the Contract Price for the due performance of the Contract , in the form prescribed by

.....(Procuring entity).

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

6. 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.

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

Dated this _____ day of _____ 20_____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of

CONTRACT FORM

THIS AGREEMENT day of 20 between
made the

[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 the GPA cover and has accepted a tender by the tenderer
for the supply of the services in the sum of

[contract price in words in figures]
(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (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 tenderer hereby covenants with the Procuring entity to provide the GPA cover 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 provision of the
services 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

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

Date Seal/Signature of Candidate

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/systems] (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:

fails or refuses to execute the Contract Form, if required; or

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]

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]

AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS [Name of the principal]
who are established and reputation dealers/vendors in [Type of business] having
registered offices at [Address of principal] do hereby authorizing
..... [Name and address of tenderer] to submit a tender, [reference of the
tender] for the stated (particulars of tender).

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

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

MASTER OPERATING LEASE AGREEMENT

Ref. No.

THIS MASTER OPERATING LEASE AGREEMENT is made on the.....day of

..... between, a limited liability company

incorporated under the laws of Kenya of(hereinafter referred to as “the Lessor” which

expression shall where the context so admits include its successors and assigns) of the one part and LAIKIPIA COUNTY GOVERNMENT of P,O Box 1271-10400, NANYUKI (hereinafter referred to as “the Lessee” which expression shall where the context so admits include its successors and assigns) of the second part.

WHEREAS:

A. The Lessor wishes to lease out and the Lessee wishes to lease Equipment/systems from the Lessor. The Lessor and Lessee have agreed that they shall execute a Rental Addendum, as defined below, in respect of such leased Equipment/systems.

B. The execution of the Rental Addendum shall bring into operation the leasing of each Equipment/systems which shall incorporate all the provisions of this Master Operating Lease and the provisions of the Rental Addendum.

NOW IT IS AGREED AS FOLLOWS:

1. Definitions

- (a) “Agreement” means this Master Operating Lease including all its appendixes.
- (b) “Business Day” means a day other than a Saturday, Sunday or official public holiday in Kenya.
- (c) “Commencement Date” means the date indicated in the Rental Addendum as the commencement date for term of the leasing of the Equipment/systems pursuant to such Rental Addendum.
- (d) “Competent Authority” means the Laikipia County Government and parastatal and other bodies having statutory competence to promulgate rules and regulations governing or touching and concerning matters, transactions and issues contained or relating to this Agreement.
- (e) “Capital Balance” has the meaning ascribed to it in Clause 11 (c) (ii).
- (f) “Default Interest Rate” means the default interest rate specified in the Rental Addendum.
- (g) “Delivery Note” has the meaning ascribed to it in Clause 5(a).
- (h) “Due Date” means the Payment Date or the date specified in the Rental Addendum for payment of any monies payable by the Lessee to the Lessor under the Rental Addendum. Where no date for payment of any such monies is specified “Due Date” shall mean the date specified in a demand from the Lessor to the Lessee for such monies. If the Due Date falls on a weekend or a public holiday, then the date of payment shall be the next Business Day.
- (i) “Early Termination Date” means the date on which the leasing of the Equipment/systems is terminated pursuant to the provisions of Clause 19 hereof.
- (j) “Event of Default” means any of the events listed in Clause 21 of this Agreement.
- (k) “Location” means the physical address specified in the Rental Addendum upon which the

Equipment/systems will be kept.

(l) "Manufacturer" means the manufacturer of the Equipment/systems and the individual manufacturers of the individual components of the Equipment/systems.

(m) "Operating Lease" means a lease where ownership of the Equipment/systems is not transferred to the Lessee.

(n) "Payment Date" means the date specified in the Rental Addendum as the payment date and "Payment Dates" shall be construed accordingly.

(o) "Purchase Order" means a Purchase Order issued by the Lessee under Clause 2 (b) of this Agreement.

(p) "Rental" means the amount specified in the Rental Addendum as the Rental for the lease of the Equipment/systems payable as frequently as per the Rental Addendum by the Lessee to the Lessor and

"Rentals" shall be construed accordingly.

(q) "Rental Addendum" means the Rental Addendum substantially in the form set out in Appendix I (or in such other form as may from time to time be agreed in writing between the Lessor and the Lessee) entered into from time to time by the Lessor and the Lessee for the leasing of Equipment/systems by the Lessor to the Lessee and which incorporates all the terms and conditions of this Agreement by reference and sets forth the particulars of each leasing transaction between the Lessor and the Lessee and "Rental Addendums" shall be construed accordingly.

(r) "Return Conditions" means the conditions specified in Appendix II being the minimum conditions to which the Equipment/systems should comply with at all times during the Term and upon the delivery of the Equipment/systems to the Lessor on the Termination Date of the Rental Addendum or upon the earlier termination of this Agreement and/or the Rental Addendum.

(s) "Service only Lease" means the terms of this Agreement whereby a Equipment is leased by the Lessor to the Lessee on a service only basis as more particularly set out in Clause 9 (b) hereof and the Rental Addendum.

(t) "Tax" means any tax, impost, assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty and any penalty or interest payable in connection with any failure to pay or any delay in paying the same) and the term "Taxes" shall be construed accordingly.

(u) "Term" means, in respect of any Rental Addendum, the period commencing on the Commencement Date and ending on the Termination Date.

(v) "Termination Date" means the date indicated on the Rental Addendum as the termination date on which the leasing of the Equipment/systems will terminate by effluxion of time.

(w) "Total Loss" means an actual or constructive or arranged total loss as a result of the Equipment/systems being lost, destroyed, stolen, confiscated, damaged beyond economic repair or otherwise rendered unfit for or unable to be used and the date of such Total Loss shall be the date the insurer determines the loss, destruction, theft, confiscation or damage beyond economic repair.

(x) "Equipment/systems(s)" means the Equipment/systems (s) specified in the Rental Addendum including each and every component, part, record, manual and handbook in respect of such Equipment/systems(s) together with all replacements, renewals and additions made from time to time to such Equipment/systems, which shall form an integral part of the Equipment(s) and shall become the property of the Lessor and subject to this Agreement.

Lease

(a) Under this Master Operating Lease Agreement ("this Agreement") the Lessor agrees to let and the

Lessee agrees to lease, from time to time upon the terms and conditions set out in this Agreement and each Rental Addendum, certain Equipment/systems described in each Rental Addendum. This Agreement and each Rental Addendum shall form a separate and independent agreement for the lease of the Equipment/systems described in such Rental Addendum upon the terms and conditions in this Agreement and such Rental Addendum and a breach of such separate and independent agreement shall be a breach of this Agreement. In the absence of a duly executed Rental Addendum, this Agreement shall not constitute a lease or a commitment by either party to enter into a lease.

(b) Whenever the Lessee proposes to lease an Equipment/systems from the Lessor, it shall transmit to the Lessor a Purchase Order specifying the make and other particulars of the Equipment which the Lessee desires to lease.

(c) Whenever the Lessor leases Equipment/systems to the Lessee, both the Lessor and the Lessee shall execute a Rental Addendum in respect of the Equipment.

(d) Whenever a Rental Addendum is executed in respect of any Equipment/systems, the Lessor and the Lessee shall become bound by all the provisions of this Agreement.

(e) Prior to the execution of any Rental Addendum, the Lessee shall be required to deliver to the Lessor any documents, instruments and certifications that the Lessor may require, including without limitation, all constitutional documents of the Lessee, relevant approval given by board and/or directors, resolutions authorizing the Lessee to enter into such transaction, all necessary financial information of the Lessee and any other information or documents required by the Lessor.

(f) It is hereby agreed that the Lessee shall assume full responsibility with respect to the choice of the Equipment/systems and the Lessor shall have no liability or responsibility in respect thereof.

1. **Term of Lease**

In respect of each Rental Addendum the Term shall commence on the Commencement Date and shall continue for the number of months set out in the Rental Addendum and end on the Termination Date unless terminated earlier in accordance with the terms of this Agreement and the Rental Addendum.

2. **Payment**

(a) In respect of each Rental Addendum and in consideration of the Lessor agreeing to let the Equipment/systems to the Lessee in accordance with the terms of this Agreement, the Lessee shall throughout the Term pay to the Lessor as frequently as indicated in the Rental Addendum, the Rental (together with all applicable taxes) on each Payment Date. The Lessor shall issue an invoice to the Lessee on each Payment due date.

(b) Subject as herein provided the Rental payable by the Lessee pursuant to Clause 4(a) above includes the cost of comprehensive insurance, fleet management, and the service option specified in Clause 9 below and in the Rental Addendum.

(c) All payments under this Agreement and the Rental Addendum must be paid by the Lessee on or before the Due Date by way of a standing order or by such other means as may be agreed between the parties without deductions of any kind and free of exchange, bank costs and other charges, and net of taxes at the business address of the Lessor or at such other address as the Lessor may indicate in writing.

(d) Any standing order effected pursuant to clause (c) above shall not be cancelled by the Lessee without the prior written authorization of the Lessor during the term hereof.

(e) The Lessee shall execute such instruments as may be required by the Lessor to provide for payment of the Rentals under this Agreement and any increase in the Rentals as the Lessor may from time to time request. Such instruments may include banker's orders or similar authorities, bills of exchange or promissory notes and other documents appropriate to the payment or transfer of money.

(f) All payments under this Agreement and the Rental Addendum shall only be made for services rendered hence the Lessor to ensure that they invoice only those Equipment/systems that are in use and not those in the garages, accident Equipment/systems and those not yet replaced.

(g) Any payments under this Agreement and the Rental Addendum shall not be made for Equipment/systems covering over 50 kilometers from County Headquarters for servicing and repairs. Such mileages shall be borne by the Lessor and shall be deducted from the required 6,000 hrs before any payments are effected.

(h) That all the invoices submitted for payments shall be confirmed by the respective users before any payments are effected.

3 Delivery and Inspection

(a) The Lessee shall at its own cost obtain and accept delivery of the Equipment/systems. Immediately upon accepting delivery of the Equipment/systems from the Lessor, the Lessee shall sign a delivery note ("the Delivery Note") confirming receipt and acceptance of the Equipment/systems. Upon signing of the

Delivery Note by the Lessee, it shall be conclusively presumed that the Equipment is in good order and condition. The Lessee shall immediately provide the Lessor with a copy of such Delivery Note.

(b) The Lessee acknowledges and confirms that:

(i) the Lessee has examined the Equipment/systems before accepting them and has satisfied itself as to the condition and suitability of the Equipment/systems for the Lessee's purposes and the Equipment/systems' compliance with any safety standards;

(ii) the Lessor has given the Lessee no representation or warranty regarding the quality, fitness, safety or suitability of the Equipment/systems and no person is authorised by the Lessor to do so;

(iii) the Lessee has no title to the Equipment/systems.

(c) The Lessee agrees that no liability shall attach to the Lessor either in contract or in tort for loss, injury or damage sustained by reason of any defect in the Equipment/systems, whether that defect is latent or apparent on examination and the Lessee shall keep the Lessor indemnified accordingly.

1. **Notification to the Landlord**

(a) The Lessee shall:

(i) before the Equipment/systems are brought to the Location (if not owned by the Lessee), notify the landlord or owner of the Location in writing of the Lessor's ownership of the Equipment/systems and furnish a copy of such notification to the Lessor;

(ii) give fresh notice of the Lessor's ownership of the Equipment/systems to any new landlord or new owner of the Location forthwith upon any change therein taking place;

(iii) obtain from such landlord or owner a written acknowledgement of the Lessor's ownership of the Equipment/systems;

(iv) keep the Equipment/systems free from all liens, attachments or other legal charges or processes of any nature whatsoever.

(b) The Lessor shall be entitled on behalf of the Lessee to give any notification, which the Lessee is required to give in terms of this clause.

2. **Title**

The Lessee acknowledges that title to the Equipment/systems shall remain vested at all times in the Lessor or its successor in title and that the Lessee, or any person on its behalf, will at no stage during or after the Rental Addendum or this Agreement acquire title to the Equipment/systems by reason of mere possession of the Equipment/systems or in terms of the Rental Addendum or this Agreement.

3. **Lessee's Obligations**

The Lessee shall:

(a) Observe all instructions and recommendations of the manufacturer of the Equipment/systems; not allow any unqualified or unlicensed driver/operator to operate or use the Equipment/systems and not remove the Equipment/systems from Kenya without the prior notification to and written authorization by the Lessor;

(b) not without the Lessor's prior written consent (and subject to such conditions as the Lessor may impose) alter, modify or add to the Equipment any identifying number, registration number or mark, advertising, signs, lettering, insignia or any other device or notice of ownership and in particular will not alter in any way by repainting or otherwise howsoever the external appearance of the Equipment/systems nor permit the permit

the fitting of any extras or accessories to the Equipment without the prior approval of the Lessor and if the Lessor so approves the Lessee will upon termination of this Agreement remove (at the Lessee's cost) all such signs, signs, letterings, insignias, devices, extras and accessories and restore the Equipment to its original condition and paintwork;

(c) normally keep the Equipment/systems at the Location and must notify the Lessor by registered post or e-mail of the name and address of the landlord of any new/intended premises before allowing the Equipment/systems to be moved to such premises;

(d) use and operate the Equipment/systems solely in the conduct of the Lessee's business and under and in compliance with all relevant laws and regulations of any Competent Authority having power and authority to regulate or supervise the use of the Equipment/systems;

(e) use the Equipment/systems properly and ensure that they will be safe and without risk to health and not allow the Equipment/systems to be, in the Lessor's opinion, in jeopardy;

(f) keep the Equipment/systems free from claims by third parties and from attachment and may not sell, transfer, lease, encumber or otherwise dispose of them either in part or as a whole, or allow any lien to arise in respect thereof;

(g) allow the Lessor or the Lessor's agent upon reasonable notice at any time during ordinary business hours on Business Days to inspect the Equipment/systems for any reason whatsoever, including, without limitation, for purposes of carrying out a valuation of the Equipment/systems or for examining the odometers of the Equipment/systems to determine the number of service that the Equipment/systems have been done. The Lessor shall not be liable to the Lessee in any manner for any loss of profit, use or otherwise howsoever as a result of such inspections being undertaken by the Lessor;

(h) as an obligation surviving termination of this Agreement, indemnify the Lessor in respect of any claims made against the Lessor and all damages, costs and expenses suffered or incurred by the Lessor as a result of any third party claim arising out of the state, condition or use of the Equipment/systems or in any way arising out of the Equipment/systems being let under this Agreement;

(i) keep the Equipment/systems free of all liens and distrains;

(j) not suffer the levy of any distress or execution, nor present or suffer to be presented any application for an interim order or petition for a winding up order within the

meaning of the Companies Act Cap 486, nor enter into or attempt to enter into a composition with its creditors, nor call or suffer to be called a meeting (whether formal or informal) of its creditors or any of them.

(k) ensure that the Equipment/systems are not used for any purpose for which they were not designed for.

(l) not use the Equipment/systems in any illegal manner or for any illegal purpose or in a manner which may render any claim invalid under an insurance policy in respect thereof;

4. **Maintenance**

(a) The Lessee shall in accordance with the provisions of this Clause keep the Equipment at all times in good repair and condition and in working order in accordance with the service and maintenance agreement.

(b) This is a service only lease and the Rental herein payable by the Lessee includes only the cost of such service, which service shall be rendered by the Lessor or its service providers in accordance with the service and maintenance agreement.

(c) The Lessee shall deliver the Equipment/systems to the Lessor's appointed agents, at service intervals as recommended by the Manufacturer for the purpose of the carrying out of maintenance and servicing of the Equipment/systems.

a) The Lessee shall notify the Lessor of any breakdown of the Equipment/systems and shall not repair or attempt to repair.

(d) The Lessee shall at its own cost obtain and keep in full force and effect throughout the period of the Lease any permissions, licences or authorizations which may at any time be required in connection with the possession or use of the Equipment/systems and/or any premises in which the same may be located.

(e) The Lessor shall ensure that the Equipment/systems are fitted with equipment monitoring devices and the Lessee shall keep and ensure all devices are kept fully functional.

5. **Insurance**

(a) The Lessor shall at the Lessee's cost comprehensively insure and shall keep the Equipment/systems insured for the duration of this Agreement.

(b) The Lessee must notify the Lessor immediately in writing of any loss of or damage to the Equipment/systems and will have the Equipment/systems repaired by the Lessor's appointed service agents.

(c) All insurance excess charges and administrative costs shall be payable by the Lessee to the Lessor on demand and if the Lessee fails to make any payment when called upon to do so then the Lessor will be entitled to debit such costs to the Lessee's statement of account and to recover such costs plus interest at the Default Interest Rate from the Lessee in instalments over the remaining period of the Agreement.

(d) In relation to all the insurances referred to in sub-clause (a), such insurances shall:

(i) Provide that the Lessor's and any other Additional Insured's interests shall not be invalidated by any act or omission or breach of warranty or misrepresentation of the Lessee or its servants or agents; and

(ii) Provide a waiver by the insurers of any right of subrogation against the Lessor and of any right of contribution from any other insurance carried by the Lessor.

(e) The Lessee shall not do anything whereby such insurance may be voided or vitiated and in the event of payment of any excess the Lessor shall recover any such excess paid from the Lessee. In the event that the insurer declines to pay any claim lodged in respect of the Equipment/systems the Lessee shall on demand pay and or indemnify the Lessor for such claim.

(f) Notwithstanding the foregoing provisions of this Clause and without prejudice to the generality of Clauses 11 and 12 below, the Lessee shall solely be responsible for and shall indemnify and keep indemnified the Lessor, on a full and unqualified indemnity basis, against all loss or damage to the Equipment/systems howsoever caused occurring at any time before the Equipment/systems are returned to the Lessor or the Lessor's appointed agent under the terms of Clause 20 below and shall indemnify and keep indemnified the Lessor, on a full and unqualified indemnity basis, against all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal) penalties, fines or other sanctions, judgements, legal costs and other costs and expenses whatsoever suffered or incurred by the Lessor arising directly or indirectly in any manner or in relation to death, injury to persons or loss or damage to property arising from the possession, use and operation of the Equipment/systems by the Lessee its officers, servants, employees and/or agents.

6. **Total Loss**

(a) If there is a Total Loss of a Equipment/systems, the leasing of such Equipment/systems shall be deemed to be terminated on the date of such Total Loss. The Lessee shall nevertheless be liable to pay the Rentals due under the Rental Addendum up until the date of determination of the loss by the insurer subject to Clause 11 (b).

(b) The Lessee shall only be liable to pay the Rental due under Clause 11 (a) up to a maximum of 90(ninety) days after the date of Total Loss or the date on which the Lessor receives payment from the insurer, whichever is earlier.

(c) On the expiry of thirty (30) days after the determination of the occurrence of Total Loss, the Lessee shall pay to the Lessor:

(i) all arrears of Rentals together with all other amounts which are due (but unpaid) under the Rental Addendum up to the date of the Total Loss;

(ii) the difference if any, between the insurance proceeds received in respect of the Total Loss claim and the Capital balance of the subject Equipment/systems outstanding in the Lessor's books at the date of the Total Loss. A certificate signed by the Finance Manager of the Lessor setting out the Capital balance then outstanding shall be conclusive;

(iii) any interest and all other payments due by the Lessee to the Lessor pursuant to this Agreement and the Rental Addendum.

7. **Indemnity**

(a) The Lessee shall indemnify and keep the Lessor fully and effectually on a full and unqualified indemnity basis at all times against:

(i) all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal), duties, fees, taxes, levies, registration charges, insurance premiums, legal costs and other costs and expenses of any nature and other outgoings suffered or incurred by or imposed on the Lessor in connection with this Agreement, the Rental Addendums, the Equipment/systems, the ownership of the Equipment/systems, any product or strict liability relating to the Equipment/systems and the transactions contemplated by this Agreement, Rental Addendum or any other document entered into in connection with or pursuant to this Agreement or arising out of the leasing and use of the Equipment/systems by the Lessee;

(ii) all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal), penalties, fines or other sanctions, judgments, legal costs and other costs and expenses whatsoever which may at any time be made or claimed by any third person or persons or the Lessee and without prejudice to that generality by any employee, servant, agent of the Lessee arising directly or indirectly in any manner out of the acquisition, possession, use, misuse, management, insurance and operation of the Equipment/systems or the

transportation or repossession by the Lessor whether or not the equipment/systems are in the possession or control of the Lessee; and

(iii) all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal), penalties, fines or other sanctions, judgments, legal costs and other costs and expenses whatsoever which may at any time be suffered incurred or sustained by the Lessor arising (whether directly or indirectly) from the use or operation of the Equipment/systems or from any breach, non- observance or non-performance by the Lessee of the covenants, terms and conditions of this Agreement and the Rental Addendums.

8. **Assignment**

(a) The Lessor has the right, subject to prior notification to the Lessee, to assign or transfer to any person all or any of its rights under this Agreement and any document entered into with or pursuant to this Agreement and in such event the Lessee agrees, after receiving the notice thereof, to lease the Equipment/systems from the assignee/transferee from date of assignment/transfer and to make all payments due in terms of this Agreement to the assignee/transferee.

(b) The Lessee does not have the right to assign or delegate the Lessee's rights or obligations under this Agreement or any document entered into with or pursuant to this Agreement without the Lessor's prior written consent.

9. **Confidential Information**

(a) Each party hereby undertakes to the other that it will not at any time, whether during the currency of this Agreement or at any time after the termination thereof, divulge any information in relation to the affairs or business of the other party or any information obtained about the other as a consequence of this Agreement.

(b) The provisions of this clause do not prohibit disclosure of information in so far as such disclosure:

(i) Is necessary to enforce the provisions and terms of the Agreement by way of legal action; or

(ii) Is compelled by law;

(iii) Is already in the public domain.

10. **Risk and Excess Usage**

(a) During the term of the relevant Rental Addendum the Lessee will be responsible for any loss, damage, destruction, theft of or to the Equipment/systems, whether attributable to irresistible force, inevitable accident or any other causes whatsoever. Save as otherwise provided in this Agreement no such event shall relieve the Lessee of its obligation to pay the Rentals and all other payments due under this Agreement.

(b) The Lessee and Lessor hereby agree that the Lessor shall demand and recover from the Lessee any costs incurred by the Lessor in connection with the repair or maintenance of the Equipment/systems, either during the term of the Rental Addendum or thereafter to reinstate it to its original condition, fair wear and tear excepted, which costs shall be payable by the Lessee to the Lessor on demand.

(c) If the Lessee exceeds the maximum hours set out in the Rental Addendum, the Lessee must reimburse the Lessor for such excess hours usage at the excess charge rate per hour as stated in the Rental Addendum, provided that if at any time the odometer (time calculator) fails to function then the hourly rating shall be calculated on the basis of the daily average of the hours used by the Equipment/systems in respect of the period between the two previous servicings of the Equipment/systems. The excess hourly charge shall be payable (at the sole discretion of the Lessor) forthwith upon demand by the Lessor or upon termination of this Agreement. The Lessee will not be entitled to any rebate or reduction on payments or other benefit by reason of its inability or neglect to make use of the Equipment/systems for whatever reason. The Lessor shall be entitled to demand and recover from the Lessee such charges and costs.

11. **Certificate**

A certificate signed by a Finance Manager of the Lessor (no proof of his appointment or position is necessary) setting out any amount owing by the Lessee to the Lessor in terms of this Agreement shall, in the absence of manifest error, be conclusive.

1. Taxation

(a) For the purposes of Kenyan taxation and irrespective of the accounting treatment to be adopted by the Lessee, the Lessee is not entitled to claim capital allowances on the Equipment/systems.

(b) All sums payable under this Agreement shall be paid together with the applicable VAT.

(c) The Rentals and the other payments to be made under this Agreement are calculated upon the assumption that the law in Kenya as it affects the transaction recorded in this Agreement including, without limitation, the law and practice relating to taxation (including tax rates and writing down allowances) remains throughout the duration of this Agreement the same as at the date of this Agreement. If at any time or times the above assumption shall not be realised then the Lessor shall be entitled to revise the Rentals and the other payments in accordance with any such revision.

12. Warranties and Exclusions

(a) All terms, conditions, warranties and representations relating to the Equipment/systems' description or as to their fitness for any purpose are hereby expressly excluded.

(b) To the extent that it is contractually entitled and is able lawfully so to do, the Lessor will extend to the Lessee for the duration of this Agreement the benefit of any guarantee, condition or warranty which may have been given by the manufacturer of the Equipment/systems, or which is implied by law, in relation to the Equipment/systems and which is vested in the Lessor. Prior to the making of any claim under such guarantee, condition or warranty, the Lessee shall fully indemnify the Lessor against all costs, claims, damages and expenses incurred or which may be incurred in connection with the making of such claim. Nothing contained in this sub-clause (b) shall entitle the Lessee to commence any proceedings in the name of the Lessor without the Lessor's prior written consent.

(c) The Lessee acknowledges that no person not actually in the employ of the Lessor is or is deemed to be the agent or entitled to act on behalf of or make any representation or warranty binding on the Lessor.

(d) The Lessor shall not be liable (in contract, tort or otherwise) for any claim, damage, liability, loss (including consequential loss) or expense of any kind arising directly or indirectly in connection with the Equipment/systems nor from any delay in delivery of, or failure to deliver, the Equipment/systems, any defect or deficiency in, or inadequacy or unsuitability of, the Equipment/systems or their installation, use, performance, servicing or repair or from any action or omission (negligent or otherwise) of the Lessor, its servants or agents.

(e) Furthermore, the Lessor shall have no obligation to supply to the Lessee any replacement for the Equipment/systems (or any part thereof) that is, either on delivery or thereafter, defective, lost, damaged unusable or unavailable for any reason and the Lessee shall not be entitled to any remission of, or be released from any obligation to pay, the Rentals or any other payments hereunder by reason thereof.

(f) Where the Lessee enters into more than one lease in respect of Equipment/systems then each lease shall be collateral with one another and all leases shall be read and construed together so that a default under one or more of the leases shall be deemed to be a default under the other leases provided that the Lessor may, nevertheless, pursue its remedies and exercise its powers under any one of the leases separately or under one or more of the leases concurrently or any other security documents granted to the Lessor.

13. Early Termination

(a) The Lessee shall in respect of any Rental Addendum be entitled to terminate such Rental Addendum upon the giving of Ninety (90) days prior written notice to the Lessor.

(b) The minimum period after the Commencement Date before any notice referred to in sub-clause (a) may be given by the Lessee is Twenty-four (24) months.

(c) Immediately upon termination of the Rental Addendum pursuant to Clause 19(a) the Lessee shall pay to the Lessor upon demand:

(i) all arrears of Rentals together with all other amounts which are due (but unpaid) under the Rental Addendum up to the Early Termination Date, including the notice period;

(ii) Excess mileage charges at the rate specified in the Rental addendum;

(iii) All Rentals that would have been payable from the Early Termination Date to the Termination Date had the Rental Addendum not been terminated early.

14. **Return of Equipment/systems**

(a) On the Termination Date or earlier termination of the Rental Addendum for whatever reason the Lessee shall at its sole cost and expense immediately return the Equipment/systems in good and proper working order and condition to the Lessor or the Lessor's appointed agent in accordance with the Return

Conditions set out in Appendix II together with all licensing documents, registration certificates, log books and any other relevant documents in respect of the Equipment/systems.

(b) If the Lessee does not deliver the Equipment/systems to the Lessor or Lessor's appointed agent pursuant to Clause 20(a) within seven (7) working days of the date of termination for any reason whatsoever, the following conditions will apply in addition to all other rights and remedies available to the Lessor:

(i) The Lessee shall pay the Lessor on a monthly basis the late delivery charge stated in the Rental Addendum;

(ii) The Lessee shall pay the Lessor all legal and administrative charges related to the collection of the Equipment/systems;

(iii) The Lessor shall have the right at any time to debit the Lessee's statement of account with the costs referred to in clause 20 (b) (i) and (ii) above and to demand for payment forthwith together with interest thereon at the default interest rate if payment is not made on demand;

(iv) Any late delivery charges collected by the Lessor from the Lessee shall not infer any extension of time or rights to the Lessee under this Agreement;

(v) The Lessor or its agents may immediately thereupon or at any time thereafter without any previous or further notice or concurrence of the Lessee enter upon any lands or premises whereon the Equipment/systems for the time being may be and take possession thereof. The Lessor shall not be responsible for any loss or damage caused by such entry and taking of possession or in connection with such entry and taking of possession.

15. **Breach**

(a) The Lessee will be in breach of this Agreement and/or the Rental Addendum if the Lessee:

(i) Fails to make any payment in terms of this Agreement and/or the Rental Addendum;

(ii) Fails to comply with any other provision of this Agreement and/or the Rental Addendum;

(iii) Fails to satisfy any judgement for the payment of money obtained against it within 7 (seven) days of such judgement or fails to lodge an appeal within the prescribed period;

- (iv) Does anything to vitiate or nullify the insurances policies taken out in respect of the Equipment/systems;
 - (v) If the Lessee does or causes to be done or commits or suffers any act or thing which prejudices or places in jeopardy the Lessor's rights in the Equipment;
 - (vi) If the Lessor considers, in its absolute discretion, at any time and for whatever reason that the financial position of the Lessee is unsatisfactory and the Lessee's ability to maintain its obligations under this Agreement is jeopardized or threatened or the Lessee is unable to pay or does not pay its debts as they become due and payable;
 - (viii) If before the Termination Date the Lessee purports to terminate this Agreement or returns to the Lessor or abandons the Equipment/systems;
 - (ix) Where the Lessee is a private company, if there is a sale, transfer or other disposition of any of the shares in the capital of the Lessee which has the effect of altering the effective control of the Lessee without the Lessor's prior written consent;
 - (x) Provides false information; or,
 - (xi) Any action is taken for or with a view to winding it up or it becomes insolvent or is unable to pay its debts or enters into dealings with any of its creditors with a view to avoiding, or in expectation of, insolvency or it stops or threatens to stop payments generally or an encumbrancer takes possession or a receiver is appointed of the whole or any material part of its assets.
- (b) In the event of any breach of this Agreement and/or the Rental Addendum including breach under sub-clause (a), the Lessor may, in addition to any other remedies that it may have in terms of this Agreement or at law:
- (i) Terminate this Agreement and the Rental Addendum; and
 - (ii) Claim, at the Lessee's cost, return and possession of the Equipment/systems, together with all licensing documents, registration certificates, log books and any other relevant documents in respect of the Equipment/systems, at the Lessor's address or at such other address as the Lessor may have notified the Lessee of in writing; and
 - (iii) Claim from the Lessee the immediate payment of:
 - (1) all arrears of Rentals together with all other amounts which are due (but unpaid) under the Rental Addendum up to the date of such termination;
 - (2) all Rentals that would have been payable from the date of such termination to the Termination Date had the Rental Addendum not been terminated early;
 - (3) interest and all other payments due by the Lessee to the Lessor pursuant to this Agreement and the Rental Addendum.
- (c) The Lessor will be in breach of this Agreement and/or the Rental Addendum if any action is taken for or with a view to winding it up or it becomes insolvent or is unable to pay its debts or enters into dealings with any of its creditors with a view to avoiding, or in expectation of, insolvency or it stops or threatens to stop payments generally or an encumbrancer takes possession or a receiver is appointed of the whole or any material part of its assets, in which event the Lessee shall be entitled to forthwith terminate this Agreement.

16. **Repossession**

- (a) Upon the occurrence of a breach by the Lessee and without prejudice to the Lessor's other rights and remedies hereunder, the Lessor may in its sole and absolute discretion do all or any of the following:

(i) at any time, after a notice of seven (7) days (whether or not the Lessor may subsequently accept payments by the Lessee) demand or retake possession of the Equipment until such time as the Lessee remedies the breach or satisfies the Lessor that the breach in respect of which the powers contained herein were exercised does not or will not prejudicially affect the Equipment/systems or the rights of the Lessor to the Equipment or under any agreement following which the Equipment/systems shall be redelivered to the Lessee upon payment of the reasonable costs of the Lessor in the exercise of the Lessor's rights hereunder. For this purpose the Lessor may by its officers or agents enter, where necessary by force, onto any property occupied by the Lessee and (as the agent of the Lessee) on any other property which the Lessee might enter upon where the Equipment/systems may be or be supposed to be; and/or

(ii) by seven (7) days notice in writing to the Lessee terminate this Agreement or any Lease as at the date of the notice or any later date specified in the notice, without prejudice to all other rights and remedies whatsoever the Lessor may have or exercise hereunder or under any Agreement or otherwise howsoever.

(b) If the Lessor exercises any of its rights under Clause 22 (a), the balance of the moneys payable by the Lessee under this Agreement (including without limitation all Rental Payments outstanding and unpaid calculated down to the Termination Date and all other charges under this Agreement) shall immediately become due and payable to the Lessor, subject to such rebate as the Lessor may allow in its sole and absolute discretion.

17. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed properly served if it is sent by registered post or delivered by hand to the addressee at its address shown below or such other address within Kenya as that party may notify to the other for purposes of this clause and, if so sent, shall be deemed to have been received by the addressee seven (7) days after posting if sent by registered post or on delivery if delivered by hand.

The Lessor: -----
----- Attention: -----

The Lessee : COUNTY GOVERNMENT OF LAIKIPIA

PO Box 1271-10400,
NANYUKI

Attention: COUNTY SECRETARY

2. Independent Contractor

Nothing in this Agreement is intended to constitute the Lessee as the Lessor's agent, legal representative, subsidiary, joint venture, fiduciary partner, employee or servant for any purpose whatsoever. The Lessee is an independent contractor and is in no way authorized in this Agreement to make any contract, warranty or representation, or to create any obligation, express or implied, on behalf of or in the Lessor's name.

3. Modifications

This Agreement may only be modified with the written consent of both parties.

4. Applicable Law

This Agreement shall be subject to and governed by the Laws of Kenya and both parties agree to submit to the exclusive jurisdiction of the Kenyan courts.

5. Severability

If at any time any provision in this Agreement is or becomes illegal, invalid or unenforceable in any respect, the relevant portion is severable and the balance of this Agreement shall be enforced as if such provision had not been included herein. All rights and remedies provided herein or by law are cumulative and not mutually exclusive, and may be exercised serially.

6. Failure to Enforce

(a) Failure of either party to enforce any of the terms and conditions of this Agreement shall not constitute a waiver of the right subsequently to enforce such provisions or to enforce other provisions of this Agreement.

(b) Any relaxation, indulgence or condonation extended by the Lessor to the Lessee may not be regarded a waiver of any of the Lessor's rights in terms of this Agreement. Acceptance by the Lessor of any payment made by the Lessee after termination of this Agreement will not be a waiver of the Lessor's rights in terms of this Agreement nor a novation thereof, and the Lessor's prior termination of this Agreement will remain in full force notwithstanding such acceptance.

7. Miscellaneous

The headings and language used herein are for purposes of convenience only and shall not be used in constructing the provisions hereof. As used herein, the singular shall include the plural, and the plural, the singular.

8. Acknowledgment by the Lessee

The Lessee acknowledges that the Lessee has entered into this Agreement in reliance upon the information set forth in this Agreement and has relied on no promises, no representations, no statements or no undertakings made by the Lessor or the Lessor's representatives or others which are in conflict with any statements or representations made and not set forth in this Agreement.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Lessee and the Lessor and supersedes all prior negotiations, representations and agreements.

10. Dispute Resolution and Arbitration

(a) The Lessor and Lessee shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relating to this Agreement. If any such dispute cannot be settled amicably through negotiations by the appropriate

Representatives of the Lessor and Lessee, namely the General Manager for the Lessor and the Finance/Procurement Manager for the Lessee, within fourteen days (14) the matter shall at the election of either party be referred for arbitration in accordance to Clause (b) below.

(b) Any dispute difference or question which may arise at any time between the Lessor and the Lessee upon the construction of this Agreement or on the rights and liabilities of the Lessor or the Lessee with respect thereto which has not been resolved by negotiation under Clause (a) above shall be referred to the decision of a single arbitrator to be agreed upon between the Lessor and the Lessee or in default of agreement within fourteen (14) days to be appointed at the request of either of them by the Chairperson for the time being of the Chartered Institute of Arbitrators (Kenya Branch) in accordance with and subject to the provisions of the Arbitration Act or any statutory modification or re-enactment thereof for the time being in force.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year hereinabove mentioned.

SIGNED for and on behalf of ----- by:

Name:.....Signature:

Name:.....Signature:

WITNESSED by:

Name:.....Signature:

Name:.....Signature:

SEALED with the Common Seal of)

.....

in the presence of:

Director:.....

Signature:.....)

Name:.....

Signature:.....

Director\Secretary:.....)

Signature:.....)

WITNESSED by:

OR

Name:.....

SIGNED for and on behalf of.....
.....by:

Signature:.....

Name:.....

Name:.....

Signature:.....

Signature:.....

RETURN CONDITIONS

You are the Lessee signing below and ----- is the Lessor. If there is any inconsistency between the terms of these Return Conditions and the Lease, the terms of these Return Conditions will take precedence.

1. Inspection

1.1. Each Equipment/systems will be inspected on its return by the Lessor's representative, in the presence of the Lessee or the Lessee's representative, so that the condition of the equipment(s) can be established in accordance with the provisions below. An inventory shall be drawn up for this purpose.

2. Return Conditions

The expression "in good condition and in full working order, fair wear and tear excepted" means that the equipment(s) has been maintained as required, by the Service Provider, to the following minimum standards.

2.1 Parts

All parts will be of the same type and size as those fitted on the equipment(s) when new.

2.2 Electrical

The instruments and all associated Equipment/systems and other electrical fittings/ accessories will be in good working order.

3. Usage

If, on the return of a equipment, the total actual usage of it exceeds the usage allowance shown in the Rental Addendum to the Master Operating Lease ("the Addendum"), the Lessee will (in addition to any other amounts that are, or become, payable) pay a usage surcharge at the rate shown in the Addendum. If the Lessor accepts the early return of any Equipment/systems, the excess charge and actual usage will be calculated pro-rata for that equipment on a time basis.

The Lessee will also advise the Lessor promptly where the usage allowance is, or is likely to be, exceeded by 10% or more of the figure shown above.

4. Defects in Condition

If the equipment does not satisfy these Return Conditions, the Lessor may choose to have work carried out to put the equipment in that condition and the Lessee will pay to the Lessor on demand all costs and expenses incurred or to be incurred by the Lessor in having such work carried out. In the event of a dispute regarding the condition of equipment the supplier's opinion will be binding on both parties. If in the supplier's opinion, the equipment does not meet the above conditions, the Lessee will pay the costs of appointing an expert but if in their expert opinion, the equipment does satisfy the above conditions the Lessor will pay.

5. Accidental Damage

Any accidental damage caused to the Equipment/systems(s) must be repaired as per manufacturer's (supplier's) recommendation. In the event of an accident causing any damage to the chassis, pillars or equipment engine, the supplier will replace them at the Lessee's cost.

6. Modification

If by law any equipment has to be modified during the leasing, any additions or modifications to the Equipment/systems becomes the property of the Lessor.

7. Documentation

All documentation relating to the Equipment/systems is the Lessor's property. On termination of the leasing of the Equipment/systems the Lessee will return to the Lessor all the documentation in its possession including registration documents, certificates and service records.

Signature for Lessee

You, the Lessee, acknowledge that these are the

Return Conditions supplemental to the Master Operating Lease between the Lessee and M/S _____

For and on behalf of
COUNTY GOVERNMENT OF LAIKIPIA
P.O. 1271-10400, NANYUKI

Signed _____

Name and title of signatory duly authorized

LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

[to be printed on the Letterhead of the Procuring Entity]

[date]

To: [name and address of the Supplier]

Re: Letter of Acceptance/Notification of Award

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the Contract Data Sheet] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us and it is our intention to proceed to make a written contract in accordance with the terms specified in the tender documents on the expiry of fourteen (14) days period from the date of this notification.

The contract shall be signed by the parties within 30 days from the date of this letter but not earlier than 14 days from the date of the letter.

Yours

(Name of Accounting Officer)

Accounting Officer/Head of Procuring Entity

Please return a copy of this letter duly signed

Authorized Signature and Seal:

Name and Title of Signatory:

Name of Tenderers:

Form RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT AND.....RESPONDENT

(Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of

.....dated the...day of20.....in the matter of Tender No.....of

.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax

No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to

review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2.

etc.

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

1.

2.

etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

.....20.....

SIGNED

Board Secretary

SELF DECLARATION FORMS (r.47)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I....., of Post Office Box.....
.....being a resident ofin the Republic of.....do

hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of..... (insert name of the Company) who is a Bidder in respect of Tender No..... for.....
.....(insert tender title/description) for..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

(Title)..... (Signature).....

(Date).....

Bidder Official Stamp.....

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. 0 Box
being a resident ofin the Republic of....., do hereby make a
statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal
Officer/Director of.....

.....(insert name of the Company) who is a Bidder in respect of Tender

No.....

for.....(insert
tender title/description)

For..... (insert name of the Procuring entity) and duly
authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or
fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management,
Staff and/or employees and/or agents of.....(insert name of the
Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement
to any member of the Board, Management, Staff and/or employees

and/or agents of..... (name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other
bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....

(Title)

(Signature)

(Date)

Bidder's Official Stamp.....