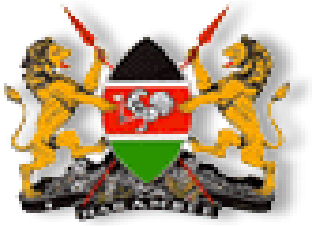

REPUBLIC OF KENYA

MINISTRY OF HEALTH

OPEN NATIONAL TENDER

FOR

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND TRAINING, ON USE AND MAINTENANCE OF BIOMEDICAL EQUIPMENT

TENDER NO. MOH/EAKIP/ONT/001/2022-2023

TENDER INVITATION DATE: 20TH FEBRUARY 2023

CLOSING/OPENING DATE: 6th MARCH 2023 10:00 AM KENYAN TIME

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INVITATION TO TENDER

20TH FEBRUARY 2023

PROCURING ENTITY: **MINISTRY OF HEALTH- SUPPORT FOR EAST AFRICA'S CENTRES OF EXCELLENCE FOR SKILLS AND TERTIARY EDUCATION IN BIOMEDICAL SCIENCES (EAKI)**

CONTRACT NAME AND DESCRIPTION: **SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TESTING AND TRAINING, ON USE AND MAINTENANCE OF BIOMEDICAL EQUIPMENT**

MOH/EAKIP/ONT/001/2022-2023

The Ministry of Health- **SUPPORT FOR EAST AFRICA'S CENTRES OF EXCELLENCE FOR SKILLS AND TERTIARY EDUCATION IN BIOMEDICAL SCIENCES** invites sealed tenders for supply, delivery, installation, commissioning, testing and training, on use and maintenance of biomedical equipment two Lots; **Lot 1 Outpatient Services/Biomedical Engineering Services Equipment and Lot 2 Central Sterilization Supplies Department(Cssd) Equipment**

Tendering will be conducted under Open National Tender Procurement Method using a standardized tender document.

1. A complete set of tender documents may be obtained by interested candidates at Public Procurement Information Portal www.tenders.go.ke and the Ministry website www.health.go.ke for free of charge before the closing date. Tenderers who download the tender document MUST forward their particulars immediately to **procurement@health.go.ke** for registration and facilitate any further clarification or addendum.

2. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

3. Completed tenders must be delivered to Tender box located at Afya House,1st Floor on or before **6th March, 2023** at **10:00am Kenyan Time**. **ELECTRONIC TENDERS WILL NOT BE PERMITTED**.

4. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

5. Tenders **MUST** be accompanied by a Bid Security of 2% of the Bid Price per Lot from a reputable bank regulated by the Central Bank of Kenya or an insurance company approved by PPRA. Late tenders will be rejected and returned unopened.

6. **Address for obtaining further information**
   Ministry of Health
   P.O Box 30016-00100 Nairobi.
   Procurement office 5th floor, Room 514, Afya House, Cathedral Road, Nairobi.

Address for Opening of Tenders.
Ministry of Health
Afya House, Ground Floor, GTZ Boardroom,

PRINCIPAL SECRETARY-STATE DEPARTMENT FOR MEDICAL SERVICES

MINISTRY OF HEALTH

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

1.1 The Procuring Entity as defined in the **TDS** invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.

1.2 Throughout this tendering document:

a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;

b) if the context so requires, "singular" means "plural" and vice versa;

c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2. Fraud and Corruption

2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. Eligible Tenderers

3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles and aunts)* are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS.**

3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

3.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
b) receives or has received any direct or indirect subsidy from another Tenderer; or
c) has the same - representative or ownership as another Tenderer; or
d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.

3.5 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.

3.7 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website www.ppra.go.ke

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.

3.9 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

3.11 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**

3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

3.13 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods and Related Services

4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.

4.2 For purposes of this ITT, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.

4.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

4.4 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:

a) motor vehicles, plant and equipment which are assembled in Kenya;
b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
c) goods manufactured, mined, extracted or grown in Kenya.

4.5 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Sections of Tendering Document

5.1 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

PART 1: Tendering Procedures

i) Section I - Instructions to Tenderers (ITT)
ii) Section II - Tendering Data Sheet (TDS)
iii) Section III - Evaluation and Qualification Criteria
iv) Section IV - Tendering Forms

PART 2: Supply Requirements

v) Section V - Schedule of Requirements

PART 3: Contract

vi) Section VI - General Conditions of Contract (GCC)

vii) Section VII - Special Conditions of Contract (SCC)

viii) Section VIII- Contract Forms

5.2 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.

5.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.

5.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

6. Clarification of Tendering Document

6.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in

accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS,** the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS.** Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.

6.2 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

6.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

6.4 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

6.5 The Procuring Entity shall also promptly publish anonymized (*no names*)Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre- Tender meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tendering Document

7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

7.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.

7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

C. Preparation of Tenders

8. Cost of Tendering

8.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9. Language of Tender

9.1 The Tender, 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.** Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language**,** in which case, for purposes of interpretation of the Tender, such translation shall govern.

10. Documents Comprising the Tender

10.1 The Tender shall comprise the following:

a) **Form of Tender** prepared in accordance with ITT11;

b) **Price Schedules**: completed in accordance with ITT 11 and ITT 13;

c) **Tender Security** or Tender-Securing Declaration, in accordance with ITT 18.1;

d) Alternative Tender: if permissible, in accordance with ITT12;

e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;

f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;

g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;

h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;

i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and

j) any other document required in the **TDS**.

10.2 In addition to the requirements under ITT 10.1, Tenders submitted by a **JV shall include a copy of the Joint Venture Agreement** entered into by all members. Alternatively, a **letter of intent to execute a Joint Venture Agreement** in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

10.3 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11. Form of Tender and Price Schedules

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. **The Tenderer shall chronologically serialise pages of all tender documents submitted.**

12. Alternative Tenders

12.1 Unless otherwise specified **in the TDS,** alternative Tenders shall not be considered.

13. Tender Prices and discounts

13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.

13.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

13.5 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS.**

A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

13.6 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.

13.7 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.

13.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:

a) For Goods manufactured in Kenya:

I) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and

iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS.**

b) For Goods manufactured outside Kenya, to be imported:

i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS;**

ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS;**

c) For Goods manufactured outside Kenya, already imported:

i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and

iv) the price for inland transportation, insurance, and other local services

required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS.**

d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14. Currencies of Tender and Payment

14.1 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same**.**

The Tenderer **shall quote in Kenya shillings**. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.

14.2 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

15. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

15.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

15.2 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

15.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

15.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.

15.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

16.1 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

16.2 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;

b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

17.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.

17.3 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;

b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

18.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS,** in original form and, in the case of a Tender Security**,** in the amount and currency specified **in the TDS.**

18.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

18.3 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:

i) cash;
ii) a bank guarantee;
iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
iv) a letter of credit; or
v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

18.4 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.

18.5 If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

18.6 If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful

Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46.The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

18.7 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

18.8 The Tender Security may be forfeited or the Tender Securing Declaration executed:

a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
b) if the successful Tenderer fails to:
   i) sign the Contract in accordance with ITT 45; or
   ii) furnish a Performance Security in accordance with ITT 46.

18.9 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

18.10 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.

18.11 A tenderer shall not issue a tender security to guarantee itself.

19. Format and Signing of Tender

19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

19.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

19.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

19.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.

19.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container

bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
   i) in an envelope or package or container marked "ORIGINAL – ALTERNATIVE TENDER", the alternative Tender; and
   ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

20.2 The inner envelopes or packages or containers shall:

a) bear the name and address of the Procuring Entity.
b) bear the name and address of the Tenderer; and
c) bear the name and Reference number of the Tender.

20.3 Where a tender package or container cannot fit in the tender box, the procuring entity shall:

a) Specify in the **TDS where** such documents should be received.
b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

20.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS.** When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Tenders

22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23. Withdrawal, Substitution, and Modification of Tenders

23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

23.3 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

23.4 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

24. Tender Opening

24.1 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS.**

24.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

24.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

24.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.

24.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS.**

24.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).

24.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
b) the Tender Price, per lot (contract) if applicable, including any discounts;
c) any alternative Tenders;
d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
e) number of pages of each tender document submitted.

24.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

25.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of Tenders, the following definitions apply:

a) “Deviation” is a departure from the requirements specified in the Tendering document;

b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

c) “Omission” is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

28. A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) if accepted, would:

i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or

b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors and Omissions

29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**. The adjustment shall be based on the ***average*** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30. Arithmetical Errors

30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

c) if there is a discrepancy between words and figures, the amount in words shall prevail.

30.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

31. Conversion to Single Currency

31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS.**

32. Margin of Preference and Reservations

32.1 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

a) motor vehicles, plant and equipment which are assembled in Kenya;

b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or

c) goods manufactured, mined, extracted or grown in Kenya.

32.3 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

32.4 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups s as provided in ITT 32.5.

32.5 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

33. Evaluation of Tenders

33.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

a) substantially responsive to the tender documents; and

b) the lowest evaluated price.

33.2 Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS;** and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:

a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;

b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;

c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and

d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

33.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to

tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

33.5 The Procuring Entity's evaluation of a Tender will include and consider:

a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;

b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

33.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34. Comparison of Tenders

34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

35. Abnormally Low Tenders

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

35.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

36. Abnormally High Tenders

36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may

also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

37. Post-Qualification of the Tenderer

37.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

38. Lowest Evaluated Tender

38.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

a) most responsive to the Tender document; and

b) the lowest evaluated price.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

39.1 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 notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

41. Procuring Entity's Right to Vary Quantities at Time of Award

41.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS.**

42. Notice of Intention to enter into a Contract

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

a) the name and address of the Tenderer submitting the successful tender;

b) the Contract price of the successful tender;

c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;

d) the expiry date of the Standstill Period; and

e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

43. Standstill Period

43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

44. Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.

47.3 Performance security shall not be required for a contract, if so specified in the **TDS**.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:

a) name and address of the Procuring Entity;
b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
c) the name of the successful Tenderer, the final total contract price, the contract duration.
d) dates of signature, commencement and completion of contract;
e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

49. Procurement Related Complaints and Administrative Review

49.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	**Particulars of Appendix To Instructions To Tenders**
A. General	
ITT 1.1	The reference number of the Invitation for Tenders is: **The Procuring Entity is**: Ministry of Health **EAST AFRICA'S CENTRES OF EXCELLENCE FOR SKILLS AND TERTIARY EDUCATION IN BIOMEDICAL SCIENCES PHASE 1, EAST AFRICAN KIDNEY INSTITUTE PROJECT(EAKIP)** **The Name of the Contract is**: **Procurement of Biomedical Equipment in 2Lots:** Lot 1 **Outpatient Services/Biomedical Engineering Services Equipment** Lot 2 **Central Sterilization Supplies Department(Cssd) Equipment**
ITT 2.3	The Information made available on competing firms is as follows: _____N/A_____ _____

ITT Reference	Particulars of Appendix To Instructions To Tenders
	The firms that provided consulting services for the contract being tendered for are: **N/A**
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: *No Maximum*
ITT 3.11	Tenderers shall be required to be registered with: **N/A**
	B. Contents of Tendering Document
ITT 6.1	(a) Address where to send enquiries is procurement@health.go.ke to reach the Procuring Entity not later than **7 days** before tender submission date. (b) The Procuring Entity will publish its response at the website: **www.health.go.ke**
ITT 6.2	A pre-tender conference will **not be held**
ITT 6.3	The questions to reach the Procuring Entity not later than **7 days** before tender submission date.
	C. Preparation of Tenders
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: ***Refer to Evaluation criteria***
ITT 12.1	Alternative Tenders ***"shall not be"*** considered.
ITT 13.5	The prices quoted by the Tenderer **"shall not"** be subject to adjustment during the performance of the Contract.
ITT 13.8 (a) (i) and (iii)	Place of final destination is as follows: ***EAST AFRICA KIDNEY INSTITUTE PROJECT SITE – NAIROBI, KENYA.***
ITT 14.2	Foreign currency requirements **is not allowed.**
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts) is ***1(ONE) Year***
ITT 16.2 (a)	Manufacturer's authorization is: ***"required"***
ITT 16.2 (b)	After sales service is: ***"required for one (1) year after commissioning***
ITT 17.1	The Tender validity period shall be ***210*** days.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days. (b) The Tender price shall be adjusted by the following percentages of the tender price: *(i)* By of t*he local currency portion of the Contract price adjusted to reflect local inflation during the period of extension,* N/A *and* *(ii) By the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension* N/A
ITT 18.1	A Tender Security *of* **2% of the Tender Price per Lot** *from a Bank regulated by Central Bank of Kenya or Insurance Company approved by PPRA* valid for **240** days from the date of tender opening.
ITT 19.1	In addition to the original of the Tender, the number of copies is**: *1 (ONE) Copy***
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**: *Written Power of Attorney issued by the director if the signatory of the tender is not a director.***
	D. Submission and Opening of Tenders
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: Hand Delivered to **Afya House, 5th floor, Room 513 with a delivery Note in Duplicate.**
ITT 21.1	For **Tender submission purposes** only, the Procuring Entity's address is: Attention: Principal Secretary

ITT Reference	Particulars of Appendix To Instructions To Tenders
	Postal Address: P.O BOX 30016-00100 Nairobi Physical Address: Afya House, 1st Floor , Box labelled "Tender Box'' Electronic mail address: ***Not allowed*** **The deadline for Tender submission is:** Date:6th **March , 2023** Time: **10:00am** Tenderers ***"SHALL NOT"*** have the option of submitting their **TENDERS ELECTRONICALLY**.
ITT 24.1	The Tender opening shall take place at: Attention: Ministry of Health, Postal Address: P.O BOX 30016-00100 Nairobi Physical Address: GTZ Boardroom, Afya House Ground Floor Date: **6th March, 2023** Time: **10:00am Kenyan Time**
E. Evaluation and Comparison of Tenders	
ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: ***Kenya Shillings*** The source of exchange rate shall be: ***The Central Bank in Kenya.]*** The date for the exchange rate shall be*:* ***Tender opening date***
ITT 32.3	A margin of preference and/or reservation ***"shall not"*** apply
ITT 33.2 (d)	Additional evaluation factors are: **Refer to evaluation criteria**.
ITT 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]*** **(a)** Deviation in Delivery schedule: ***No.*** **(b)** Deviation in payment schedule: ***No*** **(c)** the cost of major replacement component, mandatory spare parts, and service: ***No*** **(d)** the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender ***No.*** **(e)** Life cycle costs: the costs during the life of the goods or equipment ***No.*** **(f)** the performance and productivity of the equipment offered; **No**
	F. Award of Contract
ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceeding 20 % and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance Security of **10%** of the successful tender in form of unconditional bank guarantee- shall be required from the successful supplier(s).
ITT 49.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: *DIRECTOR GENERAL*

ITT Reference	Particulars of Appendix To Instructions To Tenders
	PUBLIC PROCUREMENT REGULATORY AUTHORITY Email address*: info@ppra.go.ke; complaints@ppra.go.ke* In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

b) Value of single contract - Exchange rate prevailing on the date of the contract signature.

c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3.** Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.2 This section contains the criteria that the Procuring Entity Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

2.1 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

a) be substantially responsive to the tender documents;

b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and

c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

2.2 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

EVALUATION CRITERIA

Tenders will be evaluated in three (3) stages as follows:

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

STAGE 1: PRELIMINARY EVALUATION – Mandatory Requirements

S/NO	REQUIREMENTS	PASS/FAIL
1.	Duly filled, signed and stamped Form of Tender	
2.	Attach a copy of Certificate of Incorporation/Registration	
3.	Attach a Copy of a valid Tax Compliance Certificate	
4.	Attach a copy of CR12 not old than 6 months from the date of invitation to tender or CR13 for Partnership or Proprietor IDs for Sole Proprietors	
5.	Tenders should be valid for **210 days** from the date of tender opening.	
6.	A tender security of **2% of the tender price per lot** in the format provided and from a reputable bank regulated by Central Bank of Kenya or an insurance company approved by PPRA	
7.	Dully Filled, signed and stamped Price Schedule in the format provided.	
8.	Duly filled, signed and stamped FORM SD1 (Non-Debarment Form)	
9.	Duly filled, signed and stamped FORM SD2 (Anti-Corruption Form)	
10.	Duly filled, signed and stamped Confidential Business Questionnaire	
11.	Duly filled, signed and stamped certificate of Independent Tender Determination	
12.	Attach power of Attorney issued to the person who shall be the signatory of all documents and the contract **If** the signatory is not a director.	
13.	Duly filled, signed and stamped Delivery Schedule	
14.	Duly filled, signed and stamped Form CON-2 on litigation history	
15.	Dully filled signed dated and stamped Declaration and Commitment to the Code of Ethics	
16.	Tender Document Sequentially Serialized.	

The above requirements are mandatory and failure to meet any of them will lead to the tender being considered non-responsive and eliminated from further evaluation process.

221 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

STAGE 2: TECHNICAL EVALUATION

The following criteria will be used to determine bidder's responsiveness to the technical requirements;

Stage 2: Technical Evaluation

S/NO	REQUIREMENTS	PASS/FAIL
1.	Compliance with Technical Specifications	
2.	Evidence of successful past experience in supply and delivery of similar items as evidenced by signed copies of contract and Purchase Orders for the last Five years.	
3.	Manufacturer Letter of Authorization for equipment where the supplier is not the manufacturer. a) The tenderer shall provide a Manufacturer Authorization as stipulated in the tender documents for all products tendered for.	

	The Manufacturer Authorization shall specify the product offered in terms of name, model number and country of origin. b) Any alteration whatsoever on the Manufacturer Authorization will lead to automatic disqualification of the product.	
4.	Attach a detailed brochure highlighting all key components of the equipment. a) Tenderers are required to submit with their offer an original manufacturer's brochure for each product/item offered. Failure to submit an original manufacturer brochure will lead to disqualification of the product/item offered. b) For the purpose of this tender an original manufacturer brochure shall contain the following information; i) Name and physical address of the product manufacturer, including the phone number, fax number, e-mail address, website (URL) and country. ii) The product model name/number assigned by the manufacturer iii) Colour picture of the product which must be clear and reasonably sized. iv) Description of the product and its features v) Performance and technical specification of the product including any other technical data vi) Dimensions of the product c) A brochure shall not be considered an original manufacturer brochure if; i) It does not contain any of the requirements in section 1 (b) from (i) to (vi) ii) Contains superimposed images of the product iii) Is a photocopy or a scanned copy d) A soft copy shall be acceptable so long as it is in a manufacturer PDF format and meets all the requirements stipulated in section 1 (b) and 1(c)	

Bidders who do not meet any of the above Technical Evaluation Criteria will not proceed to the next stage of evaluation.

STAGE 3: FINANCIAL EVALUATION

This will involve comparison of prices for each tender to determine the lowest evaluated bid for the purpose of award.

222 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):

The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g. Performance securities, Payment and delivery schedules).

223 **Evaluation Criteria (Other Factors) (ITT 33.6)**

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 13.8, one or more of the following factors as specified in ITT 33.2(d) and in TDS ITT 33.6**,** using the following criteria and methodologies.

a) Delivery schedule.

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirements. No credit will be given to deliveries

before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of **…%**, will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the "Earliest Delivery Date" specified in Section V, Schedule of Requirements.

i. **Deviation in payment schedule**.

Tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall 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 and the reduced Tender price offered by the tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.

b) Cost of major replacement components, mandatory spare parts, and service.

Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered indicating for each item of spare part the recommended quantity and unit, and total CIP final destination prices required during the initial period of operation specified in the TDS 15.4. The prices offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare parts to the Tenderer that is successful for the supply of Goods, by selecting at its option, from the Tender's list of recommended spare parts, such items and quantities against each as the Procuring Entity may deem appropriate at the unit prices indicated by the Tenderer but not exceeding 10% (present) of the cost of Goods

c) **Availability in Kenya** of spare parts and after sales services for equipment offered in the Tender.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Tender price, for evaluation purposes only.

d) **Performance and productivity of the equipment**: ***[insert one of the followings]***

i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Tender below the norm of 100, using the methodology specified below.
[Insert the methodology and criteria if applicable e.g. The Following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; ii) Price of spare parts required for AAA years of operations, iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the tender documents; iv) Capitalized cost savings due to the equipment efficiency at the rate of XXX (specify currency and amount) for each YYY % (percent) above the minimum ZZZ % (percent) efficiency; v) Capitalized cost for the auxiliary power consumption at PPP (specify currency and amount) per KW for AAA years; and vi) Applicable discount rate of BBB%.]

or

ii) An adjustment to consider the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in ITT 33.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender with

respect to minimum required values, using the methodology specified below.

[Insert the methodology and criteria if applicable E.G. The evaluation and comparison of responsive tenders shall be based on the total life cycle cost for XXX years, per unit of output. The life cycle cost shall be the sum of the initial purchase price of the equipment and the cost of operation in electric energy for XXX years of operation at unit cost of AAA (specify currency and amount) per kwh, discounted to net present value at YYY percent.]

e) Specific additional criteria

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section VII-Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.]

3. MARGIN OF PREFERENCE

3.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.

3.2 The margin of preference will be applied in accordance with, and subject to, the following provisions:

a) Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.

b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:

i) **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and
(b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender Submission date;

ii) **Group B:** All other Tenders offering Goods manufactured in Kenya;

iii) **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.

c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.

d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in

preparing their Tender Forms and Price Schedules.

e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.

f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph I above."

4. Post-Qualification of Tenderers (ITT 37)

41 Post-Qualification Criteria (ITT 37.1)

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post- qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

42 If the Tenderer is a manufacturer

a) Financial Capability

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings **Thirty (30,000,000.00) Million** [or equivalent]. Provide Audited Accounts for the last three years.

ii) Minimum average annual supply turnover of Kenya Shillings **One Hundred Million (Kshs. 100,000,000)** *or* equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last **Five (5 No.) Years** In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

b) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words "Similar Goods" have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

[list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the tender document.] Samples of Experience Requirements:

i) The Tenderer shall be manufacturing similar Goods for the last Five (5No.) Years

ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least Three (3No) of contracts of similar Goods in the last Five (5 No) years each contract costing at least Kenya shillings Twenty Five Million equivalent and involving a supply of at least 70 % percentage of required quantity.

iii) (**Optional**) The installed capacity to manufacture_____number of items (*specify the relevant item number*) shall not be less than_____units per _____ (*specify week or month*).

c) (Optional) Documentary Evidence of Usage of Goods (When appropriate)

The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last _____years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

43 If Tenderer is a Supplier:

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings **Thirty (30,000,000.00) Million.**

ii) Minimum average annual supply turnover of Kenya Shillings **One Hundred Million (Kshs. 100,000,000)** or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last **Five (5 No.) Years**.

iii) Has satisfactorily and substantially completed at least Three (3 No.) contract(s) of a similar nature either within Kenya, the East African Community or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya shillings Twenty Five Million equivalent.

44 History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last **3 *years***. The required information shall be furnished as per form CON-2].

45 Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

4.6. **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **3 *years***. All parties to the contract shall furnish the information

on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV – TENDERING FORMS

Form of Tender

Tenderer Information Form

Tenderer JV Members Information Form

Price Schedule: Goods Manufactured Outside Kenya, to be Imported

Price Schedule: Goods Manufactured Outside Kenya, already imported

Price Schedule: Goods Manufactured in Kenya

Price and Completion Schedule – Related-- Services

Form of Tender Security – Demand Guarantee

Form of Tender Security (Tender Bond)

Form of Tender-Securing Declaration

Manufacturer's Authorization Form

FORM CON – 2-Historical Contract Non-Performance, Pending Litigation and Litigation History

FORM-EXP-1 –Experience form

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

ii) All italicized text is to help Tenderer in preparing this form.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.

Date of this Tender submission:.....*[insert date (as day, month and year) of Tender submission]* **Tender Name and Identification**:.....*[insert identification]*

Alternative No.:.....*[insert identification No if this is a Tender for an alternative]*

To: ..... *[Insert complete name of Procuring Entity]*

a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;

c) **Tender/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration. Or
Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;

d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];

e) **Tender Price**: The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];*

or

Option 2, in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

f) **Discounts**: The discounts offered and the methodology for their application are:

i) The discounts offered are: [*Specify in detail each discount offered*.]

ii) The exact method of calculations to determine the net price after application of discounts are shown below: [*Specify in detail the method that shall be used to apply the discounts*];

g) **Tender Validity Period**: Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

c) **Performance Security**: If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;

i) **One Tender per tenderer**: We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;

j) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution**: *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*

l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

m) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

n) **Procuring Entity Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

o) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

(p) **Code of Ethical Conduct**: We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from_____(*specify website*) during the procurement process and the execution of any resulting contract.

(q) **Collusive practices**: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.

(r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.

c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **"Appendix 1- Fraud and Corruption**" attached to the Form of Tender.

Name of the tenderer: *[*insert complete name of the tenderer*]

Name of the person duly authorized to sign the Tender on behalf of the tenderer: **[*insert complete name of person duly authorized to sign the Tender*]

Title of the person signing the Tender: [*insert complete title of the person signing the Tender*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*] **Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]

*****: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

**: Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the_____ *[Name of Procuring Entity]* for: *[Name and number of tender]* in response to the request for tenders made by: *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a Tender in response to this request for tenders;

   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:

   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;

   b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;

   b) methods, factors or formulas used to calculate prices;

   c) the intention or decision to submit, or not to submit, a tender; or

   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

_____

Title

Date

---

*[Name, title and signature of authorized agent of Tenderer and Date]*SELF-DECLARATION FORMS

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 of ..... in 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 herein above 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.O. Box.....being a resident of..... in 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) f*or..... *(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 herein above is true to the best of my knowledge information and belief.

……	……...…	……
(Title)	(Signature)	(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (Person) on behalf of (***Name of the Business/ Company/Firm***).....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign…….....

Position.....

Office address……. Telephone…….....…….

E-mail…….....……

Name of the Firm/Company…….....……

Date…….....……

(Company Seal/ Rubber Stamp where applicable)

Witness

Name …….....…….

Sign…….....……

Date…….....……

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act *(no. 33 of 2015)* and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

3) Without limiting the generality of the subsection (1) and (2), the person shall be—
   a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
   b) if a contract has already been entered into with the person, the contract shall be voidable;

4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
   a) shall not take part in the procurement proceedings;
   b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
   c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

- deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution,

and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

---

[1] *For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: …… *[insert date (as day, month and year) of Tender submission*]

Tender Name and Identification:..... [*Insert identification*

Alternative No.: ..... *[insert identification No if this is a Tender for an alternative]*

Page_____of_____pages

1. Tenderer's Name *[insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. ☐Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: d) Legal and financial autonomy (ii) Operation under commercial law e) Establishing that the tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

A. Tenderer's details

	ITEM	**DESCRIPTION**
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full_____

Age_____ Nationality_____

Country of Origin_____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	**Nationality**	**Citizenship**	**% Shares owned**
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent) ……
Issued Kenya Shillings (Equivalent) ……

iii) Give details of Directors as follows.

	Names of Director	**Nationality**	**Citizenship**	**% Shares owned**
1				
2				
3				

(e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

(i) Are there any person/persons in …… (*Name of Procuring Entity)* who has an interest or relationship in this firm? Yes/No……

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

(ii) Conflict of interest disclosure

	Type of Conflict	**Disclosure YES OR NO**	**If YES provide details of the relationship with Tenderer**
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name_____

Title or Designation_____

(Signature) *(Date)*

TENDERER'S JV MEMBERS INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture]].

Date:.....*[insert date (as day, month and year) of Tender submission]*.

Tender Name and Identification:.....*[insert identification* Alternative No.:.....*[insert identification No if this is a Tender for an alternative]*.

Page_____of_____pages

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name: *[insert JV's Member legal name]*
3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Tenderer's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
g) Tenderer's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
h) Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6. i) Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

*[The tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside Kenya, to be Imported

(Group C Tenders, goods to be imported)
Currencies in accordance with ITT 15

Date: _____
ITT No: _____

Alternative No: _____
Page N° _____ of _____

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP *(East Africa Kidney Institute (Eaki) Complex, At Kenyatta National Hospital Grounds]* in accordance with ITT 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination specified in TDS	Total Price per Line item (Col. 7+8)
							Total Price	

Name of tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* Date *[Insert Date]*

Price Schedule: Goods Manufactured outside Kenya, already Imported

(Group C Tenders, goods to be imported)
Currencies in accordance with ITT 15

Date: _____
ITT No: _____

Alternative No: _____
Page N° _____ of _____

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP (*East Africa Kidney Institute (Eaki) Complex, At Kenyatta National Hospital Grounds)*.in accordance with ITT 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination specified in TDS	Total Price per Line item (Col. 7+8)
							Total Price	

Name of tenderer [*insert complete name of tenderer*] Signature of tenderer [*signature of person signing the Tender*] Date [*insert date*]

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Entity. For clarity, the tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured in Kenya

Kenya	(Group A and B Tenders) Currencies in accordance with ITT 15	Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____

1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in Kenya to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in Kenya % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.8(a)(ii)	Total Price per line item (Col. 6+7)
								Total Price	

Name of tenderer [*insert complete name of tenderer*] Signature of tenderer [*signature of person signing the Tender*] Date [*insert date*]

Price and Completion Schedule – Related Services Lot

Currencies in accordance with ITT 15					Date: _____ ITT No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1.						
				Total Tender Price		

Name of tenderer [*insert complete name of tenderer*] Signature of tenderer [*signature of person signing the Tender*] Date [*insert date*]

FORM OF TENDER SECURITY- [Option 1–Demand Bank Guarantee]

Beneficiary:_____ Request for 1Tenders
No:_____Date:_____ TENDER
GUARANTEE No.:_____
Guarantor: _____

1. We have been informed that_____(herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called" the Tender") for the execution of_____ under Request for Tenders No._____("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

    j) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

Name of tenderer *[insert complete name of tenderer]* Signature of tenderer *[signature of person signing the Tender]* Date *[I*

    k) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____
[signature(s)]

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas …… [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated …… [*Date of submission of tender]* for the …… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of_____under Request for Tenders No._____("the ITT").

2. KNOW ALL PEOPLE by these presents that WE …… of …… [**Name of Insurance Company**] having our registered office at …… (hereinafter called "the Guarantor"), are bound unto …….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of …… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

Then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____	_____
[Date]	*[Signature of the Guarantor]*
_____	_____
[Witness]	*[Seal]*

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF TENDER-SECURING DECLARATION

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

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:..... *[Insert number of tendering process]*

To:.....*[insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of .....*[insert number of months or years]* starting on .....*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:

   a) our receipt of a copy of your notification of the name of the successful Tenderer; or

   b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:……..……..
.....

Capacity / title (director or partner or sole proprietor, etc.) ……..…… ….....

Name:
…….....
..

Duly authorized to sign the bid for and on behalf of: .....*[insert complete name of Tenderer]*. Dated on ..... day of.....

[Insert date of signing].

Seal or stamp.

MANUFACTURER'S AUTHORIZATION FORM

[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the ***TDS.****]*

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of ITT process]*

Alternative No.:.....*[insert identification No if this is a Tender for an alternative]*

To: ..... *[Insert complete name of Procuring Entity]* WHEREAS

We..... *[insert complete name of Manufacturer]*, who are official manufacturers of.....*[insert type of goods manufactured]*, having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us..... *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:..... *[Insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....*[Insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title:..... *[Insert title]*

Dated on_____day of_____,_____*[insert date of signing]*

FORM CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 4.4. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 4.4			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 4.5. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 4.5 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)**
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 4.6 ☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 4.6 as indicated below.			
Year	**Outcome as**	**Contract Identification**	**Total Contract**

of award	percentage of Net Worth		Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Entity" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

FORM –EXP_1

Experience—Form Exp-1

Bidder's Legal Name: _____
Manufacturer's Legal name: _____ Date: _____
JV 's Legal Name: _____ ONT No.: _____
Page _____ of _____ pages

If Bidder is JV specify only those contracts that were performed by the same JV
Complete all information requested below that are required to assess Bidder's qualifications as per post qualification criteria specified under Section III
To be completed by Bidder, Bidder and Manufacturer if Bidder is not the Manufacturer, and by JV if JV is the Bidder

Similar Contract Number: ___ of ___ required.	Information
Contract Identification	_____
Award date Completion date	_____
Role in Contract	
Total contract amount	_____ US$_____
Purchaser's Name:	_____
Address: Telephone/fax number: E-mail:	_____
Description of Goods	
Quantity of Goods supplied under this contract	
Quantity of Goods supplied under all other contracts since the date indicated in Section III-Provide similar separate details as for this contract for all such other contracts	
Form Exp-1 continued	

Similar Contract Number: ___ of ___ required.	Information
First date of manufacturing similar goods as offered in the bid	
Period of Successful use/operation – Number of Years	
Installed manufacturing capacity— Number of units per month of item (s) specified in section III	
Demonstrated proven capacity to supply since the date and for Item (s) specified in Section III	

PART 2: SUPPLY REQUIREMENTS

Section V – Schedule of Requirements

Lot I : List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination as specified in TDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	**Latest Delivery Date**	**Tenderer's offered Delivery date [*to be provided by the tenderer*]**
LOT 1: OUTPATIENT SERVICES and BIOMEDICAL ENGINEERING EQUIPMENT							
1.	Examination couch	8	8	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
2.	Defibrillator	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
3.	Patient monitor	2	2	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
4.	Emergency Trolley	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
5.	Diagnostic set (Wall mounted)	6	6	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
6.	Blood pressure Machine (Wall Mounted)	6	6	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
7.	Electrical suction machines	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	

8.	Wall mounted Examination lights	6	6	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
9.	Oxygen flow meters	6	6	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
10.	Wall suction units	3	3	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
11.	X-ray viewer	3	3	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
12.	Bladder Scanner	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
13.	Procedure trolley	2	2	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
14.	Vital signs monitor	2	2	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
15.	Weighing Scale	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
16.	Thermometer	2	2	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
17.	Electronics Toolbox (Tool kits)	10	10	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
18.	Variable output isolation transformer	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
19.	Vital Signs/Patient Monitor Analyzer (Patient Simulator)	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	

20.	Defibrillator Analyzer	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
21.	Electrical Safety Analyzer	2	2	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
22.	Electrosurgical Analyzer	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
23.	Gas Flow Analyzer	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
24.	Infusion and Syringe Pump Analyzer	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
25.	Oscilloscope	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
26.	Oxygen Analyzer	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
27.	Radiation Analyzer	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
28.	Ultrasound Wattmeter	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
LOT 2: (CENTRAL STERILIZATION SUPPLIES DEPARTMENT(CSSD) EQUIPMENT							
29.	Autoclave	2	2	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
30.	Washer Disinfection	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
31.	Ultrasonic washer unit	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	

32.	Dissembling and sorting Table	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
33.	Water Jet SYSTEM	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
34.	Working table (stainless steel)	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
35.	Packaging and sorting Table	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
36.	Cart/ Cabinet for storage and execrating sets	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
37.	Package sealing machine	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
38.	Pressure steam gun/ Water for cart washing	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	
39.	Carrying Carts and shelves (stainless steel) for storage.	1	1	*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	Three (3No.) Weeks	Six (6No.) Weeks	

Lot I : List of Related Services and Completion Schedule:

Service	**Description of Service**	**Quantity**	**Physical Unit**	**Place where Services shall be performed**	**Final Completion Date(s) of Services**
1.	Installation, Testing, Commissioning and training on the installed Equipment.			*EAST AFRICA KIDNEY INSTITUTE (EAKI) COMPLEX, AT KENYATTA NATIONAL HOSPITAL GROUNDS.*	

1. Technical Specifications

LOT 1 OUTPATIENT EQUIPMENT

S/No.	LOT NO.	EXPECTED EQUIPMENT	QTY	Estimated Units Price	Estimated Total Price
		CONSULTING ROOMS			
1.	1-1	Examination couch	6		
2.	1-2	Defibrillator	1		
3.	1-3	Patient Monitor	2		
4.	1-4	Emergency Trolley	1		
5.	1-5	Diagnostic set (Wall mounted)	6		
6.	1-6	Blood pressure Machine (Wall Mounted)	6		
7.	1-7	Electrical suction machines	1		
8.	1-8	Wall mounted Examination lights	6		
9.	1-9	Oxygen Flow Meters	6		
10.	1-10	Wall suction units	3		
11.	1-11	X-ray viewer	3		
12.	1-12	Bladder Scanner	1		
	DRESSING AND TREATMENT ROOM				
13.	1-13	Procedure trolley	2		
14.	1-14	Examination couch	2		
	TRIAGE (4No.)				
15.	1-15	Vital signs monitor	2		
16.	1-16	Weighing Scale	1		
17.	1-17	Thermometer (Electronic Ear Thermometer)	2		

LOT 1 Outpatient Equipment

LOT 1-1 Examination couch

Item Code No.	Department	Section	Item Description
LOT 4-1	Outpatient	Consulting Room	Examination Couch
1. General Description			
Examination Couch Stainless Steel with Mattress			
2. Composition			
1.1. Main unit			
3. Description of the medical supply unit design type			
3.1 Constructed from round polished SS Pipes 3.2 Fully adjustable headrest. Top of Polished SS Sheet. 3.3 Top is upholstered and covered with washable plastic material 3.4 Legs fitted with thick high-quality nylon gromets. 3.5 5 cm 50PU density foam cushioned top covered with leathered Rexene of 2mm thickness 3.6 Top dimensions – L = 72inch X W= 24inch H= 32 inches 3.7 All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and polished finished 3.8 Box with three drawers and three cabinets. 3.9 Should have sliding footstep. 3.10 The head section should be raised with mechanical pneumatic			

LOT 1-2 Defibrillator

Item Code No.	Department	Section	Item Description
LOT 1-2	Outpatient	Consulting Room	Defibrillator
1. General Description			
Defibrillator suitable for cardiac care complete with ECG monitoring, SPO_2 monitoring and NIBP			
2. Composition			
2.1. Main unit			
3. Performance Specifications			
3.1. Main Unit 3.1.1. The defibrillator should have biphasic technology having energy selection of maximum 200 joules. 3.1.2. The machine should have facility for ECG monitoring, defibrillation, external pacing & recorder. 3.1.3. Machine should have more than 8" TFT Screen. 3.1.4. Machine must be with sweep rate 25mm/sec, 50mm/sec. 3.1.5. Machine should have 24-hour trend storage facility. 3.1.6. Should have 5 leads and capable of monitoring 12 lead configuration ECG through ECG Cables, electrodes & paddles. 3.1.7. The machine should have defibrillation facility for adult & pediatric patients. 3.1.8. The machine should have ECG waveform display on bright screen along with other vital numeric information. 3.1.9. The machine should be compact, portable with built in rechargeable battery & light weight.			

Item Code No.	Department	Section	Item Description
LOT 1-2	Outpatient	Consulting Room	Defibrillator

3.1.10. The machine should have inbuilt auto & manual recorder for printing ECG trace & stored information.
3.1.11. The machine should have user selectable alarm setting.
3.1.12. The machine should work on mains (without battery) and on battery as well.
3.1.13. The machine should have AED feature as inbuilt with manual override for manual operations.
3.1.14. Machine must be with carry bag & Accessory bag.
3.1.15. The machine must be supplied with all the essential accessories in 2 set & moveable trolley.
3.1.16. The Defibrillator should have an ECG display and a three lead ECG cable.
3.1.17. The Defibrillator should have SPO2 and must have Non Invasive Pacing.

LOT 1-3 Patient Monitor

Item Code No.	Department	Section	Item Description
LOT 1-3	Outpatient	Consulting Room	Patient Monitor

1. General Description

Portable Bedside monitor suitable for use in ICU. Should be capable of continuous measuring/ monitoring of the following parameters in adults, neonatal and pediatric.

- SpO_2
- Temperature
- Blood pressure
- ECG
- Respiration
- CO_2
- Pulse Rate

2. Composition

2.1.	Main unit

3. Performance Specifications

3.1. Main Unit

Portable Bed side monitors	
Type	Roll stand Mounted type, complete with internal rechargeable battery
Application	Can be used as a both bedside monitor and a transport monitor
Parameter & waveforms	SpO2, Pulse rate, ECG, NIBP, IBP, Respiration, CO2 and temperature
SpO_2, with reusable sensor	0 - 100% ± 3%
Pulse Rate	30-300 bpm ± 1%
Temperature	$0\text{-}50^0C$ ± 0.1%
NIBP	Mean 10- 300mmHg ± 5 mmHg
IBP X2	Mean 00 – 300mm Hg ± 1 mmHg
ECG	5 lead, standard configuration
CO_2	0 to 99 mmHg ± 4 mmHg
Display	Minimum 12.0 inches color touch screen/scroll type
	6 to 8 waveforms with large font
Networking	Wireless and wired connection to the central work station

Item Code No.	Department	Section	Item Description
LOT 1-3	Outpatient	Consulting Room	Patient Monitor

Storage	Capable of storing patient data and transferring to the central workstation for viewing or printing.
Audio and visual alarm Printer	For all parameter. Inbuilt Thermal Printer
Alarm setting limits	Adjustable by user
Low battery indicator	Audio and visual alarm
Power Requirement	Rechargeable internal battery, that can last at least 3 hours when fully charged
Wireless networking	Latest technology.

4.	Accessories	The following accessories will be provided as startup kits.
4.1.	ECG connection lead and reusable electrodes	2 Set
4.2.	SpO_2 connection cable and sensor (finger probe), reusable	2 Sets
4.3.	Adult cuff	3 Sets
4.4.	Peadiatric cuff	2 Sets
	Temperature connection cable and probe (reusable)	2 Sets
4.5.	Recording paper	20 Boxes
5.	Quality standards	
5.1.	Manufacturing standards	IEC 60601-1, ISO 9001, ISO 13485
5.2.	Conformity to standards	Directive 2004 / 108 / EC, CE and FDA marked
6.	Local back up service	
6.1.	Available	Should be available locally
6.2.	Capacity to service equipment	Agent shall have adequate facilities, spare parts, consumables and qualified and skilled technical staff
7.	Delivery point	
7.1.	See Schedule	For inspection and testing
7.2.	Nil	
8.	Pre installation requirements	
	Nil	
9.	Installation and testing	
	Complete installation and setup of the machine as per manufacturer's instructions	
10.	Training	
10.1.	User Training	On site user training on operation and daily up keep
10.2.	Maintenance training	Onsite maintenance training on preventive maintenance
11.	Technical documentations	

Item Code No.	Department	Section	Item Description		
LOT 1-3	Outpatient	Consulting Room	Patient Monitor		
11.1.	User manuals	2 Sets			
11.2.	Service Manual	1 Set			
11.3.	Drawings	Nil			
12.	Commissioning				
12.1.	Testing and commissioning of the machine to the satisfaction of the user.				
13.	Warranty				
13.1.	Equipment	Minimum of one year after commissioning on all parts.			
13.2.	Equipment System	Nil			

LOT 1-4 Emergency Trolley

Item Code No.	Department	Section	Item Description
LOT 1-4	Outpatient	Consulting Room	Emergency Trolley

1. General Description

Resuscitation trolley for use in ICU. Epoxy coated mild steel, with drawers, protection perimeter and defibrillator holder. The Unit should be mobile on four castors, 2 lockable

2. Composition

2.1.	Main unit,		

3. Performance Specifications

3.1. Main Unit

- 3.1.1. Should be durable with Ergonomic handle and should have easy grip
- 3.1.2. Height should be 40-45”
- 3.1.3. Should have 6-8 drawers of sizes 3x3”,2x6”,1x9”
- 3.1.4. Should have interchangeable 3”,6”,9” drawers which run smoothly on good quality channels
- 3.1.5. Should have provision of side storage which allows storage of variety accessories like can, storage bins, glove storage, sharp container set
- 3.1.6. An over bridge can with baskets, shelves and bins to keep important things
- 3.1.7. Should have AMS top surface & advance polymer material which is easy to clean. It should not dent, chip flake or corrode
- 3.1.8. Should be easily rolling and has toe brakes
- 3.1.9. Should have I.V. pole with clamps ach 3” drawer should have provision for 25-30 compartments
- 3.1.10. Should have twin swivel castors & central lock
- 3.1.11. Should be CE and ISO 9001/2000 and FDA approved
- 3.1.12. Should have CPR board & O2 cylinder holder

LOT 1-5 Diagnostic set (Wall mounted)

Item Code No.	Department	Section	Item Description
LOT 1-5	Outpatient	Consulting Room	Diagnostic set (Wall mounted)

1. General Description

Diagnostic Set Wall Mounted

2. Composition

2.1.	Main unit				

3. Description of the medical supply unit design type

3.1. 3.5-volt Ophthalmoscope and otoscope set suitable for Wall-mounting with locking collars and locking device. Must include light intensity rheostat in the handle and automatic on/ off cradle switches. All screws, wall plugs etc. necessary for mounting the unit on the wall must be included.

i. Ophthalmoscope, mirror type with 3.5 volt Halogen/LED lamp, sliding focusing device from -25 to +40 diopters and five apertures including a slit, pinhole, large hole fixation or white line grid and red-free filter.
ii. Otoscope, fibre-optic with 3.5 volt Halogen/LED lamp 2mm, 3mm, 4mm and 5mm polypropylene flanged specula.
iii. Two spare lamps for ophthalmoscope and two spare lamps for the otoscope.
iv. Wall mounting facility with locking collars, mains operated and +-3m spiral cord with sealed 3pin plug.
v. Locking device to secure Ophthalmoscope and otoscope heads to handles

Specula for item No. ii and spare lamps must be freely available.

LOT 1-6 Blood pressure Machine (Wall Mounted)

Item Code No.	Department	Section	Item Description
LOT 1-6	Outpatient	Consulting Room	Blood pressure Machine (Wall Mounted)

1. General Description

Sphygmomanometer - Aneroid Type

2. Composition

2.1.	Main unit				

3. Description of the medical supply unit design type

3.1. Should be aneroid type,
3.2. Should have ISI mark.
3.3. Should have a measuring range from 0 to 300 mmHg,
3.4. Should be provided with adult arm cuffs of size medium & large and paediatric cuff.
3.5. The dial mano meter markings and graduations should be permanent and clearly visible and filled with pigments, with diameter of minimum diameter of 160 mm.
3.6. Body & Bezel – Aluminum die casted (Powder coated), screw type bezel
3.7. Sensing-corrugated phosphorous bronze twin capsule bellows.
3.8. Movement mechanism – Brass
3.9. Connection: brass, nickel plated for 3-4 mm rubber hose.
3.10. Dial – Aluminum
3.11. Pointer – White coated, thin & sharp made of phosphorous Bronze
3.12. Window lenses – Clear plastic.

Item Code No.	Department	Section	Item Description
LOT 1-6	Outpatient	Consulting Room	Blood pressure Machine (Wall Mounted)

3.13. All plastic parts, if any used should not crack, flake, peel or disintegrate in normal use.
3.14. The inflating rubber bag should be capable of withstanding an internal pressure of 450 mmHg without leaking.
3.15. The inflating bulb should be soft and should not have any joints or ridges.
3.16. The fastening arrangements of the cuff should be of hook and loop type (Velcro)
3.17. The threading and fastening arrangement of the cuff should show no sign of slip or failure when subjected to the maximum test conditions.
3.18. The rubber tubes used should have an internal diameter of 3 ± 0.5mm and the external diameter should not be less than 8mm.
3.19. The tubes should be fitted with male and female leur connectors.
3.20. Should provide a carry bag to keep the whole system safe and sound. All parts should be replaceable in case of breakage.

LOT 1-7 Electrical Suction Machines

Item Code No.	Department	Section	Item Description
LOT 1-7	Outpatient	Consulting Room	Electrical Suction Machines
1. General Description			
Suction machine suitable for use in theatre, for both adult and pediatric use. Should be constructed from coated non-corrosive, extreme heat resistance material and electrically insulated and mobile on antistatic castors φ 60 mm, 2 No. lockable, with high level push handle.			
2. Composition			
2.1.	Main unit		
3. Performance Specifications			
3.1.	Main Unit		
3.1.1.	High flow rate	40 litres per minute.	
3.1.2.	Suction vacuum	Maximum 700mmHg	
3.1.3.	Suction pump	oil free	
3.1.4.	Jars	2 X 2 liter polycarbonate autoclavable and unbreakable complete with overflow devices and valves.	
3.1.5.	Vacuum gauge	Graduated in mmHg and kPa.	
3.1.6.	Vacuum control	Adjustable at the front panel	
3.1.7.	Switch	Main on front panel and foot switch (water proof type)	
3.1.8.	Cable towage	On back with reversible cleats	
3.1.9.	Anti-bacterial filters	Available preferable autoclavable	
3.1.10.	Suction tubing connection	Antistatic neoprene or silicone	
3.1.11.	Safety	Overflow pump protection	

Item Code No.	Department	Section	Item Description
LOT 1-7	Outpatient	Consulting Room	Electrical Suction Machines
3.1.12.	Handle	High level push handle type	
3.1.13.	Movements	Mobile on four antistatic castors 2 No. lockable.	
4.	Physical characteristics		
4.1.	Main unit	Mobile on castors with push handle	
5.	Operating environment		
5.1.	Power Requirements	240V, A/c 50 Hz, Single phase, 3 Pin Plug BS standard, 3m long cord with PE	
5.2.	Ambient temperature	10^{o} C to 40^{o} C	
5.3.	Relative humidity	20% to 90%	
6.	Accessories	The following accessories will be provided as startup kits.	
6.1.	Sterilizable, silicone tubing	5 Set	
6.2.	Bacterial filters	1 Box	
6.3.	Foot switch	1 No.	
6.4.	Cannula with handle for general purpose	4 Sets	
7.	Quality standards		
7.1.	Manufacturing standards	EN 10079-1, IEC 60601-1, ISO 9001, ISO 13485	
	Conformity to standards	CE and FDA marked	
8.	Local back up service		
8.1.	Available	Should be available locally	
8.2.	Capacity to service equipment	Agent shall have adequate facilities, spare parts, and qualified and skilled technical staff	
9.	Delivery point		
9.1.	See Schedule	For inspection and testing	
9.2.	Nil		
10.	Pre installation requirements		
	Nil		
11.	Installation and testing		
	Complete installation and setup of the machine as per manufacturer's instructions		
12.	Training		
12.1.	User Training	On site user training on operation and daily up keep	
12.2.	Maintenance training	Onsite maintenance training on preventive maintenance	

Item Code No.	Department	Section	Item Description		
LOT 1-7	Outpatient	Consulting Room	Electrical Suction Machines		
13.	Technical documentations				
13.1.	User manuals	2 Sets			
13.2.	Service Manual	1 Set			
13.3.	Drawings	Nil			
14.	Commissioning				
14.1.	Testing and commissioning of the machine to the satisfaction of the user.				
15.	Warranty				
15.1.	Equipment	Minimum of one year after commissioning on all parts.			
15.2.	Equipment System	Nil			

LOT 1-8 Wall Mounted Examination Lights

Item Code No.	Department	Section	Item Description
LOT 1-8	Outpatient	Consulting Room	Wall Mounted Examination Lights

1. General Description

The LED technology should be of highly engineered optical system which delivers the precisely controlled natural white light that is so important for an accurate examination.

2. Composition

2.1.	Main unit

3. Description of the medical supply unit design type

Should have mobile Floor Stand
SLSE50-CM or Wall/Ceiling Mount

STANDARD DESIGN FEATURES

3.1. High-intensity of 39,000 lux (3623 fc) at 24” (61 cm)
3.2. 4000 K color temperature
3.3. CRI (Color Rendering Index) of 92
3.4. Natural white light
3.5. LED light module with at least 40,000-hour life
3.6. Universal input voltage
3.7. Drift-free K-arm with 42” (107 cm) arm range
3.8. IEC 60601-1/ 60601-2-41 certified
3.9. Should have European CE or USA certificate
3.10. Should be supplied with European or USA country of origin certificate.

LOT 1-9 Oxygen Flow Meters

Item Code No.	Department	Section	Item Description
LOT 1-9	Outpatient	Consulting Room	Oxygen Flow meters

1. General Description

Oxygen Flow meter with Humidifier:

2. Composition

2.1. Main unit

3. Description of the medical supply unit design type

3.1. Should be duly USFDA or CE marked by the European notified body
3.2. The Flowmeter should be fitted with BS standard Medical Oxygen Probe.
3.3. Back Pressure Compensated flow meter will be of accurate gas flow measurement with control within a range of 0 to 15 Lpm.
3.4. It should meet strict precision and durability standard.
3.5. The flow meter body should be made of brass chrome plated materials.
3.6. The flow tube and shroud components should be made of clear, impact resistant polycarbonate.
3.7. Flow Tube should have large and expanded 0 – 5 lpm range for improved readability at low flows.
3.8. Inlet filter of stainless-steel wire mesh to prevent entry of foreign particles.
3.9. The humidifier bottle should be made of unbreakable & Reusable of polycarbonate material and autoclavable at 134 degree centigrade.

LOT 1-10 Wall Suction Units

Item Code No.	Department	Section	Item Description
LOT 1-10	Outpatient	Consulting Room	Wall Suction Unit

1. General Description

Ward Wall Vacuum Units:

2. Composition

2.1.	Main unit				

3. Description of the medical supply unit design type

3.1. Should be duly USFDA or CE marked by the European notified body
3.2. Vacuum Unit should be wall mounted and should consists of Suction Controller/ Regulator & Collection bottle of 1000ml. with mounting arrangement.
3.3. The Vacuum unit should be fitted with BS standard Vacuum probe.
3.4. The vacuum regulator should be step-less adjustable and have large vacuum gauge providing indication of the suction supplied by the regulator.
3.5. Safety trap should be provided inside the jar to safeguard the regulator from overflowing.
3.6. The unit should be consisting of reusable 1000ml. shatter resistant bottle, each made up of poly carbonate material and fully autoclavable at 1340C.

LOT 1-11 X-Ray Viewer

Item Code No.	Department	Section	Item Description
LOT 1-11	Outpatient	Consulting Room	X-ray Viewer
1. General Description			
X-RAY-VIEW BOX (LED Light)			
2. Composition			
2.1.	Main unit		
3. Description of the medical supply unit design type			

A) Product & Manufacturer Quality Standards:

3.1. Should be FDA/ CE approved product.

3.2. Manufacturer and Supplier should have ISO 13485 certification for quality standards.

B) TECHNICAL CHARACTERISTICS

3.3. Should be ultra-thin X ray film illuminator using LED light

3.4. It should have a thickness of 30 mm

3.5. It should be suitable for viewing 14''x17' film.

3.6. Should have position to insert 8 films in 2 rows.

3.7. The LED light must have a life span of more than 50,000 hours.

3.8. It should have easy insertion & removal of the film.

3.9. It should have homogeneous illumination more than 95% and maximum intensity of over 10,000 lux.

3.10. It should have an on-off switch along with digital feather touch dimmer and a button to set the intensity

3.11. It should have fully electronic continuous brightness control, with adjustment range of approximately 90%.

3.12. It should be directly connected to power supply without any external adapters.

3.13. It should have flicker free high frequency light for reduction of eye strain.

3.14. It should have external fuses for protection against power surge.

3.15. 10 step Digital dimmer facility with step up/step down intensity of 500 lux or less.

3.16. Should have automatic film sensor

3.17. Should have facility to switch on only the section where the film needs to be viewed.

C) Power supply:

3.18. 240V, AC, 50Hz. Single phase

LOT 1-12 Bladder Scanner

Item Code No.	Department	Section	Item Description
LOT 13-1	Out Patient	Special Clinic	Bladder Scanner
1. General Description			

S. No	Specifications
1.1.	**The 3D Bladder Ultrasound Scanner should have following specification:-**
1.1.1.	1. Should be able to scan whole bladder to measure urinary bladder volume quickly, safely, automatically and non-invasively. 2. Should be able to use on male, female and paediatric patients in real time.

Item Code No.	Department	Section	Item Description
LOT 13-1	Out Patient	Special Clinic	Bladder Scanner
	3. Ultrasound Instrument should be based on 3D technology. 4. Should perform Post-Void Residual volume scanning with scanning depth greater than or equal to 140m, rotating angle is 180 degrees. 5. It should be user friendly and have inbuilt LCD Touch screen Monitor design for easy operation with displaying readable font and Real-Time 3D High Resolution Ultrasound Images. 6. Should not require any ultra-sonographers to conduct the test. 7. Should have 3D sector probe scanning. 8. Should be supplied with Built in rechargeable battery Lithium battery. 9. Should have in Built calibration. 10. Should be supplied with Built in thermal printer. 11. Should have internal patient data storage facility of 100 scans. 12. Should be light weight & should not weigh more than 3kg. 13. Should have a 2-3 Mhz abdominal probe. 14. Should have an internal memory for at least 100 scans, including all scanned pictures. 15. Volume measure range: 0ml-999ml. 16. Volume measurement accuracy: +- 10%, +- 20ml (on tissue equivalent phantom) 17. Scan time : around 5 seconds. 18. Battery backup life: 3-4hours. 19. Should have USB port & Bluetooth connectivity for data transfer to PC wirelessly. 20. Should be US FDA approved or European CE certified or the relevant IEC Certification. 21. Should be supplied with at least 2 years warranty and CMC provision of at least 5 years post warranty. 22. The Bidder should quote latest available model available from OEM in the market. 23. Any upgradation of software within warranty period of equipment will be done free of cost by bidder. 24. 95% uptime of the machine. Facility for good after sale & service with trained engineers posted to be guaranteed at site. In case the down time exceeds 5% in a calendar year, the comprehensive warranty will be extended beyond 5 years for double the number of days for which the unit is non-functioning. Similar clause will apply each year of CMC. 25. The User and technical training to be provided to the hospital personnel 26. The relevant technical and User manuals to be provided both in soft and hard copies.		

LOT 1-13 Procedure Trolley – *Dressing and Treatment Room*

Item Code No.	Department	Section	Item Description
LOT 1-13	Outpatient	Consulting Room	Procedure Trolley
1. General Description			
Procedure/Dressing Trolley			
2. Composition			
2.1. Main unit			
3. Description of the medical supply unit design type			
3.1. Overall approx. Size: 780mmL x 500mmW x 900mmH 3.2. Approximate shelf dimension 750mmL x 500mmW. 3.3. Tubular CRC frame mounted on four castors of minimum 100mm dia and should be pre-treated and epoxy coated finish. 3.4. Two S.S. of 304 grade shelves with protective railings on three sides. 3.5. Should have provision for holding bowel and bucket. 3.6. Warranty: 2year			

LOT 1-14 Examination Couch - *Dressing and Treatment Room*

Item Code No.	Department	Section	Item Description
LOT 1-14	Outpatient	Consulting Room	Examination Couch
1. General Description			
Examination Couch Stainless Steel with Mattress			
2. Composition			
1.2. Main unit			
3. Description of the medical supply unit design type			
3.11 Constructed from round polished SS Pipes 3.12 Fully adjustable headrest. Top of Polished SS Sheet. 3.13 Top is upholstered and covered with washable plastic material 3.14 Legs fitted with thick high-quality nylon gromets. 3.15 5 cm 50PU density foam cushioned top covered with leathered Rexene of 2mm thickness 3.16 Top dimensions – L = 72inch X W= 24inch H= 32 inches 3.17 All the Stainless Steel should be seamless conforming to 304 grade/ 16 gauge and polished finished 3.18 Box with three drawers and three cabinets. 3.19 Should have sliding footstep. 3.20 The head section should be raised with mechanical pneumatic			

LOT 1-15 Vital Signs Monitor

Item Code No.	Department	Section	Item Description
LOT 1-15	Outpatient	Triage	Vital Signs Monitor
1. General Description			
Vital signs Monitor suitable for use in operating theaters. Should be capable of continuous measuring/ monitoring of the following parameters in adults, neonatal and pediatric. • SpO_2 • Temperature • Blood pressure • Pulse Rate			
2. Composition			
2.1.	Main unit		
3. Performance Specifications			
3.1.	Main Unit		
3.1.1.	The unit should be a model or type on current production capable of measuring/monitoring the following parameters		
3.1.2.	SpO_2, with reusable sensor	0 - 100% ± 3%	
3.1.3.	Pulse Rate	30-300 bpm ± 1%	
3.1.4.	Temperature	$0\text{-}50^0C$ ± 0.1%	
3.1.5.	NIBP	Mean 10- 300mmHg ± 5 mmHg	
3.1.6.	IBP	Mean 50 – 300mm Hg ± 1 mmHg	
3.2.	Display	At least 12 inches color touch screen type/rotary knob	
3.2.1.		6 to 8 waveforms mode with large font	
3.3.	Printer	Inbuilt, thermal array or equivalent	
3.3.1.		Two speed, selectable	
3.3.2.		Port for external printer	
3.4.	Networking	Port for networking with Ethernet or equivalent Or Serial Port RS 232	
3.5.	Input		
3.6.	Storage	Capable of storing patient data	
4.	Safety requirements		
4.1.	Audio and visual alarm	For all parameter.	
4.2.	Alarm setting limits	Adjustable by user	
4.3.	Low battery indicator	Audio and visual alarm	
4.4.	Internal battery	Provided, rechargeable, can operate for at least 3 hours	
5.	Physical characteristics		
5.1.	Main unit		

Item Code No.	Department	Section	Item Description
LOT 1-15	Outpatient	Triage	Vital Signs Monitor
5.2.	Dimensions	Portable with a recharge dock or equivalent recharging unit	
6.	Operating environment		
6.1.	Power Requirements	240V, A/c 50 Hz, Single phase, 3 Pin Plug, 3m long cord BS type with PE	
6.2.	Ambient temperature	10^{o} C to 40^{o} C	
6.3.	Relative humidity	20% to 90%	
7.	Accessories	The following accessories will be provided as startup kits.	
7.1.	SpO_2 connection cable and sensor (finger probe), reusable	2 Sets	
7.2.	Adult cuff	2 Sets	
7.3.	Peadiatric cuff	2 Sets	
7.4.	Temperature connection cable and probe (reusable)	2 Sets	
7.5.	Recording paper	2 sets of 5 rolls	
7.6.	ECG Cable	1 No.	
7.7.	Grounding lead	1 No.	
8.	Quality standards		
8.1.	Manufacturing standards	IEC 60601-1, ISO 9001, ISO 13485	
8.2.	Conformity to standards	Directive 2004 / 108 / EC, CE and FDA approved	
9.	Local back up service		
9.1.	Available	Should be available locally	
9.2.	Capacity to service equipment	Agent shall have adequate facilities, spare parts, consumables and qualified and skilled technical staff	
10.	Delivery point		
10.1.	See Schedule	For inspection and testing	
10.2.	Nil		
11.	Installation and testing		
	Complete installation and setup of the machine as per manufacturer's instructions		
12.	Training		
12.1.	User Training	On site user training on operation and daily upkeep	
12.2.	Maintenance training	Onsite maintenance training on preventive maintenance	

LOT 1-16 Weighing Scale – *Triage*

Item Code No.	Department	Section	Item Description
LOT 1-16	Outpatient	Consulting Room	Weighing Scale

1. General Description

2. Composition

2.1.	Main unit

3. Description of the medical supply unit design type

3.1. Mobile Weighing Scale with height meter
3.2. Capacity approx. 0-160kg
3.3. With circular scale/readout
3.4. With mechanical height rod able to measure between 70cm-2000cm
3.5. With BMI display
3.6. Easy to clean platform with reset to zero function
3.7. With flat tread area platform approximately 360mm (W) X 630mm (D)
3.8. Height approx. 1000mm
3.9. With mechanical column scale
3.10. Displays weight with BMI function
3.11. Graduation approximately 500g.
3.12. Warranty 2 years
3.13. With Calibration Certificate
3.14. FDA/ CE Marked
3.15. With heavy duty transport castors
3.16. Operator and service manuals to be provided

LOT 1-17 Electronic Ear Thermometer – *Triage*

Item Code No.	Department	Section	Item Description
LOT 4-20	Outpatient	Consulting Room	Electronic Ear Thermometer

1. General Description

Digital Thermometer

2. Composition

2.1.	Main unit

3. Description of the medical supply unit design type

3.1. Range of temperature measurement 32 ^{0}C- 42^{0}C (89.60F-109.40F)
3.2. Can be calibrated in both centigrade and Fahrenheit, but if only one option is available, then Centigrade is preferable.
3.3. Buzzer signal function.
3.4. Takes 10-15 seconds to measure temperature.
3.5. Can be used in the armpit/axilla, orally and rectally.
3.6. Accuracy of temperature ± 0.1 0C and ± 0.2 F.
3.7. User's interface: LCD display
3.8. Manufacturer should be ISO13485 approved
3.9. Product should be FDA/CE approved

LOT 1 BIOMEDICAL CALIBRATION EQUIPMENT & TOOLS

S/No.	LOT NO.	EXPECTED EQUIPMENT	QTY	Estimated Units Price	Estimated Total Price
		WORKSHOP			
1.	1-18	Electronics Toolbox (Tool kits)	10		
2.	1-19	Variable output isolation transformer	1		
Assorted equipment testing instruments/Simulators and Calibration equipment					
3.	1-20	Vital Signs/Patient Monitor Analyzer (Patient Simulator)	1		
4.	1-21	Defibrillator Analyzer	1		
5.	1-22	Electrical Safety Analyzer	2		
6.	1-23	Electrosurgical Analyzer	1		
7.	1-24	Gas Flow Analyzer	1		
8.	1-25	Infusion and Syringe Pump Analyzer	1		
9.	1-26	Oscilloscope	1		
10.	1-27	Oxygen Analyzer	1		
11.	1-28	Radiation Analyzer	1		
12.	1-29	Ultrasound Wattmeter	1		

LOT 1 Biomedical Calibration Equipment & Tools

LOT 1-18 Electronic Toolbox

Item Code No.	Department	Section	Item Description
LOT 1-18	Engineering	Biomedical Workshop	Electronic Toolbox
1. General Description			
2. Composition			

2.1.	Main unit				
2.2.	Utility component storage box	2.3.	Crimping tool (inch) or (metric)		
2.4.	Long nose plier 135mm	2.5.	Desoldering pump		
2.6.	Diagonal cutting plier 110mm	2.7.	5pcs needle file set		
2.8.	Dual Color Lineman's plier	2.9.	Testing screwdriver		
2.10.	Bent nose plier 130mm	2.11.	Alignment tool (200mm/2.0mm)		
2.12.	Side cutting plier 150mm	2.13.	IC extractor		
2.14.	Dual Color Long nose plier	2.15.	Oil can		
2.16.	Reverse action tweezer	2.17.	Flashlight		

Item Code No.	Department	Section	Item Description
LOT 1-18	Engineering	Biomedical Workshop	Electronic Toolbox

2.18.	3pcs soldering aid tools	2.19.	7pcs Folding type hex key set (inch) or (metric)
2.20.	Soldering iron stand with sponge	2.21.	3 Prong holder
2.22.	Adjustable wrench 6″	2.23.	6pcs open-end wrench set
2.24.	Ceramic soldering iron 110V or 220V	2.25.	Heavy Duty Curved-Claw Hammer
2.26.	Screwdriver 3/16″(inch) or 5mm (metric)	2.27.	PVC insulated tape
2.28.	Screwdriver 1/4″(inch) or 6mm (metric)	2.29.	Stainless scissors 6″
2.30.	Screwdriver 3.2x75mm	2.31.	Solder core 63%, SN
2.32.	Screwdriver #0x75mm	2.33.	Parts tube
2.34.	Screwdriver 5.0x75mm	2.35.	Heat sink
2.36.	Screwdriver #1x75mm	2.37.	Utility knife (3 blades self-loading)
2.38.	Screwdriver 6.0x100mm	2.39.	Measuring tape 3M/10FT
2.40.	Screwdriver #2x100mm	2.41.	Inspection mirror
2.42.	Screwdriver 6.0x40mm	2.43.	Slip-channel pump pliers 254mm
2.44.	Screwdriver #2 x40mm	2.45.	Pallet for 1PK-1700N serios
2.46.	Desoldering wick	2.47.	Top Pallet for 1PK-1700N serios
2.48.	Brush	2.49.	Carrying tool case
2.50.	6pcs electronic screwdriver set	2.51.	Professional Multimeter

LOT 1-19 Variable Output Isolation Transformer

Item Code No.	Department	Section	Item Description
LOT 1-19	Engineering	Biomedical Workshop	Isolation Transformer

1. General Description					
Digital Single phase Output isolation Transformer					
2. Composition					
2.1.	Main unit				
240VAC Single Phase 50/60 Hz Input; 0-280VAC Output; At least 9.5 Amps Max, the higher the better. Microprocessor Controlled system; Includes case, cord, plug, receptacle, lighted switch and output fuse. Digital Voltmeter (output) Digital Ammeter (output) True Sine Wave Output					

Item Code No.	Department	Section	Item Description
LOT 1-19	Engineering	Biomedical Workshop	Isolation Transformer

Universal Output Receptacle to allow connection to most US, UK and EU plugs.
The Metered Bench Top VARIAC to provide a precise voltage output.
The output to be a true sine wave.
The output voltage to be digitally adjusted via a large front panel knob or digitral buttons.
Digital readouts to be provided for output voltage and load amperage.

Details
Voltmeter Accuracy: +/- 0.5% F.S. +/- 1LSD
Enclosure: Ventilated ecnclosure
Voltmeter Resolution: 1 VAC
Line Cord: at least 5 ft with plug
Ammeter Accuracy: +/- 1.0% F.S. +/-1 LSD
Receptacle: (2) Universal mounted on front
Ammeter Resolution: 0.01 AAC
Input/Output Isolation: None
Regulation: None
Protection: Input & output fuses

LOT 1-20 Vital Signs/Patient Monitor Analyzer (Patient Simulator)

Item Code No.	Department	Section	Item Description
LOT 1-20	Engineering	Biomedical Workshop	Patient Monitor Analyzer (Patient Simulator)

1. General Description		
2. Composition		
2.1.	Main unit	
Temperature	Operating	10 °C to 40 °C (50 °F to 104 °F)
	Storage	-20 °C to +60 °C (-4 °F to 140 °F)
Humidity	10 % to 90 % non-condensing	
Altitude	3,000 meters (9,843 ft)	
Dimensions (L x W x H)	14.5 cm x 30.2 cm x 8.6 cm (5.7 in x 11.9 in x 3.4 in)	
Display	LCD color display	
Communication	USB device upstream port	Mini-B connector for control by a computer
	USB host controller port	Type A, 5 V output, 0.5 A max load. Connector for keyboard, barcode reader, and printer
	Wireless	IEEE 82.15.4 for control by a computer
Power	Lithium-ion rechargeable battery	
Battery charger	100 V to 240 V input, 15 V/2.0 A output. For best performance, the battery	

Item Code No.	Department	Section	Item Description
LOT 1-20	Engineering	Biomedical Workshop	Patient Monitor Analyzer (Patient Simulator)
	charger should be connected to a properly grounded ac receptacle		
Battery life	9 hours (minimum), 100 NIBP cycles typical		
Safety standards	IEC/EN 61010-1 3rd Edition; Pollution degree 2 CAT None		
Certifications	CE, CSA, C-TICK N10140 , RoHS		
Electromagnetic compatibility (EMC)	IEC 61326-1:2012		
Normal-sinus-rhythm waveform			
ECG reference	The ECG amplitudes specified are for Lead II (calibration), from the baseline to the peak of the R wave. All other leads are proportional		
Normal sinus rhythm	12-lead configuration with independent outputs referenced to right leg (RL). Output to 10 universal ECG jacks, color-coded to AHA and IEC standards		
High-level output	0.5 V/mV ± 5 % of the ECG amplitude setting available on a BNC connector		
Amplitude	0.05 mV to 0.5 mV (0.05 mV steps); 0.5 mV to 5.0 mV (0.25 mV steps) Other leads are proportional to Lead II (reference lead) in percentage per: Lead I: 70 Lead II: 100 Lead III: 30 Lead V1: 24 Lead V2: 48 Lead V3: 100 Lead V4: 120 Lead V5: 112 Lead V6: 80		
Amplitude accuracy	± (2 % of setting + 0.05 mV)		
ECG rate	10 BPM to 360 BPM in 1 BPM steps		
Rate accuracy	± 1 % of setting		
ECG waveform selection	Adult (80 ms) or pediatric (40 ms) QRS duration		
ST-segment elevation	Adult mode only. -0.8 mV to +0.8 mV (0.1 mV steps). Additional steps: + 0.05 mV and - 0.05 mV		
Power-on default	60 BPM, 1.0 mV, adult QRS and ST-segment elevation of 0 mV		
Pacemaker waveform			
Pacer pulse	Amplitude	0 (off), ± 2, ± 4, ± 6, ± 8, ± 10, ± 12, ± 14, ± 16, ± 18, ± 20, ± 50, ± 100, ± 200, ± 500, and ± 700 mV for lead II (reference lead)	
	Accuracy	Reference lead II: ± (5 % setting + 0.2 mV)	
Pacer pulse width	0.1 ms, 0.2 ms, 0.5 ms, 1 ms, and 2 ms ± 5 %		

Item Code No.	Department	Section	Item Description
LOT 1-20	Engineering	Biomedical Workshop	Patient Monitor Analyzer (Patient Simulator)
Paced arrhythmias	Atrial 80 BPM		
	Asynchronous 75 BPM		
	Demand with frequent sinus beats		
	Demand with occasional sinus beats		
	Atrio-ventricular sequential		
	Noncapture (one time)		
	Nonfunction		
	Amplitude 5 mV, width 1 ms, atrial waveform		
Arrhythmia			
Baseline NSR	80 BPM		
PVC focus	Left focus, standard timing (except where specified)		
Supraventricular arrhythmia	Atrial fibrillation (coarse or fine); atrial flutter; sinus arrhythmia; missed beat (one time); atrial tachycardia; paroxysmal atrial tachcardia; nodal rhythm; and supraventricular tachycardia		
Premature arrhythmia	Premature atrial contraction (PAC); premature nodal contraction (PNC); PVC1 left ventricular; PVC1 left ventricular, early; PVC1 left ventricular, R on T; PVC2 right ventricular; PVC2 right ventricular, early; PVC2 right ventricular, R on T; and multifocal PVCs		
Ventricular arrhythmia	PVCs 6, 12, or 24 per minute; frequent multifocal PVCs; bigeminy; trigeminy; multiple PVCs (one-time run of 2, 5, or 11 PVCs); monoventricular tachycardia (120 to 300 BPM in 5 BPM steps); poly-ventricular tachycardia (5 types); ventricular fibrillation (coarse or fine); and asystole		
Conduction defect	First-, second-, or third-degree heart block; and right- or left-bundlebranch block		
Advanced cardiac life support	Shockable pulseless arrest rhythms		Ventricular fibrillation (coarse), ventricular fibrillation (fine), unstable polymorphic ventricular tachycardia
	Non-shockable pulseless arrest rhythms		Asystole
	Symptomatic bradycardia		Sinus bradycardia (< 60 BPM)
			2nd degree AV block, mobitz type I
			2nd degree AV block, mobitz type II
			Complete/3rd degree AV block
			Right bundle branch block
			Left bundle branch block

Item Code No.	Department	Section	Item Description
LOT 1-20	Engineering	Biomedical Workshop	Patient Monitor Analyzer (Patient Simulator)
Advanced cardiac life support cont.	Symptomatic tachycardia: regular narrow-complex tachycardia (QRS < 0.12 seconds)		Sinus tachycardia > 150 BPM
			Supraventricular Tachycardia
	Symptomatic tachycardia: regular wide-complex tachycardias (QRS ≥ 0.12 seconds)		Sinus tachycardia > 150 BPM
			Supraventricular tachycardia SVT with aberrancy
	Irregular tachycardia		Atrial fibrillation (coarse and fine), atrial flutter, unstable monomorphic ventricular tachycardia (120 BPM to 300 BPM), torsade de pointes/polymorphic ventricular tachycardia (long QT interval)
ECG Performance testing			
Amplitude	0.05 mV to 0.5 mV (0.05 mV steps); 0.5 mV to 5.0 mV (0.25 mV steps) Other leads are proportional to Lead II (reference lead) in percentage per:		
Lead I: 70			
Lead II: 100			
Lead III: 30			
Lead V1 through V6: 100			
Pulse wave	30 BPM, 60 BPM, with 60 ms pulse width		
Square wave	0.125 Hz, 2 Hz, 2.5 Hz		
Triangle wave	0.125 Hz, 2 Hz, 2.5 Hz		
Sine wave	0.05 Hz, 0.5 Hz, 1, 2 Hz, 5 Hz, 10 Hz, 25 Hz, 30 Hz, 40 Hz, 50 Hz, 60 Hz, 100 Hz, and 150 Hz		
R-wave detection	Waveform		Triangular pulse
	Rate		30 BPM, 60 BPM, 80 BPM, 120 BPM, 200 BPM, and 250 BPM
	Width		8 ms to 20 ms in 2 ms steps, and 20 ms to 200 ms in 10 ms steps
	Width accuracy		± (1 % of setting + 1 ms)
QRS detection	Widths		8 ms to 20 ms in 2 ms steps, and 20 ms to 200 ms in 10 ms steps
	Width accuracy		± (1 % of setting + 1 ms)
	Rate		30 BPM, 60 BPM, 80 BPM, 120 BPM, 200 BPM, and 250 BPM

Item Code No.	Department	Section	Item Description
LOT 1-20	Engineering	Biomedical Workshop	Patient Monitor Analyzer (Patient Simulator)

	R-Wave up slope	0.875 amplitude, 0.4375 x width
	R-Wave down slope	Full amplitude, 0.5 x width
	S-Wave up slope	0.125 amplitude, 0.0625 x width
Tall T-wave rejection	Waveform	QT Interval 350 ms
		T-Wave width 180 ms
		T-Wave shape ½ sinewave
	Amplitude	0 % to 150 % reference lead amplitude in 10 % steps
	Rate	80 BPM
Rate accuracy	± 1 % of setting	
Amplitute accuracy	± (2 % of setting + 0.05 mV)	

Amplitude
- 0 % to 150 % reference lead amplitude in 10 % steps

Rate
- 80 BPM

ECG Artifact

Type
- 50 Hz, 60 Hz, muscular, baseline wander, respiration

Size
- 25 %, 50 %, 100 % of the normal sinus R-Wave for each lead

Lead Select

All, RA, LL, LA, V1, V2, V3, V4, V5, V6
- Fetal/Maternal ECG
- Fetal Heart Rate (fixed)
- 60 BPM to 240 BPM in 1 BPM steps
- Fetal Heart Rate (IUP)
- 140 BPM at beginning, then varies with pressure
- Intrauterine-Pressure Waveforms
- Variable deceleration, early deceleration, late deceleration, and uniform acceleration
- Wave Duration
- 90 seconds, bell-shaped pressure curve, from 0 mmHg to 90 mmHg and returning to 0
- IUP Period
- min, 3 min, or 5 minutes; and manual
- Default Settings
- FHR 120 BPM, uniform deceleration wave, manual

Invasive Blood Pressure

Channels
- 2, each independently settable with identical parameters and are individually electrically isolated from all other signals

Input/Output Impedance
- 300 Ω - or ± 10 %

Exciter Input Range

Item Code No.	Department	Section	Item Description
LOT 1-20	Engineering	Biomedical Workshop	Patient Monitor Analyzer (Patient Simulator)

- to 16 V peak

Exciter-Input Frequency Range

- DC to 5000 Hz

Transducer Sensitivity

- 5 (default) or 40 µV/V/mmHg

Pressure Accuracy

- ± (1 % of setting + 1 mmHg) accuracy guaranteed for dc excitation only

Static Pressure

- - 10 to + 300 mmHg in 1 mmHg steps

Pressure Units

- mmHg or Kpa
- Cardiac Catheterization
- Chambers: Aortic, pulmonary valve, and mitral valve

BP Output

- Circular DIN 5-Pin
- Power-On Default
- 0 mmHg
- Swan-Ganz Sequence
- Right atrium, right ventrical (RV), pulmonary artery (PA), pulmonary artery wedge (PAW)

Dynamic Waveforms

Types (default pressures)

- Arterial (120/80)
- Radial artery (120/80)
- Left ventricle (120/00)
- Right ventricle (25/00)
- Pulmonary artery (25/10)
- Pulmonary-artery wedge (10/2)
- Right atrium (central venous or CVP) (15/10)

Pressure variability

- Systolic and diastolic pressures are independently variable in 1 mmHg steps
- Respiration Artifact
- Arterial, radial artery, and left ventricle
- 5 % to 10 % multiplication

Other

- 5 mmHg or 10 mmHg

Respiration

Rate

- 0 (OFF), 10 BrPM to 150 BrPM in 1 BrPM steps

Waves

- Normal or ventilated

Ratio (inspiration:expiration)

- Normal 1:1, 1:2, 1:3, 1:4, 1:5
- Ventilated 1:1

Impedance Variations (? Ω)

- 0.00 Ω to 1.00 Ω iin 0.05 Ω steps and 1Ω to 5 Ω in 0.25 Ω steps

Item Code No.	Department	Section	Item Description
LOT 1-20	Engineering	Biomedical Workshop	Patient Monitor Analyzer (Patient Simulator)

- Accuracy Delta
- ± (3 % of setting + 0.05 Ω)

Baseline
- 500 Ω, 1000 Ω (default), 1500 Ω, 2000 Ω, Leads I, II, III

Accuracy Baseline
- ±5 %

Respiration Lead
- LA or LL (default)

Apnea Selection
- 12 sec, 22 sec, or 32 seconds (one-time events), or continuous (Apnea ON = respiration OFF)

Power-On Default
- 20 BrPM, delta 1.0 Ω

Temperature
- 30 °C to 42.0 °C in 0.5 °C steps

Accuracy
- ± 0.4 °C

Compatibility
- Yellow Springs, Inc. (YSI) Series 400 and 700

Output
- Circular DIN 4-Pin

Cardiac Output
- Catheter Type
- Baxter Edwards, 93a-131-7f

Calibration Coeffecient
- 0.542 (0 °C injectate), 0.595 (24 °C injectate)

Blood Temperature
- 36 °C (98.6 °F) to 38 °C (100.4 °F) ± 2 % in 1 °C steps

Injectate Volume
- 10 cc

Injectate Temperature
- 0 °C or 24 °C

Cardiac Output
- 2.5, 5, 10 liters per minute ± 7.5 %

Faulty-Injectate Curve
- Waveform for simulation available
- Left-To-Right-Shunt Curve
- Waveform for simulation available

Calibrated Pulse
- 1.5 ° for 1 second

Connector
- Circular DIN 7 pin

Power-On Default
- 5 liters per minute, 0 °C injectate, 37 °C blood temperature

Item Code No.	Department	Section	Item Description
LOT 1-20	Engineering	Biomedical Workshop	Patient Monitor Analyzer (Patient Simulator)

Non-Invasive Blood Pressure
Pressure Units
- mmHg or kPa

Pressure Relief Test Range
- 100 to 400 mmHg

Synchronization: Arrhythmias
- Premature atrial contraction (PAC), premature ventricular contraction (PVC), atrial fibrillation, and missed beat
- Manometer (Pressure Meter)

Range
- 10 mmHg to 400 mmHg

Resolution
- 0.1 mmHg

Accuracy
- ± (0.5 % reading + 0.5 mmHg)

Pressure Source
Target pressure range
- 20 mmHg to 400 mmHg

Resolution
- 1 mmHg

NIBP Simulations
Pulse
- 2 mmHg max into 500 ml NIBP system

Volume of air moved
- 1.25 ml max

Simulations (systolic/diastolic [MAP])
- Adult: 60/30 (40), 80/50 (60); 100/65 (77); 120/80 (93); 150/100 (117); and 200/150 (167) and 255/195 (215)
- Neonatal: 35/15 (22); 60/30 (40); 80/50 (60); 100/65 (77); 120/80 (93) and 150/100
- Pressure variability: systolic and diastolic pressures are variable by 1 mmHg

Repeatability
- Within ± 2 mmHg (at maximal pulse size independent of device under test)

Synchronization: normal Sinus heart rates: 30 BPM to 240 BPM
- Maximum rate at 1 ml: 240 BPM achievable with pulses up to 1 ml
- Maximum rate at 1.25 ml: 180 BPM
- Leak Test

Target pressure
- 20 to 400 mmHg

Elapse time
- 0:30 to 5:00 minutes: seconds in 30 second steps

Leakage rate
- 0 mmHg/minute to 200 mmHg/minute

SpO2 Test (Optional)
Heart Rate

Item Code No.	Department	Section	Item Description
LOT 1-20	Engineering	Biomedical Workshop	Patient Monitor Analyzer (Patient Simulator)

- 30 BPM to 300 BPM in 1 BPM steps. SpO2 test is synchronized with ECG rate delayed by 150 ms, accuracy ±1% of setting

Masimo Rainbow Technology
Test Masimo Rainbow technology with an optional adapter supplied by Masimo that allows the ProSim two wavelength to test the Rainbow multiple wavelength system
% O2

Range
- 30 % to 100 %

Resolution
- 1 %

% O2 Accuracy
With oximeter manufacturer's R-curve
Saturation within UUT specific range: ± (1 count + specified accuracy of the UUT) Saturation outside UUT specific range: monotonic with unspecified accuracy
With Fluke Biomedical R-curves
- 91 % to 100 % ± (3 counts + specified accuracy of the UUT)
- 81 % to 90 % ± (5 counts + specified accuracy of the UUT)
- 71 % to 80 % ± (7 counts + specified accuracy of the UUT)
- Below 7 % monotonic with unspecified accuracy

Transmission: ratio of detector current to LED current, expressed in parts per million (ppm)
Range
- 0 ppm to 300.00 ppm

Resolution
- 0.01 ppm

Accuracy
- + 50 %/- 30 % for compatible monitors, unspecified for others. Selected by finger size and color: dark, thick finger, medium finger, light, thin finger, neonatal foot. The full range and resolution are available in the engineering mode

Pulse Amplitude
Range
- 0 % to 20.00 %

Resolution
- 0.01 %

Artifact
Respiration
Range:
- 0 % to 5 % of transmission

Resolution:
- 1 %

Rate:
- all ProSim or equivalent respiration simulation settings
- Ambient light

Range:
- 0 to 5X transmitted light

Resolution:
- 1X

Item Code No.	Department	Section	Item Description
LOT 1-20	Engineering	Biomedical Workshop	Patient Monitor Analyzer (Patient Simulator)

Frequency:

- DC, 50 Hz, 60 Hz, and 1 kHz to 10 kHz in 1 kHz steps

Compatible Manufacturer Products

- With manufacturer R-curve
- Nellcor, Masimo, Nonin, and Nihon Kohden
- With Fluke R-curve
- Mindray, GE-Ohmeda, Philips/HP, and BCI

Pre-Defined Simulations

- Normal
- Hypertensive
- Hypotensive
- Tachycardic
- Bradycardic
- Ventricular Fibrillation
- Asystole

Autosequences

- Monitor Testing Sequence
- ECG Sequence
- Oximeter Testing Sequence
- Cardiac Failure Sequence
- Arrhythmia Sequence
- Exercise Sequence
- Respiration Sequence
- NIBP Testing Sequence
- IBP Testing Sequence
- Temperature Sequence

LOT 1-21 Defibrillator Analyzer

Item Code No.	Department	Section	Item Description
LOT 1-21	Engineering	Biomedical Workshop	Defibrillator analyzer
General Description			
Composition			
Defib - Energy Measurement			
Load Resistance		50Ω ± 1% non-inductive	
Range		0 - 199.9 Joules	
Accuracy		± 1% of reading ± 1 Joule	
Range (High)		200 - 600 Joules	
Resolution		0.1 Joules	
Voltage		0 - 5000 Volts	
Current		0 - 100 Amps	

Item Code No.	Department	Section	Item Description
LOT 1-21	Engineering	Biomedical Workshop	Defibrillator analyzer
Sampling Rate		250 kHz sampling frequency	
Maximum pulse width		5us – 120ms	
ECG Simulator			
ECG simulation with hi-level output.			
ECG Waveforms – Ventricular Arrhythmias			
Premature Ventricular Contraction - Intermittent 80 BPM, Amplitude 0.50 - 5.00mV(±2%)		Default Spec Value	
(PVCI)			
Bigeminy (BIG)		80 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Trigeminy (TRIG)		80 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Ventricular Flutter (VFLT)		240 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Ventricular Fibrillation - Coarse (VFBC)		240 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Ventricular Fibrillation - Fine (VFBF)		240 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Monomorphic Ventricular Tachycardia (MVT)		210 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Right-focal Premature Ventricular Contraction		80 BPM, Amplitude 0.50 - 5.00mV(±2%)	
ECG Waveforms – Atrial Arrhythmias			
Sinus Arrhythmia (SAR)		20 - 300 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Missing Beat (MB)		20 - 300 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Atrial Flutter (AFLT)		300 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Atrial Fibrillation (AFB)		20 - 300 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Paroxysmal Atrial Tachycardia (PAT)		180 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Premature Junctional Contraction (PJC)		20 - 300 BPM, Amplitude 0.50 - 5.00mV(±2%)	
ECG Performance Waveforms			
Sine (SINE)		0.1 - 300Hz, 1.00 – 10.00mV	
Square (SQ)		0.1 - 300Hz, 1.00 – 10.00mV	
Triangle (TRI)		0.1 - 300Hz, 1.00 – 10.00mV	
Sawtooth (SAW)		0.1 - 300Hz, 1.00 – 10.00mV	
Sine Inverse Sawtooth (INVSAW)		0.1 - 300Hz, 1.00 – 10.00mV	
Pulse (PULSE)		0.1 - 300Hz, 0.50 – 5.00mV	
ECG Waveform Output			
Low Level		Low Level	
Hi Level,		Output Jack	

Item Code No.	Department	Section	Item Description
LOT 1-21	Engineering	Biomedical Workshop	Defibrillator analyzer
Pacer Input			
Fix Load		50Ω	
Accuracy		+/- 4% + 10µJ	
Over voltage protection		5000V	
Variable Load		50 to 1600Ω in 50Ω steps	
Pulse Rate		5.0 to 800 ppm	
Heart rate selection		20 – 300 bpm	
Under & overdrive		85% (20 bpm min) and 115% (300 bpm max)	
Wave form selection		NSR, VFibC, VFibF, MVT, AFib, Missing Beat, R-Wave detection	
Pulse Current Amplitude		5.00 – 200mA	
Accuracy +/-		(1% rdg +0.02mA)	
Current Measurements		Average (RMS), Leading edge, Trailing edge, Peak (the highest during the pulse)	
Pulse Width		1.00 - 100ms	
Pulse Energy		1µJ – 2.00J	
Pacer Refractory Periods			
Refractory Period test		15 – 500mS (Paced and sensed)	
Accuracy		+/- 1ms	
Pacer Interference Test (Immunity)			
Heart rate		20-300 bpm	
Frequency		50 or 60 Hz	
Noise level in mV		0-15.0mV	
AED Pulse Mode Waveforms			
Normal Sinus Rhythm (NSR)		20 - 300 BPM, Amplitude 1.00mV(±2%)	
Asystole (ASYS)			
Ventricular Fibrillation - Coarse (VFBC)		240 BPM, Amplitude 1.00mV(±2%)	
Ventricular Fibrillation - Fine (VFBF)		240 BPM, Amplitude 1.00mV(±2%)	
Monomorphic Ventricular Tachycardia (MVT)		210 BPM, Amplitude 1.00mV(±2%)	
Atrial Fibrillation (AFB)		20 - 300 BPM, Amplitude 1.00mV(±2%)	
ECG Waveforms - Sinus			
Normal Sinus Rhythm (NSR)		20 - 300 BPM, Amplitude 0.50 - 5.00mV(±2%)	
ST Elevation (STE)		20 - 300 BPM, Amplitude 0.50 - 5.00mV(±2%)	

Item Code No.	Department	Section	Item Description
LOT 1-21	Engineering	Biomedical Workshop	Defibrillator analyzer
ST Depression (STD)		20 - 300 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Myocardial Infarction (MI)		20 - 300 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Tall T (TT)		20 - 300 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Asystole (ASYS)			
ECG Waveforms – Atrial Conduction Arrhythmias			
First Degree AV Bock (FAVB)		80 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Second Degree AV Block - Mobitz I (SAVB_MI)		80 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Second Degree AV Block - Mobitz II (SAVB_MII)		80 BPM, Amplitude 0.50 - 5.00mV(±2%)	
Third Degree AV Block (TAVB)		50 BPM, Amplitude 0.50 - 5.00mV(±2%)	
ECG Pacer Waveforms			
Synchronous Atrial (AAI)		20 - 300 BPM, Pulse amplitude 0.50 – 5.00mV, Pulse width 0.1 – 2.0ms	
Asynchronous Atrial (AOO)		20 - 300 BPM, Pulse amplitude 0.50 – 5.00mV, Pulse width 0.1 – 2.0ms	
Pacer (PCR)		20 - 300 BPM, Pulse amplitude 0.50 – 5.00mV, Pulse width 0.1 – 2.0ms	
Ventricular Pacer (VVI)		20 - 300 BPM, Pulse amplitude 0.50 – 5.00mV, Pulse width 0.1 – 2.0ms	
Atrial & Ventricular Pacer (DDD)		20 - 300 BPM, Pulse amplitude 0.50 – 5.00mV, Pulse width 0.1 – 2.0ms	
R-Wave Detection (RWD)		20 - 300 BPM, Pulse amplitude 0.50 – 5.00mV	
ECG Noise Selection			
Amplitude		Default Spec Value0 – 10.00mV	
Frequency		50 - 60Hz	
ECG Accuracy			
Rate		Default Spec Value± 1%	
Amplitude		± 2% (LA-LL), ± 10% (Paddles)	
		Lead II : 1 – 10 mV (in steps of 0.5 mV).	
		Other leads are proportional to Lead II by the following percentages:	
		Lead I : 60 %	
		Lead II : 100 %	
		Lead III : 40 %	
		V1 : 63 % [Reference LA]	
		V2 : 71 % [Reference LA]	
		V3 : 68 % [Reference LA]	

Item Code No.	Department	Section	Item Description
LOT 1-21	Engineering	Biomedical Workshop	Defibrillator analyzer
		V4 : 80 % [Reference LA]	
		V5 : 55 % [Reference LA]	
		V6 : 49 % [Reference LA]	
Pacer Manufacturer Algorithms			
CU Medical, GE, HP, Laerdal, Mindray, Philips, PhysioControl, Schiller, WelchAllyn, Zoll			
Pacer Sensitivity Test			
Wave form, R Wave		Polarity Normal and Reversed, selectable	
Dynamic Sensitivity		0.05mV to 5.00mV in 50µV steps	
General Specifications			
approximate Weight (for ease of management)		1.5kg	
Operation		9.6V/2400mAh Nickel Metal Hydride battery pack	
Battery charge time		2.5 hours	
Battery capacity (fully charged)		12 hours	
Main supply		110/230V AC; 48 to 66Hz, 35VA power supply	
Storage environment		-15°C to +60°C	
Operating conditions		0°C to +40°C	
Environmental protection		IP 40	
Communication		USB	
Display LCD colour graphic display (Min)		¼" VGA	
Memory (min)		500 test results including graphs	
Impact rating		5J	

LOT 1-22 Electrical Safety Analyzer

Item Code No.	Department	Section	Item Description
LOT 1-22	Engineering	Biomedical Workshop	Electrical Safety Analyzer
1. General Description			
2. Composition			
2.1.	Main unit		
Software automation capabilities		Yes	
ECG simulation		Yes	

Item Code No.	Department	Section	Item Description
LOT 1-22	Engineering	Biomedical Workshop	Electrical Safety Analyzer
GFCI protection		Yes	
DUT load current		Yes	
20 A test capabilities		Yes	
25 A test capabilities		Yes	
Test loads		AAMI, IEC60601-1, IEC61010	
Other available standards		NFPA-99, ANSI, IEC62353, AS/NZ 3551	
Mains voltage measurements		All lines	
PE test current		200mA ac , 25A ac	
Leakage result parameters		True – rms ac only, dc only	
Leakage range		0 µA to 10,000µA, 0µA to20mA (differential)	
Patient auxiliary leakage lead selection		Any 1 to all, RA-LL-LL-LA RA-LA	
MAP test voltage		110% or 100% of mains, pending standard selection	
Power supply (V ac)		120 or 230	
Applied part connections		10 insulated posts	
Language selection		English	
Communication options		wired	
Printer port		Available via software	
Dual lead testing		µA/mV, V and Ω	
connectivity		USB	
Power cord		Removable	
Weight		4.7 kg	
Dimensions (L*W*H)		31 cm*23cm*10 cm(12.2” *9.1” *3.9”)	

LOT 1-23 Electrosurgical Analyzer

Item Code No.	Department	Section	Item Description
LOT 1-23	Engineering	Biomedical Workshop	Electrosurgical Analyzer
1. General Description			
Electrosurgery Analyzer			
2. Composition			
2.1.	Main unit		
2.1.1. Approximate Size (HxWxL): (For ease of management) 14.5 cm x 35 cm x 47 cm (5.75 in x 13.75 in x 18.5 in)			

Item Code No.	Department	Section	Item Description
LOT 1-23	Engineering	Biomedical Workshop	Electrosurgical Analyzer

2.1.2. Power Requirements:

100 V ac, 115 V ac, 230 V ac, 50 Hz / 60 Hz, universal input 100 V/115 V: 20VA 230V: 30 VA

2.1.3. User interface

LCD: Colour display

2.1.4. Environmental specifications

2.1.4.1. Operating temperature: - 10 °C to 40 °C (50 °F to 104 °F)

2.1.4.2. Storage temperature: - 20 °C to 60 °C (-4 °F to 140 °F)

2.1.4.3. Humidity: - 10 % to 90 % non-condensing

2.1.5. IP rating: - IEC60529:IP20

2.1.6. Electromagnetic Compatibility (EMC)

IEC 61326-1: Basic Emissions Classification:

IEC CISPR11: Group 1, Class A. Group 1 have intentionally generated and/or use conductively coupled radio-frequency energy which is necessary for the internal functioning of the equipment itself. Class A equipment is suitable for use in non-domestic locations and/or directly connected to a low-voltage power supply network USA (FCC):

2.1.7. Intentional Radiators

Device should comply with part 15 of the FCC Rules. Operation is subject to the following two conditions:

- This device may not cause harmful interference, and
- This device must accept any interference received, including interference that may cause undesired operation.

2.1.8. Safety

IEC 61010-1: - Overvoltage category II, pollution degree 2

IEC 61010-2-030: Measurement 5,000 V

2.1.9. Wireless module listing

FCC (United States) compliant (Class A):

FCC ID: X3ZBTMOD3

IC (Industry Canada) compliant:

IC: 8828A-MOD3

CE (European) certified:

CE0051

2.1.10. Measurements and tests specifications

Measures:

- Cut and coag waveforms, monopolar and bipolar outputs

Power and current measurements:

- True RMS

2.1.11. Bandwidth:

- MHz at -3 dB including loads

2.1.12. Delay time for single measurements:

- 0.2 seconds to 4.0 seconds from Foot Switch activation to start of measurement

2.1.13. Duty cycle

2.1.13.1. Variable load:

- 10 seconds on, 30 seconds off, at 100 W, all loads

2.1.13.2. Fixed 200 Ω load:

- 10 seconds on, 30 seconds off, at 400 W

2.1.13.3. Generator output measurements

Oscilloscope Output

- 1 V per ampere of input current, typical

Item Code No.	Department	Section	Item Description
LOT 1-23	Engineering	Biomedical Workshop	Electrosurgical Analyzer

2.1.13.4. Footswitch simulations
Cut and Coag

2.1.13.5. Load resistance
Variable:

- 0 Ω, 10 Ω, 20 Ω, 25 Ω to 2500 Ω (by 25 Ω), 2500 Ω to 5200 Ω (by 100 Ω)

DC Accuracy:± 2.5 %
Power (0.0 W to 99.9 W ± 5 % + 1W), 100 W to 500 W ± 5 %
Maximum: At 25% duty cycle (10 seconds on, 30 seconds off): 10 Ω: 300 W, 20 Ω to 2900 Ω: 400 W, 3000 Ω to 5200 Ω: 200 W
At 10% duty cycle (5 seconds on, 45 seconds off): 10 Ω: 300 W, 20 Ω to 2400 Ω: 500 W, 2425 Ω to 2900 Ω: 400 W, 3000 Ω to 5200 Ω: 200 W

2.1.13.6. Current
RMS: 0 mA to 5,500 mA
Accuracy: ±(2.5 % of reading + 1 mA)

2.1.13.7. Voltage
Peak: 10 kV Peak to Peak
Accuracy: ±(10 % of reading + 50 V)

2.1.13.8. Crest factor:
1.4 to 16.0 Defined as the ratio of Peak voltage to RMS voltage (Vpk /Vrms), using the larger of the 2 peaks (positive or negative)
Vessel sealing measurement
Loop current, RMS: 0 mA to 5500 mA
Accuracy: ±(2.5 % of reading + 1mA)

2.1.13.9. HF leakage current
Fixed load: 200 Ω
Accuracy: ± 2.5 %
Power rating: 400 W
Additional fixed load: 200 Ω
Current, RMS: 0 mA to 5500 mA
Accuracy: ±(2.5 % of reading + 1 mA)

2.1.13.10. CQM test (Contact Quality Monitor):
Resistances: 0 Ω to 475 Ω (by 1 Ω)
Accuracy: 0 Ω to 10 Ω 0.5 Ω, 11 Ω and above 5%

2.1.13.11. Power rating: at least 0.5 W

2.1.13.12. Auto time interval: 1 to 5 seconds

2.1.14. Communications:
USB device port: Micro B connector, full speed
Wireless port: 802.15, Speed: 115,200 baud

2.1.15. Memory:
Test records: at least 5,000

Item Code No.	Department	Section	Item Description
LOT 1-23	Engineering	Biomedical Workshop	Electrosurgical Analyzer
Non-volatile: retained through power cycling 2.1.16. Calibration: Recommended cycle: Traceable to the International System of Units (SI) through the appropriate National Metrology Institutes such as NIST or through intrinsic standards.			

LOT 1-24 Gas Flow Analyzer

Item Code No.	Department	Section	Item Description
LOT 1-24	Engineering	Biomedical Workshop	Gas Flow Analyzer
1. General Description			
2. Composition			
FEATURES		**MINIMUM REQUIREMENTS**	
2.1.	Battery life	8 hours	
2.2.	Charge time in hours	5 hours	
2.3.	memory	Internal memory	
2.4.	Connection type	USB, Micro – b device port	
2.5.	Weight	1.6 kg	
2.6.	Touch screen display	7” inch	
2.7.	Single full range channel	yes	
2.8.	**FLOW**		
2.9.	**Full range flow channel (both high and low)**		
2.10.	range	+/- 300 slpm	
2.11.	Accuracy(air)	1.7% 0r 0.04 slpm	
2.12.	**volume**		
2.13.	Range	+/- 1001	
2.14.	Accuracy	+/- 1.75% 0r 0.02 L	
2.15.	**PRESSURE**		
2.16.	**High pressure**		
2.17.	Range	-0.8 to 10 bar	
2.18.	Accuracy	+/- 1% or +/- 0.0007 bar	
2.19.	**Differential low pressure**		
2.20.	range	+/- 160mbar	

Item Code No.	Department	Section	Item Description
LOT 1-24	Engineering	Biomedical Workshop	Gas Flow Analyzer

2.21.	accuracy	+/- 0.5% or +/-0.1 mbar
2.22.	**Airway pressure**	
2.23.	range	+/- 160mbar
2.24.	accuracy	+/- 0.5% or +/-0.1 mbar
2.25.	**Barometric pressure**	
2.26.	range	550 to 1240mbar
2.27.	accuracy	+/-1%
2.28.	**others**	
2.29.	**temperature**	
2.30.	range	0 – 50 degrees C
2.31.	accuracy	+/-0.5%
2.32.	resolution	0.1 degrees C
2.33.	**humidity**	
2.34.	range	0-100%RH
2.35.	accuracy	+/-3%RH (20-80%RH) +/-5%(-20-+80% RH
2.36.	**oxygen**	
2.37.	Range	0-100%
2.38.	accuracy	+/-2%
2.39.	**Breath parameters**	
2.40.	Inspiratory tidal volume range	0 to 60 l
2.41.	Inspiratory tidal volume accuracy	+/- 1.75%
2.42.	Expiratory tidal volume range	0 to 60 l
2.43.	Expiratory tidal volume accuracy	+/- 1.75%
2.44.	Minute volume range	0 to 100 l
2.45.	Minute volume accuracy	+/- 1.75%
2.46.	Breath rate range	1 to 1500 bpm
2.47.	Breath accuracy	+/-1%
2.48.	Inspiratory to expiratory time ratio (I;E) range	1:300 to 300:1
2.49.	Inspiratory to expiratory time ratio (I;E) accuracy	+/-2%
2.50.	Peak inspiratory pressure (PIP) range	+/- 160mbar
2.51.	Peak inspiratory pressure (PIP) accuracy	+/-0.75%

Item Code No.	Department	Section	Item Description
LOT 1-24	Engineering	Biomedical Workshop	Gas Flow Analyzer

2.52.	Inspiratory pause pressure range	+/- 160mbar
2.53.	Inspiratory pause pressure	+/-0.75%
2.54.	Mean airway pressure range	+/- 160mbar
2.55.	Mean airway pressure accuracy	+/-0.75%
2.56.	Positive end expiratory pressure (PEEP) range	+/- 160mbar
2.57.	Positive end expiratory pressure (PEEP) accuracy	+/-0.75%
2.58.	Lung compliance range	0-1000 ml/mbar
2.59.	Lung compliance accuracy	+/- 3%
2.60.	Inspiratory time range	0-60 s
2.61.	Inspiratory time accuracy	0.02 s
2.62.	Inspiratory holding time range	0-60 s
2.63.	Inspiratory holding time accuracy	1% or 0.1 s
2.64.	Expiratory time range	0 to 90 s
2.65.	Expiratory time accuracy	0.5% or 0.01 s
2.66.	Expiratory holding time range	0 to 90 s
2.67.	Expiratory holding time accuracy	0.02 s
2.68.	Peak expiratory flow range	+/- 300 lpm
2.69.	Peak expiratory flow accuracy	+/-1.7 %
2.70.	Peak inspiratory flow range	+/- 300 lpm
2.71.	Peak inspiratory flow accuracy	+/-1.7 %
2.72.	**Environmental**	
2.73.	Operating temp	10 – 40 degrees C
2.74.	Storage temp	-20 to 60 degrees C
2.75.	Operating humidity	10 to 90%
2.76.	Storage humidity	5 to 95%

LOT 1-25 Infusion and Syringe Pump Analyzer

Item Code No.	Department	Section	Item Description
LOT 1-25	Engineering	Biomedical Workshop	Infusion and Syringe Pump Analyzer
1. General Description			
Infusion and Syringe Pump Analyzer			

Item Code No.	Department	Section	Item Description		
LOT 1-25	Engineering	Biomedical Workshop	Infusion and Syringe Pump Analyzer		
2. Composition					
2.1.	Main unit				
3. Technical specifications					
3.1. Flow rate measurement					
3.1.1. Range	0.1 ml/h to 1500 ml/h (2500 ml/h is shown)				
3.1.2. Accuracy	1 % of reading ±1 LSD for flows of 16 to 200 ml/h for volumes over 20 ml, otherwise 2 % of reading ±1 LSD for volumes over 10 ml under laboratory conditions. Degassed water at 15 °C to 30 °C (59 °F to 86 °F) is recommended for long tests.				
3.1.3. Max test duration	100 hours				
3.2. Volume measurement					
3.2.1. Range	0.06 ml to 9999 ml				
3.2.2. Accuracy	1 % of reading ±1 LSD for flow rates of 16 ml/h to 200 ml/h for volumes over 20 ml. Otherwise 2 % of reading ±1 LSD for volumes over 10 ml under laboratory conditions.				
3.2.3. Max test duration	100 hours				
3.3. PCA bolus/dual flow measurement					
3.3.1. Min bolus volume	0.5 ml				
3.3.2. Resolution	60 ul increments				
3.3.3. Max test duration	100 hours				
3.4. Pressure measurement					
3.4.1. Range	0 psi to 45 psi or equivalent in mmHg and kPa				
3.4.2. Accuracy	1 % of full scale ±1 LSD under laboratory conditions				
3.4.3. Max test duration	1 hour				
3.5. Other specification					
3.5.1. Templates	Predetermined test sequences. Typical capacity 200.				
3.5.2. Storage of results	Test results stored for later viewing, printing or transfer to PC. Typical capacity 250 tests.				
3.6. General specifications					
3.6.1. Operating voltage range	100 V ac to 240 V ac				
3.6.2. Supply frequency	50/60 Hz				
3.6.3. Supply power	<50 VA				
3.6.4. Fuses	20 mm T1.6 A H 250 V x 2				
3.6.5. Size (HxWxD)	30 cm x 20 cm x 20 cm (12 in x 8 in x 8 in)				
3.6.6. Weight	3.4 kg (approx) (7.5 lbs.)				

Item Code No.	Department	Section	Item Description
LOT 1-25	Engineering	Biomedical Workshop	Infusion and Syringe Pump Analyzer
3.6.7. Altitude		0 m to 3000 m (0 ft to 10000 ft)	
3.7. Temperature			
3.7.1. Operating		15 °C to 30 °C (59 °F to 86 °F)	
3.7.2. Storage		-20 °C to +40 °C (-4 °F to +104 °F) when drained of all liquid	
3.7.3. Humidity		10 % to 90 % non-condensing	

LOT 1-26 Oscilloscope

Item Code No.	Department	Section	Item Description
LOT 10-9	Engineering	Biomedical Workshop	Medical Scope Meter Oscilloscope
1. General Description			
2. Composition			
2.1.	Main unit		
3. Technical Specification:			

3.1. **Bandwidth**: 100 Megahertz or Better
3.2. **Sampling Rate**: 1 Giga Samples/Second or Better
3.3. **Number Of Channels:** 4 Isolated and Floating Channels
3.4. **Record Length:** 2.5 K Points or Better
3.5. **Vertical Resolution:** 8 Bits (Normal or With Averaging) Or Better
3.6. **Vertical Sensitivity:** 2 Millivolt To 5 V/Div (Or Better) With Calibrated Fine Adjustment
3.7. **Position Range:** 2 Millivolt To 200 Millivolt/Div ±1.8 V >200 Millivolt To 5 V/Div ±45 V
3.8. **Input Impedance**: 1 Mega Ohm ±2% In Parallel With 20 Picofarad
3.9. **Input Coupling**: Ac, Dc, Gnd
3.10. **Display Type** :1/4 Vga Active Tft Color Lcd Display
3.11. **Trigger Types:** Edge, Pulse (Width), Video
3.12. **Connectivity:** Rs-232 (Includes Rs-232-To-Usb Host Serial Cable), Centronics, Compact Flash
3.13. **Waveform Math and Analysis**: Automated Measurements, Arithmetic Waveform Math, Fft
3.14. **Data Storage**: Non-Volatile Storage – Compact Flash
3.15. **Power Source**: Ac Adapter with Power Cord
3.16. **Battery Operation**: Capacity to Have Two Hot-Swappable Battery Packs
Must Have Isolation Between Channels and Ground Compliance with Ec61010-1:2001, Iec60529:2001, As/Nzs 2064.1/2

ACCESSORIES
3.17. **Inclusions:**
3.17.1. 100 Megahertz,
3.17.2. 10x Passive Probe Front Protective Cover
3.17.3. Ac Adapter with Power Cord (Uk Plug)
3.17.4. Usb To Rs-232 Cable
3.17.5. Hard Case for Carrying Instrument

3.18. Technical features
3.18.1. How old is this technology & when is going to be discontinued?

Item Code No.	Department	Section	Item Description
LOT 10-9	Engineering	Biomedical Workshop	Medical Scope Meter Oscilloscope

3.18.2. When is the upgraded/Updated version likely to come
3.18.3. Additional features very particulate to the system.
3.18.4. If workstation or PC is quoted, its full configuration, brand, model No. etc.
3.18.5. Period of warranty as called for in the Tender.
3.18.6. AMC coverage items
   a. Comprehensive (Spares & Labour)
   b. Labour alone
3.18.7. History of service and maintenance support locally
3.18.8. List of Installations in public sector/private sector with contact person Name, Designation & Telephone No.
3.18.9. List of essential spares
3.18.10. Certificate of quality like CE,ISO,FDA

LOT 1-27 Oxygen Analyzer

Item Code No.	Department	Section	Item Description
LOT 1-27	Engineering	Biomedical Workshop	**Oxygen Analyzer**

1. General Description

2. Composition

2.1.	Main unit

3. Detailed requirements

3.1. Operational characteristics:

3.1.1. Handheld oxygen analyzer for spot check and/or continuous measurement of the oxygen concentration from a medical gas source and in an environment (depending on the configuration or version of the analyser).
3.1.2. Galvanic fuel cell (electro-chemical) oxygen sensing technology.
3.1.3. Supplied with connectors and/or adapters suitable for measurement of various medical gas supply sources, for example (but not limited to) oxygen concentrators, ventilators/anaesthesia machines and patient circuits (T-piece and/or in-line adapters), wall/column/cylinder supplies (compliance with ISO 7396-1).
3.1.4. Oxygen measurement to include the range: 15 - 99%.
3.1.5. Oxygen resolution: 0.1%.
3.1.6. Oxygen accuracy: within ± 3%.
3.1.7. Suitable for measuring gas supply with pressure up to 345 kPa (3.5 bar, 50 psi).
3.1.8. Performance and calibration requirements at different pressures to be stated.
3.1.9. Response time at most 20 s.
3.1.10. Warm-up time < 10 s.
3.1.11. Replaceable galvanic fuel cell (oxygen sensor), nominal operating life at least 1.5 years or 600 000 % O2 -hours, whichever is greater.
3.1.12. Calibration and self-test mode, two-point calibration at ambient and 100% oxygen concentration.
3.1.13. Internal calibration timer, with reminder (alarm and/or display message).
3.1.14. Display visualizing oxygen concentration, system messages and battery status.
3.1.15. Low and high oxygen concentration audible, and visual alarms required.
3.1.16. Automatic power-off when not in use.

Item Code No.	Department	Section	Item Description
LOT 1-27	Engineering	Biomedical Workshop	**Oxygen Analyzer**

3.1.17. Enclosure to have ingress protection level IPX1 or better.

3.2. Electrical characteristics:

3.2.1. Operated by battery power supply.
3.2.2. Internal replaceable batteries, either rechargeable or single use.
3.2.3. Battery life > 250 hours continuous use.

3.3. Accessories, consumables, spare parts, other components

3.3.1. Carry case.
3.3.2. Adapters for measuring various medical gas supply sources/ambient air (if applicable, depending on the models).
3.3.3. Adapters for all available standards for fittings, including T-pieces and/or in-line adapters for various types and sizes of breathing circuits and adapters for central supply systems and cylinders.
3.3.4. Oxygen cell/sensor, sample line (if applicable), rechargeable and disposable batteries. Sample line (if applicable)
3.3.5. Set of spare fuses (if non-resettable fuses are used), display, connectors, battery holder, control panel, casing, and battery charger.

3.4. Environmental requirements

3.4.1. Capable of being stored in ambient temperature of at least 5 - 50°C, relative humidity of at least 15 - 95% non-condensing.
3.4.2. Suitable for continuous operation in ambient temperature of at least 5 - 45°C, relative humidity of at least 15 - 90% non-condensing.

3.5. Training

3.5.1. Training of users in operation and basic maintenance shall be provided.
3.5.2. Training of technical staff in advanced maintenance tasks shall be provided.

3.6. Warranty and maintenance

3.6.1. At least 2 years warranty and the product shall be in production and fully supported when procured.
3.6.2. Proof to have the capacity to carry out preventive maintenance, functionality tests and calibration as per manufacturer's specifications.
3.6.3. Guarantee of supply of spare parts at least 8 years from date of installation.

3.7. Documentation

3.7.1. User and technical manuals both hard and soft copies in English language.
3.7.2. Certificate of calibration to be provided.
3.7.3. List of equipment and procedure required for calibration and preventive maintenance to be provided.
3.7.4. List for common spare parts and accessories with part numbers to be provided
3.7.5. Contact details of manufacturer, supplier and local service agent to be provided

3.8. SAFETY AND STANDARDS

3.8.1. Risk classification (46 Risk classification Class II (USA), Class IIa (EU), Class IIa or IIb (Australia).
3.8.2. Regulatory approval/certification (Proof of regulatory compliance (e.g. registration, clearance, approval) must be provided as appropriate per the product's risk classification (e.g. by a founding member of IMDRF-EU, USA, Canada, Australia, Japan).
3.8.3. International standards (ISO 13485 Medical devices - Quality management systems - Requirements for regulatory purposes or ISO 9001 Quality management systems - Requirements.

Item Code No.	Department	Section	Item Description
LOT 1-27	Engineering	Biomedical Workshop	**Oxygen Analyzer**

3.8.4. ISO 14971 Medical devices - Application of risk management to medical devices.
3.8.5. ISO 15001 Anaesthetic and respiratory equipment - Compatibility with oxygen.
3.8.6. IEC 62133 - Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for portable sealed secondary cells. Part 1: Nickel, Part 2: Lithium.

LOT 1-28 Radiation Analyzer

Item Code No.	Department	Section	Item Description
LOT 1-28	Engineering	Biomedical Workshop	**Radiation Analyzer**

1. General Description

1.1. This specification describes the requirements for a hand-held, high sensitivity, gamma and x-ray radiation detection and dose rate measurement tool with removable radioactive contamination measurement capability, hereinafter referred to as "The System". The System will be used by security forces, metal recycling industry, first responders, border crossing and radiation source regulatory control authorities.
1.2. Supplier may propose alternatives that differ from this Specification but are intended to produce the same or better results for this application. In such cases, these must be clearly stated and justified in the offer and sufficient technical information has to be provided for assurance of compliance with this Specification.

2. Applicable Documents

2.1.	Main unit				

ANSI N42.34 Performance Criteria for Handheld Instruments

3. Functional and Performance Requirements

3.1. The System shall meet the following functional and performance requirements:
3.1.1. Menu-driven with an intuitive format
3.1.2. Automated self-checks
3.1.3. Clear graphic display
3.1.4. Audible and visible alarms
3.1.5. X-ray measurement capability (pulsed radiation)
3.1.6. Rubber protective cover
3.1.7. Alpha/beta contamination measurement capability

3.2. Technical Requirements
3.2.1. Units of dose rate measure: Sv/hr
3.2.2. Display: backlite LCD
3.2.3. Communication capability with a computer
3.2.4. Automatic calibration
3.2.5. Dose measuring range at least 0.05 µSv – 9.99 Sv
3.2.6. Dose rate measuring range at least 0.05 µSv/h – 100 mSv/h
3.2.7. Energy response range for gamma and x-ray photons at least 60 keV to 1.3 MeV (+/- 30%)
3.2.8. Powered by standard, commercial batteries (AA or AAA or equivalent)
3.2.9. Low battery warning
3.2.10. Weight not exceeding 300 g (including batteries)
3.2.11. Environmental conditions that shall be met
- Operating temperature range at least: -20 to 50 °C
- Operation at relative humidity exceeding 90% at 35oC

Item Code No.	Department	Section	Item Description
LOT 1-28	Engineering	Biomedical Workshop	**Radiation Analyzer**

3.2.12. Accessories: carrying case, rubber cover, extension for measurements from a distance, PC connection cable, software

4. Marking

4.1. The System shall have all safety markings in English language.

5. Packing

5.1. The system, for shipment by air to the end user shall be packed in accordance with international standards that are applicable for the shipment by air of this kind of equipment.

6. Quality Requirements

6.1. The system shall be manufactured, shipped, and installed in accordance with the contractors ISO Quality Assurance System or an equivalent quality assurance system. Compliant with ANSI 42.33/1 & 42.32, and IEC 62401

7. Testing of the System prior to Shipment

7.1. The System, prior to shipment, shall be tested for its conformance with manufacturer's performance specifications and the requirements specified herein.

7.2. The system shall be calibrated by the manufacturer with a certificate of calibration provided in English

8. Deliverable Data Items

8.1. Operating manuals

The Supplier shall provide 2 complete sets of operation and servicing manuals and technical drawings in the English language in hard copies and electronic version;

9. Support

9.1. The System shall be supplied with a comprehensive warranty, valid for one year from date of delivery;

9.2. Availability of on-line support is required. Supplier to identify any routine or preventative support and maintenance plan that is appropriate for this End- User, with full contact details. Note that regional support is preferred;

10. Technical requirements summary	
Description	**Values & Notes**
10.1. Detection	• Detector with x-ray measurement capability • Software with natural background detection
10.2. Minimum span of Energy Range	60 keV to 1.3 MeV
10.3. Minimum span of Measurement Range:	Dose: 0.05 µSv – 9.99 Sv Dose rate: 0.05 µSv/h – 100 mSv/h Contamination: 0-10 kcps
10.4. Units	cps, Sv/h
10.5. User Menu with:	Information necessary to operate and maintain the unit
10.6. Weight	Not exceeding 300 g
10.7. Alarms	Audible/visible alarms
10.8. Pulsed radiation	x-ray measurement capability
10.9. Contamination monitor	Alpha/beta contamination measurement capability

Item Code No.	Department	Section	Item Description
LOT 1-28	Engineering	Biomedical Workshop	**Radiation Analyzer**
10.10. Battery life		At least 500 h of operation	

LOT 1-29 Ultrasound Wattmeter

Item Code No.	Department	Section	Item Description
LOT 1-29	Engineering	Biomedical Workshop	Ultrasound Wattmeter
1. General Description			
2. Composition			
2.1.	Main unit		
3. Specifications Details			
3.1. Measurement range	0.1 W to 30 W		
3.2. Input power level	0 to 30 W		
3.3. Test media	Deionized/distilled and degassed water		
3.4. Resolution	0.1 W		
3.5. Reading accuracy	Electrical accuracy: + 0.15 W (±0.01 g) full range System repeatability: + 3 % of reading, ± 0.2 W		
3.6. Input measurements	Average pulsed or continuous power		
3.7. Input frequency range	0.5 MHz to 10 MHz		
3.8. Zeroing	Auto-zero button		
3.9. Readout units	Watts or grams (output energy mode) Grams (cal mode)		
3.10. Maximum Transducer Size	7.6 cm (3 in) diameter		
3.11. Operating Temperature	10 ^{0}C to 45 ^{0}C		
3.12. Data Output	Bidirectional RS-232/USB compatible with any serial communications software such as Windows® HyperterminalTM		
3.13. Power	One 9 V battery		
3.14. Battery Life	At least 10 hours (max) with automatic switch off when unit not in use.		

LOT 2-CSSD EQUIPMENT

S/No.	LOT NO.	EXPECTED EQUIPMENT	QTY	Estimated Units Price	Estimated Total Price
		STERILIZATION UNIT			

1.	2-1	Autoclave	2		
2.	*2-2*	Washer Disinfection	1		
3.	2-3	Ultrasonic washer unit	1		
4.	2-4	Dissembling and sorting Table	1		
5.	2-5	Water Jet SYSTEM	1		
6.	2-7	Working table (stainless steel)	1		
7.	2-7	Packaging and sorting Table	1		
8.	2-8	Cart/ Cabinet for storage and execrating sets	1		
9.	2-9	Package sealing machine	1		
10.	2-10	Pressure steam gun/ Water for cart washing	1		
11.	2-11	Carrying Carts and shelves (stainless steel) for storage.	1		

LOT 2-1 Autoclave

Item Code No.	Department	Section	Item Description
LOT 2-1	CSSD	CSSD	Autoclave

1. General Description

High Speed Horizontal Autoclave 450L with double door

2. Composition

2.1.	Main unit

3. Technical Specification

3.1. Should be a fully automatic microprocessor based High pressure, high vacuum autoclave for sterilizing material including agars, sterilization of solution in open & closed bottles, disinfection of materials and waste decontamination.

3.2. Should be front loading and rear offloading, have Rectangular, horizontal chamber with well insulated jacket, Chamber Volume minimum 450 liters or more.

3.3. Should have single vertical sliding door on either side to have a pass-through system. Doors should be electrically controlled having fully automatic function with multiple safety arrangements. Sealing system should be based on silicone seal.

3.4. Should have at least 50mm thick insulation materials on jacket and in doors to ensure low thermal losses. Working temp. of the door should be less than 45deg. C.

3.5. Should be high grade Stainless steel.

3.6. Should have a built in Color touch screen.

3.7. Should have audio visual alarms in case of undesired situations.

3.8. Should have programmable Operator's access level.

3.9. Should have at least 8 pre-programmed standard cycles plus 5 or more user programmable cycles and provision of chip card port for loading of new programs through chip cards or any other latest technology.

3.10. Should have temperature adjustable from 121Deg. to 135 Deg. C.

3.11. Safe Working pressure range should be from 15 to 32 PHI (1.1 bar – 2-2 bar)

3.12. Should have complete monitoring of cycle operation and provided with at least two pressure sensors and two Temp. Sensors (PT -100) in addition to analog for chamber pressure, jacket pressure and steam generator pressure indication.

3.13. The unit should be equipped with multiple safety mechanisms for Emergency Stop over pressure safety valves for chamber and jacket, over temp safety, steam traps and electrical safety.

3.14. The unit should include Non fade built in thermo-recorder for step progress values during the cycle with time and date and alarm condition if any.

3.15. Should have built in feature of Water Saving System for water conservation.

3.16. Should be supplied complete with high-quality stainless-steel trolleys and sterilization baskets:

a. External trolley = 02 nos.
b. Internal trolley with steel roller
c. Shelves = 02 nos. and
d. 2 sets of Sterilization baskets.

3.17. All accessories & electric fitting to be included

3.18. The unit should be equipped with both internal steam generator and external steam source connection from external boiler.

3.19. The steam Generator should also be made of AISI 316 Ti steel & the steam generator should be equipped with automatic cleaning facility.

3.20. Integrated wastewater cooling, integrated water saving device. Touch screen display, chipcard reader and RS 232 /USB interface.

Item Code No.	Department	Section	Item Description
LOT 2-1	CSSD	CSSD	Autoclave
3.21. Should be US FDA/European CE certified and should comply with EN 285 standard. The system should have pressure directives 97/23/EC.			

LOT 2-2 WASHER Disinfection

Item Code No.	Department	Section	Item Description
LOT	CSSD	CSSD	**Washer Disinfection**
1. General Description			
Washer cum Disinfector Unit			
2. Composition			
2.1. Main unit			
3. Detailed Specifications			
3.1. The Washer Disinfection will be equipped with all accessories suitable for washing, disinfecting and drying of all kinds of surgical instruments, respiratory tubing, suction devices, bottles and other glassware 3.1.1. Double door Unit. 3.1.2. Chamber made of stainless-steel S.S.304 3.1.3. Microprocessor control for all services, programming and statistic functions-at least three pre-set programs. 3.1.4. Equipped with powerful water circulation pump (capacity). 3.1.5. Equipped with four spray arms for good penetration. 3.1.6. Dosage of detergent can be pre-set with dosing pump. 3.1.7. Sensor to detect level in soap tank and easy refilling system 3.1.8. Sensor for water in chamber to avoid dry run. 3.1.9. Double wall with insulation to run with minimum sound and heat emission. 3.1.10. Air particle filter to ensure the drying air is free from particles. 3.1.11. Size of chamber: Approx. 600mmx700mmx700mm.(Approx.) 3.1.12. Chamber volume: 250 - 275liters. 3.1.13. Overall dimension: Approx. 815mmW x730mmLx1890mmH. 3.1.14. Electrical Connected Load: 20Kw on 3phases, 400V, AC supply. 3.1.15. Frontloading and rear offloading 3.1.16. The warranty of equipment will be at least 2 years			

LOT 2-3 Ultrasonic Washer Unit

Item Code No.	Department	Section	Item Description
LOT 2-3	CSSD	CSSD	Ultrasonic Washer Unit
1. General Description			
2. Composition			
2.1. Main unit			

Item Code No.	Department	Section	Item Description
LOT 2-3	CSSD	CSSD	Ultrasonic Washer Unit

3. Detailed Specifications

3.1. The body made of stainless steel
3.2. All exterior panels should be of type 304 stainless steel with a polished finish
3.3. The sonic cleaning chamber should be constructed of type 316L mirror finish stainless steel for increased corrosion resistance.
3.4. Overall size of the cleaning chamber at least 29" L x 12" W x 8" (73cm X 36cm X 23cm)
3.5. Liquid volume of the ultrasonic tank: at least 45 litres.
3.6. Effective liquid depth of ultrasonic tank: at least 6.5" (16.5cm)
3.7. The ultrasonic tank should be covered by a well-fitting stainless-steel lid
3.8. Should be provided with a well-fitting tray with holes for immersing instruments in the above-mentioned tank.
3.9. The inner tray should be of such dimension that it can accommodate and completely immerse the instruments.
3.10. Must have a cycle timer with automatic stop after washing cycle of the particular time is over.
3.11. Suitable stand to be provided if it is tabletop unit.
3.12. Electronic display that indicates set time, start of cycle and end of cycle
3.13. Ultrasonic generator output 1000Watts Average.
3.14. User selectable dual ultrasonic frequency (38±3) or greater
3.15. Should be provided with fill port and drain port
3.16. Power cord of at least 3 m with plug compatible with UK socket
3.17. Should be provided with essential spares and fuses
3.18. Should be FDA /CE certified

4. Standards and Safety

4.1. Manufacturer and supplier must have ISO certificate to Quality Standard
4.2. Must be compliant with IEC 61010-1(or any international equivalent e.g. EN/UL61010) covering safety requirements for electrical equipment for measurement control and laboratory use.
4.3. Comprehensive training of the users and support team will be provided till they are fully familiar with the system.

5. Warranty and Annual Maintenance Contracts.

5.1. Comprehensive warranty for at least 2 years. Guarantee of Comprehensive maintenance contract (CMC) to be provided with a quotation for CMC post warranty being provided with the tender. The rates will only be used for evaluation purposes but not to be part of the quote.
5.2. Back-to-back warranty should be taken by the suppliers from the Principals if principals are not the suppliers and there must be a guarantee for supply of spare parts for at least 10 years from the date of installation.

6. Documentation

6.1. User/Technical manuals to be supplied in English n both hard and soft copies.
6.2. Certificate of calibration and inspection to be provided
6.3. List of equipment available with the service centre for providing calibration and routine maintenance support as per manufacturers' documentation in service/technical manual must be provided.
6.4. List of important spare parts and accessories with their part numbers and costing must be provided with the bid
6.5. Logbook with instructions for daily, weekly, monthly and quarterly maintenance checklist must be provided, the job description of the hospital technical team and company service engineer should be clearly spelt out.

LOT 2-4 Dissembling and sorting Table

Item Code No.	Department	Section	Item Description
LOT 2-4	CSSD	CSSD	Dissembling and sorting Table
1. General Description			
2. Composition			
2.1.	Main unit		
3. Detailed Specifications			
3.1. Complete stainless steel CSSD sterile packing table form machine pressed made of acid-proof stainless steel; grade - S.S.304 grade, 1.5mm thickness laser cut 3.2. Sturdy tubular framework 3.3. Lightened tabletop 3.4. Adjustable stumps. 3.5. Size: Approx. 1400mm x w 900mm x h 850mm			

LOT 2-5 Water Jet SYSTEM

Item Code No.	Department	Section	Item Description
LOT 2-5	CSSD	CSSD	Water Jet System
1. General Description			
1.1. Water jet Sluicing table			
2. Composition			
2.1.	Main unit		
3. Detailed specifications			
3.1. Complete stainless steel CSSD instrument sluicing table with hand water jet table form machine pressed made of acid-proof stainless steel.S.S.304; 1.5mm thickness laser cut with hot and cold-water faucets. 3.2. Should have sturdy tubular framework 3.3. Should have twin bay sink with drain out water connection. 3.4. Adjustable stumps. 3.5. Size should be 1200mm x w 600mm x h 850mm			

LOT 2-6 Working table (stainless steel)

Item Code No.	Department	Section	Item Description
LOT 2-6	CSSD	CSSD	Working Table
1. General Description			
2. Composition			
2.1.	Main unit		

Item Code No.	Department	Section	Item Description
LOT 2-6	CSSD	CSSD	Working Table
Complete stainless steel CSSD sterile packing table form machine pressed made of acid-proof stainless steel; grade - S.S.304 grade, 1.5mm thickness laser cut Sturdy tubular framework Lightened tabletop Adjustable stumps. Size: Approx. 1400mm x w 900mm x h 850mm			

LOT 2-7 Packaging and sorting Table

Item Code No.	Department	Section	Item Description
LOT 2-7	CSSD	CSSD	Parking and sorting Table
1. General Description			
2. Composition			
2.1. Main unit			
Complete stainless steel CSSD sterile packing table form machine pressed made of acid-proof stainless steel; grade - S.S.304 grade, 1.5mm thickness laser cut Sturdy tubular framework Lightened tabletop Adjustable stumps. Size: Approx. 1400mm x w 900mm x h 850mm			

LOT 2-8 Cart/ Cabinet for storage and execrating sets

Item Code No.	Department	Section	Item Description
LOT 2-8	CSSD	CSSD	Cart Cabinet for storage and execrating sets
1. General Description			
2. Composition			
2.1. Main unit			
3. Detailed Specs			
3.1. Complete S.S Sterile Storage Mesh Units with Tubular Frame 3.2. Should Have Mono Steered, Antistatic 5” Castors 3.3. Should Have 5 Shelves App. 2~3” Depth 3.4. Size of the Mesh Basket App. 2’X 3’ Overall Size: App 6’			

LOT 2-9 Package sealing machine

Item Code No.	Department	Section	Item Description
LOT 2-9	CSSD	CSSD	Package sealing Machine
1. General Description			
CSSD Package Heat Sealing Machine			

Item Code No.	Department	Section	Item Description
LOT 2-9	CSSD	CSSD	Package sealing Machine

2. Composition

2.1.	Main unit

3. Detailed Specifications

3.1. The continuous band heat-sealing machine with conveyer is suitable for hospital sterile packing.
3.2. It adapts electronic constant temp control system (temp control).
3.3. It has speed adjusting transmission mechanism. (Speed control)
3.4. It can emboss upto 15 interchangeable characters for batch recording, date etc. (embossing mechanism)
3.5. It can seal plastic film of various materials such as PE, PP, Aluminium foil etc.
3.6. It has height adjustments as well as sealing width adjustments.

Specifications

- Temperature Range: 0-250deg.
- Current Supply: 220-240 „Volts, 50 Hz, Single Phase
- Current Consumption: 500 watts
- Sealing speed: 1-12m/min
- Cutting size: 200 mm (8”)
- Sealing width: 6 – 15 mm
- Sealing film thickness: 0.02 –0.80mm
- Conveyor loading: up to 5 kgs
- System should be FDA/CE certified

LOT 2-10 Pressure steam gun/ Water for cart washing

Item Code No.	Department	Section	Item Description
LOT 2-10	CSSD	CSSD	Pressure Steam Gun/ Water for cart washing

1. General Description

2. Composition

2.1.	Main unit

3. Detailed Specifications

3.1. Complete stainless steel CSSD instrument sluicing table with hand water jet table form machine pressed made of acid-proof stainless steel.S.S.304; 1.5mm thickness laser cut with hot and cold-water faucets.
3.2. Should have sturdy tubular framework
3.3. Should have twin bay sink with drain out water connection.
3.4. Adjustable stumps.
3.5. Size should be 1200mm x w 600mm x h 850mm

LOT 2-11 Carrying Carts and shelves (stainless steel) for storage

Item Code No.	Department	Section	Item Description
LOT 2-11	CSSD	CSSD	Carrying Carts and Shelve
1. General Description			
2. Composition			
2.1.	Main unit		
3. Detailed Specifications			
3.1. Complete S.S Sterile Storage Mesh Units with Tubular Frame 3.2. Should Have Mono Steered, Antistatic 5” Castors 3.3. Should Have 5 Shelves App. 2~3” Depth 3.4. Size of the Mesh Basket App. 2’X 3’ Overall Size: App 6’			

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the Conditions of Contract ("these Conditions"), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

a) "Contract" means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

d) "Day" means calendar day.

e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

f) "GCC" means the General Conditions of Contract.

g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.

h) "Procuring Entity" means the Procuring Entity purchasing the Goods and Related Services, as **specified in the SCC.**

i) "Related Services" means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.

j) "SCC" means the Special Conditions of Contract.

k) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

l) "Supplier" means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.

m) **"Base Date"** means a date 30 day prior to the submission of tenders.

n) **"Laws"** means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

o) **"Letter of Acceptance"** means the letter of formal acceptance, signed by the contractor.

Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

p) **"Procuring Entity"** means the Entity named in the Special Conditions of Contract.

2. Interpretation

2.1. If the context so requires it, singular means plural and vice versa.

2.2. Incoterms

a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

a) the Contract Agreement,
b) the Letter of Acceptance,
c) the General Conditions of Contract
d) Special Conditions of Contract
e) the Form of Tender,
f) the Specifications and Schedules of the Drawings (if any), and
g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party

under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language,** in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub- contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial

relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.2 Arbitration proceedings shall be conducted as follows:

10.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

10.2.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

10.2.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

10.2.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

10.2.5 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

10.2.6 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

10.2.7 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

10.3 Arbitration Proceedings

10.3.1 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

i) Kenya National Chamber of Commerce

ii) Chartered Institute of Arbitrators (Kenya Branch)

iii) The Law Society of Kenya

10.3.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

10.3.3 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

10.4 Arbitration with Foreign Suppliers

10.4.1 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

10.4.2 The place of arbitration shall be a location specified in the **SCC;** and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

10.5 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

10.6 Failure to Comply with Arbitrator's Decision

10.6.1 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

10.7 Contract operations continue

Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply

Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the **SCC.**

15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price)/tender price X 100.*

16. Terms of Payment

16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the **SCC** to the Procuring Entity.

16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.

16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the **SCC**.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in **the SCC**, the Performance Security, if required, shall be denominated in the

currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another format acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall de disclosed in **the SCC;**

b) now or hereafter enters the public domain through no fault of that party;

c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

24. Insurance

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC:**

a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates

charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided

otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right

registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

b) the method of shipment or packing;

c) the place of delivery; and

d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the

Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

a) the proposed change(s), and a description of the difference to the existing contract requirements;

b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

c) a description of any effect(s) of the change on performance/functionality.

33.5 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

a) accelerates the delivery period; or

b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or

c) improves the quality, efficiency or sustainability of the Goods; or

d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

33.6 If the value engineering proposal is approved by the Procuring Entity and results in:

a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or

b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
ii) if the Supplier fails to perform any other obligation under the Contract; or
iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.

b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
i) to have any portion completed and delivered at the Contract terms and prices; and/or
ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC).Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: **Ministry of Health-State Department for Medical Services**
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: Provision of Contract, the Public Procurement and Asset Disposal Act, 2015 and its attendant Regulation
GCC 4.2 (b)	The version edition of Incoterms shall be: *INCOTERMS 2020*
GCC 8.1	For **notices**, the Procuring Entity's address shall be: Attention: The Principal Secretary Postal address : P.O Box 30016-00100 Nairobi Physical Address : Afya House, Cathedral Road. Electronic mail address*: procurement@health.go.ke*
GCC 10.4.2	The place of arbitration shall be: Nairobi, Kenya
GCC 15.1	The prices charged for the Goods supplied and the related Services performed *shall not*, be adjustable.
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **On Acceptance:** 100 percent of the Contract Price shall be paid to the Supplier within Ninety (90) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be 180 days. The interest rate that shall be applied is prevailing commercial interest rates
GCC 18.1	A Performance Security shall be required from the successful bidder(s)
GCC 18.3	If required, the Performance Security shall be in the form of unconditional bank guarantee of **10%** of the successful tender sum. If required, the Performance security shall be denominated in *Kenya Shillings*
GCC 18.4	Discharge of the Performance Security shall take place: when the goods have been accepted by the procuring entity.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be as stated in Branding of the Equipment.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 26.1	The inspections and tests shall be: MOH Inspection and Acceptance Committee

GCC 26.2	The Inspections and tests shall be conducted at the ***the Point of Delivery EAKI COMPLEX Building Located at Kenyatta National Hospital Grounds*****.**
GCC 27.1	The liquidated damage shall be: **0.5 %** per week
GCC 27.1	The maximum amount of liquidated damages shall be**: 10%**
GCC 28.3	The period of validity of the Warranty shall be: *as specified in each of the items in the specifications.* For purposes of the Warranty, the place(s) of final destination(s) shall be: EAKI COMPLEX Building Located at Kenyatta National Hospital Grounds Along Ngong Road.
GCC 28.5, GCC 28.6	The period for repair or replacement shall be – 21days
GCC 33.6	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be N/A % of the reduction in the Contract Price.

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

   I) Name:_____*[insert Authorized Representative's name]*

   ii) Address:_____*[insert Authorized Representative's Address]*

   iii) Telephone:_____*[insert Authorized Representative's telephone/fax numbers]*

   iv) Email Address:_____*[insert Authorized Representative's email address]*

   [IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission:_____[*email*] on [*date*]_____(local time)

   This Notification is sent by_____(*Name and designation*) _____

3. Notification of Intention to Award

   I) Employer:_____*[insert the name of the Employer]*

   ii) Project:_____*[insert name of project]*

   iii) Contract title:_____*[insert the name of the contract]*

   iv) Country:_____*[insert country where ITT is issued]*

   v) ITT No:_____*[insert ITT reference number from Procurement Plan]*

   This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

   Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender_____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings_____(in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

a) DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (*local time*).

b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.

c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

I) Attention:_____[*insert full name of person, if applicable*]

ii) Title/position:_____[*insert title/position*]

ii) Agency:_____[*insert name of Employer*]

iii) Email address:_____[*insert email address*]

d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

b) Provide the contract name, reference number, name of the Tenderer, contact details; and

address the Procurement-related Complaint as follows:

I) Attention:_____[*insert full name of person, if applicable*]

ii) Title/position:_____[*insert title/position*]

iii) Agency:_____[*insert name of Employer*]

iv) Email address:_____[*insert email address*]

c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

e) There are four essential requirements:

i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.

ii) The complaint can only challenge the decision to award the contract.

iii) You must submit the complaint within the period stated above.

iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).

ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.

iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature:_____

Name:_____

Title/position:_____

Telephone:_____

Email: _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW (r.203 (1))

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 of …….20…….in the matter of Tender No……..…of ……..20….. for .....(Tender description).

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address…….P. O. Box 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.

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

1.

2.

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

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____*[Date]*

To:_____*[name and address of the Supplier]*

Subject:_____***Notification of Award Contract No.*** . . . .

This is to notify you that your Tender dated_____***[insert date]*** for execution of the_____***[insert name of the contract and identification number, as given in the SCC]*** for the Accepted Contract Amount of_____***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature:_____

Name and Title of Signatory:_____

Name of Agency:_____

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the_____*[insert: **number**] day* of_____*[insert: **month**]*, [*insert: **year**]*. BETWEEN (1)_____*[insert complete name of Procuring Entity* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called "Procuring Entity"), of the one part; and (2)__*[insert name of Supplier**]***, a corporation incorporated under the laws of *[insert: country of Supplier**]*** and having its principal place of business at_____*[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part.

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz.,____

   _____

   [insert brief description of Goods and Services] and has accepted a Tender by the Supplier for the supply of those Goods and Services, the Procuring Entity and the Supplier agree as follows:

   i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

   ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   a) the Letter of Acceptance

   b) the Letter of Tender

   c) the Addenda Nos._____(if any)

   d) Special Conditions of Contract

   e) General Conditions of Contract

   f) the Specification (including Schedule of Requirements and Technical Specifications)

   g) the completed Schedules (including Price Schedules)

   h) any other document listed in GCC as forming part of the Contract

   iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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.

3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed:_____*[insert signature]*

in the capacity of_____*[insert title or other appropriate designation]* In the presence of_____

_____*[insert identification of official witness]* **For and on behalf of the Supplier**

Signed:_____*[insert signature of authorized representative(s) of the Supplier]* in the capacity of_

_____*[insert title or other appropriate designation]* in the presence of_

_____*[insert identification of official witness]*

FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Employer]*

Date: *[Insert date of issue]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____(hereinafter called "the Contractor") has entered into Contract No._____ _____dated _____with *(name of Employer)*_____(the Employer as the Beneficiary), for the execution of_____(hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of___(*in words*),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the …. Day of ……, 2...…[2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

_____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No. 6 - PERFORMANCE SECURITY [Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer] Date*: *[Insert date of issue]*

PERFORMANCE BOND No.:

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond as Principal (hereinafter called "the Contractor") and] as Surety (hereinafter called "the Surety"), are held and firmly bound unto] as Obligee (hereinafter called "the Employer") in the amount of for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the day of , 20 , for in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

   1) complete the Contract in accordance with its terms and conditions; or

   2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

   3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused

these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____of _____ 20_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]
[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of* Employer*]*
Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: [*Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ *dated* _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (*in words*___) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (*in words* _____) [1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at ----------.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of _____, 2___,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

_____
[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.*

[2] *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.:_____[*insert identification no*] Name of the Assignment:_____*[insert name of the assignment]*

to:_____*[insert complete name of Procuring Entity]*

In response to your notification of award dated_____*[insert date of notification of award]* to furnish additional information on beneficial ownership:_____*[select one option as applicable and delete the options that are not applicable]*

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	**Directly or indirectly holding 25% or more of the shares (Yes / No)**	**Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)**	**Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)**
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the

voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

Name of the Tenderer: .....[insert complete name of the Tenderer]*_____

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]

Date signed ..... [insert date of signing] day of..... [Insert month], [insert year)