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## MINISTRY OF HEALTH

## STATE DEPARTMENT FOR MEDICAL SERVICES

**COVID-19 HEALTH EMERGENCY RESPONSE PROJECT (C-HERP)**

**TENDER NAME:** SUPPLY, DELIVERY, INSTALLATION, TESTING AND

COMMISSIONING OF MEDICAL GASES PIPING SYSTEMS IN HOLA, SIAYA AND KISUMU COUNTY REFERRAL HOSPITALS

## RFB No: MOH/SDMS/C-HERP/ONT-03/2024-2025

**Project:** Covid-19 Health Emergency Response Project (Government of Kenya)

**Purchaser:** Ministry of Health **-** State Department for Medical

Services

**Loan No.:** IDA 65980

**Project No.:** P173820

**UNDB Reference No:** KE-MOH-444502-GO-RFB

**Country:** Kenya

**Issued on:** 28thAugust 2024

**Tender Closing date:**  9th October, 2024

**Time:** 11.00 a.m. Local time

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## Invitation for Bids (IFB)

**GOVERNMENT OF KENYA**

**MINISTRY OF HEALTH**

**STATE DEPARTMENT FOR MEDICAL SERVICES**

**COVID-19 EMERGENCY HEALTH PROJECT**

**IDA CREDIT No. 65980**

**PROJECT ID No. P173820**

1. The Ministry of Health, State Department for Medical Services has receivedfinancing from the World Bank toward the cost of the Covid-19 Health Emergency Project (CHERP) and intends to apply part of the proceeds toward payments under the contracts[[1]](#footnote-1) for **Supply, Delivery, Installation, Testing and Commissioning of Medical Gases Piping Systems.** For these contracts, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing, except for those payments which the contract provides to be made through letter of credit.
2. The **State Department for Medical Services** now invites sealed Bids from eligible Bidders for the **Supply, Delivery, lnstallation, Testing and Commissioning of Medical Gases Piping Systems Hola, Siaya and Kisumu County Referral Hospitals**
3. Bidding will be conducted through Open National Tendering (National Competitive Bidding) Procurement Method using Standard Bidding Documents.
4. Complete set of Bidding Documents may be obtained by eligible and interested Bidders at the Public Procurement Information Portal ([www.tenders.go.ke](http://www.tenders.go.ke)) and the Ministry’s website ([www.health.go.ke](http://www.health.go.ke)) free of charge before the closing date and time. Bidders who download the Bidding Document(s) MUST forward their particulars immediately to [procurement@health.go.ke](mailto:procurement@health.go.ke) for registration and facilitation with any further clarification or addendum.
5. Completed, serialized/paginated bidding documents **one original and a copy** in plain sealed envelopes clearly marked on top with the Tender Number and description shall be delivered and deposited in the Tender Box located at **Afya House, 1st Floor** so as to be received **on or before 9th October, 2024 at 11.00 a.m Local Time**. **ELECTRONIC TENDERS WILL NOT BE PERMITED**.
6. Tenders **MUST** be accompanied by Bid Security in the form and value for each tender as indicated in each Bidding Document.
7. The Bids should be addressed to:

**Principal Secretary,**

**Ministry of Health,**

**State Department for Medical Services,**

**Afya House, Cathedral Road,**

**P.O Box 30016-00100, Nairobi**

**Tel No: 020 2717077**

**Fax No: 254 2719008**

**Email: procurement@health.go.ke**

1. Bids will be opened promptly in public and in the presence of Bidders’ and/ or representatives who choose to attend the opening **at Afya House, GTZ Boardroom at 11.00 A.M Local time on 9th October, 2024.** Late bids, portion of bids, and those not read out in public at the bid open ceremony shall not be accepted for evaluation irrespective of circumstances.

**REGISTRATION FORM FOR ONLINE TENDERERS**

**RFB No:** MOH/SDMS/C-HERP/ONT-03/2024-2025

**BID NAME**: Supply, Delivery, Installation and Commissioning of Medical Gases Piping Systems in Hola, Siaya and Kisumu County Referral Hospitals

**NOTE:** Please provide your details below for purposes of communication in case you download this tender document from the websites provided.

Name of the firm: ………………..…………………………………………………………..

Postal Address: ……………………………………………………………………………..

Telephone Contacts: .…………………………………………………………...…………

Company email address: …………………………………………………………………..

Contact Person: ……………………………………………………………………………

Once completed please submit this form to the email below:

**procurement@health.go.ke**

## Request for Bids Goods

**(One-Envelope Bidding Process)**

**Procurement of:**

Supply, Delivery, Installation, Testing and Commissioning of Medical Gases Piping Systems in Hola, Siaya and Kisumu County Referral Hospitals

**RFB No:** MOH/SDMS/C-HERP/ONT-03/2024-2025

**Project:**Covid-19 Health Emergency Response Project (C-HERP)

**Purchaser:** Ministry of Health, State Department for Medical Services

**Country:** Kenya

**Issued on:** 28th August, 2024

**Standard Procurement Document**

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# PART 1 – Bidding Procedures

# Section I - Instructions to Bidders

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### Section I. Instructions to Bidders

#### A. General

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1. Scope of Bid** | | 1.1 | | In connection with the Specific Procurement Notice, Request for Bids (RFB), specified in the **Bid Data Sheet (BDS),** the Purchaser, as specifiedin the **BDS,** issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS.** |
|  | | 1.2 | | Throughout this bidding document:   1. the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt; 2. if the context so requires, “singular” means “plural” and vice versa; and 3. “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays. |
| **2. Source of Funds** | | 2.1 | | The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS,** toward the project named **in the BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued. |
|  | | 2.2 | | Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing). |
| **3. Fraud and Corruption** | | 3.1 | | The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions  Framework, as set forth in Section VI, Fraud and Corruption. | | |
|  | | 3.2 | | In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. | | |
| **4. Eligible Bidders** | | 4.1 | | A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, 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. 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 Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV. | | |
|  | | 4.2 | | A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder: | | |

1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
2. receives or has received any direct or indirect subsidy from another Bidder; or
3. has the same legal representative as another Bidder; or
4. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
5. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
6. or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
7. 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 BDS ITB 2.1 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
8. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid 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 Bank throughout the Bidding process and execution of the Contract.
   1. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
   2. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder 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. A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
   4. Bidders that are state-owned enterprises or institutions in the Purchaser’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
   5. A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.
   6. Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries, and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; 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, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
   7. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
   8. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment;
9. **Eligible Goods and Related Services** 
   * 1. relates to fraud or corruption; and
     2. followed a judicial or administrative proceeding that afforded the firm adequate due process.
   1. All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
   2. For purposes of this ITB, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
   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.

#### B. Contents of Request for Bids Document

**6. Sections of Bidding** 6.1 The bidding document consist of Parts 1, 2, and 3, which

**Document** include all the sections indicated below, and should be readin conjunction with any Addenda issued in accordance with ITB 8.

##### PART 1 Bidding Procedures

* Section I - Instructions to Bidders (ITB)
* Section II - Bidding Data Sheet (BDS)
* Section III - Evaluation and Qualification

Criteria

* Section IV - Bidding Forms
* Section V - Eligible Countries
* Section VI - Fraud and Corruption

**PART 2 Supply Requirements**

* Section VII - Schedule of Requirements

##### PART 3 Contract

* Section VIII - General Conditions of Contract (GCC)
* Section IX - Special Conditions of Contract (SCC)
* Section X - Contract Forms

|  |  |  |
| --- | --- | --- |
|  | 6.2 | The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document. |
|  | 6.3 | Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail. |
|  | 6.4 | The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document. |
| **7. Clarification of Bidding Document** | 7.1 | A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser’s address specified **in the** **BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. |
| **8. Amendment of**  **Bidding Document** | 8.1 | At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda. |
|  | 8.2  8.3 | Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1. |

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

#### C. Preparation of Bids

|  |  |  |
| --- | --- | --- |
| **9. Cost of Bidding** | 9.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| **10. Language of Bid** | 10.1 | The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the** **BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| **11. Documents**  **Comprising the Bid** | 11.1 | The Bid shall comprise the following:  (a) **Letter of Bid** prepared in accordance with ITB 12; |

1. **Price Schedules**: completed in accordance with ITB 12 and ITB 14;
2. **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;
3. **Alternative Bid**: if permissible, in accordance with ITB 13;
4. **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
5. **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;
6. **Bidder’s Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to bid;
7. **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;

(i)

**(i) Conformity**: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding d and

(j) any other document required **in the BDS.**

* 1. In addition to the requirements under ITB 11.1, Bids 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 Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
  2. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

|  |
| --- |
| Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.  **13. Alternative Bids** 13.1 Unless otherwise specified **in the** **BDS,** alternative Bids shall not be considered |

12.1 The Letter of

1. **Bid Prices and Discounts**
   1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirement The prices and discounts The prices and

discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

* 1. All lots (contracts) and items must be listed and priced separately in the Price Schedules.
  2. The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.
  3. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
  4. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero
  5. If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS,** 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. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.
  6. The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the** **BDS.**
  7. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

(a) For Goods manufactured in the Purchaser’s Country:

* + 1. the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), 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;
    2. any Purchaser’s Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
    3. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the** **BDS.**
       1. For Goods manufactured outside the Purchaser’s Country, to be imported:
          1. the price of the Goods, quoted CIP named place of destination, in the Purchaser’s Country, as specified **in the** **BDS;**
          2. 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** **BDS;**
       2. For Goods manufactured outside the Purchaser’s Country, already imported:
          1. 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;
          2. 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;
          3. the price of the Goods, obtained as the difference between (i) and (ii) above;
          4. any Purchaser’s Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
          5. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the** **BDS.**
       3. 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).

1. **Currencies of Bid**

15.1 The currency(ies) of the Bid and the currency(ies) of **and Payment** payments shall be the same. The Bidder shall quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser’s Country, unless otherwise specified **in the BDS.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | 15.2 | | The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser’s Country. | |
| **16. Documents Establishing the**  **Eligibility and**  **Conformity of the**  **Goods and Related**  **Services** | | 16.1  16.2 | | To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.  To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements. | |
|  | | 16.3 | | 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. | |
|  | | 16.4 | | The Bidder 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** **BDS** following commencement of the use of the goods by the Purchaser. | |
|  | | 16.5 | | Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements. | |
| **17. Documents Establishing the**  **Eligibility and**  **Qualifications of the**  **Bidder** | | 17.1 | | To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms. | |
|  | 17.2 | The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser’s satisfaction:   1. that, if required **in the BDS**, a Bidder 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, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country; 2. that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser’s Country, the Bidder 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 3. that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. | |
| **18. Period of Validity of Bids** | 18.1 | Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive. | |
|  | 18.2 | In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3. | |
|  | 18.3 | If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows: | |

* + - 1. in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the** **BDS**;
      2. in the case of adjustable price contracts, no adjustment shall be made;
      3. in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

1. **Bid Security** 19.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the** **BDS,** in original form and, in the case of a Bid Security**,** in the amount and currency specified **in the BDS.**
   1. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
   2. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option:
      1. an unconditional guarantee issued by a bank or nonbank financial institution (such as an insurance, bonding or surety company);
      2. an irrevocable letter of credit;
      3. a cashier’s or certified check; or
      4. another security specified **in the BDS**, from a reputable source, and an eligible country.

If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

* 1. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
  2. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the Performance Security pursuant to ITB 46.

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|  | 19.6 | The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security. |
|  | 19.7 | The Bid Security may be forfeited:  (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or  (b) if the successful Bidder fails to:   1. sign the Contract in accordance with ITB 45; or 2. furnish a Performance Security in accordance with ITB 46. |
|  | 19.8 | The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2. |
|  | 19.9 | If a Bid Security is not required **in the BDS**, pursuant to ITB  19.1, and |
| 1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or 2. if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46; the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**. | |
| **20. Format and Signing of Bid** | 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail. | |

* 1. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
  2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
  3. In case the Bidder is a JV, the Bid 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 their legally authorized representatives.
  4. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

#### D. Submission and Opening of Bids

1. **Sealing and Marking** 21.1 The Bidder shall deliver the Bid in a single, sealed envelope **of Bids** (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
   1. in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
   2. in an envelope marked “COPIES”, all required copies of the Bid; and,
   3. if alternative Bids are permitted in accordance with ITB 13, and if relevant:
2. in an envelope marked “ORIGINAL -ALTERNATIVE”, the alternative Bid; and
3. in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

21.2 The inner and outer envelopes, shall:

* 1. bear the name and address of the Bidder;
  2. be addressed to the Purchaser in accordance with ITB 22.1;
  3. bear the specific identification of this Bidding process indicated in ITB 1.1; and
  4. bear a warning not to open before the time and date for Bid opening.

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|  | 21.3 | If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid. |
| **22. Deadline for**  **Submission of Bids** | 22.1 | Bids must be received by the Purchaser at the address and no later than the date and time specified **in the** **BDS.** When sospecified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**. |
|  | 22.2 | The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| **23. Late Bids** | 23.1 | The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. |
| **24. Withdrawal, Substitution, and**  **Modification of Bids** | 24.1 | A Bidder may withdraw, substitute, or modify its Bid 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 ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be: |

* 1. prepared and submitted in accordance with ITB 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
  2. received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
  3. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
  4. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

1. **Bid Opening** 25.1 Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the** **BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attendAny specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the** **BDS.**
   1. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. 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 Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
   2. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
   3. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
   4. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.
   5. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the** **BDS.**
   6. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
   7. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
      1. the name of the Bidder and whether there is a withdrawal, substitution, or modification;
      2. the Bid Price, per lot (contract) if applicable, including any discounts;
      3. any alternative Bids;
      4. the presence or absence of a Bid Security or Bid Securing Declaration, if one was required.
   8. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

#### E. Evaluation and Comparison of Bids

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| **26. Confidentiality** | | 26.1 | | Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40. | |
|  | | 26.2 | | Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid. | |
|  | | 26.3 | | Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing. | |
| **27. Clarification of Bids** | | 27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’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 Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.  27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser’s request for clarification, its Bid may be rejected. | |
| **28. Deviations, Reservations, and**  **Omissions** | | 28.1 During the evaluation of Bids, the following definitions apply:   1. “Deviation” is a departure from the requirements specified in the bidding document; 2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and 3. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document. | |
| **29. Determination of Responsiveness** | | 29.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.  29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: | |

1. if accepted, would:
   1. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
   2. limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or
2. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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|  | 29.3 | The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission. |
|  | 29.4 | If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. |
| **30. Nonconformities,**  **Errors and**  **Omissions** | 30.1  30.2 | Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.  Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
|  | 30.3 | Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. |
| **31. Correction of Arithmetical Errors** | 31.1 | Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis: |

* + 1. if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; and
    2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail; and
    3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance to ITB 31.1, shall result in the rejection of the Bid.

1. **Conversion to Single Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the Bids**

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| **33. Margin of**  **Preference** | 33.1 | Unless otherwise specified **in the** **BDS,** a margin of preference shall not apply. |

1. **Evaluation of Bids** 
   1. The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be: (a) substantially responsive to the bidding document; and (b) the lowest evaluated cost.
   2. To evaluate a Bid, the Purchaser shall consider the following:
      1. evaluation will be done for Items or Lots (contracts), as specified **in the** **BDS;** andthe Bid Price as quoted in accordance with ITB 14;
      2. price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
      3. price adjustment due to discounts offered in accordance with ITB 14.4;
      4. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
      5. price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
      6. the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
   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 taken into account in Bid evaluation.
   4. If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
   5. The Purchaser’s evaluation of a Bid will exclude and not take into account:
      1. in the case of Goods manufactured in the Purchaser’s Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
      2. in the case of Goods manufactured outside the Purchaser’s Country, 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 Bidder;
      3. any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
   6. The Purchaser’s evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 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 Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).
2. **Comparison of Bids**

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| cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower’s country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.   |  |  |  | | --- | --- | --- | | **36. Abnormally Low Bids** | 36.1 | An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price |   36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document  36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid |

* 1. The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated

1. **Qualification of the Bidder** 
   1. The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
   2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

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|  | 37.3 | Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor. |
|  | 37.4 | An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder’s qualifications to perform satisfactorily. |
| **38. Purchaser’s Right to Accept Any Bid, and to Reject Any or All**  **Bids** | 38.1 | The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |
| **39. Standstill Period** | 39.1 | The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply. |
| **40. Notification of**  **Intention to Award** | 40.1 | The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information: |

* + 1. the name and address of the Bidder submitting the successful Bid;
    2. the Contract price of the successful Bid;
    3. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
    4. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
    5. the expiry date of the Standstill Period;
    6. instructions on how to request a debriefing and/or submit a complaint during the standstill period.

#### F. Award of Contract

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| **41. Award Criteria** | 41.1 | Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:  (a) substantially responsive to the bidding document; and (b) the lowest evaluated cost. |
| **42. Purchaser’s Right to Vary Quantities at**  **Time of Award** | 42.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document. |
| **43. Notification of**  **Award** | 43.1 | Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). |
|  | 43.2 | Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information: |

1. name and address of the Purchaser;
2. name and reference number of the contract being awarded, and the selection method used;
3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
5. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
6. successful Bidder’s Beneficial Ownership Disclosure Form.

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|  | 43.3 | The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online. |
|  | 43.4 | Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. |
| **44. Debriefing by the Purchaser** | 44.1 | On receipt of the Purchaser’s Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline. |
|  | 44.2 | Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period |
|  | 44.3 | Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. |

Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

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|  | 444.4 | Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting. |
| **45. Signing of Contract** | 45.1 | The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request. |
|  | 45.2 | The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt. |
|  | 45.3 | Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. |
| **46. Performance Security** | 46.1 | Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, 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, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser’s |

country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

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| --- | --- | --- |
|  | 46.2 | Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid. |
| **47. Procurement Related Complaint** | 47.1 | The procedures for making a Procurement-related Complaint are as specified in the BDS. |

# Section II - Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

|  |  |
| --- | --- |
| **ITB Reference** | **A. General** |
| **ITB 1.1** | The reference number of the Request for Bids (RFB) is:  **MOH/SDMS/CHERP/ONT-03/2023-2024**  The Purchaser is: **Ministry of Health, State Department for Medical Services- Covid-19 Health Emergency Response Project (CHERP)**  The name of the RFB is: **Supply, Delivery, installation, Testing and Commissioning of Medical Gases Piping System in Hola, Siaya and Kisumu County Referral Hospitals**  The number and identification of lots (contracts)comprising this RFB is:  **Lot No. 1: Supply, Delivery, Installation, Testing and Commissioning of Medical Gases Piping Systems at Hola County Hospital**  **Lot No. 2: Supply, Delivery, Installation, Testing and Commissioning of Medical Gases Piping Systems at Siaya and Kisumu County Hospitals** |
| **ITB 1.2(a)** | **Electronic –Procurement System**  The Purchaser shall use the following electronic-procurement system to manage this Bidding process: **NOT APPLICABLE** |
| **ITB 2.1** | The Borrower is: **Ministry of Health, State Department for Medical Services**  Loan or Financing Agreement amount: **IDA 65980**  The name of the Project is: **Covid-19 Health Emergency Response Project (CHERP)** |
| **ITB 4.1** | Maximum number of members in the Joint Venture (JV) shall be: **Three (3)** |
| **ITB 4.5** | A list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr.> |
|  | **B. Contents of Bidding Document** |
| **ITB 7.1** | For **Clarification of Bid purposes** only, the Purchaser’s address is: |

|  |  |
| --- | --- |
|  | Attention: **PRINCIPAL SECRETARY, STATE DEPARTMENT OF MEDICAL SERVICES**  Address: **Afya House, Cathedral Road**  Floor/ Room number*:* ***Afya House***  City:**Nairobi**  ZIP Code:**00100**  Country: **Nairobi**  Telephone: 254-0202717077  Facsimile number: 254-2719008  Electronic mail address: procurement@health.go.ke  Requests for clarification should be received by the Purchaser no later than: 9**th October 2024**  Web page: [www.tenders.go.ke](http://www.tenders.go.ke/) or [www.health.go.ke](http://www.health.go.ke) |
|  | **C. Preparation of Bids** |
| **ITB 10.1** | The language of the Bid is: **English**  All correspondence exchange shall be in **English language**.  Language for translation of supporting documents and printed literature is **English** |
| **ITB 11.1 (j)** | **The Bidder shall submit the documents as indicated in the evaluation criteria in Section III of this bid document** |
| **ITB 13.1** | Alternative Bids ***“shall not be”*** considered. |
| **ITB 14.5** | The prices quoted by the Bidder **“shall not”** be subject to adjustment during the performance of the Contract. |
| **ITB 14.6** | Prices quoted shall correspond at least ***100%*** percent of the items specified  Prices quoted for each item shall correspond at least to ***100%*** percent of the quantities specified |
| **ITB 14.7** | The Incoterms edition is: **2020 *edition****.* |
| **ITB 14.8 (b)(i)** | Place of destination: **The site/location as specified in this bidding document** |
| **ITB 14.8 (a)(iii), (b)(ii) and (c)(v)** | Final Destination is **as indicated and specified in this bidding document** |
| **ITB 15.1** | The Bidder ***“is”*** required to quote in the currency of the Purchaser’s Country the portion of the Bid Price that corresponds to expenditures incurred in that currency. |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***One Year Duration*** |
| **ITB 17.2 (a)** | Manufacturer’s Authorization is ***“Required”*** |
| **ITB 17.2 (b)** | After sales service is: ***“Required”*** |
| **ITB 18.1** | The bid validity period shall be **90 days**. |
| **ITB 18.3 (a)** | The Bid price shall be adjusted by the following factor(s): **No bid price adjustment is allowed** |
| **ITB 19.1** | A Bid Security for each of the Lots **“shall be”** required as follows:  **Lot 1: Kenya Shillings Nine Hundred and Sixty Thousand (Ksh. 960,000.00);**  **Lot 2: Kenya Shillings Two Million Three Hundred Thousand (Ksh. 2,300,000.00)**  The Bid Security shall be required in the form of unconditional demand Bank Guarantee, the amount and currency of the Bid Security shall be in Kenya Shillings, issued by a reputable financial institution recognized and regulated by the Central Bank of Kenya:  A Bid-Securing Declaration ***“shall not be*”** required.  ***[Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Purchaser will determine for which lot or lots the Bid Security amount shall be applied.]*** |
| **ITB 19.3 (d)** | Other types of acceptable securities: **None** |
| **ITB 20.1** | In addition to the ORIGINAL of the Bid, the number of COPIES is**: One Copy** |
| **ITB 20.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: A power of Attorney issued by a Commissioner of Oaths.** |
|  | **D. Submission and Opening of Bids** |
| **ITB 22.1** | For **Bid submission purposes** only, the Purchaser’s address is:  **Principal Secretary,**  **State Department for Medical Services,**  **Ministry of Health,**  **Afya House,**  **Cathedral Road,**  **P.O Box 30016-00100, Nairobi**  **Tel No: 020 2717077**  **Fax No: 254 2719008**  **Email: procurement@health.go.ke**  The deadline for Bid submission is**: 9th October, 2024**  Time: **11:00 a.m Local Time**  Bidders ***“shall not”*** have the option of submitting their Bids electronically. |
| **ITB 25.1** | The Bid opening shall take place at: **Afya House**  Street Address: **Cathedral Road, Nairobi**  Floor/Room number: **GTZ Boardroom**  City: **Nairobi**  Country: **Kenya**  Date: **9th October, 2024**  Time: **11:00 A.M. *Local Time*** |
| **ITB 25.6** | The Letter of Bid and Price Schedules shallbe initialed by **at-least Three** representatives of the Purchaser conducting Bid opening*.* |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 32.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: **Kenya Shillings**  The source of exchange rate shall be: **The Central Bank of Kenya**  The date for the exchange rate shall be: 9**Th October, 2024** |
| **ITB 33.1** | A margin of domestic preference ***“shall not”*** apply. |
| **ITB 34.2(a)** | Evaluation will be done on per Lot basis  Note:  *Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average or highest price* ***(as specified in the BDS)*** *of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.* |
| **ITB 34.6** | 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: ***Yes. The purchaser shall adjust 0.5% of the price per week for delay in delivery***  **(b)** Deviation in payment schedule: ***No.***   1. the cost of major replacement component, mandatory spare parts, and service: ***No.*** 2. the availability in the Purchaser’s Country of spare parts and aftersales services for the equipment offered in the Bid: ***Yes*** 3. Life cycle costs: the costs during the life of the goods or equipment: ***No***   **(f)** the performance and productivity of the equipment offered; ***Yes*** |
|  | **F. Award of Contract** |
| **ITB 42** | The maximum percentage by which quantities may be increased is: NIL  The maximum percentage by which quantities may be decreased is: NIL |
| **ITB 47.1** | The procedures for making a Procurement-related Complaint are detailed in the “[Procurement Regulations for IPF Borrowers](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework) (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:  **For the attention**: *Head, Supply Chain Management Services*  **Title/position**: *Deputy Director Supply Chain Management Services*  **Purchaser**: *State Department for Medical Services*  **Email address***: procurement@health.go.ke*  In summary, a Procurement-related Complaint may challenge any of the following:   1. the terms of the Bidding Documents; and 2. the Purchaser’s decision to award the contract. |

# Section III - Evaluation and Qualification Criteria

*This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.*

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**1. Margin of Preference (ITB 33)**

***[For off- the- shelf Goods, normally not applicable as remarked in the BDS, in which case delete this provision]***

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser’s Country for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive Bids will be classified in one of three groups, as follows:

1. **Group A:** Bids offering goods manufactured in the Purchaser’s Country, for which (i) labor, raw materials, and components from within the Purchaser’s Country account for more than thirty (30) percent of the EXW price; and (ii) 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 Bid submission;
2. **Group B:** All other Bids offering Goods manufactured in the Purchaser’s Country;
3. **Group C:** Bids offering Goods manufactured outside the Purchaser’s Country that have been already imported or that will be imported*.*

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its Bid, but merely in the Purchaser’s reclassification of the Bid into its appropriate Bid group.

The Purchaser will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules.

The Bids in each group will then be compared to determine the Bid with the lowest evaluated cost in that group. The lowest evaluated cost Bid from each group shall then be compared with each other and if as a result of this comparison a Bid from Group A or Group B is the lowest, it shall be selected for the award.

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

**Most Advantageous Bid**

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

1. **Evaluation (ITB 34)**

**2.1. Evaluation Criteria (ITB 34.6)**

The Purchaser’s evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6**,** usingthe following criteria and methodologies.

* 1. Delivery schedule. (As per Incoterms specified in the BDS)

*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 VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the “Earliest Delivery Date” specified in Section VII, Schedule of Requirements.*

* 1. Deviation in payment schedule. *[insert one of the following]*

(i) *Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

#### or

(i) *The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].*

(c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid price, for evaluation purposes only.*

**or**

(i) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS 16.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid price, for evaluation purposes only.*

1. Availability in the Purchaser’s Country of spare parts and after sales services for equipment offered in the Bid*.*

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

1. Performance and productivity of the equipment: *[insert one of the following]*

(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 Bid price, for evaluation purposes if specified in the BDS 34.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified below.

*[insert the methodology and criteria if applicable]* **or**

(ii) An adjustment to take into account the productivity of the goods offered in the Bid will be added to the Bid price, for evaluation purposes only, if specified in BDS 34.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Bid with respect to minimum required values, using the methodology specified below.

*[insert the methodology and criteria if applicable]*

**(g) Specific additional criteria**

**i. Preliminary Evaluation:**

The Bidder shall submit the following documents with its Bid:

a). Certified Certificate of Registration/ Incorporation

b). Valid Tax Compliance Certificate

c). Original Tender Document properly signed, stamped and chronologically paginated/serialized in the sequence 1,2,3…. From the cover page

d). Power of Attorney issued by a Commissioner of Oath and accepted by the dornee

e). Dully filled and signed Bidder Information Form

f). Bid Security **as indicated in the BDS**

g). Letter of Bid dully filled and signed on the Bidder’s Letterhead

h). Certified Current Business Permit

i). Bid Validity of 90 calendar days

j). Dully filled, signed, and stamped SEA/SH Form as required

k). Dully filled and signed Price Schedule corresponding to 100% of the requirements in each Lot applied.

**ii. Technical Evaluation:**

1. Demonstrate minimum annual turnover of Ksh. 100 million for the last three (3) years as shall be confirmed by audited accounts.

2. The bidder shall demonstrate through documentary evidence access to or has available liquid assets or line of credit from a financial institution for: **Lot 1 - KSh. 50 million** and **Lot 2 - Ksh. 100 million**.

3. The bidder MUST demonstrate that they have satisfactorily and substantially completed at least two (2 No.) contracts of a similar nature and complexity in the last three (3) years in the amount of KSh. 100 million.

4. Compliance with the product technical specifications and requirements.

5. Manufacturer’s Authorization Certificate clearly marked for the specific tender and/or Lot and addressed to the Purchaser

6. Original Brochures/Catalogues, in English

**ADDITIONAL TECHICAL REQUIREMENTS/SPECIAL CONDITIONS FOR THE MEDICAL GASES PIPING SYSTEM**

1. ORIGINAL MANUFACTURER BROCHURE/ CATALOGUE

Tenderers are required to submit with their offer an original manufacturer’s brochure/Catalogue for each product/item offered.

For the purpose of this tender an original manufacturer brochure/catalogue shall contain the following information;

* 1. Name and physical address of the product manufacturer, including the phone number, fax number, e-mail address, website (URL) and country.
  2. The product model name/number assigned by the manufacturer
  3. Colour picture of the product which must be clear and reasonably sized.
  4. Description of the product and its features
  5. Performance and technical specification of the product including any other technical data
  6. Dimensions of the product

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

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

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)

Brochure/catalogues shall be provided for the follow components of the Medical Gas Pipeline System (MGPS);

* Horizontal Bedhead unit
* Terminal units- Medical Oxygen, Medical Air, Vacuum
* Medical gases piping and fittings
* Central Alarm system and component
* Automatic manifold control system
* Cylinder manifold system for Medical Oxygen
* Cylinder manifold system for Medical Air
* Area Valve Service Unit (AVSA)
* Line Valve unit
* Pressure regulators
* Medical Air Plant
* Vacuum Plant

**Failure to submit an original manufacturer brochure/catalogue of any of the above-mentioned components/parts of the MGPS shall lead to disqualification of the product/item offered.**

1. MANUFACTURER AUTHORIZATION

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 and specific to the tender. The format of the Manufacturer Authorization shall be as indicated in the tender document.

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

1. QUALITY CERTIFICATION

The tenderer shall be required to submit a certificate of conformity to standards for each of the product offered as required in the technical specifications

For the certificate of conformity to be valid it shall comply with the following;

* + Issued by recognized and certified independent certification body to the manufacturer
  + It shall not have expired
  + Clearly specify the product(s) being manufactured or designed
  + State the location of the manufacturing plant
  + Must not contain any alterations whosoever

**Failure to submit certificate of quality that meets the above criteria shall lead to disqualification of the product/item offered.**

4. COMPLIANCE SHEET

* Tenderer will be required to submit, in additional to original manufacture brochure, a compliance sheet for each of the items offered. The tenderer must indicate on the compliance sheet whether the product/services offered comply with each item of the technical specification in the tender document. Any deviation from technical specifications shall be clearly stated.
* All the dimensions, capacities and performances of the product/services offered shall not be less than those required in the tender technical specifications. Deviations from the basic requirements, if any shall be explained in detail in writing in the compliance sheet, with supporting data such as calculation, etc. The procuring entity reserves the right to reject the product/services, if such deviations shall be found critical to the use and operation of the products.
* The tenderer shall be required to commit in writing and present supporting data for compliance with items in the tender technical specification which are not supported by original manufacturer’s brochure.
* In case of conflict between information /data presented in the original manufacturer brochure and the tenderer’s compliance sheet, the information /data in the original manufacture brochure shall prevail.
* The tenderer shall be required to submit ‘as fitted’ drawings of the medical gas pipeline system with details of pipeline routes. Drawing shall be submitted in hard copy 2 No (minimum A3 size) and soft copy

**Failure to submit compliance sheet shall lead to disqualification of the product/item offered.**

1. FALFICATION OF DOCUMENTS

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

1. REGISTRATION REQUIREMENT

The tenderer shall provide evidence of the following registration requirement;

* NCA 3 and above- Mechanical works/ Medical gas piping with Valid Practicing license for the lead contractor
* NCA 4 and Above- Building/Civil Works with Valid Practicing License
* NCA 4 and above Electrical works with Valid Practicing license
* EPRA class B and above with valid practicing license

**Failure to submit the above certificates shall lead to disqualification of the tenderer**

1. STAFF QUALIFICATION AND COMPETENCE REQUIREMENTS

The tenderer shall show evidence of the following staff

* 1 No. BSc Biomedical engineering or Mechanical engineering with at least 5-years experiences- Attach certificates and CV/Testimonials for the lead contractor
* 2 No. Diploma Biomedical Engineering or Mechanical engineering with at least 3-year experiences- Attach certificates and CV/Testimonials for the lead contractor
* 1 No. Diploma Electrical Engineering with at least 5-years experiences- Attach certificates and CV/Testimonials
* 1 No. Diploma Civil/Building with at least 5-years experiences- Attach certificates and CV/Testimonials
* 5 No. Artisans with at least 5-years experiences- Attach certificates and CV/Testimonials

**Failure to submit the above documentations shall lead to disqualification of the tenderer**

1. EXPERIENCE REQUIREMENT

The tenderer shall have successfully completed at least **three** similar works on MGPS over the last three years. Evidence in terms of LPO, contract, completion certificate to be provided. Referees names addresses and phone numbers to be provided as well.

**Failure to submit the above documentations shall lead to disqualification of the tenderer**

1. LOCAL BACK UP/SUPPORT

The tenderer shall provide evidence of local support to the MGPS in terms of installation and commissioning, preventive maintenance, repairs, spare parts availability, and training, throughout the life span in terms of workshop facilities, tools and measuring equipment and spare parts

**Failure to submit the above documentations shall lead to disqualification of the tenderer**

1. OPERATING ENVIRONMENT
   1. All electro medical equipment should comply with the following operating conditions where applicable;
   2. Operating Voltage: Three phase 415 V a.c, 50Hz,

Single-phase 240 V a.c, 50Hz

* 1. Operating Temperatures: 150 C to 360 C
  2. Humidity Range: 20% to 95%
  3. Altitude 0 to 3000m
  4. Environment: Dusty environment
  5. All electrical wiring where applicable must comply with current I.E.E or IEC wiring regulation currently in force.

**Failure to meet the above criteria shall lead to disqualification of the product/item offered**

1. PRODUCT AND ACCESSORIES
2. All MGPS components offered shall be models on **current production**, new and unused.
3. The tenderer shall supply all necessary accessories as part of the components which guarantee normal function of the equipment in accordance with the specifications.
4. When the spare parts are available from the manufacturer in packages whose quantity and contents differ from the specifications, the tenderer shall provide the spare parts in amount equivalent to the requirements of the specifications
5. Prices quoted shall include all costs of shipment and handling, delivery, pre-installation, installation, testing and commissioning of the products/services at the designated site

**Failure to meet the above criteria shall lead to disqualification of the product/item offered**

**NOTE:**

1. SITE VISIT

The bidders are encouraged to visit the site to verify all information required at their own expenses

2. BRANDING

All Medical Oxygen Piping System and all accompanying components shall be conspicuously and at intervals branded with the logo below on delivery/installation:



*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 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 Bid Prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*

**2.2. Multiple Contracts (ITB 34.4)**

If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (this Section III, Sub-Section ITB 37 Qualification Requirements) for a lot or combination of lots as the case may be.

In determining Bidder or Bidders that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

* + 1. evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
    2. for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;
    3. apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
    4. determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser.

**2.3. Alternative Bids (ITB 13.1)**

*An alternative if permitted under ITB 13.1, will be evaluated as follows:*

“A Bidder may submit an alternative Bid only with a Bid for the base case. The Purchaser shall only consider the alternative Bids offered by the Bidder whose Bid for the base case was determined to be the Most Advantageous Bid.”

1. **Qualification (ITB 37)**

**3.1 Qualification Criteria (ITB 37.1)**

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

* 1. **Financial Capability**: The Bidder shall submit audited financial statements or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Purchaser, for the last **Three** years prior to bid submission deadline, demonstrating the current soundness of the Bidder’s financial position. For a joint venture, this requirement shall be met by each member;
  2. **Specific Experience**: The Bidder shall demonstrate that it has successfully completed at least **Three**contracts within the last **three (3)** years *[e.g. three years]* prior to bid submission deadline, each with a value of at least KShs **30,000,000.00** that have been successfully and substantially completed and that are similar in nature and complexity to the Goods and Related Services under the Contract. For a joint venture, this requirement may be met by all members combined.
  3. **Documentary Evidence**: The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirements: *[list the requirement(s), as applicable]*

***[for off-the-shelf Goods, para. (e) may normally be the case, in which case para. (d) below shall be deleted.]***

* 1. *Manufacturer’s* authorization: A Bidder who does not manufacture an item/s **where a manufacturer authorization is required** in accordance with BDS ITB 17.2 (a), the

Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer’s Authorization Form, Section IV, Bidding Forms), meeting the criteria in (d) (i) and (ii) above, to supply the Goods;

* 1. A bidderwho does not manufacture an item/s **where a manufacturer authorization is not required** in accordance with BDS ITB 17.2 (a), the bidder shall submit documentation on, its status as a supplier, to the satisfaction of the Purchaser *(e.g. authorized dealer/ distributor of the items)*. At the time of Contract Award, the Bidder(including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.

# Section IV - Bidding Forms

### Table of Forms

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**Declaration...........................................................................................................................**

**Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be**

**Imported ..............................................................................................................................**

**Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already**

**imported\* .............................................................................................................................**

**Price Schedule: Goods Manufactured in the Purchaser’s Country ...............................**

**Price and Completion Schedule - Related Services .........................................................**

**Form of Bid Security ..........................................................................................................**

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**Manufacturer’s Authorization ..........................................................................................**

### Letter of Bid

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED*

*THE DOCUMENT*

*The Bidder must prepare this Letter of Bid on* ***stationery with its letterhead clearly showing the Bidder’s complete name and business address.***

*Note: All italicized text is to help Bidders in preparing this form.*

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

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

**Request for Bid No**.: [*insert identification*]

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

To: **[*insert complete name of Purchaser*]**

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser’s Country in accordance with ITB 4.7;
4. **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor]*.

We, including any of our subcontractors:

* 1. [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  2. [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  3. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]

1. **Conformity:** We offer to supply in conformity with the bidding 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*];
2. **Bid Price**: The total price of our Bid, 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 Bid 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*];

1. **Discounts**: The discounts offered and the methodology for their application are:
   1. The discounts offered are: [*Specify in detail each discount offered.*]
   2. The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
2. **Bid Validity**: Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1],* and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
3. **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
4. **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and weare not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
5. **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 World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
6. **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 ITB 4.6*];
7. **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding 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.”)

1. **Binding Contract**: We understand that this Bid, 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;
2. **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
3. **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.

**Name of the Bidder**: \*[*insert complete name of the Bidder*]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder**: \*\*[*insert complete name of person duly authorized to sign the Bid*]

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

**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 Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

### Bidder Information Form

*[The Bidder 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 Bid submission*]

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

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

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Name *[insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each member: *[insert legal name of each member in JV]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’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]*   * Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. * In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. * In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:   + Legal and financial autonomy   + Operation under commercial law   + Establishing that the Bidder is not under the supervision of the Purchaser   8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form. |

### Bidder’s JV Members Information Form

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

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

RFB No.: *[insert number of Bidding process]*

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

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Name: *[insert Bidder’s legal name]* |
| 2. Bidder’s JV Member’s name: *[insert JV’s Member legal name]* |
| 3. Bidder’s JV Member’s country of registration: *[insert JV’s Member country of registration]* |
| 4. Bidder’s JV Member’s year of registration: *[insert JV’s Member year of registration]* |
| 5. Bidder’s JV Member’s legal address in country of registration: *[insert JV’s Member legal address in country of registration]* |
| 6. Bidder’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]* |
| 7. 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 ITB 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 Purchaser, in accordance with ITB 4.6.   8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form. |

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture and each*

*subcontractor proposed by the Bidder]*

Bidder’s Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member’s or Subcontractor’s Name: *[insert* *full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| **SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements** |
| We:   * (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations * (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations * (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor. |
| **[*If (c) above is applicable*, *attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*** |

**Price Schedule Forms**

*[The Bidder 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 Purchaser in the Schedule of Requirements.]*

**Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | (Group C Bids, goods to be imported)  Currencies in accordance with ITB 15 | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB 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 *[insert place of destination]*  in accordance with ITB  14.8(b)(i) | CIP Price per line item  (Col. 5x6) | Price per line item for inland transportation and  other services required in the Purchaser’s Country to convey the Goods to their final destination specified in BDS | Total Price per Line item (Col. 7+8) |
| *[insert*  *number of the item]* | *[insert name of good]* | *[insert country of*  *origin of the Good]* | *[insert quoted Delivery*  *Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price CIP per unit]* | *[insert total CIP price per line item]* | *[insert the corresponding price per line item]* | *[insert total price of the line item]* |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | | | Total Price |  |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

### Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported\*

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | |  | (Group C Bids, Goods already imported)  Currencies in accordance with ITB 15 | | | |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N \_\_\_\_\_\_ of \_\_\_\_\_\_ | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Line Item N | Description of Goods | Country of Origin | Delivery  Date as defined by  Incoterms | Quantity and  physical unit | Unit price including  Custom Duties and Import  Taxes paid, in accordance with ITB  14.8(c)(i) | Custom Duties and Import Taxes paid per unit in  accordance with ITB 14.8(c)(ii),  [to be supported by documents] | Unit Price net of custom  duties and  import taxes, in accordance  with ITB 14.8  (c) (iii)  (Col. 6 minus Col.7) | Price per line item net of  Custom Duties and Import  Taxes paid, in accordance with  ITB 14.8(c)(i)  (Col. 58) | Price per line item for inland  transportation and other services  required in the Purchaser’s  Country to convey the goods to their  final destination, as specified in BDS in  accordance with  ITB 14.8 (c)(v) | Sales and other taxes paid or  payable per item if Contract is awarded (in  accordance with  ITB 14.8(c)(iv) | Total Price per line item  (Col. 9+10) |
| *[insert number of the item]* | *[insert name of*  *Goods]* | *[insert country of origin of the Good]* | *[insert quoted Delivery*  *Date]* | *[insert number of units to be supplied*  *and name*  *of the physical unit]* | *[insert unit price per unit]* | *[insert custom duties and taxes paid per unit]* | *[insert unit price net of custom duties and import taxes]* | *[ insert price per line item net of custom duties and import taxes]* | *[insert price per line item for inland transportation and other services required in the Purchaser’s Country]* | *[insert sales and other taxes payable per item*  *if Contract is awarded]* | *[insert total price per line item]* |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | | |  |  | | | |  |  | Total Bid Price |  |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* 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 Purchaser. For clarity the Bidders 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 the Purchaser’s Country**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Purchaser’s Country  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  | (Group A and B Bids)  Currencies in accordance with ITB 15 | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N \_\_\_\_\_\_ of \_\_\_\_\_\_ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 *[[2]](#footnote-2)* | 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 the Purchaser’s Country to  convey the Goods to their final destination | Cost of local labor, raw materials and  components with origin in the  Purchaser’s Country % of Col. 5 | Sales and other taxes payable per line item if Contract is  awarded (in accordance with  ITB 14.8(a)(ii) | Total Price per line item  (Col. 6+7) |
| *[insert*  *number of the item]* | *[insert name of Good]* | *[insert quoted*  *Delivery*  *Date]* | *[insert number of units to be supplied*  *and name*  *of the physical unit]* | *[insert EXW unit price]* | *[insert total*  *EXW price per line item]* | *[insert the corresponding price per line item]* | *[Insert cost of local labor, raw material and components from within the Purchase’s country as a % of the EXW price per line item]* | *[insert sales and other taxes payable per line item if Contract is awarded]* | *[insert total price per item]* |
|  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |
|  |  | |  |  |  | | | Total Price |  |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

**Price and Completion Schedule - Related Services**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  | Currencies in accordance with ITB 15 | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N \_\_\_\_\_\_ of \_\_\_\_\_\_ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service N | Description of Services (excludes inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination) | 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) |
| *[insert number of the Service ]* | *[insert name of Services]* | *[insert country of origin of the Services]* | *[insert delivery date at place of final*  *destination per Service]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert total price per item]* |
|  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | | Total Bid Price |  |  |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

### Form of Bid Security

#### (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**RFB No.:** *[Purchaser to insert reference number for the Request for Bids]*

**Alternative No***.: [Insert identification No if this is a Bid for an alternative]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Request for Bids No. \_\_\_\_\_\_\_\_\_\_ \_ (“the RFB”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid guarantee.

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:

1. has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant’s Letter of Bid, or any extended date provided by the Applicant; or
2. having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii)twenty-eight days after the expiry date of the Bid validity.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[Signature(s)]*

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

### Form of Bid Security (Bid Bond) – Not Applicable

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety],* **authorized to transact business in** *[name of country of Purchaser],* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*[[3]](#footnote-3) *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_\_, 20\_\_, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the

Principal:

1. withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
2. having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to: (i) execute the Contract agreement; or (ii) furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Corporate Seal (where appropriate)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Signature) (Signature)*

*(Printed name and title) (Printed name and title)*

### Form of Bid-Securing Declaration - Not Applicable

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid No.: *[number of RFB process]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
2. having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder**\***

Name of the person duly authorized to sign the Bid on behalf of the Bidder**\*\*** \_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Title of the person signing the Bid | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature of the person named above | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

**\***: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

### Manufacturer’s Authorization

*[If applicable only]*

*[The Bidder 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 Bidder shall include it in its Bid, if so indicated in the* ***BDS.****]*

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

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

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

To: *[insert complete name of Purchaser]*

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 Bidder]* to submit a Bid 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.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

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]*

Section V Eligible Countries

# Section V - Eligible Countries

#### Eligibility for the Provision of Goods, Works and Non-Consulting Services in Bank-Financed Procurement

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8(a) and ITB 5.1:**None**

Under ITB 4.8(b) and ITB 5.1: **None**

Section VI Fraud and Corruption

# Section VI - Fraud and Corruption

#### (Section VI shall not be modified)

1. **Purpose** 
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements** 
   1. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, subconsultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

* 1. To this end, the Bank:
     1. Defines, for the purposes of this provision, the terms set forth below as follows:
        1. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
        2. “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;
        3. “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;
        4. “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;
        5. “obstructive practice” is:
           1. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation 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

Section VI – Fraud and Corruption

* + - * 1. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
    1. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its subconsultants, 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;
    2. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
    3. Pursuant to the Bank’s Anti- Corruption Guidelines, and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[4]](#footnote-4) (ii) to be a nominated[[5]](#footnote-5) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
    4. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders

(applicants/proposers), consultants, contractors, and suppliers, and their subcontractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[[6]](#footnote-6) 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 Bank.

# Part 2 – Supply Requirements

**PART 2 – Supply Requirements**

Section VII – Schedule of Requirements

# Section VII - Schedule of Requirements

#### Contents

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#### Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIP, FOB, FCA terms that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Bidder’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

##### 1. List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]*

LOT NO. 1: **SUPPLY, INSTALLATION/EXTENSION, TESTING AND COMMISSIONING OF MEDICAL GASES PIPING SYSTEM AT HOLA COUNTY REFERRAL HOSPITAL-TANA RIVER COUNTY**

|  |  |  |  |
| --- | --- | --- | --- |
| **SCHEDULE OF REQUIREMENTS FOR MEDICAL GASES PIPING SYSTEM FOR HOLA COUNTY REFERRAL HOSPITAL (TANA RIVER COUNTY)** | | | |
| **No.** | **Description of work** | **County** | **Total cost (Ksh.)** |
| 1 | Supply, delivery and installation of Medical Gases Piping System (MGPS) comprising of 142 No. Bed head units, Cylinder manifold system, alarm system, and Vacuum plant at Hola County Referral Hospital as per attached technical specification | Tana River |  |
|  | TOTAL PROJECT COST (KSHS) CARRIED TO LETTER OF BID |  |  |

**SUPPLY, INSTALLATION/EXTENSION, TESTING AND COMMISSIONING OF MEDICAL GASES PIPING SYSTEM AT HOLA COUNTY REFERRAL HOSPITAL - TANA RIVER COUNTY**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Line**  **Item**  **No.** | **Description of Goods** | **Quantity** | **Physical unit** | **UNIT PRICE** | **TOTAL** | **Final**  **Destination**  **(Project Site) as specified in BDS** | **Delivery (as per Incoterms) Date** | | |
| **Earliest Delivery Date** | **Latest Delivery Date** | **Bidder’s offered**  **Delivery date [*to be provided by the Bidder*]** |
| 1 | Supply and install medical grade copper pipes for Medical Oxygen, compliant to BS EN 13348: 2016, Ø 12 mm for connection to terminal units/bedhead units (droppings) as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 300 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 2 | Supply and install medical grade copper pipes for Vacuum system, compliant to BS EN 13348: 2016, Ø 12 mm for connection to terminal units/bedhead units(dropping)as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces should be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 300 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 3 | Supply and install medical grade copper pipes for Medical Oxygen, compliant to BS EN 13348: 2016, Ø 15 mm for connection within the department building blocks as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 700 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 4 | Supply and install medical grade copper pipes for Vacuum system, compliant to BS EN 13348: 2016, Ø 15 mm for connection within the department building blocks as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 700 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 5 | Supply and install medical grade copper pipes for Medical Oxygen, compliant to BS EN 13348: 2016, Ø 22 mm for connection between department building blocks and into the main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 250 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 6 | Supply and install medical grade copper pipes for vacuum system, compliant to BS EN 13348: 2016, Ø 22 mm for connection between department building blocks and into the main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 250 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 7 | Supply and install medical grade copper pipes for Medical Oxygen, compliant to BS EN 13348: 2016, Ø 28 mm for main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 150 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 8 | Supply and install medical grade copper pipes for vacuum system, compliant to BS EN 13348: 2016, Ø 28 mm for main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 150 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 9 | Supply and install medical grade copper pipes for Medical Oxygen, compliant to BS EN 13348: 2016, Ø 35 mm for connection from main run into the plant house/ Liquid Oxygen tank/ main manifold system as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 120 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 10 | Supply and install medical grade copper pipes for Vacuum system, compliant to BS EN 13348: 2016, Ø 35 mm for connection from main run to the plant house/Medical vacuum plant system as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 120 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 11 | Supply and install separate Line valves (LVA),35 mm, for Oxygen, and vacuum compliant to BS EN ISO 7396-1:2007, as per specifications. | 9 | Number for each gas type |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 12 | Supply and install separate Area Valve Service Units (AVSU's) for oxygen and vacuum, compliant to BS EN ISO 7396-1:2007 as per specifications | 8 | Number for each gas type |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 13 | Supply and install separate bedhead unit service valves for oxygen, Air and vacuum lines as per specifications | 274 | No. |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 14 | Supply and install trunking for gas pipingϕ12mm and ϕ 15mm and electrical cables. All trunking shall be surface mounted on walls. The trunking shall be constructed from coated mildsteel or Galvanized sheet as per specifications. | 1000 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 15 | Supply and install trunking for gas piping ϕ22mm and electrical/ alarm/signal cables between department building block. The trunking shall be constructed from galvanized mild sheet and shall be mounted along the walkways/corridors as appropriated. The trunking may be welded or screw mounted along the corridors or walkways. Some part of the trunking may require to pass underground in which case appropriate underground covering conduits shall be used | 250 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 16 | Supply and install trunking for gas piping ϕ28 and ϕ35 mm and electrical/ alarm/signal cables between department building block and the main run and to the plant room . The trunking shall be constructed from galvanized mild sheet and shall be mounted along the walkways/corridors as appropriated. The trunking may be welded or screw mounted along the corridors or walkways. Some part of the trunking may require to pass underground in which case appropriate underground covering conduits shall be used | 270 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 17 | Installation of the pipeline distribution carcass on site for Oxygen, Air and Vacuum as per specifications. All pipe joining fittings such as couples, elbows, reducers, tees, and brackets shall comply with BS EN 1254-1:1998 and brazing work done as per specifications. Pipes shall be supported as per HTM2022/02-01 and marking/labeling done according to BS1710:2014 | 1 | Sum |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 18 | Supply and install a central alarm system for Oxygen, and vacuum comprising of central indicating panel, local/repeater panels, pressure sensors and all other accessories as follows; (refer to Technical Specifications) | 1 | Set |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| i) Central alarm panel 1 No. |  |  |
| ii) Repeater alarm panel 2 No. |  |  |
| iii) Area alarm panel 8 No. |  |  |
| 19 | Supply and install standard size Horizontal Bed head Unit (BHU), Type C complete with terminal units for oxygen and vacuum and electrical socket outlets and lighting as per specification (O2, VAC) | 129 | No. |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 20 | Supply and install standard size Horizontal Bed head unit (BHU) for theatre Type F, complete with terminal units for oxygen , vacuum, Air and electrical socket outlets as per specification (2xO2,2x VAC,1x MA) | 3 | No. |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 21 | Supply and install Medical Oxygen terminal units as per specification | 5 | No. |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 22 | Supply and install vacuum terminal units as per specification and drawings | 5 | No. |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 23 | Supply and Installation of Automatic cylinder Manifold system for Medical Oxygen, 10X2. The manifold system shall be complete with header, flex pigtail bull nose type, and double stage dual pressure regulator, automatic control system with indicator , test point and emergency inlet port as per specifications. The manifold shall be installed in the plantroom/house. The manifold shall be connected as a third source of Oxygen supply the the main hospital line. It shall be connected to the existing Oxygen Plant which shall be the primary source of Oxygen supply. Provision shall be made to allow the connection of the Liquid Oxygen tank which shall be the secondary oxygen supply. The contractor shall supply and install suitable automatic change over system for the three oxygen supply including non return valves, pressure sensors, safety gadgets and provision for manual operation in compliance with HTM 2022/02-01 requirement. | 1 | No. |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 24 | Supply, delivery and installation of a Vacuum plant, 1500lpm in the plant house as per specifications and connect to the vacuum MGPS. The system shall be installed complete with shut of valve, Vacuum control and monitoring/alarm system and relief valves. | 1 | No. |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 25 | Supply and install Electrical supply to Horizontal bedhead unit, Manifold control system and central alarm system as per specifications. | 1 | Sum |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 26 | Provide for Medical gas cylinder and manifold plant room/housing as per drawings and specifications | 1 | Sum |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 27 | Provide for 3 phase power supply from Distribution board to plant house. The cable shall be underground type 3core with Earth 35mm2. The cable shall be supplied and installed complete with Isolator switch 2 No, and MCB 100A 2No, housing to be included | 60 | M |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 28 | Making good all surfaces including painting after completion of works | 1 | Sum |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 29 | Allow for provision for supervision of the project work by project management team as per specification | 1 | Sum | - | **2,000,000.00** | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 30 | Testing, calibration and commissioning of the MGPS as per specification and standards | 1 | Sum |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 31 | Conduct user and technical training for staff | 1 | Sum |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 32 | Supply of Oxygen flow meters wall type complete with humidifier | 50 | No. |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 33 | Supply Suction bottles wall type | 50 | No. |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 34 | Labour Costs | 1 | Sum |  |  | Hola County Referral Hospital (Tana River County) | 90 Days | 120 Days |  |
| 35 | **Sub total** |  |  |  |  |  |  |  |  |
| 36 | VAT and other applicable taxes | 1 | Sum |  |  |  |  |  |  |
|  | **Total for Hola CRH (Ksh) carried to Schedule of Requirements** |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SCHEDULE OF BEDHEAD UNITS - HOLA COUNTY REFERRAL HOSPITAL- TANA RIVER COUNTY** | | | | | | | | | | | | |
| **No.** | **Department** | **Line Service Valve** | **Alarm** | **Area Service Valve** | **Terminal units (discrete)** | | | **Bed Head Units, Standard size, horizontal type (Type C)** | **Bed Head units for Theatre (Type F)** | **Bed Head units For ICU/HBU (Type G)** | **Remarks** |
|  |  |  | **O2** | **VAC** | **MA4** | **O2 and VAC** | **O2X2, VACX2, MA4** | **O2 X2, VACX2, and MA4X2** |
| **1** | **Accident and Emengency** |  |  |  |  |  |  |  |  |  |  |
|  | Resuscitation rooms |  |  |  |  |  |  |  |  |  | Under construction |
|  | Minor theatre |  |  |  |  |  |  | 2 |  |  | In the existing building |
|  | Post -Anesthesia Recovery |  |  |  |  |  |  |  |  |  | Under construction |
|  | Treatment rooms (Cubicles) |  |  |  |  |  |  |  |  |  | Under construction |
| 2 | **Theatres** | **1** |  |  |  |  |  |  |  |  |  |
|  | Operating rooms |  | 1 | 1 |  |  |  |  | 1 |  |  |
|  | Anesthetic rooms |  |  |  |  |  |  |  |  |  |  |
|  | Post -Anesthesia Recovery |  |  |  |  |  |  | 3 |  |  |  |
| 3 | **Maternity** | **1** |  |  |  |  |  |  |  |  |  |
|  | Acute Room |  | 1 | 1 |  |  |  | 2 |  |  |  |
|  | Labor/Delivery |  |  |  |  |  |  | 5 |  |  |  |
|  | Labor 1st Stage |  |  |  |  |  |  | 4 |  |  |  |
|  | Nursery/NBU |  |  |  |  |  |  | 8 |  |  |  |
|  | Antenatal ward |  |  |  |  |  |  | 3 |  |  |  |
|  | Post Natal wards |  |  |  |  |  |  | 7 |  |  |  |
|  | Maternity theatre |  |  |  |  |  |  |  | 2 |  |  |
| **4** | **Wards** | **4** |  |  |  |  |  |  |  |  |  |
|  | Female ward |  | 1 | 1 |  |  |  | 24 |  |  |  |
|  | Male Ward |  | 1 | 1 |  |  |  | 24 |  |  |  |
|  | Surgical ward (New) |  | 1 | 1 |  |  |  | 18 |  |  | Newly constructed |
|  | Pediatric ward |  | 1 | 1 |  |  |  | 18 |  |  |  |
| **5** | **Isolation ward** |  |  |  |  |  |  |  |  |  |  |
|  | COVID Ward |  |  |  |  |  |  |  |  |  | Wards Not being utilized |
|  | Other Infectious Diseases Wards |  |  |  |  |  |  |  |  |  | Wards Not being utilized |
| **6** | **Critical Care units** | **1** |  |  |  |  |  |  |  |  |  |
|  | ICU |  |  |  |  |  |  |  |  |  | **Under construction** |
|  | HDU |  |  |  |  |  |  |  |  |  | **Under construction** |
| **8** | **Renal unit** | **1** |  |  |  |  |  |  |  |  |  |
|  | Dialysis Area |  | 1 | 1 |  |  |  | 5 |  |  |  |
| **9** | **Outpatient Department** | **1** |  |  |  |  |  |  |  |  |  |
|  | Treatment rooms (Cubicles) |  | 1 | 1 | 5 | 5 |  | 6 |  |  |  |
|  | **TOTAL** | **9** | **8** | **8** | **5** | **5** | **0** | **129** | **3** | **0** |  |

LOT NO. 2: **SUPPLY, INSTALLATION/EXTENSION, TESTING AND COMMISSIONING OF MEDICAL GASES PIPING SYSTEM AT SIAYA COUNTY REFERRAL HOSPITAL - SIAYA COUNTY AND KISUMU COUNTY REFERRAL HOSPITAL – KISUMU COUNTY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SCHEDULE OF REQUIREMENTS FOR MEDICAL GASES PIPING SYSTEM FOR KISUMU AND SIAYA COUNTY REFERRAL HOSPITALS** | | | | |
| **No.** | **Description of work** | **County** | **Total cost (Ksh.)** |
| 1 | Supply, delivery and installation of Medical Gases Piping System (MGPS) comprising of 134 No. Bed head units, Cylinder manifold system, alarm system, Medical Air plant, and Vacuum plant at Siaya County Referral Hospital as per attached technical specification | Siaya |  |
| 2 | Supply, delivery and installation of Medical Gases Piping System (MGPS) comprising of 64 No. Bed head units, Cylinder manifold system, alarm system, Medical Air plant, and Vacuum plant at Kisumu County Referral Hospital as per attached technical specification | Kisumu |  |
|  | TOTAL PROJECT COST (KISUMU AND SIAYA CRH) (KSH) CARRIED TO LETTER OF BID |  |  |

LOT NO. 2; (LINE ITEM 1): **SUPPLY, INSTALLATION/EXTENSION, TESTING AND COMMISSIONING OF MEDICAL GASES PIPING SYSTEM AT SIAYA COUNTY REFERRAL HOSPITAL - SIAYA COUNTY**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Line**  **Item**  **No.** | **Description of Goods** | **Quantity** | **Physical unit** | **Unit Cost** | **Total** | **Final**  **Destination**  **(Project Site) as specified in BDS** | **Delivery (as per Incoterms) Date** | | |
| **Earliest Delivery Date** | **Latest Delivery Date** | **Bidder’s offered**  **Delivery date [*to be provided by the Bidder*]** |
| 1 | Supply and install medical grade copper pipes for **Medical Oxygen**, compliant to BS EN 13348: 2016, **Ø 12 mm** for connection to terminal units/bedhead units (droppings) as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 300 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 2 | Supply and install medical grade copper pipes for **Medical air system**, compliant to BS EN 13348: 2016, **Ø 12 mm** for connection to terminal units/bedhead units(dropping)as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces should be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 50 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 3 | Supply and install medical grade copper pipes for **Vacuum system**, compliant to BS EN 13348: 2016, **Ø 12 mm** for connection to terminal units/bedhead units(dropping)as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces should be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 300 | m |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 4 | Supply and install medical grade copper pipes for **Medical Oxygen**, compliant to BS EN 13348: 2016, **Ø 15 mm** for connection within the department building blocks as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 950 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 5 | Supply and install medical grade copper pipes for **Vacuum system**, compliant to BS EN 13348: 2016, **Ø 15 mm** for connection within the department building blocks as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 950 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 6 | Supply and install medical grade copper pipes for **Medical Air**, compliant to BS EN 13348: 2016, **Ø 15 mm** for connection within the department building blocks as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 950 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 7 | Supply and install medical grade copper pipes for **Medical Oxygen**, compliant to BS EN 13348: 2016, **Ø 22 mm** for connection between department building blocks and into the main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 350 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 8 | Supply and install medical grade copper pipes for **vacuum system**, compliant to BS EN 13348: 2016, **Ø 22 mm** for connection between department building blocks and into the main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 350 | m |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 9 | Supply and install medical grade copper pipes for **Medical Air**, compliant to BS EN 13348: 2016, **Ø 22 mm** for connection between department building blocks and into the main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 350 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 10 | Supply and install medical grade copper pipes for **Medical Oxygen**, compliant to BS EN 13348: 2016, **Ø 28 mm** for main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 300 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 11 | Supply and install medical grade copper pipes for **vacuum system**, compliant to BS EN 13348: 2016, **Ø 28 mm** for main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 300 | m |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 12 | Supply and install medical grade copper pipes for **Medical Air**, compliant to BS EN 13348: 2016, **Ø 28 mm** for main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 300 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 13 | Supply and install medical grade copper pipes for **Medical Oxygen**, compliant to BS EN 13348: 2016, **Ø 35 mm** for connection from main run into the plant house/ Liquid Oxygen tank/ main manifold system as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 150 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 14 | Supply and install medical grade copper pipes for **Vacuum system**, compliant to BS EN 13348: 2016, **Ø 35 mm** for connection from main run to the plant house/Medical vacuum plant system as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 150 | m |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 15 | Supply and install medical grade copper pipes for **Medical Air**, compliant to BS EN 13348: 2016, **Ø 35 mm** for connection from main run to the plant house/Medical vacuum plant system as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 150 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 16 | Supply and install separate Line valves (LVA),35 mm, for Oxygen, and vacuum compliant to BS EN ISO 7396-1:2007, as per schedule of terminal units and specifications. | 8 | Number for each gas type |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 17 | Supply and install separate Area Valve Service Units (AVSU's) for oxygen and vacuum, compliant to BS EN ISO 7396-1:2007 as schedule of terminal units per specifications | 8 | Number for each gas type |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 18 | Supply and install separate bedhead unit service valves for oxygen, Air and vacuum lines as per specifications | 402 | No. |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 19 | Supply and install trunking for gas pipingϕ12mm and ϕ 15mm and electrical cables. All trunking shall be surface mounted on walls. The trunking shall be constructed from coated mild steel or Galvanized sheet as per specifications. | 1250 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 20 | Supply and install trunking for gas piping ϕ22mm and electrical/ alarm/signal cables between department building block. The trunking shall be constructed from galvanized mild sheet and shall be mounted along the walkways/corridors as appropriated. The trunking may be welded or screw mounted along the corridors or walkways. Some part of the trunking may require to pass underground in which case appropriate underground covering conduits shall be used | 350 | m |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 21 | Supply and install trunking for gas piping ϕ28 and ϕ35 mm and electrical/ alarm/signal cables between department building block and the main run and to the plant room. The trunking shall be constructed from galvanized mild sheet and shall be mounted along the walkways/corridors as appropriated. The trunking may be welded or screw mounted along the corridors or walkways. Some part of the trunking may require to pass underground in which case appropriate underground covering conduits shall be used | 450 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 22 | Installation of the pipeline distribution carcass on site for Oxygen, Air and Vacuum as per specifications. All pipe joining fittings such as couples, elbows, reducers, tees, and brackets shall comply with BS EN 1254-1:1998 and brazing work done as per specifications. Pipes shall be supported as per HTM2022/02-01 and marking/labeling done according to BS1710:2014 | 1 | Sum |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 23 | Supply and install a central alarm system for Oxygen, and vacuum comprising of central indicating panel, local/repeater panels, pressure sensors and all other accessories as follows; (refer to Technical Specifications) | 1 | Set |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| i) Central alarm panel 1 No. |
| ii) Repeater alarm panel 2 No. |
| iii) Area alarm panel 8 No. |
| 24 | Supply and install standard size Horizontal Bed head Unit (BHU), Type C complete with terminal units for oxygen and vacuum and electrical socket outlets and lighting as per specification (O2, VAC) | 122 | No. |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 25 | Supply and install standard size Horizontal Bed head unit (BHU) for theatre Type E, complete with terminal units for oxygen, vacuum, Air and electrical socket outlets as per specification (O2, VAC, MA) | 7 | No. |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 26 | Supply and install standard size Horizontal Bed head unit (BHU) for ICU/HDU, Type G, complete with terminal units for oxygen, vacuum, Air, electrical socket outlets and lighting as per specification (O2X2, VACx2, MAX2) | 5 | No. |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 27 | Allow for provision for installation for electrical supply to Horizontal bedhead unit, Manifold control system and central alarm system as per specifications. | 1 | Sum |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 28 | Making good all surfaces including painting after completion of works | 1 | Sum |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 29 | Supply and Installation of Automatic cylinder Manifold system for Medical Oxygen, 3X2. The manifold system shall be complete with header, flex pigtail bull nose type, and double stage dual pressure regulator, automatic control system with indicator, test point and emergency inlet port as per specifications. The manifold shall be installed in the existing sheds/house beside the ward buildings as indicated in the schedule of terminal units sheet. The manifold shall be connected such that the liquid oxygen is the primary supply while the oxygen cylinder is the secondary supply. Provision for manual operation shall be allowed in case of failure of the automatic system in compliance with HTM 2022/02-01 requirement. | 6 | No. |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 30 | Supply and Installation of Automatic cylinder Manifold system for Medical Air, 10X2. The manifold system shall be complete with header, flex pigtail bull nose type, and double stage dual pressure regulator, automatic control system with indicator, test point and emergency inlet port as per specifications. The manifold shall be installed in the plantroom/house. The manifold shall be connected as a secondary supply of medical air to the main hospital line. The Medical Air plant shall be the primary source. The automatic change over switch shall be capable of ensuring continuity of supply from the primary source and the secondary source and vice-versa. The contractor ensures that the automatic change over system is installed complete with non-return valves, pressure sensors, safety gadgets and provision for manual operation in compliance with HTM 2022/02-01 requirement. | 1 | No. |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 31 | Supply, delivery and installation of a Vacuum plant, 1500lpm in the plant room as per specifications and connect to the vacuum MGPS. The system shall be installed complete with shut of valve, Vacuum control and monitoring/alarm system and relief valves. | 1 | No. |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 32 | Supply, delivery and installation of a Medical Air plant, 500lpm in the plant room as per specifications and connect to the MGPS throughout the Automatic change over system. The system shall be installed complete with shut of valve, Vacuum control and monitoring/alarm system and relief valves. | 1 | No. |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 33 | Allow for provision for construction of a medical gases plant room shed as per specifications. The shed shall be able to accommodate the medical air plant, vacuum plant, and the gas manifold systems | 1 | Sum |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 34 | Provide for 3 phase power supply from Main Power Distribution board to plant room shed. The cable shall be undergroud type 3core with Earth 35mm2. The cable shall be supplied and installed complete with Isolator switch 2 No, and MCB 100A 2No | 100 | M |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 35 | Allow for provision for supervision of the project work by project management team as per specification | 1 | Sum | - | **2,000,000.00** | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 36 | Testing, calibration and commissioning of the MGPS as per specification and standards | 1 | Sum |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 37 | Conduct user and technical training for staff | 1 | Sum |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 38 | Supply of Oxygen flow meters wall type complete with humidifier | 50 | No. |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 39 | Supply Suction bottles wall type | 50 | No. |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 40 | Labor Costs | 1 | Sum |  |  | Siaya County Referral Hospital - (Siaya County) | 90 Days | 120 Days |  |
| 41 | **Sub total** |  |  |  |  |  |  |  |  |
| 42 | VAT and other applicable taxes | 1 | Sum |  |  |  |  |  |  |
|  | **Total for Siaya CRH (Kshs) carried to Schedule of Requirements** |  |  |  |  |  |  |  |  |

**SCHEDULE OF BEDHEAD UNITS - SIAYA COUNTY REFERRAL HOSPITAL- SIAYA COUNTY**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Department** | **Line Service Valve** | **Alarm** | **Manifold for Oxygen 3 X 2** | **Area Service Valve** | **Terminal units (discrete)** | | | **Bed Head Units, Small size, horizontal type (Type A)** | **Bed Head Units, Standard size, horizontal type (Type B)** | **Bed Head Units, Standard size, horizontal type (Type C)** | **Bed Head Units for two oxygen and two vacuum terminals, horizontal type (Type D)** | **Bed Head units for Theatre, Standard (Type E)** | **Bed Head units for Theatre (Type F)** | **Bed Head units for ICU/HBU (Type G)** |  |
| **O2** | **VAC** | **MA4** | **O2 and VAC** | **O2 X 2** | **O2 and VAC** | **O2 X 2 and VAC X 2** | **O2, VAC, MA4** | **O2X2, VACX2, MA4** | **O2 X2, VACX2, and MA4X2** | **Remarks** |
| **1** | **Accident and Emergency** | **1** | **1** | **1** | **1** |  |  |  |  |  |  |  |  |  |  |  |
|  | Resuscitation rooms |  |  |  |  |  |  |  |  |  | 5 |  |  |  |  |  |
|  | Minor theatre |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 | **Theatres** | **1** | **1** | **1** | **1** |  |  |  |  |  |  |  |  |  |  |  |
|  | Operating rooms |  |  |  |  |  |  |  |  |  |  |  | 4 |  |  |  |
|  | Post -Anesthesia Recovery |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **3** | **Wards** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Female ward | 1 | 1 |  | 1 |  |  |  |  |  | 20 |  |  |  |  |  |
|  | Male Ward | 1 | 1 |  | 1 |  |  |  |  |  | 20 |  |  |  |  |  |
|  | Female Surgical |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Male surgical |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Pediatric ward | 1 | 1 | 1 | 1 |  |  |  |  |  | 17 |  |  |  |  |  |
| **4** | **Maternity** | **1** | **1** | **1** | **1** |  |  |  |  |  |  |  |  |  |  |  |
|  | Delivery room |  |  |  |  |  |  |  |  |  | **5** |  |  |  |  |  |
|  | Ante Natal |  |  |  |  |  |  |  |  |  | **16** |  |  |  |  |  |
|  | Post Natal |  |  |  |  |  |  |  |  |  | **18** |  |  |  |  |  |
|  | NBU- Incubator |  |  |  |  |  |  |  |  |  | **8** |  |  |  |  |  |
|  | NBU- Baby cot |  |  |  |  |  |  |  |  |  | **4** |  | **3** |  |  |  |
|  | NBU- Resuscitation |  |  |  |  |  |  |  |  |  | **2** |  |  |  |  |  |
|  | NBU- Isolation |  |  |  |  |  |  |  |  |  | **2** |  |  |  |  |  |
| **5** | **Isolation** | **1** | **1** | **1** | **1** |  |  |  |  |  |  |  |  |  |  |  |
|  | Isolation |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **6** | **Renal unit** | **1** | **1** |  | **1** |  |  |  |  |  |  |  |  |  |  |  |
|  | Dialysis Area |  |  |  |  |  |  |  |  |  | 5 |  |  |  |  |  |
| **7** | **ICU** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ICU |  |  | 1 |  |  |  |  |  |  |  |  |  |  | 5 |  |
|  | **TOTAL** | **8** | **8** | **6** | **8** | **0** | **0** | **0** | **0** | **0** | **122** | **0** | **7** | **0** | **5** |  |

LOT NO. 2 (LINE ITEM 2): **SUPPLY, INSTALLATION/EXTENSION, TESTING AND COMMISSIONING OF MEDICAL GASES PIPING SYSTEM AT KISUMU COUNTY REFERRAL HOSPITAL-KISUMU COUNTY**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Line**  **Item**  **No.** | **Description of Goods** | **Quantity** | **Physical unit** | **Unit Cost** | **Total** | **Final**  **Destination**  **(Project Site) as specified in BDS** | **Delivery (as per Incoterms) Date** | | |
| **Earliest Delivery Date** | **Latest Delivery Date** | **Bidders offered**  **Delivery date [*to be provided by the Bidder*]** |
| 1 | Supply and install medical grade copper pipes for **Medical Oxygen**, compliant to BS EN 13348: 2016, **Ø 12 mm** for connection to terminal units/bedhead units (droppings) as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 140 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 2 | Supply and install medical grade copper pipes for **medical air system**, compliant to BS EN 13348: 2016, **Ø 12 mm** for connection to terminal units/bedhead units(dropping)as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces should be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 40 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 3 | Supply and install medical grade copper pipes for **Vacuum system**, compliant to BS EN 13348: 2016, **Ø 12 mm** for connection to terminal units/bedhead units(dropping)as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces should be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 140 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 4 | Supply and install medical grade copper pipes for **Medical Oxygen**, compliant to BS EN 13348: 2016, **Ø 15 mm** for connection within the department building blocks as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 350 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 5 | Supply and install medical grade copper pipes for **Vacuum system**, compliant to BS EN 13348: 2016, **Ø 15 mm** for connection within the department building blocks as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 350 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 6 | Supply and install medical grade copper pipes for **Medical Air**, compliant to BS EN 13348: 2016, **Ø 15 mm** for connection within the department building blocks as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 60 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 7 | Supply and install medical grade copper pipes for **Medical Oxygen**, compliant to BS EN 13348: 2016, **Ø 22 mm** for connection between department building blocks and into the main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 100 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 8 | Supply and install medical grade copper pipes for **vacuum system**, compliant to BS EN 13348: 2016, **Ø 22 mm** for connection between department building blocks and into the main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 100 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 9 | Supply and install medical grade copper pipes for **Medical Air**, compliant to BS EN 13348: 2016, **Ø 22 mm** for connection between department building blocks and into the main run as per specifications. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 50 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 10 | Supply and install medical grade copper pipes for **Medical Oxygen**, compliant to BS EN 13348: 2016, **Ø 28 mm** for main run as per specifications. The pipe shall be connected to the existing main run of Ø 28. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016 . All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 100 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 11 | Supply and install medical grade copper pipes for **vacuum system**, compliant to BS EN 13348: 2016, **Ø 28 mm** for main run as per specifications. The inlets of the pipe shall be connected to the vacuum plant in the plant room. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 150 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 12 | Supply and install medical grade copper pipes for **Medical Air**, compliant to BS EN 13348: 2016, **Ø 28 mm** for main run as per specifications. The inlet of the pipe shall be connected to the medical air plant in the plant room. All copper fitters such as elbows, couplers, tee junction and reduces shall be medical grade type and comply with BS EN 13348 :2016. All joint must be brazed with copper to MGPS industry standard as per specifications. The pipes shall be installed and supported at intervals as specified in HTM 2022/02-01 | 50 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 13 | Supply and install separate Line valves (LVA), 35 mm, for Oxygen, and vacuum compliant to BS EN ISO 7396-1:2007, as per schedule of terminal units and specifications. | 5 | Number for each gas type |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 14 | Supply and install separate Area Valve Service Units (AVSU's) for oxygen and vacuum, compliant to BS EN ISO 7396-1:2007 as schedule of terminal units per specifications | 5 | Number for each gas type |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 15 | Supply and install separate bedhead unit service valves for oxygen, Air and vacuum lines as per specifications | 192 | No. |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 16 | Supply and install trunking for gas pipingϕ12mm and ϕ 15mm and electrical cables. All trunking shall be surface mounted on walls. The trunking shall be constructed from coated mild steel or Galvanized sheet as per specifications. | 500 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 17 | Supply and install trunking for gas piping ϕ22mm and electrical/ alarm/signal cables between department building block. The trunking shall be constructed from galvanized mild sheet and shall be mounted along the walkways/corridors as appropriated. The trunking may be welded or screw mounted along the corridors or walkways. Some part of the trunking may require to pass underground in which case appropriate underground covering conduits shall be used | 100 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 18 | Supply and install trunking for gas piping ϕ28 and electrical/ alarm/signal cables between department building block and the main run and to the plant room. The trunking shall be constructed from galvanized mild sheet and shall be mounted along the walkways/corridors as appropriated. The trunking may be welded or screw mounted along the corridors or walkways. Some part of the trunking may require to pass underground in which case appropriate underground covering conduits shall be used | 200 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 19 | Installation of the pipeline distribution carcass on site for Oxygen, Air and Vacuum as per specifications. All pipe joining fittings such as couples, elbows, reducers, tees, and brackets shall comply with BS EN 1254-1:1998 and brazing work done as per specifications. Pipes shall be supported as per HTM2022/02-01 and marking/labeling done according to BS1710:2014 | 1 | Sum |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 20 | Supply and install a central alarm system for Oxygen, and vacuum comprising of central indicating panel, local/repeater panels, pressure sensors and all other accessories as follows; (refer to Technical Specifications) | 1 | Set |  |  | Kisumu County Referral Hospital - (Kisumu County) |  |  |  |
| i) Central alarm panel 1 No. |  |  |
| ii) Repeater alarm panel 2 No. |  |  |
| iii) Area alarm panel 5 No. |  |  |  |  |  |  |
| 21 | Supply and install standard size Horizontal Bed head Unit (BHU), Type C complete with terminal units for oxygen and vacuum and electrical socket outlets and lighting as per specification (O2, VAC) | 45 | No |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 22 | Supply and install standard size Horizontal Bed head unit Type D complete with terminal units for oxygen and vacuum and electrical socket outlets and lighting as per specification (O2 X2, VACX2) | 14 | No |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 23 | Supply and install standard size Horizontal Bed head unit (BHU) for theatre Type E, complete with terminal units for oxygen, vacuum, Air and electrical socket outlets as per specification (O2, VAC, MA) | 2 | No |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 24 | Supply and install standard size Horizontal Bed head unit (BHU) for theatre Type F, complete with terminal units for oxygen, vacuum, Air and electrical socket outlets as per specification (O2X2, VACx2, MAX1) | 3 | No. |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 25 | Allow for provision for installation for electrical supply to Horizontal bedhead unit, Manifold control system and central alarm system as per specifications. | 1 | Sum |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 26 | Making good all surfaces including painting after completion of works | 1 | Sum |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 27 | Supply and Installation of Automatic Oxygen Gas change over system in the existing plant house. The system shall enable uninterrupted supply of medical oxygen to the main hospital pipeline system from two oxygen supply sources. The liquid oxygen tank shall be the primary supply and the cylinder manifold system shall be the secondary supply. The change over system shall be installed complete with shut off valves, pressure switches, relief valves, non-return valves and alarm system. Provision shall be made for manual operation in case of failure of the automatic system. The system shall comply with relevant provisions of HTM 2022/02-01 requirement. | 1 | No. |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 28 | Construction of Medical gas plant room shed near the operating theatre as per specifications. Plant room/shed shall accommodate the medical air cylinder manifold, the medical air plant, and the vacuum plant, d the gas manifold system | 1 | Sum |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 29 | Supply and Installation of Automatic cylinder Manifold system for Medical Air, 4X2. The manifold system shall be complete with header, flex pigtail bull nose type, and double stage dual pressure regulator, automatic control system with indicator, test point and emergency inlet port as per specifications. The manifold shall be installed in the newly constructed plantroom/shed. The manifold shall be connected as the secondary source of medical air. The primary supply shall be the medical air plant. The contractor shall supply and install suitable automatic change over system for the two medical air sources including non-return valves, pressure sensors, safety gadgets and provision for manual operation in compliance with HTM 2022/02-01 requirement. | 1 | No. |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 30 | Supply, delivery and installation of a Vacuum plant, 1500lpm at the newly constructed plant room/shed as per specifications and connect to the vacuum MGPS. The system shall be installed complete with shut of valve, Vacuum control and monitoring/alarm system and relief valves. | 1 | No. |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 31 | Supply, delivery and installation of a Medical Air plant, 500lpm in the newly constructed plant room/shed as per specifications and connect to the MGPS throughout the Automatic change over system. The system shall be installed complete with shut of valve, Vacuum control and monitoring/alarm system and relief valves. | 1 | No. |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 32 | Provide for 3 phase power supply from Main Power Distribution board to plant room shed. The cable shall be underground type 3core with Earth 35mm2. The cable shall be supplied and installed complete with Isolator switch 2 No, and MCB 100A 2No. The vacuum plant and the Medical Air plant shall be connected to separate sub circuit. | 50 | M |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 33 | Allow for provision for supervision of the project work by project management team as per specification | 1 | Sum | - | **1,500,000.00** | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 34 | Testing, calibration and commissioning of the MGPS as per specification and standards | 1 | Sum |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 35 | Conduct user and technical training for staff | 1 | Sum |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 36 | Supply of Oxygen flow meters wall type complete with humidifier | 50 | No. |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 37 | Supply Suction bottles wall type | 50 | No. |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 38 | Labour Costs | 1 | Sum |  |  | Kisumu County Referral Hospital - (Kisumu County) | 90 Days | 120 Days |  |
| 39 | **Sub total** |  |  |  |  |  |  |  |  |
| 40 | VAT and other applicable taxes | 1 | Sum |  |  |  |  |  |  |
|  | **Total for Kisumu CRH (Ksh.) carried to Schedule of Requirements** |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SCHEDULE OF BEDHEAD UNITS - KISUMU COUNTY REFERRAL HOSPITAL- KISUMU COUNTY | | | | | | | | | | | | | |  | |  | |  | |
| **No.** | **Department** | **Line Service Valve** | **Alarm** | **Area Service Valve** | **Terminal units (discrete)** | | | **Bed Head Units, Small size, horizontal type (Type A)** | **Bed Head Units, Standard size, horizontal type (Type B)** | **Bed Head Units, Standard size, horizontal type (Type C)** | **Bed Head Units for two oxygen and two vacuum terminals, horizontal type (Type D)** | **Bed Head units for Theatre, Standard (Type E)** | **Bed Head units for Theatre (Type F)** | | **Bed Head units for ICU/HBU (Type G)** | | **Remarks** | |
|  |  |  | **O2** | **VAC** | **MA4** | **O2 and VAC** | **O2 X 2** | **O2 and VAC** | **O2 X 2 and VAC X 2** | **O2, VAC, MA4** | **O2X2, VACX2, MA4** | | **O2 X2, VACX2, and MA4X2** | |
| 1 | **Theatres** |  |  |  |  |  |  |  |  |  |  |  |  | |  | |  | |
|  | Operating room 1 | 1 | 1 | 1 |  |  |  |  |  |  |  |  | 1 | |  | |  | |
|  | Operating room 2 |  |  |  |  |  |  |  |  |  |  |  | 2 | |  | |  | |
|  | Post -Anesthesia Recovery |  |  |  |  |  |  |  |  |  |  | 2 |  | |  | |  | |
| **2** | **Wards** |  |  |  |  |  |  |  |  |  |  |  |  | |  | |  | |
|  | Surgical ward- Ward 5 (Male) | 1 | 1 | 1 |  |  |  |  |  | 4 |  |  |  | |  | |  | |
|  | Surgical ward- Ward 5 (Female) |  |  |  |  |  |  |  |  | 4 |  |  |  | |  | |  | |
|  | Ward 2 | 1 | 1 | 1 |  |  |  |  |  | 7 |  |  |  | |  | |  | |
|  | Medical ward- Ward 3 (Male) | 1 | 1 | 1 |  |  |  |  |  | 4 |  |  |  | |  | |  | |
|  | Medical ward- Ward 3 (Female) |  |  |  |  |  |  |  |  | 4 |  |  |  | |  | |  | |
|  | Pediatric Ward 4 (piping done) |  |  |  |  |  |  |  |  |  |  |  |  | |  | |  | |
| **3** | **Maternity** |  |  |  |  |  |  |  |  |  |  |  |  | |  | |  | |
|  | Acute Room | 1 | 1 | 1 |  |  |  |  |  | **3** |  |  |  | |  | |  | |
|  | Post Natal (SVD) |  |  |  |  |  |  |  |  | **3** |  |  |  | |  | |  | |
|  | Labor (Delivery) |  |  |  |  |  |  |  |  | **4** |  |  |  | |  | |  | |
|  | Antenatal ward (ANC) |  |  |  |  |  |  |  |  | **6** |  |  |  | |  | |  | |
|  | Post CS |  |  |  |  |  |  |  |  | **6** |  |  |  | |  | |  | |
|  | NBU |  |  |  |  |  |  |  |  |  | **14** |  |  | |  | |  | |
|  | **TOTAL** | **5** | **5** | **5** | **0** | **0** | **0** | **0** | **0** | **45** | **14** | **2** | **3** | | **0** | |  | |

##### 2. List of Related Services and Completion Schedule

*[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Service** | **Description of Service** | **Quantity[[7]](#footnote-7)** | **Physical Unit** | **Place where Services shall be performed** | **Final**  **Completion**  **Date(s) of**  **Services** |
| *[****insert***  ***Service***  ***No****]* | *[****insert description of Related Services****]* | *[****insert quantity of items to be supplied****]* | *[****insert physical unit for the items****]* | *[****insert name of the***  ***Place****]* | *[****insert required***  ***Completion Date(s)****]* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

##### 3. Technical Specifications

***Technical Specifications***

MINISTRY OF HEALTH

TECHNICAL SPECIFICATIONS FOR MEDICAL GASES PIPELINE SYSTEM – HOLA, SIAYA, MAKUENI, BUNGOMA, KISUMU AND KITALE (TRANSNZOIA) COUNTY REFERRAL HOSPITALS

1. **General Technical Specification**

The scope of the Medical Gas Pipeline System (MGPS) shall be to deliver efficient and safe medical Oxygen, Air, and vacuum from the source of supply to terminal units and bedhead units through an appropriate pipeline distribution system. The MGPS shall be installed in Accident and Emergency Department, Theatres, Maternity and newborn units, wards, Critical care units, Isolation areas, Renal and Outpatient Departments.

The number and type of terminal units/Bedhead units are indicated in the schedule of terminal units’ sheet. Any request for variations shall be authorized by the project manager so long as the total assigned terminal units (bed space) is not exceeded. The MGPS shall consist of;

1. Medical Oxygen, Medical Air and vacuum supplied from: -
2. Medical Oxygen ; Cryogenic Medical Oxygen Liquid tank/ Oxygen Cylinders in an Oxygen Manifold
3. Medical Air ; Medical Air plant/Manifold for compressed medical air in cylinders
4. Vacuum : Duo Medical Vacuum plant
5. Bedhead terminal units,
6. Individual terminal units for Medical Oxygen, Air, and Vacuum
7. Gas specific pipeline distribution system
8. Non-interchangeability between components of the different gas
9. Monitoring, control, and Alarm systems
10. Safety gadgets

The medical gases manifolds and associated cylinders, and the medical air and vacuum plant shall be housed in a plant room located in health facility. In case there is not existing plant room, a new plant room shall be provided with adequate space for loading and unloading cylinders to/from transporting vehicles.

The Medical gases shall be delivered to the terminal units at pressure and flow rate shown in the table 1.

***Table 1: Pressures and flow rate of the MGPS***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Description | Medical Oxygen | Medical Air | Vacuum |
| 1 | Nominal Pipeline pressure at the terminal units (kPa) | 400 | 400 | -40 Kpa (300mHg) |
| 2 | Design flow rate at the terminal units (l/Min) | 100 | 180 | 70 |
| 3 | Typical flow at the terminal unit (L/Min) | 20 | 80 | 40 |

The overall pipeline design should be based on a 5% pressure drop from the source of supply to that measured at the terminal units at the flow rates indicated in table 1.

The MGPS shall comply with ISO 7396-1:2016 – Medical Gas pipeline systems- Part 1 and its amendments and regulations specified in HTM-02-01.

The Medical oxygen for use in this MGPS shall comply with KEBS standard KS 2170-1:2009 and approved by Pharmacy and Poison Board of Kenya (PPB).

For Reference purposes the purity of medical oxygen at STP shall be as follows;

|  |  |  |
| --- | --- | --- |
| *Purity of medical oxygen (At STP)* | *Oxygen purity ≥ 99.5% v/v as per KEBS standard KS2170-1:2009* | |
| *Impurity limits (At STP)* | *As per KEBS standard KS 2170-1:2009 for medical oxygen* | |
|  | *Carbon monoxide ppm v/v* | *≤ 5* |
|  | *Carbon dioxide ppm v/v* | *≤ 300* |
|  | *Water ppm v/v* | *≤60* |
|  | *Oil mg/m3* | *≤ 0.1* |
|  |  |  |

1. **Particular Technical Specifications**
2. **Terminal units**

All terminal units (Oxygen, Air and Vacuum) shall conform to BS EN ISO 9170-1:2020 and must include a non-swivel device. The terminal units should fit probes designed to BS 5682:2015

Terminal units shall be gas specific and only accept the correct medical gas probe.

Mounting height for the terminal units should be between 900mm to 1600mm above Finished Floor Level (FFF) - Optimum height is 1400 above FFF

Pressure losses across terminal units shall be in accordance with BS EN ISO 9170-1:2020

All Oxygen Terminals units shall have a design flow rate of 100 lpm and a typical flow of 20 lpm while all Medical Air terminal units shall have a design flow rate of 180 lpm and a typical flow of 80lpm at nominal pressure of 400kPa as shown in the table 1.

All vacuum terminal units shall have a design flow rate of 70 lpm and a negative pressure ranging from 750mm Hg to 300 mmHg.

All terminal unit shall be surface mounted type and shall be located as indicated in the schedule of terminal unit sheet.

1. **Horizontal Bedhead units, small size (Type A)**

The Horizontal Bedhead units (BHU), small size, Type A, shall comply with BS EN ISO 1197:2019. It shall have compartment for medical gas pipelines. The Medical gas compartment shall be provided with ventilation louvers or slots to prevent accumulation of gasses in case of a leakage. The Horizontal Bedhead unit shall be capable of housing two terminal units in a horizontal array. Each bedhead unit shall be supplied pre-piped, wired and certified.

The horizontal bedhead unit Type A shall consist of;

* Medical Oxygen Terminal unit – 1 No.
* Vacuum Terminal unit- 1 No.

The Horizontal bedhead units shall be surface mounted and installed in an appropriate location as indicated in the schedule of terminal unit sheet.

1. **Horizontal Bedhead units, (Type B)**

The Horizontal Bedhead units (BHU), standard size, type B shall comply with BS EN ISO 1197:2019. It shall have separate compartments for electrical services, nurse call, and medical gas pipelines. The Medical gas compartment shall be provided with ventilation louvers or slots to prevent accumulation of gasses in case of a leakage. The Horizontal Bedhead unit shall be capable of housing two terminal units in a horizontal array. Each bedhead unit shall be supplied pre-piped, wired and certified.

The horizontal bedhead Type B unit shall consist of;

* Medical Oxygen Terminal unit – 2 No.
* Patient courtesy/reading light preferable LED- 1 No.
* Nurse call button- 1no.
* Electrical Socket outlets complying with BS 1363:2016- 3 No.

The Horizontal bedhead units shall be surface mounted and installed in an appropriate location as indicated in the schedule of terminal unit sheet.

1. **Horizontal Bedhead units, (Type C)**

The Horizontal Bedhead units (BHU), standard size, type C shall comply with BS EN ISO 1197:2019. It shall have separate compartments for electrical services, nurse call, and medical gas pipelines. The Medical gas compartment shall be provided with ventilation louvers or slots to prevent accumulation of gasses in case of a leakage. The Horizontal Bedhead unit shall be capable of housing two terminal units in a horizontal array. Each bedhead unit shall be supplied pre-piped, wired and certified.

The horizontal bedhead unit Type C shall consist of;

* Medical Oxygen Terminal unit – 1 No.
* Vacuum Terminal unit- 1 No.
* Patient courtesy/reading light preferable LED- 1 No.
* Nurse call button- 1no.
* Electrical Socket outlets complying with BS 1363:2016- 3 No.

The Horizontal bedhead units shall be surface mounted and installed in an appropriate location as indicated in the schedule of terminal unit sheet.

1. **Horizontal Bedhead units, (Type D)**

The Horizontal Bedhead units (BHU), standard size, type D shall comply with BS EN ISO 1197:2019. It shall have separate compartments for electrical services, nurse call, and medical gas pipelines. The Medical gas compartment shall be provided with ventilation louvers or slots to prevent accumulation of gasses in case of a leakage. The Horizontal Bedhead unit shall be capable of housing **four** terminal units in a horizontal array. Each bedhead unit shall be supplied pre-piped, wired and certified.

The horizontal bedhead unit Type D shall consist of;

* Medical Oxygen Terminal unit – 2 No.
* Vacuum Terminal unit- 2 No.
* Patient courtesy/reading light preferable LED- 1 No.
* Nurse call button- 1no.
* Electrical Socket outlets complying with BS 1363:2016- 3 No.

The Horizontal bedhead units shall be surface mounted and installed in an appropriate location as indicated in the schedule of terminal unit sheet.

1. **Horizontal Bedhead units, for theatre (Type E)**

The Horizontal Bedhead units (BHU) for theatre, standard size, type E shall comply with BS EN ISO 1197:2019. It shall have separate compartments for electrical services, and medical gas pipelines. The Medical gas compartment shall be provided with ventilation louvers or slots to prevent accumulation of gasses in case of a leakage. The Horizontal Bedhead unit shall be capable of housing **three** terminal units in a horizontal array. Each bedhead unit shall be supplied pre-piped, wired and certified.

The horizontal bedhead unit Type E shall consist of;

* Medical Oxygen Terminal unit – 1 No.
* Vacuum Terminal unit- 1 No.
* Medical Air Terminal unit- 1 No.
* Electrical Socket outlets complying with BS 1363:2016- 4 No.

The Horizontal bedhead units shall be surface mounted and installed in an appropriate location as indicated in the schedule of terminal unit sheet.

1. **Horizontal Bedhead units, for theatre (Type F)**

The Horizontal Bedhead units (BHU) for theatre, standard size, type F shall comply with BS EN ISO 1197:2019. It shall have separate compartments for electrical services, and medical gas pipelines. The Medical gas compartment shall be provided with ventilation louvers or slots to prevent accumulation of gasses in case of a leakage. The Horizontal Bedhead unit shall be capable of housing **five** terminal units in a horizontal array. Each bedhead unit shall be supplied pre-piped, wired and certified.

The horizontal bedhead unit Type F shall consist of;

* Medical Oxygen Terminal unit – 2 No.
* Vacuum Terminal unit- 2 No.
* Medical Air Terminal unit- 1 No.
* Electrical Socket outlets complying with BS 1363:2016- 3 No.

The Horizontal bedhead units shall be surface mounted and installed in an appropriate location as indicated in the schedule of terminal unit sheet.

1. **Horizontal Bedhead units, for theatre (Type G)**

The Horizontal Bedhead units (BHU) for ICU/HDU, standard size, type G shall comply with BS EN ISO 1197:2019. It shall have separate compartments for electrical services, lighting, nurse call and medical gas pipelines. The Medical gas compartment shall be provided with ventilation louvers or slots to prevent accumulation of gasses in case of a leakage. The Horizontal Bedhead unit shall be capable of housing **six** terminal units in a horizontal array. Each bedhead unit shall be supplied pre-piped, wired and certified.

The horizontal bedhead unit Type G shall consist of;

* Medical Oxygen Terminal unit – 2 No.
* Vacuum Terminal unit- 2 No.
* Medical Air Terminal unit- 2 No.
* Electrical Socket outlets complying with BS 1363:2016- 3 No.
* Patient courtesy/reading light preferable LED- 1 No.
* Nurse call button- 1no.

The Horizontal bedhead units shall be surface mounted and installed in an appropriate location as indicated in the schedule of terminal unit sheet

1. **Pipeline installation**

All Medical gas pipelines shall be kept away from mechanical and chemical damages, excess heat and from contact with grease or electrical sparks.

All gas piping of sizes ϕ12mm and ϕ 15mm shall run in surface mounted wall trunking. The trunking shall be constructed from coated mild steel sheet or galvanized profile section steel of sufficient thickness.

All gas piping of sizes ϕ22mm shall run between department building blocks. The pipes shall run in trunking constructed from galvanized mild sheet profile section steel of sufficient thickness. The trunking shall be mounted along the walkways/corridors as appropriated. The trunking may be welded or screw mounted along the corridors or walkways. Some part of the trunking may require to pass underground in which case appropriate underground covering conduits shall be provided

All gas piping of sizes ϕ28 and ϕ35 mm shall run between department building block and the main run and to the plant room. The trunking shall be constructed from galvanized mild sheet profile section steel of sufficient thickness. The trunking shall be mounted along the walkways/corridors as appropriated. The trunking may be welded or screw mounted along the corridors or walkways. Some part of the trunking may require to pass underground in which case appropriate underground covering conduits of sufficient strength shall be provided

Further, the pipelines shall be protected from lighting strikes be ensuring that they run within 60O cone beneath the lightening conductor.

1. **Pipeline materials**

The piped distribution system shall use copper pipes manufactured from phosphorous de-oxidized non-arsenical copper to BS EN 1412:2016 grade CW024A (Cu-DHP), manufactured to metric outside diameters and having mechanical properties in accordance with BS EN 13348:2016 - R250 (half hard) for sizes 12-28mm, R250 or R290 for sizes 35-54mm and R290 for larger sizes of 76mm and above. Pipes shall be degreased suitable for oxygen use and cleanliness is to be maintained by filling each pipe with dry, clean, oil and oxygen free nitrogen, fitting suitable end caps and protectively wrapping. All pipework materials shall be manufactured by BS EN ISO 9001:2001 registered companies.

1. **Pipe joining fittings**

Fittings shall be end feed type, manufactured from the same grade of copper as the pipes and be in accordance with the requirements of BS EN 1254-1:1998 Part 1. Fittings shall be cleaned and degreased for oxygen use and be supplied individually delivered sealed in protective bags or boxes.

Copper to copper joints shall be made on site using a silver-copper-phosphorous brazing alloy type CP1 or CP4 to BS 1845 using a dry, clean, oil and oxygen free nitrogen inert gas shield with no flux. Copper to brass or gunmetal joints shall not be made on-site. Copper to brass or gunmetal joints made off-site shall utilize silver brazing material type AG13 to AG18 to BS 1845 with a flux. Such shall joints be subsequently cleaned and degreased prior to use. Where pipes are cut on site, they shall be cut clean and square with the pipe axis, using wheel cutters where possible and deburred, re-rounded and cleaned off. Expanded joints shall only be used for straight pipe joints and shall not be used for pipes sizes greater than 28mm outside diameter. Expansion joints shall only be made using apparatus specifically designed for the purpose.

Section of the pipelines should be capped as soon as work is complete to prevent ingression of particles.

1. **Pipeline support**

Pipelines shall be supported at the intervals specified in HTM 2022/02-01 using a suitable metallic, non-ferrous material or a ferrous material suitably treated to prevent corrosion and electrolytic action. Plastic supports shall only be used for support of drops to terminal units.

Maximum intervals between pipe supports as specified in HTM 2022/02-01:

|  |  |  |  |
| --- | --- | --- | --- |
| **Pipe outside diameter (mm)** | **HTM2022**  **Vertical** **Runs (m)** | **HTM2022**  **Horizontal** **Runs (m)** | **HTM02-01**  **Horizontal and Vertical** **Runs (m)** |
| 12 | 1.2 | 1.0 | 1.5 |
| 15 | 1.8 | 1.2 | 1.5 |
| 22 | 2.4 | 1.8 | 2.0 |
| 28 | 2.4 | 1.8 | 2.0 |
| 35 | 3.0 | 2.4 | 2.5 |
| 42 | 3.0 | 2.4 | 2.5 |
| 54 | 3.0 | 2.7 | 2.5 |
| 76 | 3.6 | 3.0 | 3.0 |

1. **Marking**

Copper pipes shall be permanently colour banded and durably marked at regular intervals along its length as per BS 1710:2014

1. **Area valve service Units (AVSU)**

The AVSU shall be mounted at a height of 1-1.8m above finished floor. It shall be obscured by opening doors. AVSU shall be manufactured to BS EN ISO 7396-1:2007. It shall be level-ball type with flanged – O rings and open and close at 90O rotation. The handle shall be in line with the pipeline in open position. The AVSU shall provide a zone isolation facility, for use either in an emergency or for maintenance purposes.

AVSU shall be labeled to identify the location and sets of terminal units being controlled. They should also provide direction of flow

The AVSU shall also be gas specific and labeled to identify the medical gas service. The gas specific shrouds shall clearly show the gas service and use colour coding to BS EN ISO 5359.

1. **LVA**

The LVA shall be installed at branches from the main runs and where pipelines pass into and out of the building. The LVA shall be level-ball type with flanged – O rings seals which open and close at 90O rotation. The handle shall be in line with the pipeline in open position. Means of physical isolation and blanking the pipeline both upstream and downstream of the valve shall be provided. Gas specific, identity and flow direction shall be provided

1. **Bed head service valves**

The bedhead service valves shall be installed in each pipeline leading to the bed head units. The valves shall provide isolation of the bed head unit either in an emergency or for maintenance purposes.

The valve shall be manufactured to BS EN ISO 7396-1:2007. The handle shall open and close at rotation.

1. **Sources of supply**

Medical oxygen shall be supplied from the Cryogenic Liquid Oxygen tank or the Oxygen plant or the compressed medical oxygen cylinders. Where a cryogenic liquid oxygen tank is installed, it shall operate as a primary source while the cylinder manifold system shall be the secondary source. Where an Oxygen plant is installed, the Oxygen plant shall operate as the primary source while the Liquid oxygen tank shall be the secondary and the cylinder manifold shall be the third or reserve source.

In either case an automatic change over system shall be installed to ensure continuity of supply of oxygen.

Medical Air shall be supplied from a medical air plant and compressed medical air cylinders. The medical Air plant shall be the primary source will the cylinder manifold shall be the secondary source.

An automatic change over system shall be installed to ensure continuity of supply of Medical Air

Medical vacuum shall be supplied from a Duo medical vacuum plant. One plant shall be the primary supply while the other plant shall be the secondary supply.

An automatic change over system shall be installed to ensure continuity of supply

1. **Automatic Cylinder manifold System for Medical Oxygen and Air**

The Cylinder manifold systems for Oxygen and Air shall be gas specific, non-interchangeable.

Both Cylinder manifold system for Oxygen and Air shall be capable of passing the full pipeline flow through a regulator without freezing.

The sizes of the cylinder manifold system for Medical Oxygen and Air shall be indicated in the schedule of requirements. Further the manifold shall be designed for use with cylinders size 6800litres for medical oxygen and 7600liters for Medical Air

An automatic change over system or a gas control station shall be installed in each cylinder manifold system for oxygen and Air.

For the medical oxygen manifold the Automatic change over system or gas control station shall be capable controlling the flow and pressure of oxygen to the hospital line. The unit shall be set to automatic supply oxygen from as follows;

* Liquid Oxygen tank – Primary source
* Duty cylinder Bank- Secondary Source
* Stand by Cylinder bank – Third/reserve Source

If a functioning Oxygen plant is available the set up shall be as follows

* Oxygen Generating plant – Primary source
* Liquid Oxygen tank- Secondary Source
* Oxygen cylinder bank- Third/Reserve source

For the medical Air manifold the Automatic change over system or gas control station shall be capable controlling the flow and pressure of oxygen to the hospital line. The unit shall be set to automatic supply Medical Air from as follows;

* Medical Air plant – Primary source
* Duty cylinder Bank- Secondary Source
* Stand by Cylinder bank – Third/reserve Source

The Cylinder manifold shall be designed and certified for use with a Max pressure of 230 bars. It shall have a header and a flex pig tail, bull nose type and gas specific as per BS EN ISO 407:2004

Pressure indicators shall be provided to indicate pressures of each cylinder bank/source and the MGPS.

1. **Manifold Pressure Control/ Regulation**

The manifold pressure control system / shall conform to BS EN ISO 10524-2:2006. It shall provide an uninterrupted supply of a specific medical gas from equally sized high-pressure cylinder banks via a suitable arrangement of pressure regulators, providing a constant downstream nominal pipeline gauge pressure of 400 kPa, for Medical oxygen and Air. The entire system shall be ‘duplexed’ such that any single functional component failure will not affect the integrity of the medical gas supply. The manifold shall be supplied fully assembled and tested.

There shall be two separate stages of regulation to enable high peak flow rates without a reduction in line pressure. Multistage regulators combined into a single unit are not acceptable. The manifold control system shall capable of supplying a flow of 1000 l/min to a 400 kPa distribution system

All regulators shall be protected from over-pressurization by relief valves that are vented to atmosphere. There shall be a bypass valve fitted across the to the 2nd stage relief valve to enable gas to be vented outside the manifold room during the commissioning stage.

Pressure sensors shall be fitted in the pipeline distribution system to provide alarm functions

1. **Manifold control, monitoring and indicator**

This unit shall be capable of monitoring the condition of the manifold and supply sources. In particular it shall detect at least the following conditions

* Liquid Oxygen tank operating
* Liquid Oxygen tank below 10% capacity and empty
* Duty cylinder bank operating
* Duty cylinder bank below 10% capacity and empty
* Standby cylinder bank operating
* Stand by cylinder bank below 10% capacity and empty
* Medical Air plant Operating/fail
* Medical oxygen plant Operating/fail (Where applicable
* Vacuum plant operating/fail
* Pipeline pressure falls outside normal range

Appropriate signals shall be initiated and transmitted to the central alarm system. Pressure gauges shall also be incorporated in the manifold system

A manifold indicator shall be incorporated which shall be capable of indicating the above conditions by use of distinguishable light colour bulbs.

1. **Central Alarm system**

A Central alarm system shall be installed to provide visual and audible warning for the following minimum conditions;

1. Normal operation of the MGPS
2. Level of gas in the primary and secondary sources
3. Pipeline pressure falls outside normal range (High/Low)
4. Any abnormal conditions

The alarm system shall consist of pressure sensors, central system and indicators providing information on all parameters monitored

Pressure sensors shall be connected to the pipeline.

The Alarm indicator panel shall be installed in a position where there is 24-hour occupancy and at a maximum height of 1.8 m above the finished floor. It shall be accessible to users.

Repeat alarm shall be installed as in indicated in the schedule of requirements or as directed by the project manager

Provision for resetting, temporary and continuous muting the audible alarm by users shall be provided

A rechargeable battery shall be provided as a back up to the alarm in case of mains power failure. The alarm shall be able to operate on batteries for a period of at least 4 hours.

1. **Test points**

A test point shall be provided for Medical Oxygen and Air comprises of a lockable valve and a terminal unit. This should be within the plant room

1. **Emergency inlet port**

An Emergency inlet port shall be provided for medical oxygen and air. It shall consist of an LVA and a non-return valve.

1. **Electrical supply to the Medical Gas installation and the Plant room/house**

All electrical installation shall be carried out in accordance with BS 7671 and IEE wiring regulations

PVC insulated Mineral Insulated copper sheathed (MICS) cables in PVC conduits shall be used. All electrical cables should run in PVC conduits/trunking surface mounted on walls.

There shall be NO occasional contact between the pipework and the electrical cables

Electrical supply to the bedhead units, control systems, and alarms shall be supplied from a final sub-circuit from the ‘essential’ electrical distribution system.

The pipeline distribution system shall be bonded together and bonded to the local electrical distribution board in accordance with BS 7671 and IEE wiring regulations. The pipes shall NOT in themselves be used for earthing electrical equipment

Electrical supply shall be provided to the plantroom/housing equipment. A 3phase PVC Sheath armoured underground cable shall be provided from the Main distribution board to the plant house. The cable shall be 35mm2, 4 core copper or aluminum and shall comply to BS 7870 or equivalent ISO standard. The length of the cable is indicated in the bills of quantities. An MCB three phase shall be provided at the Main distribution board. A sub distribution board, 3 phase 100A, shall be supplied and installed in the Plant room complete with Isolator switch and 2No. Three phase MCBs with rating to match the Medical Air plant and the vacuum Plant shall also be supplied and installed. Additional MCBs for lighting, socket outlets, and the control systems shall be provided in compliance with IEE wiring regulations and available loads.

All conductive parts shall be Earthed.

1. **Plant room/housing**

The plant room shall have adequate space to accommodate the Medical air plant, Vacuum plant, medical oxygen and Air manifold systems, including cylinder’s holding racks. In addition, sufficient space shall be provided for installing the control system and replacing both cylinder bank.

The room shall have adequate ventilation and suitable space for loading and unloading cylinders to/from transporting vehicles. Further the room shall be provided with adequate lighting. In addition, test points and emergency ports shall be located in the plant room

The plant room shall be constructed from welded metal cage with roofing and a foundation plinth. The cage should be secured by lock and key. The foundation plinth shall be constructed from reinforced concrete and raised in such a way that drainage/ rain water cannot spill to the system. Appropriate fire extinguishers should be provided and placed in an accessible location. Specific floor size shall be different for each hospital but shall not be more than 16m2 per hospital.

1. **Medical Air plant**

|  |  |  |
| --- | --- | --- |
| **ITEM NO. 1** | **ITEM DESCRIPTION** | **M****EDICAL AIR GENERATING PLANT.**  Medical Air Generating plant system shall be capable of producing medical grade air from ambient air at set pressures/flow rates and supplying to existing hospital medical gas pipeline system.  The plant shall be figured to have a designed flow rate about 500 lpm at 4 bars at 25oC ambient temperature. |
|  | **Purity of Medical Air** | The desires Medical Air Generation plant shall be able to produce compressed medical air that meets ISO standards ISO 8573-1:2010 in terms of purity and contaminants  Valid proof of compliance shall be submitted from an independent and reputable testing organization |
|  | **Plant Composition** | The desired Medical Air plant shall consist of mainly;   1. Air intake duct and filters 2. Dual Air compressors 3. Oil filters 4. After coolers 5. Air receiver tank 6. Air treatment/filtration 7. Air Dryer 8. Oil separator 9. Dryer control system 10. Dust filter 11. Activated carbon filters 12. Bacterial filters 13. Control system 14. Alarm System |
|  | **AIR INTAKE** | Air intake shall be ducted and installed at about 5m height from ground  Intake Air filter shall be installed complying to BS ISO 5011:2000 |
|  | **AIR COMPRESSORS** | Air compressor shall be dual type.  Each compressor shall;   1. Be able to able to deliver the designed flow rate 2. Be rated at 415 V, 50 Hz three phase electrical power supply. 3. Be air cooled 4. Have a Variable speed Drive (VSD) motor 5. Have a variable working pressure form 5 to 10 bars 6. Have oil water separator with electronic level-controlled drainer 7. Control voltage stabilization 8. Automatic lubrication drive motor bearings 9. Preferably rotary screw type 10. Remote diagnostic tool with notification messages 11. Replaceable inlet air filter manufactured to ISO 8573-1:2010 class 1   Particle removal ≤ 0.01µm  Oil content ≤ 0.01mg/m3   1. Acoustic enclosure to be included. Capable of reducing noise level to at least 10dBA at 1 m 2. Air compressor shall comply with ISO 8573-1 Compressed air or equivalent international standard. Valid proof of compliance shall be submitted from an independent and reputable testing organization 3. After coolers with air cooling shall be provided 4. Control system, touch screen type   Capable of Monitoring and indicating   * + Compressor running& adjustments   + Shut down   + Auto restart   + Maintenance status   + Warning status   + Pressure status |
|  | **AIR RECEIVER TANK** | Air receiver tank commensurate with 500 liter per minute Air plant and not more than 350 litres water capacity  Vertical with fittings and electronic level-controlled drainer  Complete with Pressure indicator, and Pressure relief Valve and Electronic Drain  Designed according to PED or ASME VIII or equivalent  Certified according to PED or ASME VIII or equivalent  Cleaned according to ISO 15001, ASTM G93 or equivalent |
|  | **Air treatment/ filtration** | 1. Pre-filters <5 µm with electronic level controlled-drainer. 2. Dryer- Desiccant type- capable of separating water from the compresses air and achieving the following;  * Constant due point ≤46oC at atmospheric pressure * Water ≤ 60 ppm (v/v) * With electronic Drain * Suitable for ISO 8573-1: 2010 class 4 humidity application.  1. Dust filter- up to 1 µm 2. Oil separator- Oil content ≤ 0.005 mg/m3 3. Carbon activated filter, Duplex type with replaceable Activated carbon filter manufactured to ISO 8573-1:2010 class 1   Activated carbon absorbent filter  Particle removal ≤ 0.01µm  Oil content ≤ 0.005 mg/m3   1. Activated 2. Micro filters/Bacterial filters – Duplex type |
|  | **CONTROL PANEL.** | Control panel to be able to: -   1. Provide a normal start up system 2. Monitor and control the operation of the process of all the entire system 3. Provide a fail- safe shut down in the event of loss in oxygen concentration 4. Shall include an oxygen analyzer, CO analyzer CO2 analyzer, 5. flow rate 6. Air Pressure between 3.5 - 6 bars 7. Presence of impurities CO, CO2, Oil, water 8. Overall plant processes and status 9. The system shall be capable of restarting automatically after reinstatement of power supply 10. Plant status monitoring and indication for all major system components to be provided including maintenance status 11. Activate alarm whenever necessary 12. Should be digital on a touch screen panel 13. Remote control features |
|  | **ALARM SYSTEM.** | Alarm system to include, but not limited to, the following;   1. Shall have visual and audio plant performance in the plant operator room 2. Provide an alarm system to indicate malfunctioning in the plant system 3. Provide both visual and audio alarms at user points 4. Failure of Air production/ 5. Failure of any major system component 6. High level of impurities, (oil, particles, CO, CO2, and water- pressure dew point) 7. Maintenance due date of any major system component surpassed 8. Pipeline pressure fault 9. High temperatures 10. Low/high pressures 11. Repeat monitor and alarm for oxygen purity to be provided in the office of Chief pharmacist and head of biomedical engineering at the hospital |
|  | **Manufacturing Standards** | Each of the system major component’s such as Air compressor, dryers, filters, Air Tanks, and control units, refilling station must be manufactured to ISO 7396-1:2016 or equal and equivalent relevant international standard.  A copy of valid certificate of compliance shall be submitted from an independent international certifying body |
|  | **Quality of Air produced** | Produced Air shall comply current Ph Eur standard/ISO standard  Valid proof of compliance must be submitted from an independent international certifying body |
|  | **Quality manufacturing standard for the whole system** | The manufacturer of the entire system shall practice quality management system for Medical devices and shall comply with ISO 13485 standards  Valid proof of compliance must be submitted from an independent international certifying body |
|  | **Regulation** | The entire plant must be registered by FDA, or Pharmacy and Poison Board (PPB) of Kenya or equal and equivalent independent international registration body international  Valid proof of registration must be provided |
|  | **Operating environment conditions** | Power Requirements: 415 V, a/c, 50Hz, three phase 240V, A/c 50 Hz, Single phase  Ambient temperature 10o C to 40o C  Relative humidity 20% to 95% |
|  | **TRAINING** | On-site training for 2 Biomedical engineering staff. |
|  | **Technical documentations** | * User manuals - 3 Sets * Service Manual- 2 Set (One hard copy and the other soft copy * Drawings -Wiring drawings, and equipment layout drawing |
|  | **Life span** | Minimum life span shall be 10 years: guaranteed by letter from the manufacturer |
|  | **Power rating** | Three phase 415V, 50 Hz, not more than 5KW |
|  | **Installation, testing and commissioning** | Complete installation and set-up of the machine as per manufacturer’s instructions at the delivery points.  All electrical installations shall comply with latest IEE regulations.  The Air plant system shall be installed as a primary supply to the hospital main pipeline system  It shall be connected to the exiting automatic manifold using a changeover system  All Electrical wiring and protection systems shall be provided in accordance with current IEE regulations  An armored underground three phase electrical cable sized to match the Plant requirements shall be provided and installed from the existing switch board/supply point to the oxygen plant house. Length is indicated in the schedule of requirements distance  The supplier is expected to conduct safety and performance test of the system. Testing and commissioning shall be conducted in the presence of designated acceptance and receipt committee. Measured parameters shall be recorded and an acceptable certificate issued only if the parameter are within acceptable values  On commissioning the system should be handed over the hospital |
|  | **Tools and testing equipment** | Tools and testing equipment  The supplier to supply basic tools and measuring equipment requirement for monitoring and calibration of the entire system such as;   * Flow measuring tools 1 No. * Pressure measuring tool- 1No. * Complete basic tools kit- 2 Set * Any other necessary/special tool- 1 Sets |
|  | **Comprehensive Maintenance service** | The supplier shall provide comprehensive maintenance service to the system as per manufacturer recommendations for a period of 12 months from the date of commissioning.  Comprehensive maintenance service, inclusive of parts and labour shall be provided as follows:  a) Preventive maintenance service as per manufacturer recommendations  b) Corrective maintenance services as per reported faults.  c) It shall be inclusive of all spare parts, replacement parts, all filters, all consumables, transport, labour and incidental costs  d) Up time for each equipment should not be less than 98%  e) Duration: one years from date of commissioning. (see special condition of contract for details) |
|  | **Warranty** | The warranty period shall be one year from the date of commissioning  It shall cover all parts/components of the entire plant system |

1. **Vacuum Plant**

|  |  |  |
| --- | --- | --- |
| **ITEM NO. 1** | **ITEM DESCRIPTION** | **MEDICAL VACUUM PLANT.**  Vacuum plant system shall be capable of producing a vacuum of 300 mmHg at a flow rate of 40 lpm in the hospital medical gas pipeline system.  The plant shall be figured to have a designed flow rate of about 1500 lpm Free Air Aspirated (FFA) at 475 mm Hg (63kPa) at the hospital pipeline connection at 25oC ambient temperature. |
|  | **Vacuum Plant Composition** | The desired Medical Vacuum plant shall consist of mainly;   * Vacuum Pumps 3 No. * Vacuum reservoir * Vacuum control and gauges * Bacterial filters * Valves * Drainage trap * Exhaust * Control system * Alarm System |
|  | **PLANT EXHAUST** | The exhaust shall be installed at about 3m height from ground  It shall be fitted with a silencer  The end turned down  Drainage valve at the lowest point |
|  | **VACCUM PUMP** | * Vacuum pump shall be triple type. * Each pump shall; * Be able to able to deliver the designed vacuum and flow rate * Be rated at 415 V, 50 Hz three phase electrical power supply. * Be air cooled * Have a Variable speed Drive (VSD) motor * Designed for high frequency start/stop * Designed for continuous operation * Have a variable working vacuum up to 500mm Hg at 1500 FAA * Control voltage stabilization * Automatic lubrication drive motor bearings * Remote diagnostic tool with notification messages * Control system, touch screen type * Capable of Monitoring and indicating   + Compressor running & adjustments   + Shut down   + Auto restart   + Maintenance status   + Warning status   + Pressure status |
|  | **VACUUM RESERVOIR TANK** | Vacuum reservoir tank receiver tank commensurate with vacuum pump – between 400 to 500 litres water capacity  Vertical with fittings and electronic level-controlled drainer  Complete with Pressure indicator, and Pressure relief Valve and Electronic Drain  Designed according to PED or ASME VIII or equivalent  Certified according to PED or ASME VIII or equivalent  Cleaned according to ISO 15001, ASTM G93 or equivalent |
|  | **Air treatment/ filtration** | Bacterial filters – Duplex type |
|  | **VALVES/GAUGES** | The Vacuum plant shall be fitted with ball valves, non-return valves, safety valves, Isolation valves, drainage valve and gauges at appropriate locations |
|  | **CONTROL PANEL.** | Control panel to be able to: -   * Provide a normal start up system * Monitor and control the operation of the process of all the entire system * Provide a fail- safe shut down in the event of loss in oxygen concentration * Vacuum Pressure between 475mmHg to 450mmHg * Overall plant processes and status * The system shall be capable of restarting automatically after reinstatement of power supply * Plant status monitoring and indication for all major system components to be provided including maintenance status * Activate alarm whenever necessary * Should be digital on a touch screen panel * Remote control features |
|  | **ALARM SYSTEM.** | Alarm system to include, but not limited to, the following;   * Shall have visual and audio plant performance in the plant operator room * Provide an alarm system to indicate malfunctioning in the plant system * Provide both visual and audio alarms at user points * Failure of any major system component * Maintenance due date of any major system component surpassed * Pipeline pressure fault |
|  | **Manufacturing Standards** | Each of the system major component’s such as vacuum pump, motor and control units, must be manufactured to ISO 7396-1:2016 or equal and equivalent relevant international standard.  A copy of valid certificate of compliance shall be submitted from an independent international certifying body |
|  | **Quality manufacturing standard for the whole system** | The manufacturer of the entire system shall practice quality management system for Medical devices and shall comply with ISO 13485 standards  Valid proof of compliance must be submitted from an independent international certifying body |
|  | **Regulation** | The entire plant must be registered by FDA, or Pharmacy and poison Board (PPB) of Kenya or equal and equivalent independent international registration body international  Valid proof of registration must be provided |
|  | **Operating environment conditions** | Power Requirements 415 V, a/c, 50Hz, three phase 240V, A/c 50 Hz, Single phase  Ambient temperature 10o C to 40o C  Relative humidity 20% to 95% |
|  | **TRAINING** | On-site training for 2 Biomedical engineering staff. |
|  | **Technical documentations** | * User manuals - 3 Sets * Service Manual - 2 Set (One hard copy and the other soft copy * Drawings -Wiring drawings, and equipment layout drawing |
|  | **Power rating** | 3 phase 415 v, 50 Hz, not more than 5Kw |
|  | **Life span** | Minimum life span shall be 10 years: guaranteed by letter from the manufacturer |
|  | **Installation, testing and commissioning** | Complete installation and set-up of the machine as per manufacturer’s instructions at the delivery points.  All electrical installations shall comply with latest IEE regulations.  All Electrical wiring and protection systems shall be provided in accordance with current IEE regulations  The supplier is expected to conduct safety and performance test of the system. Testing and commissioning shall be conducted in the presence of designated acceptance and receipt committee. Measured parameters shall be recorded and an acceptable certificate issued only if the parameter are within acceptable values  On commissioning the system should be handed over the hospital |
|  | **Tools and testing equipment** | Tools and testing equipment  The supplier to supply basic tools and measuring equipment requirement for monitoring and calibration of the entire system such as;   * Flow measuring tools 1 No. * Vacuum measuring tool 1No. |
|  | **Comprehensive Maintenance service** | The supplier shall provide comprehensive maintenance service to the system as per manufacturer recommendations for a period of 12 months from the date of commissioning.  Comprehensive maintenance service, inclusive of parts and labour shall be provided as follows:  a) Preventive maintenance service as per manufacturer recommendations  b) Corrective maintenance services as per reported faults.  c) It shall be inclusive of all spare parts, replacement parts, all filters, all consumables, transport, labour and incidental costs  d) Up time for each equipment should not be less than 98%  e) Duration: one years from date of commissioning. (see special condition of contract for details) |
|  | **Warranty** | The warranty period shall be one year from the date of commissioning  It shall cover all parts/components of the entire plant system |

1. **Training**

The supplier shall conduct on-site training of Medical Engineering personnel on the operation of the system, and all its safety features. The training should include also basic maintenance

1. **Testing and Commissioning**

The purpose of testing and commissioning is to ensure that all the necessary performance and safety requirements of the MGPS are met.

During commissioning the supplier in expected to provide two hard copies and a soft copy of the medical gas pipeline system with details of pipeline routes shown in ‘as fitted’. The drawing should be in A3 size paper.

The supplier is expected to conduct safety and performance test on the system. Testing and commissioning shall be conducted in the presence of designated acceptance and receipt committee. Measured parameters shall be recorded and an acceptable certificate issued only if the parameters are within acceptable values

Parameters to be checked and tested shall include but not limited to:

1. Pipeline carcass

- Visual check of pipeline labeling, marking, sleeves and support

- Leakage test

- Cross connection test

- Valve test for closure, zoning and leakages

1. Complete Pipeline System

* Leakage test MGPS
* AVSU tests for closure, zoning, labeling, identify of terminal units controlled and flow direction
* LVA tests for closure and identification
* Test for cross connection, flow, pressure drops, mechanical function and terminal units identity
* Performance tests of the pipeline system
* Functional tests of all supply systems
* Safety valve certification
* Flow test at the terminals
* Test for monitoring and alarm system.

1. Validation and Verification

During testing, pressures and flow rates should comply with values shown in table 2 below.

**Table 2: Pressures during pipeline tests**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Description** | **Medical Oxygen** | **Medical Air** | **Vacuum** |
| 1 | Nominal Pipeline Distributing pressure (kPa) | 400 | 400 | (40) |
| 2 | Test flow measured at the terminal units (l/Min) | 100 | 180 | 40 |
| 3 | Minimum pressure at Design flow measured on the test gauge (kPa) | 380 | 380 | (40) |
| 4 | Pressure at the manifold (kPa) | 430-490 | 430-490 | (95-40) |

1. **Flow meters with humidifiers wall type**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **General Description** | | | | |
| Supply and delivery of integral assemble of oxygen flow meter with humidifier, wall type | | | | |
| 2. | **Detailed technical Specifications/ Description of requirements** | | | |
| 2.1 | ***Flow meter wall type*** | | | |
| 2.1.1 | Purpose | | For Measuring and regulating the flow of medical oxygen from wall oxygen terminal unit | |
| 2.1.2 | Construction | | Transparent material, Thorpe tube type to BS 15001:2011, complete with flow control knob  Graduated in liters per min | |
| 2.1.3 | Flow rate range | | 0-15 lpm | |
| 2.1.4 | Inlet | | Connection for medical Oxygen terminal unit, BS type | |
| 2.1.5 | Outlet | | Connection for humidifier | |
| 2.1.6 | Standards | | Must comply with standards stated  Proof of compliance is required | |
| 2.1.7 | Regulation | | Must be registered by Pharmacy and Poison Board (PPB) of Kenya | |
|  |  | | Valid proof of registration must be provided | |
| 2.2 | ***Humidifier*** | | | |
| 2.2.1 | Purpose | For increasing the humidity of oxygen being delivered into the inspiratory airway | | |
| 2.2.2 | Construction | Consisting of graduated bottle container with detachable lid and a tube protruding to the bottom level and connected to the breathing circuit.  The graduation on the bottle shall be in metric and imperial units and shall show the maximum and minimum water level.  The bottle shall be constructed from transparent plastic material to BS15001:2011 and shall be unbreakable and easily disinfected and reusable. | | |
| 2.2.3 | Type | The humidifier shall be non-heated / bottle through humidifier type | | |
| 2.2.4 | Inlet | Flow meter connection | | |
| 2.2.5 | Outlet | Barbed patient breathing circuit | | |
| 2.2.6 | System valve | It shall incorporate a pressure relief safety valve | | |
| 2.2.7 | Capacity | Capacity shall not be less than 150 litres or exceed 300 litres | | |
| 2.2.8 | Standards | Must comply with standards stated  Proof of compliance is required | | |
| 2.2.9 | Regulation | Must be registered by Pharmacy and Poison Board (PPB) of Kenya /KEBS | | |
|  |  | Valid proof of registration must be provided | |  |

1. **Suction unit wall type**

|  |  |  |
| --- | --- | --- |
| **General Description** | | |
| Supply and delivery of a wall type suction unit complete with suction regulator, safety valves, and Suction jar | | |
| 2. | **Detailed technical Specifications/ Description of requirements** | |
| 2.1 | ***Suction unit wall type*** | |
| 2.1.1 | Purpose | For measuring and regulating the suction flow from a wall mounted suction terminal unit or Bedhead unit |
| 2.1.2 | Construction | Transparent material/ABS plastic with BS type wall probe complete with suction flow regulator |
| 2.1.3 | Vacuum control | Variable up to 700 mmHg. With graduations in mmHg/kPa |
|  | Flow rate | Up to 60 lpm |
| 2.1.4 | Inlet | Connection for Vacuum terminal unit, BS type |
| 2.1.5 | Outlet | Connection for Suction jar |
| 2.1.6 | Suction jar | Polycarbonate autoclavable and unbreakable complete with overflow devices and valves. Capacity 2 litres. Complete with connecting tubes |
| 2.1.7 | Safety | Anti-overflow safety device |
| 2.1.8 | Bacterial filters | To be supplied |
| 2.1.9 | Standards | Must comply with standards stated  Proof of compliance is required |
| 2.1.10 | Regulation | Must be registered by Pharmacy and Poison Board (PPB) of Kenya |

1. **Warranty**

The warranty period shall be one year from the date of commissioning for the entire medical gas pipeline system and its components.

**ADDITIONAL TECHICAL REQUIREMENTS/SPECIAL CONDITIONS FOR THE MEDICAL GASES PIPING SYSTEM**

1. ORIGINAL MANUFACTURER BROCHURE/ CATALOGUE

Tenderers are required to submit with their offer an original manufacturer’s brochure/Catalogue for each product/item offered.

For the purpose of this tender an original manufacturer brochure/catalogue 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

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

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)

Brochure/catalogues shall be provided for the follow components of the Medical Gas Pipeline System (MGPS);

* Horizontal Bedhead unit
* Terminal units- Medical Oxygen, Medical Air, Vacuum
* Medical gases piping and fittings
* Central Alarm system and component
* Automatic manifold control system
* Cylinder manifold system for Medical Oxygen
* Cylinder manifold system for Medical Air
* Area Valve Service Unit (AVSA)
* Line Valve unit
* Pressure regulators
* Medical Air Plant
* Vacuum Plant

**Failure to submit an original manufacturer brochure/catalogue of any of the above-mentioned components/parts of the MGPS shall lead to disqualification of the product/item offered.**

1. MANUFACTURER AUTHORIZATION

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 and specific to the tender. The format of the Manufacturer Authorization shall be as indicated in the tender document.

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

1. QUALITY CERTIFICATION

The tenderer shall be required to submit a certificate of conformity to standards for each of the product offered as required in the technical specifications

For the certificate of conformity to be valid it shall comply with the following;

* + Issued by recognized and certified independent certification body to the manufacturer
  + It shall not have expired
  + Clearly specify the product(s) being manufactured or designed
  + State the location of the manufacturing plant
  + Must not contain any alterations whosoever

**Failure to submit certificate of quality that meets the above criteria shall lead to disqualification of the product/item offered.**

4. COMPLIANCE SHEET

* Tenderer will be required to submit, in additional to original manufacture brochure, a compliance sheet for each of the items offered. The tenderer must indicate on the compliance sheet whether the product/services offered comply with each item of the technical specification in the tender document. Any deviation from technical specifications shall be clearly stated.
* All the dimensions, capacities and performances of the product/services offered shall not be less than those required in the tender technical specifications. Deviations from the basic requirements, if any shall be explained in detail in writing in the compliance sheet, with supporting data such as calculation, etc. The procuring entity reserves the right to reject the product/services, if such deviations shall be found critical to the use and operation of the products.
* The tenderer shall be required to commit in writing and present supporting data for compliance with items in the tender technical specification which are not supported by original manufacturer’s brochure.
* In case of conflict between information /data presented in the original manufacturer brochure and the tenderer’s compliance sheet, the information /data in the original manufacture brochure shall prevail.
* The tenderer shall be required to submit ‘as fitted’ drawings of the medical gas pipeline system with details of pipeline routes. Drawing shall be submitted in hard copy 2 No (minimum A3 size) and soft copy

**Failure to submit compliance sheet shall lead to disqualification of the product/item offered.**

1. FALFICATION OF DOCUMENTS

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

1. REGISTRATION REQUIREMENT

The tenderer shall provide evidence of the following registration requirement;

* NCA 3 and above- Mechanical works/ Medical gas piping with Valid Practicing license for the lead contractor
* NCA 4 and Above- Building/Civil Works with Valid Practicing License
* NCA 4 and above Electrical works with Valid Practicing license
* EPRA class B and above with valid practicing license

**Failure to submit the above certificates shall lead to disqualification of the tenderer**

1. STAFF QUALIFICATION AND COMPETENCE REQUIREMENTS

The tenderer shall show evidence of the following staff

* 1 No. BSc Biomedical engineering or Mechanical engineering with at least 5-years experiences- Attach certificates and CV/Testimonials for the lead contractor
* 2 No. Diploma Biomedical Engineering or Mechanical engineering with at least 3-year experiences- Attach certificates and CV/Testimonials for the lead contractor
* 1 No. Diploma Electrical Engineering with at least 5-years experiences- Attach certificates and CV/Testimonials
* 1 No. Diploma Civil/Building with at least 5-years experiences- Attach certificates and CV/Testimonials
* 5 No. Artisans with at least 5-years experiences- Attach certificates and CV/Testimonials

**Failure to submit the above documentations shall lead to disqualification of the tenderer**

1. EXPERIENCE REQUIREMENT

The tenderer shall have successfully completed at least **three** similar works on MGPS over the last three years. Evidence in terms of LPO, contract, completion certificate to be provided. Referees names addresses and phone numbers to be provided as well.

**Failure to submit the above documentations shall lead to disqualification of the tenderer**

1. LOCAL BACK UP/SUPPORT

The tenderer shall provide evidence of local support to the MGPS in terms of installation and commissioning, preventive maintenance, repairs, spare parts availability, and training, throughout the life span in terms of workshop facilities, tools and measuring equipment and spare parts

**Failure to submit the above documentations shall lead to disqualification of the tenderer**

1. OPERATING ENVIRONMENT
   1. All electro medical equipment should comply with the following operating conditions where applicable;
   2. Operating Voltage: Three phase 415 V a.c, 50Hz,

Single-phase 240 V a.c, 50Hz

* 1. Operating Temperatures: 150 C to 360 C
  2. Humidity Range: 20% to 95%
  3. Altitude 0 to 3000m
  4. Environment: Dusty environment
  5. All electrical wiring where applicable must comply with current I.E.E or IEC wiring regulation currently in force.

**Failure to meet the above criteria shall lead to disqualification of the product/item offered**

1. PRODUCT AND ACCESSORIES

a. All MGPS components offered shall be models on **current production**, new and unused.

b. The tenderer shall supply all necessary accessories as part of the components which guarantee normal function of the equipment in accordance with the specifications.

c. When the spare parts are available from the manufacturer in packages whose quantity and contents differ from the specifications, the tenderer shall provide the spare parts in amount equivalent to the requirements of the specifications

d. Prices quoted shall include all costs of shipment and handling, delivery, pre-installation, installation, testing and commissioning of the products/services at the designated site

**Failure to meet the above criteria shall lead to disqualification of the product/item offered**

**NOTE:**

1, SITE VISIT

The bidders are encouraged to visit the site to verify all information required at their own expenses

2. BRANDING

All Medical Oxygen Piping Systems and all accompanying components shall be conspicuously and at intervals branded with the logo below on delivery/installation:



***Summary of Technical Specifications****. The Goods and Related Services shall comply with the following Technical Specifications and Standards:*

|  |  |  |
| --- | --- | --- |
| ***Item No*** | ***Name of Goods or Related Service*** | ***Technical Specifications and Standards*** |
| *[insert item No]* | *[insert name]* | *[insert TS and Standards]* |

*[Insert detailed description of TS]*

#### 4. Drawings

This bidding document includes *[insert**“the following”**or “no”]* drawings.

*[If documents shall be included, insert the following List of Drawings]*

|  |  |  |
| --- | --- | --- |
| **List of Drawings** | | |
| **Drawing Nr.** | **Drawing Name** | **Purpose** |
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#### 5. Inspections and Tests

The following inspections and tests shall be performed:

**Inspection and testing shall be conducted upon completion/delivery of the goods to verify functional conformity with the Technical Specifications and Schedule of Requirements.**

# PART 3 – Contract

# 

# Section VIII - General Conditions of Contract

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#### Section VIII - General Conditions of Contract

**1. Definitions** 1.1 The following words and expressions shall have the meanings hereby assigned to them:

* 1. **“Bank”** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  2. **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  3. **“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
  4. **“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.
  5. **“Day”** means calendar day.
  6. **“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  7. **“GCC”** means the General Conditions of Contract.
  8. **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  9. **“Purchaser’s Country”** is the country specified in the **Special Conditions of Contract** **(SCC).**
  10. **“Purchaser”** means the entity purchasing the Goods and Related Services, as **specified in the SCC.**
  11. **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
  12. **“SCC”** means the Special Conditions of Contract.
  13. **“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.
  14. **“Supplier”** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
  15. **“The Project Site,”** where applicable, means the place named in the **SCC.**

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| **2. Contract**  **Documents** | 2.1 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. |
| **3. Fraud and**  **Corruption** | 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix 1 to the GCC.  3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding 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. Interpretation** | 4.1 If the context so requires it, singular means plural and vice versa.  4.2 Incoterms   1. 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**. 2. The terms EXW, CIP, FCA, CFR 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.    1. Entire Agreement   The Contract constitutes the entire agreement between the Purchaser 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.   * 1. 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.

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|  | 4.5 | Nonwaiver   1. 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. 2. 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. |
|  | 4.6 | 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 Purchaser, shall be written in the language specified in the **SCC.**  Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this 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 Purchaser for the fulfillment of the provisions of the Contract and shall designate one party 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 consent of the Purchaser. |

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| **7. Eligibility** | 7.1 | The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor 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 and financed by the Bank 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. |
| **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 the Purchaser’s Country, unless otherwise specified in the **SCC.** |
|  | 9.2 | Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when:  (a) as a matter of law or official regulations, the Borrower’s country 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, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| **10. Settlement of Disputes** | 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. | |

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser 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

**11. Inspections and**

##### Audit by the

**Bank**

1. **Scope of Supply**
2. **Delivery and**

##### Documents

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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. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC.**

10.3 Notwithstanding any reference to arbitration herein,

1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
2. the Purchaser shall pay the Supplier any monies due the Supplier.
   1. The Supplier shall keep, and shall make all reasonable efforts to 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.
   2. Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

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 Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

1. **Supplier’s** 14.1 The Supplier shall supply all the Goods and Related Services

**Responsibilities** included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

* 1. The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
  2. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor contracting arrangements.
  3. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
  4. The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
  5. The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.
  6. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
     1. with exposure to physical, psychological or sexual abuse;
     2. underground, underwater, working at heights or in confined spaces;
     3. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
     4. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
     5. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
  7. The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
  8. The Supplier shall comply with additional obligations as **specified in the SCC.**

|  |  |
| --- | --- |
| **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 Bid, with the exception of any price adjustments authorized in the **SCC.** |
| **16. Terms of Payment** | 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**  16.2 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.  16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.  16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.  16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall 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 For goods manufactured outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s Country. |

* 1. For goods Manufactured within the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
  2. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

1. **Performance** 18.1 If required as specified in the SCC, the Supplier shall, within

**Security** 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.**

* 1. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.
  2. 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 Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
  3. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) 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.**

1. **Copyright** 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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.
2. **Confidential** 20.1 The Purchaser and the Supplier shall keep confidential and shall

**Information** 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 Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

* 1. The Purchaser 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 Purchaser for any purpose other than the performance of the contract. The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
     1. the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
     2. now or hereafter enters the public domain through no fault of that party;
     3. 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
     4. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
  2. 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.
  3. The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

1. **Subcontracting** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor’s declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
   1. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
2. **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.

* + 1. 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 Purchaser, by giving a notice of such disclaimer to the Purchaser.
    2. 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 Purchaser 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 Purchaser. |
| **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: |

* + 1. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
    2. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
    3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
    4. 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
    5. training of the Purchaser’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

1. **Inspections and** 26.1 The Supplier shall at its own expense and at no cost to the

**Tests** Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

* 1. 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 the Purchaser’s Country 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 Purchaser.
  2. The Purchaser 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 Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
  3. 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
  4. The Purchaser 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.
  5. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
  6. The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
  7. 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 Purchaser 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.

1. **Liquidated** 27.1 Except as provided under GCC Clause 32, if the Supplier fails to

**Damages** 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 Purchaser 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 Purchaser may terminate the Contract pursuant to GCC Clause 35.

1. **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.
   1. 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.
   2. 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.
   3. The Purchaser 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 Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
   4. 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 Purchaser.
   5. If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser 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 Purchaser may have against the Supplier under the Contract.
2. **Patent** 29.1 The Supplier shall, subject to the Purchaser’s compliance with

**Indemnity** GCC Sub-Clause 29.2, indemnify and hold harmless the

Purchaser 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 Purchaser 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:

* + - 1. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
      2. 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.

* 1. If any proceedings are brought or any claim is made against the

Purchaser arising out of the matters referred to in GCC SubClause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

* 1. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
  2. The Purchaser 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.
  3. `The Purchaser 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 Purchaser.

1. **Limitation of** 30.1 Except in cases of criminal negligence or willful misconduct,

**Liability** (a) the Supplier shall not be liable to the Purchaser, 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 Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, 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 Purchaser with respect to patent infringement

1. **Change in Laws and Regulations**
2. **Force Majeure**
3. **Change Orders and Contract Amendments** 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s Country where the Site is located (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.
   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.
   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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
   3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

33.1 The Purchaser 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:

* + 1. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
    2. the method of shipment or packing;
    3. the place of delivery; and
    4. the Related Services to be provided by the Supplier.
  1. 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 Purchaser’s change order.
  2. 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.
  3. **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;
     + 1. the proposed change(s), and a description of the difference to the existing contract requirements;
       2. a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
       3. a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

* + - 1. accelerates the delivery period; or
      2. reduces the Contract Price or the life cycle costs to the Purchaser; or
      3. improves the quality, efficiency or sustainability of the Goods; or
      4. yields any other benefits to the Purchaser, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

* + - * 1. a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or
        2. 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.
  1. 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.

1. **Extensions of** 34.1 If at any time during performance of the Contract, the Supplier or

**Time** 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 Purchaser in writing of the delay, its likely duration, and its cause.

As soon as practicable after receipt of the Supplier’s notice, the Purchaser 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.

* 1. 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.

1. **Termination** 35.1 Termination for Default

(a) The Purchaser, 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:

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 Purchaser pursuant to GCC Clause 34;

if the Supplier fails to perform any other obligation under the Contract; or

if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser 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 Purchaser 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.

* 1. Termination for Insolvency.

(a) The Purchaser 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 Purchaser

* 1. Termination for Convenience.
     + 1. The Purchaser, 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 Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
       2. 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 Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

to have any portion completed and delivered at the Contract terms and prices; and/or

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.

1. **Assignment** 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
2. **Export** 37.1 Notwithstanding any obligation under the Contract to complete

**Restriction** all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, 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 Purchaser and of the Bank 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 Purchaser’s convenience pursuant to Sub-Clause 35.3.

**APPENDIX 1**

**Fraud and Corruption**

***(Text in this Appendix shall not be modified)***

1. **Purpose** 
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements** 
   1. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, subconsultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
   2. To this end, the Bank:
      1. Defines, for the purposes of this provision, the terms set forth below as follows:
         1. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
         2. “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;
         3. “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;
         4. “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;
         5. “obstructive practice” is:
            1. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation 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
            2. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
      2. Rejects a proposal for award if the Bank 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;
      3. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
      4. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[8]](#footnote-8) (ii) to be a nominated[[9]](#footnote-9) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
      5. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[[10]](#footnote-10) 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 Bank.

#### APPENDIX 2

##### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors\*

*[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]*

Subcontractor’s Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| **SEA and/or SH Declaration** |
| We:   * (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. * (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. * (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor. |
| **[*If (c) above is applicable*, *attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*** |
|  |
| Period of disqualification: From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Name of the Subcontractor

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the person named above \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

Countersignature of authorized representative of the Supplier:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_

# Section IX - 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*.*

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **GCC 1.1(i)** | |  | The Purchaser’s Country is: **Republic of Kenya** | | | |
| **GCC 1.1(j)** | |  | The Purchaser is: **Ministry of Health**  **STATE DEPARTMENT FOR MEDICAL SERVICES** | | | |
|  | **GCC 1.1(o)** |  |  | The Project Site(s)/Final Destination(s) is/are:  **Lot 1: Hola County Referral Hospital – Tana River County**  **Lot 2: Siaya County Referral Hospital and Kisumu County Referral Hospital** | |  |
|  |  |  |
|  |
| **GCC 1.1 (p** | | **)** | The term **SEA/SH,** where used in the Contract, has the following meaning:   * “**Sexual Exploitation and Abuse” “(SEA)”** means the following:   **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.  **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.   * **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor’s personnel with other contractor’s, subcontractors’ or employer’s personnel. | | | |
| **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: **Not Applicable** | | | |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **GCC 8.1** | | | For notices, the Purchaser’s address shall be:  Attention: **Principal Secretary, State Department for Medical Services**  Street Address: **Afya House, Cathedral Road**  Floor/ Room number: **6th Floor, Room 514A**  City: **Nairobi**  Telephone: **2717077**  Electronic mail address: **procurement@health.go.ke** | | | | | |
| **GCC 9.1** | | | The governing law shall be the law of*:* ***Kenya*** | | | | | |
| **GCC 10.2** | | | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:   1. ***Contract with foreign Supplier:***   GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity Section IX – Special Conditions of Contract 104  thereof, shall be settled by arbitration in accordance with the UNCITRAL   1. ***Contracts with Supplier national of the Purchaser’s Country:*** In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s Country. | | | | | |
| **GCC 13.1** | | | Details of Shipping and other Documents to be furnished by the Supplier are:  For goods to be imported: DDP terms  GCC 10.3 –Upon shipment, the supplier shall notify the purchaser and the insurance by fax or electronic mail of the full details of shipments, | | | | | |
|  | | | | including the contract number, description of the goods, quantity, the vessel, the bill of lading number and date, port of loading, date of Shipment, port of discharge etc.  The supplier shall mail the following to the purchaser, with a copy to the insurance company:   1. Copies of the Suppliers invoice showing Goods’ description, quantity, unit price, and total price. 2. Original and copies of the negotiable, clean, on-board bill of lading marked “freight prepaid” and copies non-negotiable bill of lading; 3. Copies of parking list identifying the contents of each package; iv. Insurance certificate; 4. Manufacturers or suppliers warranty certificate; 5. Inspection certificate, issued by the nominated inspection agency, and the suppliers’ factory inspection report; and 6. Certificate of origin   The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.  For Goods to be supplied from within the Purchaser  Section IX - Special Conditions of Contract 105 Country:  DDP term  GCC 10.3 – Upon delivery of the goods to the transporter, the supplier shall notify the purchaser and email the documents to the purchaser:   * + - 1. Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount       2. Delivery note, railway receipt or truck receipt;       3. Manufacturers or suppliers warranty certificate;       4. The Supplier’s factory inspection report;       5. Certificate of origin   The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. | | | | |
| **GCC 15.1** | | | | The prices charged for the Goods supplied and the related Services performed **“shall not be adjustable”** | | | | |
| **GCC 16.1** | | | | ***Sample provision***  GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  Payment of local currency portion shall be made in Kenya Shillings within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. | | | | |
|  | |  | | Section IX – Special Conditions of Contract 106 delivered and that all other contracted Services have been performed.  **Payment for Goods and Services supplied from within the Purchaser’s Country:** Payment for Goods and Services supplied from within the Purchaser’s Country shall be made in Kenya Shillings 100% upon delivery, Inspection and acceptance. | | | | |
| **GCC 16.5** | |  | | The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days. The interest rate that shall be applied is the prevailing interest rate as provided by the Central Bank of Kenya. | | | | |
| **GCC 18.1** | |  | | A Performance Security shall be required. The Performance Security shall be **Ten percent (10%)** of the Contract Value to be reduced to **Five (5%) percent** upon acceptance of goods. | | | | |
| **GCC 18.3** | |  | | The Performance Security shall be in the form of a Bank Guarantee. The Performance security shall be denominated in a freely convertible currency acceptable to the Purchaser. | | | | |
| **GCC 18.4** | |  | | A Performance Security shall be required. The Performance Security shall be **Ten Percent (10%)** of the Contract amount to be reduced to **Five (5%) Percent** upon acceptance of goods. | | | | |
| **GCC 23.2** | |  | | The packing, marking and documentation within and outside the packages shall be: Standard Commercial Practice for transportation of vehicles | | | | |
| **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 25.2** | |  | | The inspections and tests shall be as described in Section VI | | | | |
|  | **GCC 26.1** |  | |  | The inspections and tests shall be: **To test for functional conformity to the requirements given in the Technical Specifications and Schedule of Requirements.** | | |  |
|  |  |  | |
|  |
| **GCC 26.2** | |  | | The liquidated damage shall be **0.5%** of the price of goods per week of late delivery | | | | |
| **GCC 27.1** | |  | | Responsibility for transportation of the Goods shall be as specified in the Incoterms. | | | | |
| **GCC 27.1** | |  | | The maximum amount of liquidated damage shall be **10% percent** applicable to the price of goods delivered late. | | | | |
|  | **GCC 28.3** |  | |  | The period of validity of the Warranty shall be: **365 days** | |  | |
|  |  | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | |  | For purposes of the Warranty, the place(s) of final destination(s) shall be:  **Lot 1: Hola County Referral Hospital – Tana River County**  **Lot 2: Siaya and Kisumu County Referral Hospitals** | | | |  | |
| ***Sample provision***   |  |  | | --- | --- | | GCC 28.3—In partial modification of the provisions, the warranty period | | | shall be \_\_\_\_\_ hours of operation or \_\_\_\_\_ months from date of acceptance of the Goods or (\_\_\_\_\_) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained | | | in whole or in part, the Supplier shall, at its discretion, either: |  |  1. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,     **or**   1. pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (\_\_\_\_\_\_). | | | |
|  | *[The rate should be higher than the adjustment rate used in the Bid* | | | |  |
| *evaluation under BDS 34.6(f)]* |  | | |
|  | **GCC 28.5** |  |  | The period for repair or replacement shall be: *90* days. | | |  | | |
| **GCC 28.6** |  | | |
|  |
|  | **GCC 33.4** |  | If the value engineering proposal is approved by the Purchaser the amount to be paid to the Supplier shall be \_\_\_% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price. | | | | | | |
|  |

# Section X - Contract Forms

#### Table of Forms

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#### Notification of Intention to Award

**[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.*]**

**[*Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form*]**

For the attention of Bidder’s Authorized Representative

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]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION**: This Notification is sent by: [*email/fax*] on [*date*] (local time)

**Notification of Intention to Award**

**Purchaser:** *[insert the name of the Purchaser]*

**Project:***[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]* **RFB No:** *[insert RFB 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:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.
3. **The successful Bidder**

|  |  |
| --- | --- |
| **Name:** | [*insert name* *of successful Bidder*] |
| **Address:** | [*insert address* *of the successful Bidder*] |
| **Contract price:** | [*insert contract price* *of the successful Bid*] |

1. **Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid’s price was evaluated include the evaluated price as well as the Bid price as read out.]***

|  |  |  |
| --- | --- | --- |
| **Name of Bidder** | **Bid price** | **Evaluated Bid price (if applicable)** |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |

1. **Reason/s why your Bid was unsuccessful**

***[INSTRUCTIONS: State the reason/s why this Bidder’s Bid was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Bidder’s Bid or (b) information that is marked confidential by the Bidder in its Bid.]***

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**  You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.  Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Purchaser*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) 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 (5) Business 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.  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. |

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) Business Days from the date of publication of the Contract Award Notice.

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Purchaser*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  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.  Further information:  For more information see the [Procurement Regulations for IPF Borrowers](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Procurement Regulations) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint”](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework) provides a useful explanation of the process, as well as a sample letter of complaint.  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the contract. 3. You must submit the complaint within the period stated above. 4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III). |

1. **Standstill Period**

**DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Purchaser:

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### Beneficial Ownership Disclosure Form

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM*    *This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder 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 Bidder is any natural person who ultimately owns or controls the Bidder by 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 Bidder* |

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

**Request for Bid No**.: [*insert identification*]

To: **[*insert complete name of Purchaser*]**

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

1. we hereby 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 Bidder (Yes / No)** |
| *[include full name (last, middle, first), nationality, country of residence]* |  |  |  |

***OR***

1. *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 Bidder

**OR**

1. *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 Bidder 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 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 Bidder]”

**Name of the Bidder**: \*[*insert complete name of the Bidder*]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder**: \*\*[*insert complete name of person duly authorized to sign the Bid*]

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

**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 Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

### Letter of Acceptance

*[use letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award Contract No.*** . . . . . . . . ..

This is to notify you that your Bid 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 Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

### Contract Agreement

*[The successful Bidder 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 Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser****]*** (hereinafter called “the Purchaser”), 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:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. 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.
   1. the Letter of Acceptance
   2. the Letter of Bid
   3. the Addenda Nos.\_\_\_\_\_ (if any)
   4. Special Conditions of Contract
   5. General Conditions of Contract
   6. the Specification (including Schedule of Requirements and Technical Specifications)
   7. the completed Schedules (including Price Schedules)
   8. any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

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]*

### Performance Security

#### Option 1: (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** \_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of \_ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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 *[insert amount in figures]* ( ) *[insert amount in words]*,[[11]](#footnote-11) 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. This guarantee shall expire, no later than the …. Day of ……, 2…[[12]](#footnote-12), and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

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

*months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the*

#### Option 2: Performance Bond – Not Applicable

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and

*[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, 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 Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the day of , 20 , for *[name of contract and brief description of Goods and related Services]* 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.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier 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 Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’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

1. obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser 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 Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or

1. pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted not later than twenty-eight (28) days following the date of completion of the Supplier’s performance of its obligations under the Contract, including any warranty obligations.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier 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

### Advance Payment Security Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**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]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

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 *[insert amount in figures]* ( ) *[insert amount in words][[13]](#footnote-13)* 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:

1. has used the advance payment for purposes other than toward delivery of Goods; or
2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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 Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant 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, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

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

1. [↑](#footnote-ref-1)
2. *[Delete Column 8 if domestic preference is not applicable, which should normally be the case for off-the-shelf Goods]* [↑](#footnote-ref-2)
3. The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency. [↑](#footnote-ref-3)
4. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated subcontractor, 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. [↑](#footnote-ref-4)
5. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-5)
6. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank 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 [↑](#footnote-ref-6)
7. . If applicable

   [↑](#footnote-ref-7)
8. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated subcontractor, 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. [↑](#footnote-ref-8)
9. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-9)
10. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank 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. [↑](#footnote-ref-10)
11. *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*  [↑](#footnote-ref-11)
12. *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser 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. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six*  [↑](#footnote-ref-12)
13. *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.* [↑](#footnote-ref-13)