

MURANG'A COUNTY GOVERNMENT

P.O. BOX 52-10200,
MURANG'A KENYA.

Website: www.muranga.go.ke

Email: procurement21@muranga.go.ke



SUPPLY, DELIVERY, INSTALLATION AND COMMISSION OF MEDICAL EQUIPMENT

MCG/1131/2025-2026

(Manual Submission)

CLOSING DATE : 13TH JANUARY, 2026

TABLE OF CONTENTS

APPENDIX TO THE PREFACE	iv
GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS	iv
1. GENERAL	iv
2. PART 1 - TENDERING PROCEDURES	iv
3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS	v
4. PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS	v
INVITATION TO TENDER	vii
Section I - Instructions to Tenderers	1
A General Provisions	1
1 Scope of Tender	
2 Fraud and Corruption	1
3 Eligible Tenderers	1
4 Eligible Goods and Related Services	3
B Contents of Request for Tenders Document	3
5. Sections of Tendering Document	3
6 Clarification of Tender Document	4
7 Amendment of Tender Document	4
C Preparation of Tenders	5
8 Cost of Tendering	5
9 Language of Tender	5
10 Documents Comprising the Tender	5
11 Form of Tender and Price Schedules	5
12 Alternative Tenders	6
13 Tender Prices and Discounts	6
14 Currencies of Tender and Payment	7
15 Documents Establishing the Eligibility and Conformity of the Goods and Related Services	7
16 Documents Establishing the Eligibility and Qualifications of the Tenderer	7
17 Period of Validity of Tenders	8
18 Tender Security	8
19 Format and Signing of Tender	9
D Submission and Opening of Tenders	9
20 Sealing and Marking of Tenders	9
21 Deadline for Submission of Tenders	10
22 Late Tenders	10
23 Withdrawal, Substitution, and Modification of Tenders	10
24 Tender Opening	10
E Evaluation and Comparison of Tenders	11
25 Confidentiality	11
26 Clarification of Tenders	11
27 Deviations, Reservations, and Omissions	12
28 Determination of Responsiveness	12
29 Non-conformities, Errors and Omissions	12
30 Correction of Arithmetical Errors	13
31 Conversion to Single Currency	13
32 Margin of Preference and Reservations	13
33 Evaluation of Tenders	13
34 Comparison of Tenders	14

35	Abnormally Low Tenders	14
36.	Abnormally High Tenders	14
37.	Post Qualification of the Tenderer.....	15
38.	Lowest Evaluated Tender	15
39.	Procuring Entity's Right to Accept Any Tender, and to Reject Any or All.....	15
F.	Award of Contract.....	15
40.	Award Criteria	15
41.	Notice of Intention to enter into a Contract.....	16
42.	Standstill Period.....	16
43.	Debriefing by the Procuring Entity	16
44.	Letter of Award	16
45.	Signing of Contract.....	16
46.	Performance Security.....	16
47.	Publication of Procurement Contract.....	17
48.	Procurement Related Complaint.....	17
	SECTION II – TENDER DATA SHEET (TDS).....	18
	SECTION III - EVALUATION AND QUALIFICATION CRITERIA	22
1.	General Provisions.....	22
2.	Evaluation of Tenders (ITT 33).....	22
3.	MARGIN OF PREFERENCE	25
4.	Post Qualification of Tenderers (ITT 37).....	25
	SECTION IV - TENDERING FORMS.....	28
	Form	of Tender
	29
	Certificate of Independent Tender Determination	32
	Self-declaration	Forms 33
	Appendix 1 - Fraud and Corruption	36
	Tenderer Information Form	38
	Tenderer's Eligibility- Confidential Business Questionnaire Form	39
	Tenderer's JV Members Information Form.....	42
	Price Schedule Forms.....	43
	FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE	49
	FORM OF TENDER SECURITY (INSURANCE GUARANTEE).....	50
	FORM OF TENDER-SECURING DECLARATION	51
	MANUFACTURER'S AUTHORIZATION FORM.....	52
	PART 2: SUPPLY REQUIREMENTS	53
	Section V - Schedule of Requirements.....	53
	Notes for Preparing the Schedule of Requirements.....	53
1.	List of Goods and Delivery Schedule	54
2.	List of Related Services and Completion Schedule.....	55
3.	Technical Specifications	56
4.	Drawings.....	58
5.	Inspections and Tests.....	59
	PART 3 - CONTRACT	60
	SECTION VI - GENERAL CONDITIONS OF CONTRACT.....	61
	SECTION VII - SPECIAL CONDITIONS OF CONTRACT.....	74
	SECTION VIII - CONTRACT FORMS	78
	FORM No. 1: NOTIFICATION OF INTENTION TO AWARD.....	79
	FORM No. 2: REQUEST FOR REVIEW	82

FORM No. 3: LETTER OF AWARD.....	82
FORM No. 4 - CONTRACT AGREEMENT	84
FORM No. 5 - PERFORMANCE SECURITY [Option 1- Unconditional Demand Bank Guarantee]	85
FORM No. 6 - PERFORMANCE SECURITY [Option 2– Performance Bond]	86
FORM No. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]	88
FORM No. 8 - BENEFICIAL OWNERSHIP DISCLOSURE FORM.....	88

1. **INVITATION TO TENDER**

2. **PROCURING ENTITY: MURANGÁ COUNTY GOVERNMENT**

CONTRACT NAME AND DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF MEDICAL EQUIPMENT

Muranga county government invites eligible bidders for the SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF M E D I C A L EQUIPMENT.

Tendering will be conducted under open competitive method National using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

3. Tendering is open to all Small and Medium Enterprises registered appropriately - (Not applicable).
4. **“Tenderers will be allowed to tender for one or more lots”.**
5. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during weekdays and office working hours **[0900 to 1600 hours]** at the address given below.

**THE COUNTY SECRETARY
MURANGÁ COUNTY GOVERNMENT
P.O BOX 52- 10200,
MURANGÁ.
Email: procurement21@muranga.go.ke;**

6. Tender documents may be viewed and downloaded for free from the website : www.muranga.go.ke Tenderers who download the tender document must forward their particulars immediately to facilitate any further clarification or addendum.

**DIRECTOR SUPPLY CHAIN MANAGEMENT MURANGÁ COUNTY
GOVERNMENT
P.O BOX 52- 10200, Murangá.
Email: procurement21@muranga.go.ke;**

7. The Tenderer shall chronologically serialize all pages of the tender documents submitted- the serialization **MUST** be numerically sequential starting from numeric 1 (page one)

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

**DIRECTOR SUPPLY CHAIN MANAGEMENT MURANGÁ COUNTY
GOVERNMENT
P.O BOX 52- 10200, MURANGÁ.
Email: procurement21@muranga.go.ke;**

9. Late tenders will be rejected.

SECTION I: INSTRUCTIONS TO TENDERERS

A **General Provisions**

1. **Scope of Tender**

- 1.1 The Procuring Entity as defined in the **TDS** invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.
- 1.2 Throughout this tendering document:
- a) the term —in writing‖ means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
 - b) if the context so requires, —singular‖ means —plural‖ and vice versa;
 - c) —Day‖ means calendar day, unless otherwise specified as —Business Day‖. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2. **Fraud and Corruption**

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 —Declaration not to engage in corruption‖. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the —Certificate of Independent Tender Determination‖ annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. **Eligible Tenderers**

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

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

- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this
-

Tendering process, if the Tenderer:

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

- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website www.ppra.go.ke
- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.10 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the
- 3.11 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**

- 3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 3.13 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods and Related Services

- 4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 4.2 For purposes of this ITT, the term —goods| includes commodities, raw material, machinery, equipment, and industrial plants; and —related services| include services such as insurance, installation, training, and initial maintenance.
- 4.3 The term —origin| means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 4.4 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
 - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
 - c) goods manufactured, mined, extracted or grown in Kenya.
- 4.5 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Sections of Tendering Document

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

PART 1: Tendering Procedures

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

PART 2: Supply Requirements

- v) Section V - Schedule of Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
 - vii) Section VII - Special Conditions of Contract (SCC)
 - viii) Section VIII- Contract Forms
- 5.2 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.

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

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

6. Clarification of Tendering Document

61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.

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

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

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

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

7. Amendment of Tendering Document

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

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

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

C. Preparation of Tenders

8. Cost of Tendering

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

9. Language of Tender

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

10. Documents Comprising the Tender

101 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT11;
- b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
- d) Alternative Tender: if permissible, in accordance with ITT12;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
- f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
- g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
- h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
- i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
- j) any other document required in the **TDS**.

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

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

11. Form of Tender and Price Schedules

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

12. Alternative Tenders

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

13. Tender Prices and discounts

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

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

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

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

- 135 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 136 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.
- 137 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- 138 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:
- a) For Goods manufactured in Kenya:
 - i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
 - iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.
 - b) For Goods manufactured outside Kenya, to be imported:
 - i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**;
 - ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS**;
 - c) For Goods manufactured outside Kenya, already imported:
 - i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
 - iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**.
 - d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14. Currencies of Tender and Payment

- 141 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.
- 142 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.
- 143 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

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

- 151 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 152 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 153 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.
- 154 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.
- 155 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 161 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 162 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
 - b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

- 171 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 172 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.
- 173 If the award is delayed by a period exceeding the number of days to be specified in the **TDS**

- days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;
 - b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

- 181** The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 182** A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 183** If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a letter of credit; or
 - v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 184** If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 185** If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 186** If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 187** The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 188** The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a Performance Security in accordance with ITT 46.
- 189** Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 1810** The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.
- 1811** A tenderer shall not issue a tender security to guarantee itself.

19. Format and Signing of Tender

- 191 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it —ORIGINAL. Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked —ALTERNATIVE. In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them —COPY. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 192 Tenderers shall mark as —CONFIDENTIAL information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 193 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 194 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.
- 195 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

- 201 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked —ORIGINAL, all documents comprising the Tender, as described in ITT 11; and
 - b) in an envelope or package or container marked —COPIES, all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
 - i) in an envelope or package or container marked —ORIGINAL —ALTERNATIVE TENDER, the alternative Tender; and
 - ii) in the envelope or package or container marked —COPIES- ALTERNATIVE TENDER, all required copies of the alternative Tender.
- 202 The inner envelopes or packages or containers shall:
- a) bear the name and address of the Procuring Entity.
 - b) bear the name and address of the Tenderer; and
 - c) bear the name and Reference number of the Tender.
- 203 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the **TDS where** such documents should be received.
 - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
 - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

- 21.1 Tenders must be received by the Procuring Entity at the address and no later than the date and

time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.

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

22. Late Tenders

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

23. Withdrawal, Substitution, and Modification of Tenders

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

- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked —WITHDRAWAL,| —SUBSTITUTION,| or —MODIFICATION;| and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

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

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

24. Tender Opening

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

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

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

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

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

- 246 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 247 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 248 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
 - e) number of pages of each tender document submitted.
- 249 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

- 251 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 252 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 253 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

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

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

27. Deviations, Reservations, and Omissions

- 27.1 During the evaluation of Tenders, the following definitions apply:
- a) —Deviation¹ is a departure from the requirements specified in the Tendering document;
 - b) —Reservation¹ is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
 - c) —Omission¹ is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

- 28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of

the Tender itself, as defined in ITT28.2.

- 28 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
 - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

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

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

29. Non-conformities, Errors and Omissions

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

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

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

30. Arithmetical Errors

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

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

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail.

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

31. Conversion to Single Currency

311 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a

single currency as specified **in the TDS**.

32. Margin of Preference and Reservations

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

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

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

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

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

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

33. Evaluation of Tenders

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

- a) substantially responsive to the tender documents; and
- b) the lowest evaluated price.

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

- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
- c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

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

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

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

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

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

34. Comparison of Tenders

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

35. Abnormally Low Tenders

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

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

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

36. Abnormally High Tenders

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

36.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

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

retendering.

37. Post-Qualification of the Tenderer

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

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

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

38. Lowest Evaluated Tender

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

- a) most responsive to the Tender document; and
- b) the lowest evaluated price.

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

39.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

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

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

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

42. Notice of Intention to enter into a Contract

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

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and

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

43. Standstill Period

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

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

44. Debriefing by the Procuring Entity

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

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

45. Letter of Award

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

46. Signing of Contract

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

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

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

47. Performance Security

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

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

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

48. Publication of Procurement Contract

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

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;

- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

49. Procurement Related Complaints and Administrative Review

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

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

SECTION II – TENDER DATA SHEET (TDS)

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

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	The reference number of the Invitation for Tenders MCG/1131/2024-2025 The Procuring Entity is: MURANGA COUNTY GOVERNMENT The name of the Contract is: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF MEDICAL EQUIPMENT. The number and identification of lots (contracts) comprising this Invitation for Tenders is: MCG/1131/2024-2025 NEGOTIATION NO: N/A
ITT 1.2(a)	Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: N/A The electronic-procurement system shall be used to manage the following aspects of the Tendering process:
ITT 2.3	The Information made available on competing firms is as follows: The firms that provided consulting services for the contract being tendered for are not eligible to tender.
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <i>[Not applicable]</i>
ITT 3.7	A list of debarred firms and individuals is available on the PPRA’s website: www.supplier.treasury.go.ke .
ITT 3.11	Tenderers shall be required to be registered with – Not applicable
B. Contents of Tendering Document	
ITT 6.1	(a) Address where to send enquiries is P.O. box 52-10200 Murang’a (b) The Procuring Entity publish its response at the website www.muranga.go.ke
ITT 6.2	A pre-tender conference will <i>[Not applicable]</i>
ITT 6.3	The questions to reach the Procuring Entity not later than the opening day stated before 10:00hrs
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the at the website: <i>N/A</i>
C. Preparation of Tenders	
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: <i>N/A</i>
ITT 12.1	Alternative Tenders <i>“shall not be”</i> considered.
ITT 13.5	The prices quoted by the Tenderer <i>“shall not”</i> be subject to adjustment during the performance of the Contract.
ITT 13.6	Prices quoted for each lot (contract) shall correspond at least to <i>[100%]</i> percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to <i>[100%]</i> percent of the quantities specified for this item of a lot.
ITT 13.8 (a) (i) and (iii)	Place of final destination: <i>[MURANGÁ COUNTY GOVERNMENT OFFICES</i>
ITT 13.8 (a)	Final Destination (Project Site): <i>[insert final destination/project site, if different from</i>

ITT Reference	Particulars Of Appendix To Instructions To Tenders
(iii)	<i>named place of destination</i>]- Not applicable
ITT 13.8 (b) (i)	Named place of destination, in Kenya is Muranga county government
ITT 13.8 (b) (ii)	The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is inclusive of price quoted.
13.8 (c) (iv)	The place of final destination (Project Site) is Muranga county government
ITT 14.2	Foreign currency requirements Not allowed .
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): [2/3 of its lifespan]
ITT 16.2 (a)	Manufacturer's authorization is: "required"
ITT 16.2 (b)	After sales service is: "not required"
ITT 17.1	The Tender validity period shall be 126 days.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be 30days. (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By _____% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and (ii) By _____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.- not applicable
ITT 18.1	[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.] A Tender Security shall be required. A Tender-Securing Declaration "shall not be" required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be KSHS. 500,000.00
ITT 19.1	In addition to the original of the Tender, the number of copies is: ONE (original copy)
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: power of attorney
	D. Submission and Opening of Tenders
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: Physical delivery at below address for registration Director supply Chain management Muranga county government Po Box 52-10200 muranga Headquarter offices room 321
ITT 24.6	The number of representatives of the Procuring Entity to sign is three.
	E. Evaluation and Comparison of Tenders
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below:

ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: [Kenya Shilling] The source of exchange rate shall be: (the Central Bank in Kenya) The date for the exchange rate shall be <i>the date for tender opening</i>
ITT 32.3	A margin of preference and/or reservation “shall not” apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITT 32.5	The invitation to tender is extended to the following group that qualify for Reservations ___ who shall be duly registered with _____ Not applicable
ITT 33.2	Price evaluation will be done for the Consumables (specify Items or Lots (contracts))
ITT 33.2 (d)	Additional evaluation factors are –N/A

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 33.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>[No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i></p> <p>(b) Deviation in payment schedule: <i>[No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i></p> <p>(c) the cost of major replacement component, mandatory spare parts, and service: <i>[No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender <i>[No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment <i>[No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(f) the performance and productivity of the equipment offered; <i>[No. If yes, insert the Methodology and criteria]</i></p> <p>(g) <i>[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]</i></p>
	F. Award of Contract
ITT 41.1	<p>The maximum percentage by which quantities may be increased is: <i>[15%]</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>[100%]</i></p>
ITT 41.1	<p>The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed 15% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.</p>
ITT 47.3	<p>Performance security if so required shall be in the sum of 5% of sum awarded</p>
ITT 49.1	<p>The procedures for making a Procurement-related Complaint are detailed in the —Notice of Intention to Award the Contract herein and are also available from the PPRA Website www.ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: [Stanley Mwaniki] Title/position: [Director Supply Chain] Procuring Entity: Muranga County Government</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; and 2. the Procuring Entity’s decision to award the contract.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

- 11 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 12 This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

21 Successful Tender or Tenders

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

- a) be substantially responsive to the tender documents;
- b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and
- c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

22 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

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

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]

MANDATORY REQUIREMENTS

S/No.	Completeness and Responsiveness Criteria	Requirement
1.	Form of Tender	Completed on a letterhead without alterations to the Text, signed and stamped
2.	Tenderer's Eligibility Confidential business questionnaire	Duly filled, signed and stamped
3.	Certificate of Independent Tender Determination	Duly Filled, Stamped and Signed
4.	Self-Declaration on debarment (PPAD ACT 2015)	Duly Filled, Stamped and Signed
5.	Self-Declaration on Corruption / Fraudulent Practices	Duly Filled, Stamped and Signed
6.	Declaration and Commitment to the Code of Ethics	Duly Filled, Stamped and Signed
7	Tenderer Information Form	Duly Filled, Stamped and Signed
8	Valid Tax Compliance Certificate	Provide valid tax compliance certificate
9	Certificate of Incorporation	Provide Copy of certificate
10	CR 12 and copies ID's/Passport for all directors	Provide a Copy issued within the last 6 months
11	Valid Current Single Business Permit	Provide a valid copy (for Year 2025 or 2026)
12	Serialization of the Bid document	The Serialization MUST be numerically sequential starting from Numeric 1 Any written Pages or document attached or inserted Documents MUST be sequentially serialized.
13	Price Schedule	Duly filled NO Alterations of the prices, All bidders own Corrections must be Countersigned, NO Errors noted in the Price Schedule
14	Conflict of Interest	Duly filled
15	The Tender must be accompanied by a Tender Security (Bank Guarantee) of Kshs. 500,000 in the tender currency valid for 150 days from the tender opening date.	Form in the Prescribed Format
16	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7
17	State- owned Enterprise	Duly stated
18	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.
19	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer for the last three (3) years.

20	Completeness of tender document	The person or persons signing the bid shall initial all pages of the bid where entries have been made. Bidders shall own all alterations made to the tender document. Bidders shall duly fill all relevant forms/schedules provided for in the document that requires entries
----	---------------------------------	--

NOTE:

- Bidders must meet all the Mandatory requirements to proceed to Technical Evaluation.

TECHNICAL EVALUATION

At this stage bidder will be subjected to the following technical criteria indicating the maximum percentage score per criteria as shown in the table below

Criteria	Description	Maximum Scores
Manufacturer's authorization	Attach manufacturers authorization letter for all proposed Equipment	10
Brochures	Attach Original detailed and highlighted brochures indicating the model and country of origin for all proposed Equipment	20
Proof of relevant past experience	Attach a copy of similar works done within the last 3 years for at least 3 clients. Attach copy of LPOs /contracts. Each project will be awarded 10 marks.	30
Specification compliance	Compliance with specifications	20
Financial Capabilities	Bidders shall provide audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last 3 years. All pages must be initialed and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditor's practicing membership number from ICPAK must be indicated and a valid practicing license shall be provided.	20
	TOTAL	100

Only bidders who score 75 marks and above will be subjected to financial evaluation. Those who score below 75 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

PRICE EVALUATION/ STAGE 3: FINANCIAL EVALUATION.

The winning bidder will be the lowest evaluated and substantially responsive bidder among those who will have passed the preliminary and technical evaluation.

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

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

[The Procuring Entity will highlight herein any particular requirements under the Contract which the Tenderer is required to specifically confirm or provide information to enable evaluation of Commercial Terms and Conditions of the Tender]

222 Evaluation Criteria (Other Factors) (ITT 33.6)

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

a) Delivery schedule.

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the —Earliest Delivery Date specified in Section V, Schedule of Requirements.

[An adjustment factor of 0.5% per week of delay would be reasonable. However, the adjustment factor should not be more than the rate of Liquidated Damages to be applied in case of delay in delivery of Goods and Services under the Contract conditions.]

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

- i. tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall be evaluated on the basis of this base price. tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The Procuring Entity may consider the alternative payment schedule and the reduced Tender price offered by the tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.

or

- ii. The SCC stipulates the payment schedule specified by the Procuring Entity. If a Tender deviate from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender 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 followings]*

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 TDS 15.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

or

The Procuring Entity 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 TDS 15.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer and added to the Tender price, for evaluation purposes only.

or

Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered indicating for each item of spare part the recommended quantity and unit, and total CIP final destination prices required during the initial period of operation specified in the TDS

15.4. The prices offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare parts to the Tenderer that is successful for the supply of Goods, by selecting at its option, from the Tender's list of recommended spare parts, such items and quantities against each as the Procuring Entity may deem appropriate at the unit prices indicated by the Tenderer but not exceeding % (present) of the cost of Goods [normally not more than 10% or 15%.]

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

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

- e) Life Cycle Costs**

If specified in TDS 33.6, an adjustment to consider the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Tender price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information: not applicable

[Note to Procuring Entity: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Tenders. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.]

[Either amend the following text as required, or delete if life cycle cost is not applicable]

- i) number of years for life cycle cost determination *[insert the number of years of economic life of Goods];*
- ii) the discount rate to be applied to determine the net present value of the life-cycle-cost is *[insert the discount rate];*
- iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology E.G. This should include factors that will be used for determination of life- cycle- cost such as costs of operation and maintenance, residual value at the end of economic life of Goods, major elements that will be used for determination of cost of operation and maintenance such as fuel, power, labor, spare parts, etc. unit prices of elements such as fuel, power, etc., quantity of annual usage such as Kms or Hours of operation of Goods, Formula for calculation of LCC, etc];*
- iv) and the following information is required from tenderers *[insert any information required from tenderers, including prices e.g. Guaranteed fuel and/or power consumption, cost of labour, spare parts, etc].*

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

- i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed

performance or efficiency offered in the Tender below the norm of 100, using the methodology specified below.

*[Insert the methodology and criteria if applicable e.g. The Following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; ii) Price of spare parts required for AAA years of operations, iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the tender documents; iv) Capitalized cost savings due to the equipment efficiency at the rate of XXX (specify currency and amount) for each YYY % (percent) above the **minimum ZZZ % (percent)** efficiency; v) Capitalized cost for the auxiliary power consumption at PPP (specify currency and amount) per KW for AAA years; and vi) Applicable discount rate of BBB%.]*

or

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

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

g) Specific additional criteria

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

224. Multiple Contracts (ITT 33.4)

Multiple contracts will be permitted in accordance with ITT 33.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

225 Alternative Tenders

(ITT 13.1) *An alternative if permitted under ITT 13.1, will be evaluated as follows: [insert one of the following]*

—A Tenderer may submit an alternative Tender only with a Tender for the base case. The Procuring Entity shall only consider the alternative Tenders offered by the Tenderer whose Tender for the base case was determined to be the Lowest Evaluated Tender.¶

or

—A Tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 33.¶

3. MARGIN OF PREFERENCE

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

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

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

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

i) **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and

(b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender Submission date;

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

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

c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non- responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false

information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.

- d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
- e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
- f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.¶

4. Post-Qualification of Tenderers (ITT 37) – not applicable

[Note for Procuring Entity to be deleted before issuing the tender documents.

This STD for Procurement of Goods assumes that no Prequalification has taken place before tendering. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Tenderer and any Sub-Suppliers shall meet or continue to meet the Criteria used at the time of Prequalification.]

41 Post-Qualification Criteria (ITT 37.1)

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

[Note for Procuring Entity to be deleted before issuing the tender documents. Select requirements (criteria) for post qualification from below as relevant and appropriate for the nature, size and type of Goods and Services to be procured. Generally, for procurement of Goods, unless the value of the item is very large, the criteria for assessment of Manufacturer's technical capability should always be considered more important than its financial resources. For very small value items, the criteria for financial capability may even be omitted].

42 If the Tenderer is a manufacturer

a) Financial Capability

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings _____ [or
- ii) Minimum average annual supply turnover of Kenya Shillings _____ [insert amount, specify a figure about 2.5 times the total Tender price)] or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last _____

_____ [insert number of years). In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

b) Experience and Technical Capacity

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

- i) The Tenderer shall be manufacturing similar Goods for the last 3 years
- ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least 3 number of contracts of similar Goods in the last 3 years each contract costing at least Kenya shillings ten million or equivalent and involving a supply of at least 70 percentage of required quantity.

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

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

43 If Tenderer is a Supplier:

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

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

- ii) Minimum average annual supply turnover of Kenya Shillings _____
 [in sert amount] or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last [insert of year] years, divided by [insert number of years] years.
- iii) Has satisfactorily and substantially completed at least _____ (specify number)
 contract(s) of a similar nature either within Kenya, the East African Community or
 abroad, as a prime supplier or a joint venture member, each of a minimum value _____ in
 Kenya shillings

 _____ equivalent.

44 History of non-performing contracts:

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

45 Pending Litigation

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

4.6. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last one years). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

Form of Tender Tenderer Information Form Tenderer JV Members Information Form

Price Schedule: Goods Manufactured Outside Kenya, to be Imported Price Schedule: Goods

Manufactured Outside Kenya, already imported Price Schedule: Goods Manufactured in Kenya Price and

Completion Schedule – Related Services Form of Tender Security – Demand Guarantee Form

of Tender Security (Tender Bond)

Form of Tender-Securing Declaration Manufacturer's Authorization Form

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

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

Name **and**

Identification:..... *[insert identification]* **Alternative**

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

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

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration.
or
Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

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

or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: *[Specify in detail each discount offered.]*
 - ii) The exact method of calculations to determine the net price after application of discounts are shown below: *[Specify in detail the method that shall be used to*

apply the discounts];

- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- (p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- (q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the —Certificate of Independent tender Determination attached

below.

- (f) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

Name of the person duly authorized to sign the Tender on behalf of the tenderer:

***[insert complete name of person duly authorized to sign the Tender]*

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

of the person named above: *[insert signature of person whose name and capacity are shown above]* **Date**

signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word —competitor shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

SELF-DECLARATION FORMS

FORM SD1

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

I of Post Office Box..... being a resident of in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for..... (*insert tender title/description*) for.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date) Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for..... (*Insert tender title/description*) for..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....

.....
(Signature)

..... (Title)
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub- contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) —corrupt practice¹ is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) —fraudulent practice¹ is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) —collusive practice¹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) —coercive practice¹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) —obstructive practice¹ is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

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

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

- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process,

selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a —Self-Declaration Form¹ as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹*For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation,*

(i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

TENDERER INFORMATION FORM

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

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

Tender Name and Identification*[Insert identification*

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

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

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

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

A. Tenderer's details

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

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age _____ Nationality _____

Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

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

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

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

(ii) Conflict of interest disclosure

S/No	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		

5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

(f) Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

TENDERER'S QUALIFICATION FORMS

FORM ELI-1.1- TENDERER INFORMATION FORM

Form ELI-1.1
Tenderer Information Form
Date: _____ Tender No. _____ Tender title: _____
Tenderer's name:
In case of Joint Venture (JV), name of each member..... N/A
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: Address: Telephone/Fax numbers: E-mail address:
1. Attached are copies of original documents of: I. <i>Certificate of Incorporation and CR12</i> of the legal entity named above, in accordance with ITT 4.1. II. <i>Copies of National Identification documents for Directors</i> <input type="checkbox"/> In case of a JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. <input type="checkbox"/> In case of a state-owned enterprise or institution, in accordance with ITT 4.7. documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that tenderer is not under the supervision of the Procuring Entity,
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership (<i>Applicable</i>).

TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

Page _____ of _____ pages

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

FORM CON – 1 HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

Tenderer's Name: _____ Date: _____

JV Member's Name _____

Tender No. _____

Tender title: _____

Non- Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur for the last three (3) years from the day of tender opening. <input type="checkbox"/> Contract(s) not performed for the last three (3) years from the day of tender opening			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/number; and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 8. <input type="checkbox"/> Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 9 as indicated below			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (Kenya Shilling equivalent)
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (Kenya Shilling equivalent)

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

Beneficiary: _____ **Request for Tenders No:** _____

Date: _____ **TENDER GUARANTEE No.:** _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____ (—the ITTl).
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender (—the Tender Validity Periodl), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee] TENDER GUARANTEE No.: ____

1. Whereas [*Name of the tenderer*] (hereinafter called —the tenderer!) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called —the Tender!) for the execution of__under Request for Tenders No. (—the ITT!).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called —the Guarantor!), are bound unto [*Name of Procuring Entity*] (hereinafter called —the Procuring Entity!) in the sum of(Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____day of _____20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (—the Tender Validity Period!), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (—ITT!) of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

FORM OF TENDER-SECURING DECLARATION

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

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

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

To:.....*[insert complete name of*

Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of 24 Months starting on*[insert date Tender opening]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

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

Name:

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

Seal or stamp.

MANUFACTURER’S AUTHORIZATION FORM

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

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

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

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

To*[Insert complete name of Procuring*

Entity] WHEREAS

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

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

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

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

Title*[Insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2: SUPPLY REQUIREMENTS

Section V - Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering document by the Procuring Entity, 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 tenderers to prepare their Tenders 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 ITT 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 tenderers pursuant to the *Incoterms* rules that —delivery takes place when goods are delivered **to the final place of delivery**, and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

List of Goods and Delivery Schedule

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF VARIOUS MEDICAL EQUIPMENT

No.	DESCRIPTION	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL
	Steam autoclaves or sterilizers	Autoclaves 50 Litres	20		
	Infant positioning cradles	Baby Cot with mackintosh covered mattress	5		
	Clinical incubators or infant warmers	Baby Incubator (Air/Hum./Skin Temp/Photo Therapy)	3		
	Manual resuscitators	Baby Resuscitator/Warmer/Sunction-BN100 STD	2		
	Hospital bed sheets or mattress covers	Bedsheets (180 cms x 240 cms)	400		
	Non metallic bins	Bio-Hazard Bin Sets 18Lts	18		
	Bedside clinical cabinets	Cabinet-Bedside Abs Blue With Castors	60		
	Fetal electroencephalographic monitors	Cardiotocography machine(CTG)	8		
	Hospital blankets or duvets or quilts	Cellular Blankets (180 cms x 240 cms)	150		
	Patient gowns	Checked material for patients uniform	10		
	Gas burners	Commercial double table top gas cooker with stand	1		
	Flowmeters	Complete Oxygen set with flow meter, regulator, humidifier bottle/pressure gauge	14		
	Hospital bedspreads or duvet covers	Counter Pans (180 cms x 240 cms)	400		
	Patient care beds for specialty care	Delivery Bed Standard.Stainless Steel	4		
	Surgical wound packing instruments	Dressing Set	50		
54	Medical ultrasound or doppler or pulse echocardiograph or echocardiograph units for general diagnostic use	ECG Machine	15		
	Electrocardiography EKG units	Echocardiogram Machine	1		
	Emergency or resuscitation carts	Emergency trolley	2		
	Echoendoscopes	Endoscopy	1		
	Halogen lamps	Exam Light (Halogen) On Castor Wheels(Riester)	50		
	Hand held dopplers	Fetal Dopper-Rechargeable (Sonatech)	36		
	Laundry and dressing trolley	Food trolley	2		
	Gauze fabric	Green material, cotton 40 metres	6		
	General surgical instrument sets	Instrument tray with lid	3		
	Laundry type washing machines	Laundry machine (15 kgs commercial grade)	3		
	Patient height rulers	Length Measuring Device-Digital (DLM) 36-80Cm Detecto	48		
	Patient care mattresses	Mattress with mackintosh cover	70		

Operating room patient procedure tables	Operating Table	1		
Oxygen concentrators	Oxygen Concentrator	1		
Patient temperature continuous or trend monitors	Patient Monitor 10.4" Touch Screen, Multi-Parameter	12		
Combined refrigerator freezers	Refrigerator double door	1		
Electric heater	Room heater (metal housing with replaceable pencil elements)	9		
Patient care beds for general use	Single crank bed with castors wheel and side rails	70		
Surgical suction machine or vacuum extractor or ultrasonic Surgical aspirator or regulator accessories	Suction Machine Twin Bot. Electric 20L/Min. Dc-23	39		
Suturing kits or trays or packs or sets	Suturing Set	50		
Trolleys or accessories	Trolley Stainless Steel, Mayo With Steel Plate	72		
Patient transport trolleys	Trolley-Patient (Stainless Steel)	3		
Shelf trolleys	Trolley-Ward Medicine (L)818Mm X (W)525Mm X (H)985Mm	4		
Patient chairs	Waiting lobby seats	20		
Waterproof fabric	Water proof material 40 metres (Mackintosh)	4		
Diaper weight scales	Weighing scale (Infant Electronic EBSA-20)	49		
Electronic weight scale	Weighing Scale (Mechanical)-Weight & Height (120-200kgs) High Quality	48		
Digital x ray imaging systems	X Ray Machines	2		
Laundry and dressing trolley	Trolley-Medical Instrument (Stainless Steel)	4		
Surgical dressing carts	Dressing Trolley	4		
TOTAL				

Technical Specifications

- 1.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:
 - i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well- defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
 - ii) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
 - iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
 - iv) The PPRA encourages the use of metric units.
 - v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
 - vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words —or substantially equivalent.¶ When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
 - vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words —or at least equivalent¶ shall always follow such references.
 - viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b) Any sustainable procurement technical requirements shall be clearly specified.
- 1.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.
 - i) Detailed tests required (type and number).
 - ii) Other additional work and/or Related Services required to achieve full delivery/completion.
 - iii) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.
 - iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

- 1.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.
- 1.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.
- 1.5 If a summary of the Technical Specifications(TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

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

MINIMUM EQUIPMENT SPECIFICATIONS AND ALLOCATION OF LOTS

Lot 1: Endoscopy, Echocardiography & Electrocardiography Equipment

MINIMUM EQUIPMENT SPECIFICATIONS

1. Gastrointestinal Endoscopy Tower (Upper and Lower GI Endoscopy Tower)

Item Description			Gastrointestinal Endoscopy Tower (Upper and Lower GI Endoscopy Tower)
Department	Gastroenterology / Endoscopy Unit Level 5 health facility	Section	Upper & Lower GI Endoscopy
1. General description Complete Endoscopic Tower System suitable for both upper and lower GI endoscopic procedures, integrating imaging, suction, insufflation, and data recording functionalities. The system shall support high-definition imaging, advanced visualization technologies, and integrated image capture, storage, and data management. All components shall be compatible and work as a unified platform.			
2. Quantity/Composition 1 No. Gastrointestinal Endoscopy Tower (Upper and Lower GI Endoscopy Tower)			

1. Video Gastroscope

- Type: Flexible video endoscope
 - Field of View: $\geq 140^\circ$
 - Direction of View: Forward (0°)
 - Depth of Field: 3 – 100 mm
 - Distal End Outer Diameter: 8.5 – 9.5 mm
 - Insertion Tube Diameter: 8.5 – 9.5 mm
 - Working Channel Diameter: ≥ 2.8 mm
 - Bending Capability:
 - Up: 210°
 - Down: 90°
 - Left/Right: 100°
 - Working Length: 1000 – 1100 mm
 - Total Length: Approx. 1350 mm
 - Compatibility: Must connect seamlessly with a high-definition video processor/light source
-

2. Video Colonoscope

- Type: Flexible video endoscope
- Field of View: $\geq 140^\circ$
- Direction of View: Forward (0°)
- Depth of Field: 3 – 100 mm
- Distal End Outer Diameter: 12.5 – 13.5 mm
- Insertion Tube Diameter: 12 – 13 mm
- Working Channel Diameter: ≥ 3.2 mm

- Bending Capability:
 - Up: 180°
 - Down: 180°
 - Left/Right: 160°
- Working Length: 1300 – 1700 mm
- Total Length: 1600 – 2000 mm
- Compatibility: Must connect to the same processor/light source as the gastroscope

3. Video Processor with Light Source

- Processor Type: Full HD (1080p) or higher
- Light Source: LED or Xenon (≥180W for Xenon)
- Image Enhancement: A.I.M.E™, i-scan™, BLI, FICE™, or equivalent image enhancement technology
- Recording: USB and/or internal storage, still and video capture
- Display Output: HDMI / DVI
- Functions: White balance, brightness control, image freeze, text input

4. Monitor

- Type: Medical-grade LED/LCD monitor
- Resolution: Full HD (1920×1080) or 4K (optional)
- Screen Size: 24 – 32 inches
- Input Ports: HDMI / DVI / SDI
- Mounting: Suitable for endoscopy trolley or articulated arm

5. Accessories (Supplied Standard)

- Biopsy forceps (reusable or disposable)
- Injection needle
- Polypectomy snare
- Air/water bottle and suction valve set
- Leakage tester
- Cleaning brushes
- Water bottle

6. Optional Add-ons

- Endoscopic trolley with adjustable monitor arm
- Endoscope storage cabinet with air circulation
- Irrigation pump
- CO₂ insufflation unit
- Disinfection or automatic reprocessor system
- Medical-grade printer

Safety & Certifications	CE Marked, Manufacturer ISO Certified Conformity to IEC 606011 & 60601237
Warranty & Documentation	Minimum 3Year Comprehensive Warranty User Manual (Soft & Hard), Service Manual, Quick Guide

	System Usability Guarantee (≥ 7 Years in Busy Environment)
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	Complete installation and set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff members training on operation and daily upkeep.
Maintenance training	On-site maintenance training on preventive maintenance
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user

2. Echocardiography Machine Minimum Specifications

Item Description			Echocardiography Machine
Department	Cardiology / Radiology Level 5 health facility	Section	Cardiac Imaging
1. General description Advanced Digital Colour Doppler Echocardiography System			
2. Quantity/Composition 1 No. Digital Colour Doppler Echocardiography			
3. Console & Monitor Ergonomically designed and user-friendly console Adjustable Console Height (≥ 20 cm) Rotatable Console (≥ 160 degrees) Minimum 21" Full HD (1920x1080) Medical Grade Monitor with Tilt/Swivel/Rotate Touch screen: Minimum 12 cm Landscape and portrait orientation capability Adjustable contrast and brightness			
4. Electrical Power Requirements Voltage: 100240VAC Frequency: 50/60 Hz Power Consumption: Max 400VA with all peripherals Built-in Isolation Transformer Built-in Battery for Sleep Mode during transport			
5. Processing Capabilities Fully Digital Advanced Color Echocardiography System (Dedicated, not shared service) Operating Frequency: 025 MHz Fully Digital Beamformer Minimum 4 million digital processing channels 256 levels of grey Multizone focusing Dynamic Range: ≥ 270 dB Raw Data Processing Scanning Depth: ≥ 36 cm Prospective and Retrospective Clip Capture			
6. Console Design and Ports ≥ 4 Active Universal Probe Ports (Each probe should work on any port) Pin-less Design Probe Connectors Cable Hangers for Probes ≥ 2 USB Ports Caster-mounted system with 4 lockable wheels Integrated Gel Holder and ≥ 4 Integrated Probe Holders Integrated Articulating Arm HDMI Port Hard Disk: ≥ 500 GB			
7. User Interface			

Alphanumeric Physical Keyboard
Ergonomic Knobs for Mode, Focus, Zoom, Depth
Physical Trackball with L/R, Enter Buttons
Easy Menu Access Keys
Dedicated Keys for Saving, Printing and Varying Probe Frequency
Backlight

8. Imaging Modes & Optimization

2D, M-Mode, Anatomical M-Mode, PW Doppler, Directional PWD, CWD, Color Doppler
Color M-Mode, Color Compare, Dual Imaging (2D/2D; 2D/CF), Duplex (2D/CF), Triplex
(2D/CF/PW)

Tissue Doppler Imaging (TDI), Harmonics Imaging, Steer, TDI/PW
Realtime Compounding, Adaptive Image Processing (≥ 3 levels)
One Button Optimization on 2D & Doppler Mode
Realtime Gain & TGC Optimization
Trapezoidal Imaging, Live Color Compare, High Definition Read/Write Zoom, Body Marks
Full Screen Feature for Image Viewing

9. Measurement & Calculations

2D: Distance, Circumference, Simpson
M-Mode: Depth, Time, Slope
Doppler: Vmax, Max-PG, VTI, TAPV, RI, PI, S/D Ratio, Heart Rate, etc.
Cardiac Pressure Half Time, RA Systolic Pressure
User-Defined Measurements & Calculations
Automated Doppler and M-Mode Calculations
Automatic Speckle Tracking for LV Function
Automatic Intima Media Thickness

10. Clinical Applications

Adult and Pediatric Cardiac Applications
Vascular and Abdominal Applications

11. Probes Supplied

Advanced Adult Cardiac Probe – Single-Crystal Tech, 15 MHz, ≥ 80 Elements
Pediatric Cardiac Probe – Active Array, 37 MHz, ≥ 80 Elements
Linear Probe – Active Array, 411 MHz, 128 Elements

12. Networking & Connectivity

DICOM 3.0 (Send/Receive), DICOM Worklist & Print
PC format export (JPEG, AVI)
Remote Service Connectivity

13. System Settings

Configurable Hospital Name
Selectable Date/Time Formats (MMDDYYYY, DDMMYYYY, etc.)
Preinstalled A4 Printer Drivers
User-defined Presets and Annotations
Export & Import Capability

14. Cine Loop

Dedicated Freeze Button
Minimum 1800 frames

Cine Review Configurable Cine Loop Duration (1 sec – 5 mins)	
15. Patient Data & Reporting Thumbnail Preview, Temporary ID, Pause Exam Patient Data Export/Import (Images & Loops) Customizable Report Template (Logo, Fonts, Layout) Automatic Measurements Transfer to Report Attach Images, Graphs, Comments to Report Export Reports as PDF and with Full Study	
Safety & Certifications	CE Marked, Manufacturer ISO Certified Conformity to IEC 606011 & 60601237
Warranty & Documentation	Minimum 3Year Comprehensive Warranty User Manual (Soft & Hard), Service Manual, Quick Guide System Usability Guarantee (≥ 7 Years in Busy Environment)
Future Upgradability	Upgradable to CEUS (Cardiac), TEE, Neonatal, Pediatric Applications via Probe Addition (Software preinstalled)
Delivery point	Murang’a County Referral Hospital for inspection and testing
Installation and testing	Complete installation and set-up of the machine as per manufacturer’s instructions
User Training	On site user training on operation and daily upkeep
Maintenance training	On-site maintenance training on preventive maintenance
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user

3. Electrocardiography Minimum Specifications

Item Description			Electrocardiography Machine
Department	Cardiology / Radiology Level 3-5 health facilities	Section	General Outpatient Services
<p>3. General description</p> <p>The 12-Lead Resting ECG Machine shall be a compact, portable, and clinical-grade electrocardiograph capable of acquiring, displaying, and transmitting high-quality ECG tracings for diagnostic purposes. It shall be integrated with smartphone applications to support patient registration, report generation, and cloud archival, with provision for optional advanced features such as AI interpretation and remote reporting. The machine must include necessary accessories and ensure seamless connectivity with cloud services and data backup systems. Alternative models with integrated screens and thermal printers are acceptable if they meet or exceed the minimum technical and functional criteria.</p>			
<p>4. Quantity/Composition</p> <p>15 No. Portable 12-Lead Resting ECG Machine</p>			
<p>5. Device Type and Functionality</p> <p>Type: Portable 12-lead resting ECG machine Channels: Minimum 12 simultaneous leads Use: Resting ECG acquisition only (not for continuous monitoring) Display: Integrated display (minimum 7" high-resolution color LCD) or smartphone/tablet app interface Interface: Button-operated interface or mobile touch screen interface Lead Options: Support 12-lead and Cabrera-lead waveform display</p>			
<p>6. Acquisition and Signal Processing</p> <p>Digital Sampling Rate: ≥ 500 samples/second Pace Detection Sampling Rate: ≥ 500 samples/second Frequency Response: At least 0.5 Hz to 130 Hz Dynamic Range: ± 400 mV or better Resolution: ≤ 47 pV/LSB Common Mode Rejection Ratio (CMRR): ≥ 115 dB ADC Resolution: 24-bit Noise Level: ≤ 4 μV Artifact Filters: Available (20/40/100 Hz) EMG Filter Options: 25 / 35 Hz AC Filter: 50 / 60 Hz suppression Baseline Drift Filter: 0.5 Hz or equivalent baseline stabilization Time Constant: ≥ 3.2 seconds Sensitivity/Gain: Selectable (5, 10, 20 mm/mV)</p>			
<p>7. Power and Connectivity</p> <p>Power Source Options:</p> <ul style="list-style-type: none"> • 5V DC, 300 mA via USB • AC/DC with built-in rechargeable lithium battery and charger <p>Battery Life: Minimum 10-hour standby, 3-hour continuous printing Protection: Over-current and over-voltage protection</p>			

Connectivity:

- USB OTG support to Android phones/tablets
- Optional Bluetooth or Wi-Fi support

Cloud Data Transfer: Lossless, secure transmission

Storage Format: JSON/PDF with optional barcode tagging

Upload Capability: Upload JSON or PDF to EMR/cloud

8. **Software & Reporting**

Standard Report Formats: Minimum of 4 layout types

ECG Interpretation: Optional dynamic AI-based reporting

Optional Expert Review: ECGs transmitted to certified cardiologist (on demand or automatic)

STEMI Detection: Optional AI-powered STEMI alerts

Cloud Archival: Optional cloud storage with secure retrieval

Application: Mobile & web interface for data access and reporting

Additional Outputs: Superimposed QRS, histogram, trend chart, interval list

Measurement Parameters: HR, PR interval, P duration, QRS duration, QT/QTc interval, P/QRS/T

Axis, R(V5), S(V1), R+S(V1/V5) amplitude

Auto-Measurement and Auto-Interpretation Functions: Required

9. **Patient Information and Workflow**

Data Entry Fields: Patient name, ID, age, gender, phone, email

Report Output: PDF format with optional sharing

Multilingual Support: Optional

Reanalysis After Demographic Change: Optional

10. **Printing (Optional Feature)**

Printing Method: Built-in thermal printer (if applicable)

Print Modes: Auto M x N, M x N + 1, M x N + 2, rhythm M-line, manual, and timed

Print Content: Time, speed, gain, lead names, patient info, calibration, filter state, and system info

11. **Physical Characteristics**

Environmental Operating Range: 0°C to 50°C

Keyboard: QWERTY (optional or virtual)

12. **Accessories (to be supplied standard)**

ECG patient cable with 10 leads (banana/clip system, IEC or AHA)

Limb Clamps

Chest Electrodes (Bulbs)

OTG cables (Mini USB to Type C and Micro USB)

13. **User Licenses**

User Licenses: Minimum 5 user logins for application

14. **OPTIONAL VALUE-ADDED FEATURES (To be specified if available)**

AI Interpretation of ECGs (Dynamic AI or equivalent)

STEMI Alert System (AI or rule-based)

Cloud storage and remote access features

Real-time ECG interpretation support (on-demand or continuous)

Offline storage to flash drive (if supported)

Safety & Certifications

Certification: Must be registered by the Pharmacy & Poisons Board (PPB), Kenya

Safety: Conform to IEC 60601-2-25 or equivalent ECG safety

	standards
Warranty & Documentation	Minimum 3Year Comprehensive Warranty User Manual (Soft & Hard), Service Manual, Quick Guide System Usability Guarantee (≥ 7 Years in Busy Environment)
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	Complete installation and set-up of the machine as per manufacturer's instructions
User Training	On site user training on operation and daily upkeep
Maintenance training	On-site maintenance training on preventive maintenance
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user

Lot 2: Digital X-Ray, Theatre & Critical Care Equipment

1. High Frequency Digital X-Ray Radiography System with Printer

Item Description			High Frequency Digital X-Ray Radiography System
Department	Radiology at Level 4 health facility	Section	XRAY
<p>1. General description A floor-mounted, high-frequency digital radiography (DR) system designed for routine and advanced imaging in general diagnostic radiology. The system shall integrate a high-frequency generator, rotating anode X-ray tube, digital flat panel detector, image acquisition workstation, and advanced image processing software. It shall provide stable performance, low radiation dose, high-resolution images, and seamless integration with hospital PACS/RIS systems.</p>			
<p>2. Quantity/Composition 2 No. High Frequency Digital X-Ray</p>			

MINIMUM TECHNICAL SPECIFICATIONS

1. X-Ray Generator

- Type: High-frequency generator
 - Maximum output power: **50 kW**
 - Tube voltage range: **40 – 150 kV**
 - Tube current range: **10 – 630 mA**
 - Exposure time range: **1 ms – 10 s**
 - kV adjustment range: **40 – 50 kV fine-tuned control**
 - Frequency: ≥ 100 kHz
 - Exposure modes: Automatic / Manual / APR program modes
-

2. X-Ray Tube

- Tube Type: Dual-focus rotating anode tube
 - Focal Spots: **0.6 mm / 1.2 mm**
 - Rotating Anode Speed: **2800 rpm or higher**
 - Tube Thermal Capacity: ≥ 140 kHU
 - Housing: Oil-cooled, thermally protected
-

3. Flat Panel Detector (FPD)

- Detector Type: **Cesium Iodide (CsI) scintillator** flat-panel detector
 - Detector Size: **17" × 17" (43 cm × 43 cm)**
 - Pixel Size: **154 μ m**
 - Spatial Resolution: ≥ 3.3 lp/mm
 - Gray Scale: **16-bit**
 - Image Acquisition Time: ≤ 8 seconds
 - Image Transfer: Wireless or wired via gigabit Ethernet
 - Dynamic Range: ≥ 85 dB
 - Detector Origin: Thales or equivalent imported FPD
-

4. Mechanical Movements

- Longitudinal movement along guide rail: **1480 mm**

- Vertical movement: **800 mm**
- Horizontal movement: **210 mm**
- Source-to-Image Distance (SID): **1000 – 1800 mm** adjustable
- Tube rotation angle range: **±180°**
- Wall stand rotation: **±180°**
- Detector stand: Electrically controlled with synchronized motion (optional)

5. Image Acquisition and Processing

- Image processing functions shall include:
 - Real-time automatic window width and level adjustment
 - Edge enhancement and image noise suppression
 - Positive/negative image inversion
 - Rotation, flip, zoom, and translation tools
 - ROI cropping, histogram display, and full-screen mode
 - Image annotation (text, orientation markers, and measurements)
 - Image stitching and multi-image combination for full-length views
- DICOM 3.0 compliance: Print, Store, Worklist, and Query/Retrieve

6. Image Storage and Display

- Workstation Display: Minimum **21” medical-grade LCD monitor**, 1920×1080 resolution or higher
- Storage: **≥1 TB** hard drive capacity
- Backup: USB and PACS transfer capability
- Supported Formats: DICOM, JPEG, PNG, and TIFF

Manufacturing standards or Conformity to standards	Safety & Compliance: CE Certified, ISO 13485, IEC 60601 compliant Manufacturer must be ISO 9001 certified
Delivery point	Murang’a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer’s instructions
User Training	On-site training for at least 3 staff on operation and daily up
Maintenance training	Minimum 2 preventive maintenance visits per year
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

2. Electric Operating Theatre Table

Item Description			Electric Operating Theatre Table
Department	Health Services at Level 4 health facility	Section	Surgery/Operating Theatres
<p>1. General description</p> <p>An electrically operated, multi-purpose operating table suitable for a wide range of surgical disciplines including general surgery, obstetrics and gynaecology, orthopaedics, ENT, ophthalmology, and urology. The table shall provide powered adjustments for height, lateral tilt, Trendelenburg/reverse Trendelenburg, and backrest via remote control, with manual leg section operation. It shall feature an antistatic, waterproof mattress, radiolucent tabletop, and robust stainless-steel frame for ease of cleaning and C-arm access.</p>			
<p>2. Quantity/Composition</p> <p>1 No. Three-function Electric Operating Theatre Table</p>			
<p>1. Dimensions and Load Capacity</p> <ul style="list-style-type: none"> • Table Length: 2000 ± 20 mm • Table Width: 550 ± 20 mm • Height Adjustment: 700 ± 50 mm • Table Lifting Stroke: ≥290 mm • Rated Load Capacity: ≥135 kg 			
<p>2. Movements and Adjustments (Electrical and Manual)</p> <ul style="list-style-type: none"> • Height Adjustment: Electrically powered, smooth lift via low-voltage DC motor • Trendelenburg / Reverse Trendelenburg: ≥25° each • Lateral Tilt (Left/Right): ≥20° each side • Back Section: <ul style="list-style-type: none"> ○ Up: ≥75° ○ Down: ≥45° • Leg Section: <ul style="list-style-type: none"> ○ Upward: ≥15° ○ Downward: ≥85°, detachable ○ Outward: ≥90° • Head Section: <ul style="list-style-type: none"> ○ Upward: ≥90° ○ Downward: ≥15° • Waist Bridge Elevation: ≥120 mm • Return-to-Zero Function: Single button automatic (optional feature) • Vertical/Horizontal Shift: ≥300 mm in eight-direction movement 			
<p>3. Construction and Materials</p> <ul style="list-style-type: none"> • Frame, Base, and Column Cover: High-grade stainless steel (304), corrosion-resistant and easy to disinfect • Tabletop: Carbon steel plate with radiolucent properties for full C-arm/X-ray imaging access • Support System: Heavy-duty base with reinforced mechanical strength and wide footprint for stability 			

- Finish: Smooth, matte, anti-reflective surface

4. Mattress

- Type: **High-density memory foam decompression mattress**
- Surface: **Antistatic, waterproof, seamless leather cover**
- Design: Removable, single-piece construction for cleaning and maintenance

5. Control System

- Actuation: Low-voltage DC electric motor system with MCU processor
- Controls: Handheld remote with anti-clash safety feature
- Self-locking Function: To prevent accidental activation or false triggering
- Backup Power: Battery capacity for **80–100 operations** when fully charged
- Safety Features: Over-current and over-voltage protection

6. Mobility and Stability

- Movement: Foot treadle brake system for easy relocation and secure positioning
- Base: Four-caster mobile base with antistatic wheels and central locking mechanism

7. Accessories (Standard Supply)

Accessory	Quantity
Anesthesia Screen	1
Shoulder Support	2
Foot Board	2
Screen Frame Slider	2
Armrest	2
Slider (Arm/Leg)	6
Support Frame	2
Leg Support	2

Manufacturing standards or Conformity to standards	Must comply with IEC 60601-2-46 or equivalent standard for operating tables Certification: CE-marked, ISO 13485 manufacturer
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

3. Multi-Parameter Patient Monitor Minimum Specifications

Item Description			Multi-Parameter Patient Monitor
Department	Health Services at Level 3-5 health facility	Section	Critical Care / Theatre / General Wards
<p>1. General description A compact, transportable patient monitor designed for adult, paediatric, and neonatal use. The device shall provide continuous real-time monitoring of key physiological parameters—ECG, SpO₂, NIBP, respiration rate, and temperature—with advanced signal processing algorithms to ensure accuracy under various clinical conditions. It shall feature a durable, portable design with integrated display, intuitive interface, and long battery life suitable for bedside and intra-hospital use.</p>			
<p>2. Quantity/Composition 12 No. Multi-Parameter Patient Monitors</p>			
<p>1. Display and Design</p> <ul style="list-style-type: none"> • Display Type: 10.1-inch color TFT LCD • Resolution: 1024 × 600 pixels • Operation: Touchscreen interface for easy navigation • Design: Fanless operation for low noise and dust resistance • Mounting: Tabletop and wall-mount options • Battery: Rechargeable lithium battery, ≥4 hours continuous operation • Power Supply: AC 100–240 V, 50/60 Hz 			
<p>2. ECG Monitoring</p> <ul style="list-style-type: none"> • Leads: 3-lead / 5-lead selectable • Heart Rate Range: 15 – 350 bpm • Accuracy: ±1 bpm or ±1% (whichever is greater) • Input Impedance: ≥50 MΩ • CMRR: ≥100 dB • Sensitivity (Gain): 2.5, 5, 10, 20 mm/mV • Lead-Off Detection: Supported • Arrhythmia Analysis: Automatic, with visual and audible alarms • Filter: Adjustable anti-drift and motion artifact filters 			
<p>3. SpO₂ Monitoring</p> <ul style="list-style-type: none"> • Measurement Range: 0 – 100% • Accuracy: ±2% (70–100%) • Pulse Rate Range: 20 – 250 bpm • Low Perfusion Performance: Functional at PI ≥0.3% • Averaging Time: Adjustable (4–16 seconds) 			
<p>4. Non-Invasive Blood Pressure (NIBP)</p> <ul style="list-style-type: none"> • Method: Oscillometric • Measurement Modes: Manual, Auto, and Continuous • Measurement Range: <ul style="list-style-type: none"> ○ Systolic: 40 – 270 mmHg 			

- Diastolic: 10 – 215 mmHg
- Mean: 20 – 235 mmHg
- Accuracy: ± 5 mmHg
- Inflation Time: ≤ 15 seconds
- Overpressure Protection: Built-in automatic release

5. Respiration (RESP)

- Method: Thoracic impedance
- Range: **0 – 150 breaths/min**
- Accuracy: ± 2 bpm or $\pm 2\%$
- Display: Real-time waveform

6. Temperature

- Channels: Dual-channel measurement
- Range: **25°C – 45°C**
- Accuracy: $\pm 0.1^\circ\text{C}$
- Probes: Compatible with reusable YSI-type probes

7. Alarms & Indicators

- Audible and visual alarms for:
 - High/Low heart rate
 - SpO₂ desaturation
 - NIBP out of range
 - Temperature deviation
 - Sensor disconnection or power failure
- Prioritization: 3 levels (High / Medium / Low)

8. Data Management & Storage

- Internal Memory: ≥ 120 hours of tabular and trend data
- Display Modes: Numeric and waveform display
- Report Printing: Via external USB printer (if supported)
- User Interface: Configurable parameter layout

9. Physical Characteristics

- Dimensions: Approx. 260 mm (W) \times 160 mm (H) \times 210 mm (D)
- Weight: ≤ 3.5 kg
- Enclosure: Durable, easy-to-clean medical-grade plastic

10. Accessories (Standard Supply)

- ECG cable (3/5-lead)
- Adult NIBP cuff and hose
- Adult SpO₂ finger sensor
- Reusable temperature probe
- Power cable and adapter
- User and maintenance manuals

Manufacturing standards or Conformity

Safety Standards: IEC 60601-1, IEC 60601-2-27, IEC 60601-2-

to standards	30 compliant Certification: CE-marked, ISO 13485 manufacturer
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

4. Halogen Examination Lamp (Mobile On Casters) Minimum Specifications

Item Description			Halogen Examination Lamp (Mobile On Casters)
Department	Health Services at Level 3-5 health facility	Section	General Wards / Outpatient Department / Examination Rooms
<p>1. General description</p> <p>A mobile examination lamp designed to provide focused, shadow-free illumination for general medical examinations, minor procedures, and outpatient settings. The unit shall use a halogen light source, deliver consistent colour rendering suitable for tissue differentiation, and be mounted on a stable, mobile base with castor wheels for ease of movement.</p>			
<p>2. Quantity/Composition</p> <p>50 No. Halogen Examination Lamp (Mobile On Casters)</p>			
<p>B. MINIMUM TECHNICAL SPECIFICATIONS</p>			
<p>1. Illumination Performance</p> <ul style="list-style-type: none"> • Light Source: Halogen bulb (12V / 35–50W) • Light Intensity: 20,000 – 35,000 lux at 0.5 m • Light Field Diameter: ≥150 mm at 0.5 m distance • Color Temperature: 3,000 – 4,200 K • Light Adjustment: Adjustable brightness (manual or via dimmer) • Lamp Life: Minimum 1,000 hours continuous operation 			
<p>2. Optical and Mechanical Features</p> <ul style="list-style-type: none"> • Reflector: Parabolic or dichroic glass reflector for efficient light concentration • Light Head: Adjustable multi-joint arm allowing 3D positioning and 360° rotation • Focus: Manual focusing mechanism for light field adjustment • Cooling System: Heat-absorbing filter or air-cooled lamp housing 			
<p>3. Mobility and Mounting</p> <ul style="list-style-type: none"> • Mounting Type: Mobile floor stand on five (5) antistatic castor wheels, at least two lockable 			

- Base Design: Stable, weighted base to prevent tipping during adjustment
- Height Adjustment: Adjustable height range **100–160 cm**
- Arm Reach: Minimum **90 cm** from base to light head

4. Electrical Requirements

- Power Supply: **AC 220–240 V, 50/60 Hz**
- Power Consumption: ≤ 60 W
- Protection Class: Class I, Type B equipment
- Switch: Easily accessible on/off control on head or arm

5. Safety and Construction

- Housing: Durable, corrosion-resistant metal or high-grade polymer casing
- Insulation: Double-insulated electrical wiring
- Safety: Fuse protection and compliance with IEC 60601-1 standards
- Noise: Silent operation, ≤ 45 dB

6. Accessories and Consumables

- Standard halogen bulb (installed)
- One (1) spare halogen bulb
- Instruction and maintenance manual

Manufacturing standards or Conformity to standards	Certification: CE-marked and ISO 13485 manufacturer Electrical Safety: IEC 60601-1 compliant
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

5. Twin Bottle Suction Machines Minimum Specifications

Item Description			Twin Bottle Suction Machine
Department	Health Services at Levels 3-5 health facilities	Section	Theatre / General Wards / Emergency Unit
<p>1. General description The suction machine shall be a portable, professional-grade, oil-free lubrication pump system designed for airway management, secretion removal, and general suction applications in clinical environments. It shall be robust, easy to maintain, and suitable for use in hospitals, clinics, emergency rooms, and operating theatres. The unit shall be equipped with dual high-capacity bottles and meet applicable medical device regulatory standards.</p>			
<p>2. Quantity/Composition 39 No. Electric 20L/min Twin Bottle Suction Machine</p>			
<p>3. Pump & Performance</p> <ul style="list-style-type: none"> • Pump Type: Oil-free lubrication pump • Maximum Vacuum: ≥ 90 kPa • Adjustable Vacuum Range: 20 kPa up to maximum vacuum • Maximum Airflow Rate: ≥ 20 L/min • Noise Level: ≤ 60 dB(A) <p>4. Suction Bottles</p> <ul style="list-style-type: none"> • Number: Two (2) • Capacity: Minimum 2500 ml each • Material: Glass or equivalent autoclavable material • Clear graduated markings for fluid measurement <p>5. Power & Electrical Requirements</p> <ul style="list-style-type: none"> • Power Supply: AC 220V $\pm 10\%$, 50Hz $\pm 2\%$ • Input Power: ≤ 120 VA • Overload protection circuit integrated <p>6. Physical Characteristics</p> <ul style="list-style-type: none"> • Dimensions (W x D x H): Not exceeding 360 mm x 320 mm x 480 mm • Weight: ≤ 16 kg for portability • Casing: Durable, easy-to-clean medical-grade material • Fitted with integrated carrying handle or base for mobility <p>7. Accessories & Fittings</p> <ul style="list-style-type: none"> • Suction tubing set (patient & bottle connections) – 2 complete sets • Power cable – 1 piece • Spare bacterial/viral filters – minimum 2 pieces • User manual in English 			
Manufacturing standards or Conformity to standards		ISO 13485 compliant or equivalent	
Delivery point		Murang'a County Referral Hospital for inspection and testing	
Installation and testing		To be done by vendor at site, set-up of the machine as per manufacturer's instructions	

User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

6. Medical Gas Flowmeter (Oxygen / Medical Air) Minimum Specifications

Item Description			Medical Gas Flowmeter (Oxygen / Medical Air)
Department	Health Services – County Hospitals and Level 3–5 Health Facilities	Health Services – Hospital Wards, Operating Theatres, Emergency & Critical Care Units	Medical Gas Delivery Systems
<p>1. General description</p> <p>A precision, pressure-compensated device used to regulate and measure the flow of medical gases such as oxygen or medical air from a central supply or high-pressure cylinder to the patient. The flowmeter includes a transparent graduated tube, flow control valve, and gas-specific inlet connector for accurate and safe gas delivery. Suitable for use with humidifiers, anaesthesia machines, and oxygen therapy devices.</p>			
<p>2. Quantity/Composition</p> <p>6 No. Medical Gas Flowmeters (Oxygen or Medical Air type, as specified)</p>			
<p>3. Measurement Range & Accuracy</p> <ul style="list-style-type: none"> • Flow range: 0 – 15 L/min (calibrated at 101 kPa, 20 °C) • Accuracy: ±5% of full-scale reading • Inlet pressure rating: 345–380 kPa (3.5–3.8 bar, 50–55 psi) • Flow control: Precision needle valve for smooth, continuous adjustment • Back-pressure compensation: Ensures stable flow regardless of downstream restriction (e.g. humidifier use) 			
<p>4. Display & User Interface</p> <ul style="list-style-type: none"> • Transparent, shatterproof flow tube (polycarbonate or borosilicate glass) with clearly marked graduations in L/min • Float or ball-type indicator for easy, accurate reading at eye level • Large ergonomic control knob for one-hand adjustment • Clearly marked “ON/OFF” and gas type label (O₂ / AIR) • Pressure-compensated design for consistent accuracy 			
<p>5. Power, Utility Supply & Portability</p> <ul style="list-style-type: none"> • Power: Non-electrical (manual mechanical operation) • Gas supply source: <ul style="list-style-type: none"> ○ Medical Oxygen or Medical Air 			

- Supply pressure 345–380 kPa (3.5–3.8 bar / 50–55 psi)
- **Gas inlet connection:** Quick connector specific to gas type (BS/DISS/AFNOR compatible)
- **Outlet:** 6 mm barbed or threaded M12 × 1.25 mm fitting for humidifier or oxygen tubing
- **Weight:** ≤0.8 kg (complete assembly)
- **Mounting options:** Wall, rail, or cylinder connection

6. Construction & Ergonomics

- Body: Chrome-plated brass or anodized aluminum, corrosion-resistant
- Flow tube: High-clarity polycarbonate or borosilicate, antistatic and impact-resistant
- Sealing O-rings: Nitrile or equivalent medical-grade elastomer
- Detachable flow tube for cleaning and sterilization
- Ergonomic adjustment knob and protective cover over gauge
- Designed for easy servicing and calibration

7. Operating Environment

- **Temperature:** +10 °C to +40 °C
- **Relative Humidity:** ≤95% non-condensing
- **Inlet Pressure:** 345–380 kPa (3.5–3.8 bar / 50–55 psi)
- **Compatible Gases:** Medical Oxygen and Medical Air

8. Accessories & Documentation

Each unit supplied complete with:

- Hose nipple and humidifier connector
- Calibration certificate (ISO/IEC 17025 or equivalent)
- User manual in English (hard and soft copy)
- Spare flow tube and O-ring set

Safety & Certifications	<p>Manufacturing standard: ISO 13485 (Medical Devices – Quality Management)</p> <p>Performance standard: ISO 15002 (Flowmeters for Medical Gas Systems)</p> <p>Fitting compatibility: ISO 9170-1 (Terminal Units for Medical Gas Pipeline Systems)</p> <p>Materials: Medical-grade, non-reactive, corrosion-resistant metals and plastics</p>
Warranty	Minimum 1-year warranty after commissioning on all parts and labour.
Delivery point	Murang’a County Referral Hospital for inspection and testing
Installation and testing	<p>Vendor to install and test flowmeters at designated outlet points, verifying:</p> <ul style="list-style-type: none"> • Flow accuracy across 0–15 L/min range • Leak integrity at 380 kPa • Compatibility with local gas outlet fittings
User Training	Training for at least 2 staff per department on installation, safe operation, calibration checks, and cleaning procedures.
Maintenance training	<p>Minimum 2 preventive maintenance visits per year</p> <p>Local availability of spare parts (tubes, valves, O-rings)</p> <p>Maintenance and calibration logbook supplied</p>

	Annual calibration verification by certified technician
Commissioning	Functional testing of each unit at working pressure and full flow range, with certification by facility maintenance team and end-user representative.

7. Oxygen Concentrator Minimum Specifications

Item Description			
Department	Health Services – County Hospitals and Level 3–5 Health Facilities	Section Emergency, Paediatric, Maternity, Theatre, and General Wards	Oxygen Concentrator
<p>3. General description</p> <p>A stationary, electrically powered medical device designed to concentrate oxygen from ambient air through a molecular sieve process (pressure swing adsorption). The unit continuously delivers therapeutic oxygen concentration above 82% at flow rates up to 10 L/min, intended for clinical management of hypoxaemia in adults, children, and neonates. Suitable for continuous use (24 h/day) in low-resource settings with hot, humid environments and intermittent power.</p>			
<p>4. Quantity/Composition</p> <p>1 No. Oxygen Concentrator Units (≥ 5 L/min capacity)</p>			
<p>5. Measurement Range & Accuracy</p> <ul style="list-style-type: none"> • Flow rate range: 0.5 – 10 L/min (continuous, adjustable in 0.5 L/min increments) • Oxygen concentration (purity): $\geq 82\% \pm 3\%$ at maximum rated flow • Output pressure: ≥ 55 kPa at all flow rates up to rated maximum • Operating altitude: Maintains $\geq 82\%$ purity at 40 °C, 95% RH, and 2000 m a.s.l. 			
<p>6. Display & User Interface</p> <ul style="list-style-type: none"> • Built-in flowmeter with flow-rate control • Indicators for: power status, low oxygen concentration ($< 82\%$), system fault, temperature, and power failure • Hour meter displaying cumulative operating hours • Audible and visual alarms for: <ul style="list-style-type: none"> • Low O₂ concentration • No flow • High/low pressure • Power supply failure or battery low • Over-temperature 			
<p>7. Power & Portability</p> <ul style="list-style-type: none"> • Power consumption: ≤ 70 W per LPM (typically 280–600 W total) • Power input: 220–240 VAC $\pm 10\%$, 50 Hz • Plug: Compatible with Kenyan standards • Back-up: Compatible with UPS, battery bank, or generator connection • Noise level: ≤ 50 dB(A) • Mobility: Mounted on wheels with locking mechanism; total weight ≤ 27 kg 			

8. Construction & Ergonomics

- Durable enclosure with gross particle and fine intake filters (user cleanable)
- Barbed oxygen outlet fittings, recessed to prevent breakage
- Heat-dissipating housing with built-in fan and compressor cooling
- Lightweight and compact for movement between wards

9. Operating Environment

- **Temperature range:** +10 °C to +40 °C
- **Relative humidity:** ≤ 95% (non-condensing)
- **Altitude tolerance:** ≤ 2000 m a.s.l.

10. Accessories & Documentation

Each unit to be supplied complete with:

- Humidifier bottle with tubing (threaded or barbed connector)
- Oxygen delivery accessories:
 - 1 × Adult nasal prong
 - 1 × Paediatric nasal prong
 - 1 × Oxygen mask
- Spare gross particle filter × 2
- Voltage stabilizer and surge protector (IEC 61643-11 compliant)
- User and service manuals (English, printed × 2 sets and soft copy)
- Preventive maintenance log sheet

11. Additional Features

- Time meter (hour counter) for cumulative use
- Auto shut-off and alarm for overheating or electrical faults
- Compatible with external flowmeter stand or flow-splitter for multi-patient use
- Over-current and over-voltage protection
- Bubble-humidification option for high-flow therapy

Safety & Certifications	Manufactured under ISO 13485 (Medical Devices – Quality Management) Compliance with ISO 80601-2-69:2014 (Medical electrical equipment – Oxygen concentrators) Electrical safety per IEC 60601-1 standards
Warranty	Minimum 1-year warranty after commissioning on all parts and labour.
Delivery point	Murang’a County Referral Hospital for inspection and testing
Installation and testing	Vendor to install, test, and demonstrate full functionality as per manufacturer instructions at each designated site.
User Training	On-site training for at least 3 staff per facility on operation, daily maintenance, and safety Training to include fire hazards, cleaning, and filter maintenance
Maintenance training	Minimum 2 preventive maintenance visits per year Local after-sales service agent and spare-parts availability confirmed

	User and maintenance manuals provided in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the device to user satisfaction, including oxygen concentration verification and alarm functionality.

Lot 3: Maternal, Neonatal & Foetal Care Equipment

1. Baby Incubator Minimum Specifications

Item Description			Neonatal Incubator
Department	Health Services at Levels 4 health facilities	Section	Neonatal Care / Maternity / Paediatrics
<p>1. General description</p> <p>A microprocessor-controlled neonatal incubator designed to provide a stable and safe thermal environment for premature and low-birth-weight infants. The unit must offer both air and skin servo-control modes, precise humidity regulation, optional oxygen control, and integrated safety alarms. It should feature a double-wall canopy, intuitive LCD interface, mobility for ease of movement, and be suitable for continuous hospital operation in neonatal and maternity wards.</p>			
<p>2. Quantity/Composition</p> <p>2 No. Neonatal Incubators</p> <ul style="list-style-type: none"> • Temperature Control: Automatic/servo-controlled air and skin temperature regulation. • System Type: Microprocessor-based for precise temperature and humidity control. • Control Modes: Thermistor-based automatic servo control for both air and skin temperature. • Temperature Range: Air-mode set temperature adjustable from 23-37°C in 0.1°C increments. • Self-Test Feature: Automatic self-test on power-up and regular internal component diagnostics during operation. • Visual Indicators: Heater power status indicator. • Backup Systems: Internal backup thermistor for safety. • Humidity Control: Built-in water reservoir for additional air humidity regulation. • Sound Levels: Maximum internal sound level ≤ 60 dB during normal operation; ≤ 65 dB during audible alarms. • Battery Backup: Internal LiMH battery for alarm and memory backup functionality only (does not support normal operation). • Power Requirements: Options for 110 Volt / 60 Hz or 220 Volt / 50 Hz, to be specified at order. 			
<p>CONSTRUCTION AND DESIGN</p> <ul style="list-style-type: none"> • Canopy: Double-walled clear canopy. • Access Features: <ul style="list-style-type: none"> ○ Front panel latched door, minimum 30 cm high x 75 cm wide. ○ Minimum of four latched hand access ports and two iris ports. ○ Minimum of five tube access ports. • Mattress Tray: Fixed, tiltable between 0° and at least ± 10°. • Mattress: Removable, washable, fluid-resistant cover, minimum dimensions 65 cm long x 37 cm wide. • Display: Operational status display with set and measured values and alarms. 			

- **Equipment Mounting:** Includes at least one equipment shelf, IV pole, and side rails for accessories and equipment.
 - **Base Cabinet:** Integrated with at least one drawer.
 - **Handling and Safety:**
 - Side handles for positioning.
 - Protective bumpers on all four corners.
-

	<ul style="list-style-type: none"> Mobility: Four anti-static swivel castors, minimum 10 cm in diameter, with at least two castors equipped with brakes.
Manufacturing standards or Conformity to standards	ISO 13485 (manufacturer), ISO 9001 (supplier, if not manufacturer). IEC 60601-1, IEC 60601-1-2, IEC 60601-2-21 compliance
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

2. Infant Radiant Warmer Minimum Specifications

Item Description		Infant Radiant Warmer	
Department	Health Services at Levels 4 health facilities	Section	Neonatal / Maternity Ward
<p>1. General description A microprocessor-controlled infant radiant warmer designed to provide open care warming to newborns in delivery rooms, nurseries, or neonatal intensive care units. The system shall feature both manual and servo control modes, an overhead quartz heating element, temperature monitoring with alarms, and an integrated examination light.</p>			
<p>2. Quantity/Composition 2 No. Infant Radiant Warmer</p>			
<p>MINIMUM TECHNICAL SPECIFICATIONS</p> <p>1. Physical Dimensions and Construction</p> <ul style="list-style-type: none"> Overall dimensions: 105 cm (L) × 78 cm (W) × 190 cm (H) or closest Bassinet dimensions: 82 cm (L) × 52 cm (W) or closest Bassinet tilting: Up to 12° both directions Total weight: ≤49 kg Caster wheels: Four swivel castors (minimum two lockable) for mobility Frame: Mild steel powder-coated structure with stainless-steel fittings 			
<p>2. Heating System</p> <ul style="list-style-type: none"> Heating source: Quartz infrared heating element Heater power rating: 650 W (3.4 A / 7 A) or closest 			

- Heating element life: **>8000 hours**
- Heater movement: Manually adjustable head for focusing radiant heat
- Heat distribution: Uniform over baby bed

3. Control Modes

- **Manual Mode:** Variable heater output adjustment (0–100%)
- **Servo (Skin) Mode:** Automatic control through temperature feedback sensor
- **Pre-heat Mode:** For quick warm-up before patient placement
- Mode transition: Auto-switch between manual and servo modes

4. Temperature Monitoring and Display

- Display type: **Digital LED display** for temperature and mode indicators
- Measured parameters: Set temperature, baby (skin) temperature, heater output percentage
- Skin temperature control range: **25°C–39°C**, resolution 0.1°C
- Accuracy: **±0.5°C**
- Temperature sensor: Skin probe, reusable, with probe-fault detection

5. Alarms and Safety Features

- Audible and visual alarms for:
 - High/low temperature deviation
 - Sensor disconnection/failure
 - Power failure
 - System fault or overheat condition
- Over-temperature cut-off protection for heater element
- Backup safety relay to disable heater in unsafe conditions

6. Examination and Illumination

- Integrated examination lamp: White halogen/LED illumination for procedures
- Lamp control: Separate on/off switch on control panel

7. Electrical and Environmental Requirements

- Power supply: **AC 230 V ±10%, 50/60 Hz**
- Power consumption: ≤700 W
- Fuse protection for power input circuit
- Operating environment:
 - Temperature: 18°C–30°C
 - Humidity: ≤75% non-condensing

8. Standard Accessories

Accessory	Quantity
Skin temperature probe	1 (installed) + 1 spare
Heater assembly	1

Examination lamp	1
User manual and maintenance guide	1 set
Manufacturing standards or Conformity to standards	ISO 13485 (manufacturer), ISO 9001 (supplier, if not manufacturer). IEC 60601-1, IEC 60601-1-2, IEC 60601-2-21 compliance
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

3. Foetal Monitor with Cardiotocography Minimum Equipment Specifications

Item Description			Foetal Monitor with Cardiotocography
Department	Health Services at Level 4 health facility	Section	Obstetrics & Gynaecology / Maternity
1. General description			
The foetal monitor shall be a clinical-grade, portable device for continuous or intermittent monitoring of foetal heart rate (FHR), uterine contractions (TOCO), and foetal movement, suitable for single or twin pregnancies. The system must provide real-time waveform display, automatic scoring, and integrated printing of monitoring results. It shall be compatible with a wired or wireless central monitoring system and equipped with a built-in rechargeable battery for uninterrupted operation during power loss.			
2. Quantity/Composition			
8 No. Foetal Monitor with Cardiotocography			
3. Display & Interface			
<ul style="list-style-type: none"> • 12.1-inch high-resolution color LCD display • Foldable screen (0°–90° tilt adjustment) • Touchscreen operation preferred • Clear visual marking of normal FHR range (110–160 bpm) 			
4. Monitoring Functions			
<ul style="list-style-type: none"> • Dual-channel FHR measurement for twin pregnancies • Uterine contraction (TOCO) measurement • Fetal movement recording (manual and automatic) • Overlap verification to distinguish twin FHR signals 			

- Automatic FHR scoring and trend analysis
- Adjustable alarm limits for FHR and TOCO

5. Measurement & Performance

- FHR Measurement Range: 50–240 bpm
- Accuracy: ± 1 bpm
- TOCO Measurement Range: 0–100 units
- FHR Resolution: 1 bpm
- Sampling Frequency: ≥ 4 times/second for FHR
- Signal processing with noise and motion artifact suppression

6. Data Management & Storage

- 24-hour continuous monitoring and storage of curves
- U-disk export of case reports in PDF format
- On-screen review of historical monitoring data

7. Printer

- Built-in 152mm thermal printer
- High-definition, long-life printing head
- Adjustable print speeds (1, 2, or 3 cm/min)
- Capability for real-time and review printing

8. Connectivity

- Compatibility with wired or wireless central monitoring systems
- USB port for data export and connectivity

9. Power & Battery

- AC power input: 100–240V, 50/60 Hz
- Built-in rechargeable battery providing ≥ 3 hours operation after power loss
- Battery status indicator on display

10. Transducers

- High-sensitivity, broad-beam ultrasound transducers (12-crystal) for FHR
- Waterproof design for ease of cleaning and disinfection
- TOCO transducer for uterine activity

11. Physical Characteristics

- Weight: ≤ 6.5 kg (with battery)
- Dimensions: ≤ 400 mm (W) \times 300 mm (D) \times 150 mm (H)
- Carry handle for easy mobility

12. Accessories (Supplied Standard)

- 2 \times FHR transducers
- 1 \times TOCO transducer
- 1 \times Fetal movement marker
- 1 \times Packet of thermal printing paper rolls
- 1 \times Power cable
- 1 \times Set of belts for securing transducers
- 1 \times Ultrasound transmission gel

Manufacturing standards or
Conformity to standards

Must conform to IEC 60601-1 and IEC 60601-2-37 safety and
performance standards for fetal monitoring equipment
Must be registered by the Pharmacy & Poisons Board (PPB) in

	Kenya
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

4. Portable Foetal Doppler Minimum Specifications

Item Description			Portable Foetal Doppler
Department	Health Services at Levels 3-5 health facilities	Section	Maternity / Antenatal Care
<p>1. General description A portable, handheld Doppler ultrasound device for non-invasive detection and monitoring of fetal heart rate (FHR) during pregnancy. Suitable for use in clinics, maternity wards, and home visits, with both battery and mains power options.</p>			
<p>2. Quantity/Composition 36 No. Handheld, portable Doppler ultrasound foetal heart rate monitors</p>			
<p>3. Device Type & Functionality</p> <ul style="list-style-type: none"> • Handheld, portable Doppler ultrasound fetal heart rate monitor. • Designed for use in clinical and field environments. • Capable of real-time FHR detection from early gestation. 			
<p>4. Doppler Probe</p> <ul style="list-style-type: none"> • High-sensitivity waterproof probe, frequency 2 MHz (3 MHz optional). • Optimized for accurate signal detection in various maternal conditions. 			
<p>5. FHR Measurement</p> <ul style="list-style-type: none"> • Measuring range: 50 – 240 bpm (or wider). • Resolution: 1 bpm. • Accuracy: ±1 bpm. • Auto shut-off after a set period of inactivity to save power. 			
<p>6. Ultrasound Output & Safety</p> <ul style="list-style-type: none"> • Ultrasound intensity: ≤10 mW/cm² (as per IEC 60601-2-37). • Low ultrasound dosage, safe for continuous monitoring. 			
<p>7. Display</p> <ul style="list-style-type: none"> • Color or monochrome backlit LCD. • Minimum size: 45 × 25 mm. • Display parameters: FHR (numeric), battery status, signal strength. 			
<p>8. Audio Output</p>			

<ul style="list-style-type: none"> • Built-in speaker with adjustable volume. • 3.5 mm headphone jack. • Clear audio output with minimal static. <p>9. Power Supply & Battery</p> <ul style="list-style-type: none"> • AC 110–240 V, 50/60 Hz. • Rechargeable Ni-MH or Li-ion battery. • Minimum 6 hours continuous operation on full charge. • Low battery indicator. <p>10. Physical Characteristics</p> <ul style="list-style-type: none"> • Approximate dimensions: 135 × 95 × 35 mm. • Weight ≤500 g. • Ergonomic design for prolonged use. <p>11. Environmental Conditions</p> <ul style="list-style-type: none"> • Operating temperature: 5°C – 40°C. • Relative humidity: ≤80% non-condensing. <p>12. Standard Accessories</p> <ul style="list-style-type: none"> • 1 × ultrasound probe. • 1 × rechargeable battery. • 1 × AC adapter. • 1 × user manual. <p>13. Optional Accessories</p> <ul style="list-style-type: none"> • Carry case. • Earphones. • Ultrasound gel. 	
Manufacturing standards or Conformity to standards	Compliance with IEC 60601-1 (electrical safety) and IEC 60601-2-37 (ultrasound fetal monitoring) CE Marked, ISO 13485 certified manufacturer
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

5. Digital Infant Length Measuring Devices Minimum Specifications

Item Description			Digital Baby Length Measuring Device
Department	Health Services at Levels 3 health facilities	Section	Maternal, Newborn & Child Health
<p>1. General description A portable, battery-operated digital length measuring device for newborns and infants. Designed for use on an examination table or similar surface, it provides fast, accurate, and stable measurements. Features a bold LCD display, convenient unit switching between centimetres, inches, and feet/inches, and a hold function to retain readings for active infants. Lightweight and easy to transport between patient rooms.</p>			
<p>2. Quantity/Composition 45 No. Digital Baby Length Measuring Device</p>			
<p>3. Measurement Range & Accuracy</p> <ul style="list-style-type: none"> • Measurement Range: 35 cm – 80 cm. • Graduation: 1 mm. • Accuracy: ±1 mm. <p>4. Display & User Interface</p> <ul style="list-style-type: none"> • Display: Large, bold LCD for easy reading. • Units: Switchable between centimeters, inches, and feet/inches. • Function Keys: RESET, HOLD, UNIT, ON/OFF. • Hold Function: Retains measurements on screen for active infants. <p>5. Power & Portability</p> <ul style="list-style-type: none"> • Power Source: Two (2) 1.5V AAA batteries (included). • Lightweight design for easy mobility between patient rooms. • Rubber feet for stable footing during measurement. <p>6. Construction & Ergonomics</p> <ul style="list-style-type: none"> • Smooth, contoured paddles gentle to infant touch. • Suitable for use on exam tables. • Durable, easy-to-clean construction. <p>7. Dimensions & Weight</p> <ul style="list-style-type: none"> • Overall Dimensions: 29 cm (W) × 7 cm (H) × 62 cm (L). • Shipping Weight: ≤1 kg. <p>8. Operating Environment</p> <ul style="list-style-type: none"> • Temperature Range: +10°C to +40°C. <p>9. Accessories & Documentation</p> <ul style="list-style-type: none"> • Supplied with 2 × AAA batteries. 			
Manufacturing standards or Conformity to standards		ISO 13485 (manufacturer), ISO 9001 (supplier, if not manufacturer).	
Delivery point		Murang'a County Referral Hospital for inspection and testing	
Installation and testing		To be done by vendor at site, set-up of the machine as per manufacturer's instructions	

User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

6. Digital Infant Weighing Scale Minimum Specifications

Item Description			Infant Electronic Weighing Scale
Department	Health Services at Levels 3 health facilities	Section	Maternal & Child Health
<p>1. General description An advanced electronic weighing scale designed for accurate measurement of newborn and infant body weight, suitable for use in maternity wards, neonatal units, child welfare clinics, and community outreach programs. The scale shall have a contoured baby tray, digital display, and integrated features to ensure precision, ease of use, and safe handling of infants.</p>			
<p>2. Quantity/Composition 49 No. Infant Electronic Weighing Scale</p>			
<p>3. Measuring Capacity & Accuracy</p> <ul style="list-style-type: none"> • Maximum capacity: ≥ 20 kg • Minimum graduation: ≤ 5 g for weights up to 10 kg; ≤ 10 g above 10 kg • Accuracy: ± 5 g for weights up to 10 kg; ± 10 g above 10 kg 			
<p>4. Baby Tray</p> <ul style="list-style-type: none"> • Design: Ergonomically contoured, smooth, seamless for easy cleaning • Tray size: Minimum 600 mm length x 280 mm width • Material: Non-toxic, medical-grade plastic, impact resistant • Safety features: Raised edges to prevent infant rolling 			
<p>5. Display & User Interface</p> <ul style="list-style-type: none"> • Display type: Large, backlit LCD display • Display units: Kilograms (kg) with one decimal precision • Functions: Tare, Auto-Hold, Zero, and Memory recall • Auto-off function for power-saving 			
<p>6. Performance Features</p> <ul style="list-style-type: none"> • Auto-Hold function to lock weight reading after stabilization • Tare function to deduct weight of cloths, diapers, or blankets • Measurement time: ≤ 3 seconds stabilization • Overload protection 			
<p>7. Power Requirements</p> <ul style="list-style-type: none"> • Power source: AC mains (220–240V, 50/60 Hz) with backup battery 			

<ul style="list-style-type: none"> • Battery type: Rechargeable or standard replaceable batteries • Battery life: Minimum 20 hours continuous use <p>8. Construction & Mobility</p> <ul style="list-style-type: none"> • Compact, lightweight, and portable design • Non-slip feet for stable placement • Total weight of unit: ≤6 kg <p>9. Accessories & Standard Supply</p> <ul style="list-style-type: none"> • Power adapter and power cable • 1 spare fuse (if applicable) <p>10. Environmental Conditions</p> <ul style="list-style-type: none"> • Operating temperature: 10°C – 40°C • Relative humidity: ≤85% non-condensing 	
Manufacturing standards or Conformity to standards	ISO 13485 (manufacturer), ISO 9001 (supplier, if not manufacturer).
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

Lot 4: Ward Furniture & Hospital Fittings

1. Mechanical Measured Height and Weight Scale Minimum Specifications

Item Description			Mechanical Measured Height and Weight Scale
Department	Health Services at Levels 3-5 health facilities	Section	Inpatient/Outpatient Departments
1. General description			

A robust, purely mechanical height and weight measuring scale featuring a height rod and dial-based weight measurement. Durable, accurate, and easy to maintain, enabling simultaneous measurement of weight and stature to support basic anthropometric needs in clinical environments.

2. Quantity/Composition

45 No. Mechanical Measured Height and Weight Scale

- **Weighing Capacity & Graduation**
Maximum capacity: **≥160 kg** (measured via mechanical dial or beam)
Graduation per division: **0.5 kg**
- **Height Measurement**
Height range: **81 cm – 210 cm**
Graduation per division: **0.5 cm**
- **Platform Specifications**
Load platform area: **375 mm (L) × 275 mm (W)**
Non-slip surface, safe for patient positioning
- **Scale Dimensions & Weight**
Overall measurement (L × W × H): **695 mm × 286 mm × 930 mm**
Net weight: **≤15 kg**
Gross weight (packed): **≤17 kg**
- **Construction & Durability**
Stable mechanical system with clear analog dial or beam indicator
Durable finish, easy-to-clean materials
Secure, adjustable height rod, safe for all ages
- **Compliance & Quality**
Calibrated to accurately measure both weight and height per divisions specified
Built for rugged, continual clinical use; robust design for maintenance ease
- **Accessories & Documentation**
Supplied with user manual in English
Calibration certificate indicating both height and weight accuracy

Manufacturing standards or Conformity to standards ISO 13485 (manufacturer), ISO 9001 (supplier, if not manufacturer).

Delivery point Murang'a County Referral Hospital for inspection and testing

Installation and testing To be done by vendor at site, set-up of the machine as per manufacturer's instructions

User Training On-site training for at least 3 staff on operation and daily upkeep

Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

- **Single-Crank Manual Hospital Bed (Powder-Coated, No Wheels)**
Minimum Specifications

Item Description			Single-Crank Manual Hospital Bed (Powder-Coated, No Wheels)
Department	Health Services at Levels 3-5 health facilities	Section	General Wards / In-Patient Services
<ul style="list-style-type: none"> • General description A manually operated, single-section hospital bed designed for use in general wards. The bed shall provide adjustable backrest positioning using a mechanical crank system and be constructed with a durable powder-coated steel frame for easy cleaning and corrosion resistance. The bed shall have a fixed, non-mobile design (no castor wheels) for stability in high-traffic ward environments. 			
<ul style="list-style-type: none"> • Quantity/Composition 70 No. Single-Crank Manual Hospital Bed (Powder-Coated, No Wheels) 			
MINIMUM TECHNICAL SPECIFICATIONS			
<ul style="list-style-type: none"> • Frame & Construction Material: Heavy-gauge mild steel, rectangular/square tubular structure <ul style="list-style-type: none"> a Finish: Epoxy powder-coated, corrosion-resistant (minimum 50 µm coating thickness) b Bed Platform: Perforated mild-steel sheet or wire-mesh platform for ventilation c Overall Bed Size: Approx. 2000 mm (L) × 900 mm (W) × 500 mm (H) d Load Capacity: Minimum 150 kg safe working load 			
<ul style="list-style-type: none"> • Backrest Adjustment Type: Single-crank mechanical system <ul style="list-style-type: none"> a Function: Backrest elevation from 0° to 70° ±5° b Crank: Foldable, stainless-steel or chrome-plated handle with smooth operation c Mechanism: Screw-jack system or equivalent with self-locking feature 			
<ul style="list-style-type: none"> • Head & Foot Panels Material: Powder-coated steel or ABS plastic (detachable type preferred) <ul style="list-style-type: none"> a Head Panel Height: Approx. 400 mm ± 20 mm b Foot Panel Height: Approx. 350 mm ± 20 mm c Finish: Smooth edges, easy to clean and disinfect 			

d Side Rails

Type: Collapsible or fixed tubular metal rails (2 pcs)
 Material: Mild steel or stainless steel, powder-coated
 Locking: Secure latch to prevent accidental lowering

e Legs & Base

Base: Four sturdy fixed legs, no castors
 End Caps: Rubber or polymer leg tips for floor protection and anti-slip stability
 Optional provision for bolting to floor (if required for ward layout)

f Mattress Support & Accessories

Mattress Platform: Ventilated with rounded edges
 Mattress: Optional standard 2-inch high-density foam mattress with waterproof cover
 IV Pole Provision: Integrated socket on one or both sides
 Lifting Handles: Optional head-end or foot-end grab handles for repositioning

g Safety & Durability

All corners rounded for patient safety
 Weld joints smoothly finished and rust-free

Manufacturing standards or Conformity to standards Meets IEC 60601-2-52 or equivalent mechanical safety standard

Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

- **Stainless Steel Delivery Or Procedure Bed With Receiving Bowl**
Minimum Specifications

Item Description			Stainless Steel Delivery Or Procedure Bed With Receiving Bowl
Department	Health Services at Levels 3-5 health facilities	Section	Maternity / Surgical / General Procedure Rooms
<p>1. General description A stainless-steel, three-section manual delivery or procedure bed designed for use in maternity wards, minor theatres, and examination rooms. The bed shall be strong, corrosion-resistant, and easy to clean and disinfect. It shall include adjustable backrest and leg sections, detachable stirrups, and a removable stainless-steel receiving bowl.</p>			
<p>2. Quantity/Composition 4 No. Stainless Steel Delivery or Procedure Bed with Receiving Bowl</p>			
<p>MINIMUM TECHNICAL SPECIFICATIONS</p>			
<p>1. Construction and Material</p> <ul style="list-style-type: none"> • Frame: Heavy-duty 304-grade stainless steel tubular construction • Surface Finish: Polished or brushed stainless steel, resistant to corrosion and disinfectants • Platform: Three-section design (backrest, seat, and leg sections) • Mattress Support: Stainless-steel sheet platform with perforations for ventilation • Welds: Seamless and smooth for hygiene and safety 			
<p>2. Dimensions and Load Capacity</p> <ul style="list-style-type: none"> • Overall Dimensions: Approx. 1800 mm (L) × 600 mm (W) × 800 mm (H) • Height (fixed): 800 mm ±20 mm • Load Capacity: Minimum 150 kg safe working load 			
<p>3. Adjustable Sections</p> <ul style="list-style-type: none"> • Backrest: Adjustable 0°–70° ±5° via ratchet or gear mechanism • Leg Section: Adjustable 0°–45° ±5° or foldable under seat when not in use • Seat Section: Fixed with built-in perineal cut-out for access during procedures 			
<p>4. Accessories</p> <ul style="list-style-type: none"> • Receiving Bowl: Removable stainless-steel bowl (approx. 4–6 liters capacity), mounted beneath the perineal cut-out • Armrests: Detachable stainless-steel padded armrests, adjustable in height and rotation • Stirrups / Leg Holders: Detachable stainless-steel or chrome-plated adjustable stirrups with padded supports • Waste Tray Holder: Integrated frame for waste tray or bowl under the seat section • Mattress: Three-section waterproof, high-density foam mattress (optional) 			
<p>5. Base and Stability</p> <ul style="list-style-type: none"> • Base: Four fixed legs, capped with non-slip rubber shoes • Wheels: None (fixed installation for stability) 			

<ul style="list-style-type: none"> Optional provision for bolting to floor (if required) 	
6. Safety and Hygiene <ul style="list-style-type: none"> All edges and corners rounded for patient and staff safety Surfaces smooth, easy to wipe, and resistant to disinfectants Structural joints fully welded and polished for infection control 	
7. Electrical and Power <ul style="list-style-type: none"> Not applicable (fully manual operation) 	
Manufacturing standards or Conformity to standards	Conforms to IEC 60601-2-52 (safety requirements for medical beds)
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

4 Standard Baby Cot (Fixed, Powder-Coated Steel Frame) Minimum Specifications

Item Description			Standard Baby Cot (Fixed, Powder-Coated Steel Frame)
Department	Health Services at Levels 3-5 health facilities	Section	Maternity / Surgical / General Procedure Rooms
3. General description A simple, durable, and hygienic baby cot designed for newborns in maternity wards and postnatal units. The cot shall have a fixed height, sturdy powder-coated steel frame, ventilated mattress base, and smooth edges for safety. It shall be lightweight, easy to clean, and designed for continuous use in hospital environments.			
4. Quantity/Composition 5 No. Standard Baby Cot (Fixed, Powder-Coated Steel Frame)			
MINIMUM TECHNICAL SPECIFICATIONS			
1 Frame and Construction <ul style="list-style-type: none"> Material: Mild steel tubular frame, welded, strong and rigid Finish: Epoxy powder-coated, anti-corrosive and easy to clean Mattress Platform: Perforated steel sheet or wire mesh base for ventilation Dimensions (approximate): 800–900 mm (L) × 450–500 mm (W) × 800–850 mm (H) Load Capacity: Minimum 15 kg 			

- Structure: One-piece welded frame with reinforced base

2 Side Rails

- Type: **Fixed or semi-collapsible safety side rails** on both sides
- Height: ≥ 250 mm above mattress base
- Material: Stainless steel or powder-coated tubular mild steel
- Safety: Smooth, rounded edges and secure locking to prevent accidental opening

3 Base and Mobility

- Mounting: **Fixed legs**, no castors (stable, non-mobile design)
- Leg Ends: Fitted with **rubber or polymer anti-slip caps**
- Optional version: Available with **4 castors (2 lockable)** for easy relocation

4 Mattress and Accessories

- Mattress: High-density foam mattress, **minimum 50 mm thick**, with waterproof, washable PVC cover
- Mattress Fit: Custom-fit to cot base dimensions, removable for cleaning
- Storage: Optional **lower shelf** for linen or baby supplies
- IV Pole Socket: Provision for IV pole attachment (optional)

5 Safety and Hygiene

- All edges rounded and polished for safety
- Surfaces resistant to hospital-grade disinfectants
- Non-toxic, lead-free paint used for coating
- Design allows easy access and visibility of the infant

Manufacturing standards or Conformity to standards	Conforms to IEC 60601-2-52 (safety requirements for medical beds)
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

5 Hospital Bedside Cabinet Minimum Specifications

Item Description			Hospital Bedside Cabinet (100% ABS Plastic Injection Moulded)
Department	Health Services at Levels 3-5 health facilities	Section	General Wards / In-Patient Services
<p>1. General description</p> <p>A fully moulded hospital bedside cabinet constructed from 100% pure ABS engineering plastic, providing safe, non-toxic, rust-free, and corrosion-resistant storage beside patient beds. The cabinet features an upper worktop surface, one drawer, a lower compartment with a hinged door, towel racks, and hooks. It is easy to clean, impact resistant, and suitable for continuous hospital use.</p>			
<p>2. Quantity/Composition</p> <p>60 No. Hospital Bedside Cabinet</p>			
<p>MINIMUM TECHNICAL SPECIFICATIONS</p> <p>1 Physical Dimensions and Construction</p> <p>Overall dimensions: 475 mm (L) × 475 mm (W) × 760 mm (H) (±10 mm tolerance)</p> <ol style="list-style-type: none"> Construction: Single-body 100% pure ABS plastic injection moulding Properties: Non-toxic, anti-rust, anti-corrosion, moisture-resistant, and easy to disinfect Design: Rounded corners and seamless finish for patient safety and hygiene Caster wheels: Four swivel castors (≥50 mm diameter), at least two lockable 			
<p>2 Functional Configuration</p> <p>Top Section:</p> <ul style="list-style-type: none"> ○ Flat working surface with raised edges on three sides to prevent spillage • Resistant to heat and hospital cleaning agents <p>5. Middle Section:</p> <ul style="list-style-type: none"> • Single pull-out drawer with ABS runners and ergonomic handle • Smooth, silent operation, no metallic parts to corrode <p>13. Lower Section:</p> <ul style="list-style-type: none"> • Single swing door with internal adjustable shelf • Ventilated interior to prevent odour accumulation <p>5. Side Fittings:</p> <ul style="list-style-type: none"> • Two towel rails (ABS or integrated) • One multi-purpose hook for hanging small items or patient belongings 			
<p>3. Performance and Durability</p> <ul style="list-style-type: none"> • Load capacity: <ul style="list-style-type: none"> Top surface ≥15 kg 15. Drawer ≥10 kg • Lower compartment ≥20 kg 8. Impact and deformation resistance under normal hospital conditions 9. Cleaning resistance: Minimum 1,000 disinfectant wipe cycles without discolouration or warping 10. Operating temperature range: -10°C to +60°C 			

4. Mobility and Ergonomics	
<ul style="list-style-type: none"> • Four swivel castors for easy movement; two with locking brakes • Castors to be made of PU or medical-grade nylon, anti-static and non-marking • Cabinet design allows ambidextrous use (left or right bedside placement) 	
5. Aesthetic and Finish	
<ul style="list-style-type: none"> • Colour: Dual-tone (blue/white preferred) • Finish: Smooth matte or semi-gloss, non-reflective, anti-scratch surface 	
Manufacturing standards or Conformity to standards	Manufacturer certified to ISO 13485:2016 or ISO 9001:2015 Must pass routine inspection for material integrity and finish
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

6. Double-Door Storage Cabinet (Hospital Grade) Minimum Specifications

Item Description			Double-Door Storage Cabinet (Hospital Grade)
Department	Health Services at Levels 3-5 health facilities	Section	General Wards / In-Patient Services
<p>3. General description</p> <p>A high-quality hospital double-door storage cabinet designed for safe and organized storage of medical supplies, instruments, linens, or administrative materials.</p> <p>The unit shall be constructed from durable, non-corrosive materials suitable for high-hygiene hospital environments, featuring adjustable shelves, lockable double doors, and smooth, easy-clean surfaces.</p>			
<p>4. Quantity/Composition</p> <p>5 No. Double-Door Storage Cabinet</p>			
<p>MINIMUM TECHNICAL SPECIFICATIONS</p> <p>1. Physical Dimensions and Construction</p> <ul style="list-style-type: none"> • Overall dimensions: 900 mm (W) × 450 mm (D) × 1800 mm (H) ±20 mm tolerance • Construction: Rigid full-height vertical cabinet with double front doors • Material: <ul style="list-style-type: none"> ○ Body and doors made of high-grade powder-coated mild steel sheet, thickness 0.8–1.0 mm, or optionally high-density ABS/PP hybrid for anti-rust applications. ○ Surfaces finished with epoxy polyester powder coating, minimum 60 µm thickness, baked 			

at $\geq 180^{\circ}\text{C}$ for corrosion resistance.

- **Frame reinforcement:** Internal stiffeners to prevent flexing under full load.
- **Edges:** Rounded and smooth for user safety.

2. Internal Configuration

- **Shelves:** Minimum **four adjustable shelves** providing five storage levels.
 - Each shelf reinforced to hold at least **30 kg** uniformly distributed load.
 - Shelf support adjustable in increments of ≤ 50 mm.
- **Doors:**
 - Two swing doors, opening at least **160°**.
 - Fitted with **recessed handles** or **ABS pull handles**.
 - Doors to include **magnetic catch** or **locking latch mechanism**.
- **Locking system:**
 - Central **cam lock** or **keyed lock** (2 keys supplied per unit).
 - Option for padlock provision.

3. Performance and Durability

- Structure must remain stable without warping or rattling under load.
- Coating resistant to:
 - Hospital cleaning agents and disinfectants (e.g. sodium hypochlorite 1%, ethanol 70%).
 - Moisture and moderate humidity ($\leq 80\%$ RH).
- Impact resistance: Shall withstand a **free-fall impact test** of 5 kg at 30 cm without visible deformation.
- Expected service life: ≥ 10 years under standard hospital use.

4. Functional and Ergonomic Features

- Doors to operate smoothly with minimal noise.
- Shelf height adjustable for variable item storage (from small tools to bulk linen).
- Cabinet base equipped with **non-marking nylon or rubber feet** (≥ 20 mm height) to protect flooring and allow cleaning underneath.
- Optionally mounted on **four heavy-duty castors** (≥ 75 mm, two lockable) where mobility is required.
- No sharp edges or protrusions permitted.

5. Finish and Colour

- **Colour:** Dual tone (blue/white preferred)
- **Finish:** Smooth matte or semi-gloss; non-reflective and scratch resistant.
- **Coating adhesion:** Must meet ASTM D3359 or equivalent cross-cut adhesion test standards.

Manufacturing standards or Conformity to standards	Manufacturer certified to ISO 13485:2016 or ISO 9001:2015 Must pass routine inspection for material integrity and finish
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year

	User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

7. Medicine Trolley – Shelf Trolley Type Minimum Specifications

Item Description			Medicine Trolley – Shelf Trolley Type
Department	Health Services at Levels 2-5 health facilities	Section	Wards, Outpatient Departments, Treatment Rooms, and Minor Theatres
<p>1.General description</p> <p>A medicine trolley designed for transporting medicines, dressings, and small medical items within wards and treatment areas.</p> <p>The trolley shall be of lightweight tubular frame construction, fitted with two or three ABS or stainless-steel shelves, swivel castors, and side rails. It shall be corrosion-resistant, easy to clean, and durable for daily hospital use.</p>			
<p>2.Quantity/Composition</p> <p>122 No. Double-Door Storage Cabinet</p>			
<p>MINIMUM TECHNICAL SPECIFICATIONS</p> <p>1. Physical Dimensions and Construction</p> <ul style="list-style-type: none"> • Overall dimensions: Approx. 750 mm (L) × 450 mm (W) × 900 mm (H) ±20 mm tolerance • Frame material: <ul style="list-style-type: none"> ○ Main structure constructed from powder-coated mild steel tubing (25 mm × 25 mm square tube, wall thickness ≥1.2 mm), or 100% ABS injection-moulded frame for corrosion-free design. • Shelves: <ul style="list-style-type: none"> ○ Two (2) or three (3) shelves made of ABS plastic or stainless steel sheet (0.8 mm thick) with raised edges (≥15 mm) on three sides to prevent spillage. ○ Shelves fixed or detachable for cleaning. ○ Spacing between shelves: ≥300 mm. • Top shelf: Smooth surface for easy cleaning and loading; optional removable tray. • Edge design: Rounded and burr-free for safety. 			
<p>2. Mobility and Castors</p> <ul style="list-style-type: none"> • Wheels: Four swivel castors, diameter ≥75 mm, mounted directly to the frame. • Material: PU or medical-grade rubber, anti-static, and non-marking. • Locking: At least two castors fitted with foot-operated brakes. • Mobility: Trolley should move smoothly on tiled or concrete floors with no rattling. 			
<p>3. Accessories and Features</p> <ul style="list-style-type: none"> • Side rails: Stainless steel or ABS on upper shelf to secure items. 			

<ul style="list-style-type: none"> • Handle: Ergonomic push handle integrated on one side of the frame. • Sound level: Operation should be silent (no metal-on-metal noise). 																
<p>4. Performance and Durability</p> <ul style="list-style-type: none"> • Load capacity: Minimum 50 kg total, evenly distributed. • Structural stability: No tilting or distortion under full load. • Cleaning resistance: Must withstand hospital-grade disinfectants. • Corrosion resistance: Frame coating or ABS material must prevent rust in humid conditions. • Expected service life: ≥5 years under normal ward use. 																
<p>5. Finish and Colour</p> <ul style="list-style-type: none"> • Colour: White or light grey frame; optional blue, green, or grey shelves. • Surface finish: Smooth matte; non-reflective and easy to clean. • Coating: Powder coating thickness $\geq 60 \mu\text{m}$ (for steel version). 																
<table border="1"> <tr> <td>Manufacturing standards or Conformity to standards</td> <td>Manufacturer certified to ISO 13485:2016 or ISO 9001:2015 Must pass routine inspection for material integrity and finish</td> </tr> <tr> <td>Delivery point</td> <td>Murang'a County Referral Hospital for inspection and testing</td> </tr> <tr> <td>Installation and testing</td> <td>To be done by vendor at site, set-up of the machine as per manufacturer's instructions</td> </tr> <tr> <td>User Training</td> <td>On-site training for at least 3 staff on operation and daily upkeep</td> </tr> <tr> <td>Maintenance training</td> <td>Minimum 2 preventive maintenance visits per year User and maintenance manual in English</td> </tr> <tr> <td>Technical documentations and user manuals</td> <td>2 sets</td> </tr> <tr> <td>Commissioning</td> <td>Testing and commissioning of the devices to the satisfaction of the user</td> </tr> <tr> <td>Equipment Warranty</td> <td>Minimum of one year after commissioning on all parts.</td> </tr> </table>	Manufacturing standards or Conformity to standards	Manufacturer certified to ISO 13485:2016 or ISO 9001:2015 Must pass routine inspection for material integrity and finish	Delivery point	Murang'a County Referral Hospital for inspection and testing	Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions	User Training	On-site training for at least 3 staff on operation and daily upkeep	Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English	Technical documentations and user manuals	2 sets	Commissioning	Testing and commissioning of the devices to the satisfaction of the user	Equipment Warranty	Minimum of one year after commissioning on all parts.
Manufacturing standards or Conformity to standards	Manufacturer certified to ISO 13485:2016 or ISO 9001:2015 Must pass routine inspection for material integrity and finish															
Delivery point	Murang'a County Referral Hospital for inspection and testing															
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions															
User Training	On-site training for at least 3 staff on operation and daily upkeep															
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English															
Technical documentations and user manuals	2 sets															
Commissioning	Testing and commissioning of the devices to the satisfaction of the user															
Equipment Warranty	Minimum of one year after commissioning on all parts.															

**8. Waiting Lobby Seats – Three-Seater (Airport-Type, Mild Steel Frame)
Minimum Specifications**

Item Description			Waiting Lobby Seats – Three-Seater (Airport-Type, Mild Steel Frame)
Department	Health Services at Levels 2-5 health facilities	Section	Outpatient Waiting Areas, Visitor Lounges, Administrative Offices
1. General description			
A three-seater waiting lobby chair of airport-type design, built on a robust mild steel frame with ergonomically contoured seat panels. The unit shall be suitable for high-traffic hospital environments, offering durability, rust resistance, and easy cleaning.			
2. Quantity/Composition			
20 No. Waiting Lobby Seats – Three-Seater (Airport-Type, Mild Steel Frame)			
MINIMUM TECHNICAL SPECIFICATIONS			
1. Physical Dimensions and Construction			

- **Overall dimensions:** Approx. 1800 mm (L) × 700 mm (W) × 800 mm (H) ±20 mm tolerance
- **Seat size:** Each seat approximately 550–580 mm wide × 430 mm deep × 450 mm high from the floor.
- **Frame:**
 - Fabricated from **mild steel tubing** (oval or rectangular section, minimum wall thickness 1.5 mm).
 - Frame to be **welded, ground smooth, and powder coated** for corrosion resistance.
- **Beam:** Central beam of **rectangular mild steel tube (≥60 × 40 × 2 mm)** supporting all seats and legs.
- **Legs:** Two or three steel legs, flared or T-shaped, with non-marking rubber feet.
 - Option for bolt-down holes where permanent anchoring is required.
- **Seats and backrests:**
 - Made of **perforated mild steel sheet (1.2–1.5 mm thick)**
 - Smooth, rounded edges with no sharp points.
- **Armrests:** Mild steel with curved ergonomic shape, positioned at both ends of the seat assembly.
 - Optional central armrests between seats.

2. Performance and Durability

- **Load capacity:** ≥150 kg per seat without permanent deformation.
- **Rigidity:** Maximum seat deflection ≤10 mm under full load.
- **Corrosion resistance:** Powder coating thickness ≥60 µm, tested to withstand 72-hour salt spray exposure.
- **Surface finish:** Smooth, easy to wipe and disinfect with standard hospital cleaning agents.
- **Service life:** Minimum 10 years under normal hospital use conditions.

3. Ergonomics and Safety

- Ergonomically designed backrest with slight recline (100°–105°) for comfort.
- Adequate lumbar support; perforations provide ventilation.
- Rounded edges and smooth contours to prevent injuries.
- Sturdy base to prevent tipping or rocking.

4. Finish and Colour

- **Frame:** Chrome-plated mild steel in silver-grey or aluminium finish.
- **Seat and backrest:** Painted or powder-coated mild steel, or ABS in neutral hospital colours (grey, blue, green).
- **Surface finish:** Smooth matte, scratch- and stain-resistant.

Manufacturing standards or Conformity to standards	Manufacturer certified to ISO 13485:2016 or ISO 9001:2015 Must pass routine inspection for material integrity and finish
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user	2 sets

manuals	
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

9. Ergonomic Office Chair with Swivel Base and Wheels Minimum Specifications

Item Description			Ergonomic Office Chair with Swivel Base and Wheels
Department	Health Services at Levels 2-5 health facilities	Section	Administrative Offices, Records Units, Nurses' Stations, and Consultation Rooms
<p>1.General description</p> <p>An ergonomic office chair with a mesh backrest and cushioned seat, mounted on a five-star swivel base with caster wheels for mobility.</p> <p>The chair shall provide adjustable height, smooth movement, lumbar support, and comfortable seating for extended use in hospital offices or nurses' stations.</p>			
<p>2.Quantity/Composition</p> <p>10 No. Ergonomic Office Chair with Swivel Base and Wheels</p>			
<p>MINIMUM TECHNICAL SPECIFICATIONS</p> <p>1. Physical Dimensions and Construction</p> <ul style="list-style-type: none"> • Overall height (adjustable): 950–1050 mm • Seat height (adjustable): 450–550 mm • Seat size: Approx. 480 mm (W) × 460 mm (D) • Backrest height: Approx. 580–620 mm • Frame material: Reinforced nylon or polypropylene body with metal support column. • Base: Five-star base made of fiberglass-reinforced nylon or powder-coated steel, fitted with 360° swivel castors. • Castors: Dual wheel, polyurethane (PU) coated, anti-scratch and silent rolling. 			
<p>2. Seat and Backrest</p> <ul style="list-style-type: none"> • Seat: <ul style="list-style-type: none"> ○ High-density moulded foam cushion (minimum 45 kg/m³ density). ○ Covered with breathable, fire-retardant fabric or mesh upholstery. • Backrest: <ul style="list-style-type: none"> ○ High-tension breathable mesh with integrated lumbar support. ○ Flexible frame for ergonomic spine support. ○ Optional tilt lock mechanism for recline function. 			
<p>3. Adjustment Mechanisms</p> <ul style="list-style-type: none"> • Height adjustment: Pneumatic gas lift (Class-3 cylinder or higher). • Swivel: 360° rotation on central axis. • Tilt function: Synchro or single-tilt mechanism with adjustable tension knob. • Recline lock: User-operable lever beneath seat. 			

4. Armrests	
<ul style="list-style-type: none"> • Fixed or adjustable armrests made of durable polypropylene or nylon. • Smooth edges and comfortable contour for arm support. • Optional height-adjustable or flip-up armrest configuration. 	
5. Performance and Durability	
<ul style="list-style-type: none"> • Static load capacity: ≥120 kg. • Gas lift durability: ≥50,000 lift cycles. • Smooth and noise-free rolling on tiled or vinyl floors. • Frame and base resistant to corrosion, cleaning agents, and disinfectants. • Expected service life: Minimum 8 years under standard office use. 	
6. Finish and Colour	
<ul style="list-style-type: none"> • Colour: Black preferred (seat, mesh, and frame), other neutral tones acceptable. • Finish: Matte or semi-gloss, non-reflective. • Upholstery: Breathable mesh/fabric; stain-resistant and easy to clean. 	
Manufacturing standards or Conformity to standards	Manufacturer certified under ISO 9001:2015 or ISO 14001:2015 .
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

10. Hospital Mattress with Mackintosh Waterproof Cover Minimum Specifications

Item Description			Hospital Mattress with Mackintosh Waterproof Cover
Department	Health Services at Levels 2-5 health facilities	Section	Inpatient Wards, Maternity Wards, and Isolation Units
3. General description			
A high-density foam hospital mattress encased in a removable waterproof Mackintosh (PVC) cover , designed for use with standard hospital beds.			
The mattress shall provide firm, uniform support and be resistant to fluids, stains, and microbial growth, ensuring patient comfort and easy maintenance in healthcare environments.			
4. Quantity/Composition			

10 No. Ergonomic Office Chair with Swivel Base and Wheels

MINIMUM TECHNICAL SPECIFICATIONS

1. Physical Dimensions and Construction

- **Standard dimensions:**
 - Length: 1900 ±10 mm
 - Width: 900 ±10 mm
 - Thickness: 100 ±5 mm (minimum 4 inches)
 - Other dimensions to match supplied hospital bed frames.
- **Foam core:**
 - High-density polyurethane foam (minimum density **40 kg/m³**) for uniform firmness and longevity.
 - Compression set ≤10% after 80% compression for 24 hours.
 - Must not sag or deform under continuous use.
- **Edges:**
 - Straight cut or gently rounded edges for neat bed fit and cover conformity.

2. Cover Material (Mackintosh / PVC Coated Fabric)

- **Material:** Medical-grade **PVC-coated fabric (Mackintosh)** or equivalent waterproof material.
- **Properties:**
 - Waterproof, fire-retardant, and fungus/mildew resistant.
 - Tear strength ≥200 N; abrasion resistance ≥20,000 cycles (Martindale).
 - Smooth, non-stick surface for easy cleaning and disinfection.
 - Resistant to disinfectants, chlorine, and mild acids.
- **Construction:**
 - Double-stitched seams with heat-sealed or welded edges.
 - Cover to be **removable** with concealed **zipper or Velcro closure** for cleaning/replacement.

3. Comfort and Safety

- Medium-firm feel suitable for long-term patient use.
- Even pressure distribution to prevent pressure sores.
- Non-slip base to prevent mattress shifting on bed platform.
- No metallic components or hard edges.

4. Hygiene and Maintenance

- Fully waterproof and wipeable surface.
- Compatible with hospital cleaning agents and sodium hypochlorite (1%).
- Cover must not crack, peel, or harden under routine disinfection.
- Easy to remove and refit by one person.

5. Finish and Colour

- Colour: Blue, green, or grey Mackintosh cover
- Finish: Smooth matte or low-gloss surface.
- Branding: Optional hospital name/logo on one corner.

7. Packaging and Delivery

	<ul style="list-style-type: none"> Each mattress supplied individually wrapped in protective polythene. Delivered clean, free from odours, and ready for use. Vendor to ensure size compatibility with beds supplied.
Manufacturing standards or Conformity to standards	<p>Manufacturer certified under ISO 9001:2015 or ISO 13485:2016.</p> <p>Foam material compliant with KEBS KS 2190 or equivalent for bedding and furniture foam.</p> <p>PVC cover material compliant with KEBS KS 2655 (PVC-coated fabrics for hospital use).</p>
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
Commissioning	Cleaning and care instructions (1 set per batch).
Equipment Warranty	Minimum of one year after commissioning on all parts.

11. Emergency Trolley (Crash Cart) Minimum Specifications

Item Description			Emergency Trolley (Crash Cart) – Multi-Drawer, ABS and Aluminium Alloy Construction
Department	Health Services at Levels 3-5 health facilities	Section	Emergency Room, Theatre, ICU, and General Wards

1. General description
A high-quality emergency trolley (crash cart) designed for emergency response, resuscitation, and rapid access to emergency drugs and equipment.
The trolley shall be constructed from ABS and aluminium alloy, corrosion-resistant, and fitted with smooth swivel castors with central locking.
It shall include multiple drawers, defibrillator/monitor tray, IV pole, CPR board, and waste bins for efficient organization and workflow during critical care situations.

2. Quantity/Composition
2 No. Emergency Trolley (Crash Cart) – Multi-Drawer, ABS and Aluminium Alloy Construction

MINIMUM TECHNICAL SPECIFICATIONS

1. Physical Characteristics

- Overall Dimensions:** Approx. 850–950 mm (L) × 500–550 mm (W) × 950–1050 mm (H)
- Frame Material:** Anodized aluminum alloy columns with ABS top and base panels
- Top Surface:** ABS plastic top with raised edges and stainless steel guard rail (three sides)
- Drawers:** Minimum five (5) drawers configured as follows:
 - 2 shallow drawers (top)
 - 2 medium drawers (middle)
 - 1 deep drawer (bottom)
- Drawer construction:** ABS with transparent inner dividers, recessed handles, and label holders
- Drawer locking:** Centralized lock or individual drawer locks

2. Functional Features

- **Defibrillator/Monitor Platform:**
 - Stainless steel or ABS tray mounted on the top, with anti-slip surface and safety rail
- **CPR Board:**
 - Removable, high-impact ABS material mounted at rear or side
- **IV Pole:**
 - Stainless steel telescopic pole with dual hooks, height adjustable
- **Utility Bins:**
 - Two side-mounted waste bins (one yellow, one grey) for medical and general waste
- **Sharps Box Holder:**
 - ABS holder compatible with standard sharps containers
- **Side Shelf:**
 - Retractable sliding shelf (stainless steel or ABS) for procedure preparation
- **Power Outlet (optional):**
 - Provision for mounting power extension for defibrillator or monitor

3. Mobility and Safety

- **Castors:** Four (4) 125 mm heavy-duty swivel castors with two diagonal brakes and one directional lock
- **Material:** Non-marking rubber or TPR (thermoplastic rubber)
- **Mobility:** 360° rotation, smooth and silent rolling
- **Braking system:** Central lock or independent dual-wheel brake system
- **Safety:**
 - Rounded edges for injury prevention
 - Stable structure with low center of gravity to prevent tipping

4. Construction and Durability

- Resistant to disinfectants and hospital-grade cleaning agents
- Load capacity: ≥150 kg total
- Noise-free drawers with full extension ball-bearing slides
- Service life: ≥10 years under standard hospital use

5. Accessories (Standard Inclusions)

Accessory	Specification
Defibrillator/Monitor tray	1
CPR board	1
IV pole with hooks	1
Sliding side shelf	1
Waste bins (Yellow, Grey)	2
Sharps container holder	1
Drawer dividers (adjustable)	Full set
Central locking key set	2 keys

<ul style="list-style-type: none"> • Body: Grey with blue or red accent trims (color-coded drawers for function preferred) • Top: Blue or light grey ABS surface • Finish: Smooth, non-porous, and easy to clean • Corrosion Resistance: All exposed metal parts anodized or powder-coated 	
Manufacturing standards or Conformity to standards	Manufacturer certified under ISO 9001:2015 or ISO 13485:2016 . CE mark or equivalent quality certification
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
Commissioning	Cleaning and care instructions (1 set per batch).
Equipment Warranty	Minimum of one year after commissioning on all parts. Service Life: Minimum ten (10) years under standard hospital use.

12. Patient Stretcher – Adjustable Backrest, Stainless Steel Frame Minimum Specifications

Item Description			Patient Stretcher – Adjustable Backrest, Stainless Steel Frame
Department	Health Services at Levels 2-5 health facilities	Section	Casualty, Theatre, Wards, and Outpatient Departments
1. General description A hospital patient stretcher (trolley) constructed from stainless steel, designed for safe and efficient transfer of patients within healthcare facilities. The stretcher shall include an adjustable backrest, safety side rails, detachable waterproof mattress, IV pole, and swivel castor wheels with brakes for smooth mobility and secure operation. The unit shall be durable, easy to clean, and resistant to rust, disinfectants, and hospital wear.			
2. Quantity/Composition 8 No. Patient Stretcher – Adjustable Backrest, Stainless Steel Frame			
MINIMUM TECHNICAL SPECIFICATIONS			
1. Physical Characteristics <ul style="list-style-type: none"> • Overall Dimensions: Approx. 1900 mm (L) × 600 mm (W) × 800 mm (H) • Frame Material: Stainless steel tubular construction, round profile • Bed Platform: Stainless steel sheet or perforated metal with detachable high-density foam mattress • Backrest: Adjustable manually via ratchet or gas spring mechanism, range of inclination 0°–75° • Side Rails: Collapsible, stainless steel, lockable in upright position for patient safety • Mattress: <ul style="list-style-type: none"> ○ High-density foam ○ Thickness 50–75 mm ○ Waterproof, flame-retardant synthetic leather/PVC cover (blue or black) ○ Detachable for cleaning 			
2. Mobility and Handling			

- **Castors:** Four (4) heavy-duty swivel castors at least two with locking brakes
- **Material:** Non-marking rubber or TPR (thermoplastic rubber)
- **Mobility:** 360° rotation, low-noise movement
- **Push Handles:** Stainless steel handles on both ends for operator control
- **Bumpers:** Optional rubber corner buffers to protect walls and doorways

3. Construction and Durability

- Fully welded stainless steel structure, polished and rust-proof
- No sharp edges; all corners rounded for safety
- Smooth, non-porous surfaces for easy disinfection
- **Safe working load:** ≥150 kg
- Maintenance-free backrest mechanism

4. Accessories (Standard Inclusions)

Accessory	Specification
Waterproof mattress (detachable)	1
Adjustable IV drip pole with hooks	1
Collapsible side rails	2
Push handles	2
Lockable swivel castors	2 (minimum)

5. Finish and Colour

- **Frame:** Polished stainless steel finish
- **Mattress cover:** Dark blue or black waterproof PVC or synthetic leather
- **Overall appearance:** Smooth, easy-to-clean, hospital-grade finish

Manufacturing standards or Conformity to standards	Manufacturer certified under ISO 9001:2015 or ISO 13485:2016 . CE mark or equivalent quality certification
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
Commissioning	Cleaning and care instructions (1 set per batch).
Equipment Warranty	Minimum of one year after commissioning on all parts. Service Life: Minimum ten (10) years under standard hospital use.

Lot 5: Sterilization, Laundry & Ward Consumables

2. Vertical Autoclave, 50-Litre Capacity, Electrically Heated Minimum Specifications

Item Description			Vertical Autoclave, 50-Litre Capacity, Electrically Heated
Department	Health Services at Levels 3-5 health facilities	Section	CSSD (Central Sterile Services Department), Laboratories, and Theatres
<p>1. General description A vertical, electrically heated high-pressure steam autoclave with a 50-litre capacity, designed for sterilization of surgical instruments, glassware, dressings, and other reusable hospital items. The unit shall feature an automatic temperature and time control system, safety interlocks, and durable stainless-steel construction for long service life and easy cleaning.</p>			
<p>2. Quantity/Composition 20 No. Vertical Autoclave, 50-Litre Capacity, Electrically Heated</p>			
<p>MINIMUM TECHNICAL SPECIFICATIONS</p> <ul style="list-style-type: none"> • Physical Dimensions and Capacity <ul style="list-style-type: none"> Chamber capacity: 50 litres (±5%) Chamber material: Stainless steel Grade 304 or higher, mirror-polished internal finish External casing: Stainless steel, double-walled with insulation to minimize heat loss Approximate dimensions: 400–450 mm diameter × 550–600 mm depth Lid type: Top-opening with pressure-resistant sealing gasket and radial locking clamps (minimum 6–8 lugs) <hr/> <ul style="list-style-type: none"> • Sterilization System <ul style="list-style-type: none"> Operating pressure: 0.1–0.21 MPa (15–30 psi) Operating temperature: 121 °C–134 °C (adjustable) Heating system: Electric heating elements, stainless steel sheathed, total power ≤3 kW Steam generation: Built-in water chamber with automatic water-level protection Cycle control: <ul style="list-style-type: none"> Fully automatic digital temperature and time control Programmable sterilization time (0–99 minutes) d Digital display of chamber temperature, pressure, and time • Cycle modes: <ul style="list-style-type: none"> o Solid instruments / Dry cycle h Liquid / Fluid cycle Optional drying phase (fan-assisted or residual heat) <hr/> <p>6. Safety Features</p> <ul style="list-style-type: none"> • Pressure release valve calibrated to release above rated pressure • Safety interlock: Lid cannot be opened under pressure • Automatic power cut-off when water level is low or sterilization cycle completes • Over-temperature and over-pressure protection with audible and visual alarms • Pressure and temperature gauges for real-time monitoring 			

- **Safety relief vent** to protect user and equipment

8. Construction and Materials

- Chamber, lid, and fittings made of **corrosion-resistant stainless steel** (Grade 304 or better).
- **Outer insulation:** Mineral wool or equivalent high-temperature insulation.
- **Base:** Four castor wheels (two lockable) for easy mobility.
- **Gaskets:** Heat-resistant silicone or neoprene, easily replaceable.
- **Finish:** Polished exterior, easy to wipe and disinfect.

9. Performance and Durability

- **Sterilization temperature uniformity:** ± 1 °C within chamber.
- **Cycle efficiency:** Full sterilization achieved in ≤ 45 minutes (including heating).
- **Noise level:** ≤ 65 dB during operation.
- **Service life:** ≥ 10 years with routine maintenance.

10. Power and Environmental Requirements

- **Power supply:** 230 V $\pm 10\%$, 50/60 Hz, single phase
- **Power consumption:** ≤ 3 kW
- **Operating temperature:** 10 °C–40 °C
- **Relative humidity:** $\leq 85\%$ non-condensing

11. Accessories and Standard Inclusions

Accessory	Quantity
Perforated stainless-steel baskets or trays	2 sets
Power cable with plug	1
Drain hose / outlet pipe	1
User and maintenance manuals	1 set
Spare sealing gasket	1
Installation and test certificate	1
Manufacturing standards or Conformity to standards	Manufacturer certified to ISO 13485:2016 or ISO 9001:2015 Conformity to IEC 61010-1 (Safety requirements for electrical equipment) and EN 285 / ISO 17665 (Sterilization of health care products – Moist heat)
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	To be done by vendor at site, set-up of the machine as per manufacturer's instructions
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

5 Laundry Washing Machine – Commercial Grade, 15 kg Capacity Minimum Specifications

Item Description			Laundry Washing Machine – Commercial Grade, 15 kg Capacity
Department	Health Services at Levels 3-5 health facilities	Section	Laundry Units and Linen Departments
<p>1. General description A commercial-grade laundry washing machine with a load capacity of 15 kg, designed for use in hospitals for washing linen, uniforms, and other washable fabrics. The machine shall be durable, easy to operate, energy efficient, and suitable for continuous operation under hospital conditions.</p>			
<p>2. Quantity/Composition 3 No. Laundry Washing Machine – Commercial Grade, 15 kg Capacity</p>			
<p>MINIMUM TECHNICAL SPECIFICATIONS</p>			
<p>2 Physical Dimensions and Capacity</p> <ul style="list-style-type: none"> • Washing capacity: 15 kg dry linen load per cycle • Drum material: Stainless steel (Grade 304 or equivalent) – inner and outer drums • Drum volume: Approx. 130–150 litres • Door opening: Front-loading, large opening (≥400 mm diameter) for easy loading/unloading • Cabinet construction: Powder-coated or stainless steel body, corrosion-resistant • Mounting type: Rigid or soft-mounted (preferably with shock absorbers for vibration control) • Approx. dimensions: 900 mm (W) × 1050 mm (D) × 1300 mm (H) 			
<p>3 Operating Features</p> <ul style="list-style-type: none"> • Washing modes: Normal, heavy-duty, and quick wash cycles • Cycle time: Adjustable; typical total wash cycle 30–45 minutes • Water temperature control: Up to 90°C (electric heating or hot-water inlet) • Spin speed: ≥800 rpm (adjustable) • Control system: <ul style="list-style-type: none"> Simple microprocessor or electromechanical controls with clear cycle indicators <ul style="list-style-type: none"> ○ Start/stop button, temperature and timer settings ○ No need for complex programmable logic controllers to keep cost low <ul style="list-style-type: none"> • Display panel: LED or mechanical timer type for cycle progress and fault indication • Drainage: Gravity or pump drain, with 38 mm or larger outlet • Inlets: Separate hot and cold water inlets with solenoid valves 			
<p>6 Performance and Efficiency</p> <ul style="list-style-type: none"> • Cycle efficiency: ≤15 litres of water per kg of load (≤225 litres per cycle) • Energy consumption: ≤2.5 kWh per cycle • Noise level: ≤70 dB(A) during operation • Machine designed for ≥10 cycles/day in institutional settings 			
<p>7 Safety Features</p> <ul style="list-style-type: none"> • Door interlock prevents opening during wash or spin cycle 			

- Motor overload and overheat protection
- Low-water level cut-off for heating element
- Emergency stop switch
- Over-speed protection during spin cycle

3. Construction and Durability

- All wetted parts made of **stainless steel** (drum, door, internal piping)
- Gasket: Heat and detergent-resistant rubber (silicone or neoprene)
- Bearings: Heavy-duty, sealed, and easily serviceable
- Expected service life: Minimum **10 years** under hospital use

4. Power and Utility Requirements

- **Power supply:** 230 V \pm 10%, 50 Hz, single-phase OR 415 V \pm 10%, 50 Hz, three-phase
- **Power rating:** \leq 3.5 kW
- **Water pressure:** 0.2–0.6 MPa
- **Drain outlet:** Minimum 38 mm diameter
- **Optional:** Electrical heating element or dual inlet for pre-heated water supply

5. Accessories and Standard Inclusions

Accessory	Quantity
Flexible inlet hoses	2
Drain hose	1
Power cable with plug	1
User and maintenance manual	1 set
Spare door gasket	1
Manufacturing standards or Conformity to standards	Manufacturer certified under ISO 9001:2015 Product to comply with KEBS KS EAS 603-1 (Household and similar electrical appliances – Safety) or equivalent industrial standard CE certified or equivalent regional safety approval
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	Vendor to install and test machine at site upon delivery. Demonstrate correct operation of washing, rinsing, and spin cycles.
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Minimum of one year after commissioning on all parts.

3 Refrigerator, Double Door, Top Freezer Type (≈200–210 Litres Capacity) Minimum Specifications

Item Description			Refrigerator, Double Door, Top Freezer Type (≈200–210 Litres Capacity)
Department	Health Services at Levels 3-5 health facilities	Section	Pharmacy, Laboratories, Duty Rooms, and Administrative Areas

1. General description

A double-door refrigerator with a top freezer compartment, suitable for medical, office, and staff use in hospital environments.

The refrigerator shall have a net capacity of approximately 200 litres, with separate temperature zones for freezer and fresh food compartments, energy-efficient compressor technology, and an all-around cooling system for uniform temperature distribution.

2. Quantity/Composition

1 No. Refrigerator, Double Door, Top Freezer Type (≈200–210 Litres Capacity)

MINIMUM TECHNICAL SPECIFICATIONS

9. Physical Dimensions and Capacity

- a **Total net capacity:** 200–210 litres (±5%)
 - Refrigerator compartment: 140–160 litres
 - Freezer compartment: 45–55 litres
- **Overall dimensions (W × H × D):** Approx. **550 × 1450 × 640 mm**
- **Configuration:** Top-mounted freezer with separate upper and lower doors
- **Door type:** Double door, recessed handles, right-hand opening (reversible optional)
- **Exterior finish:** Metal graphite, silver, or white powder-coated steel body
- **Interior:** Food-grade ABS or HIPS plastic liner

6. Cooling and Performance

Cooling type: Frost-free, **all-around or multi-airflow cooling system**

Temperature range:

Refrigerator: 0°C to +8°C

Freezer: –15°C to –23°C

- **Compressor:**
 - Hermetically sealed, **high-efficiency inverter or rotary compressor**
 - Rated for tropical climate operation (up to 43°C ambient)
- **Refrigerant:** R600a (isobutane) – environmentally friendly, CFC-free
- **Thermostat:** Adjustable with automatic defrost system
- **Noise level:** ≤42 dB(A)
- **Power rating:** ≤120 W; energy-efficient (A+ or equivalent rating)

16. Refrigerator Compartment

- **Shelves:** Minimum three (3) adjustable **tempered glass shelves**
- **Drawers:** One (1) **humidity-controlled vegetable/fruit crisper drawer**
- **Door racks:** At least three (3) adjustable door pockets
- **Accessories:** One (1) egg tray (minimum 6-egg capacity)

- **Lighting:** LED interior light on top section for visibility
- **Shelf material:** Tempered glass or high-impact plastic with spill guard edges

11. Freezer Compartment

- **Compartments:** One main shelf and at least two door pockets
- **Accessories:** One (1) ice tray
- **Cooling retention:** Coolpack or equivalent cold retention technology for ≥ 8 hours during power loss
- **Defrost:** Automatic frost-free or cyclic defrost system

12. Construction and Safety Features

- **Body:** Corrosion-resistant metal or coated steel exterior with plastic trims
- **Gasket:** Magnetic door gasket, easily removable and washable
- **Door design:** Recessed handle or integrated grip type for safety and easy cleaning
- **Insulation:** High-density CFC-free polyurethane foam
- **Stability:** Adjustable front leveling legs and rear rollers for mobility
- **Safety:** Overload protection for compressor

13. Power and Environmental Requirements

- **Power supply:** 230 V $\pm 10\%$, 50 Hz, single phase
- **Power consumption:** ≤ 1.0 kWh/24h
- **Climate class:** T (Tropical)
- **Operating temperature range:** 10°C–43°C ambient
- **Environmental compliance:** RoHS, CFC-free, and energy-rated

14. Performance and Reliability

- Cooling time from ambient to set temperature ≤ 90 minutes
- Continuous duty cycle for 24-hour operation
- Designed for minimum 8 years of service life

15. Accessories and Standard Inclusions

Accessory	Quantity
Ice tray	1
Egg tray	1
Vegetable/fruit drawer	1
Door pockets	≥ 3
User manual	1 set
Power cable	1
Warranty card	1

Manufacturing standards or Conformity to standards	Manufacturer certified under ISO 9001:2015 and/or ISO 14001:2015 Product compliant with KEBS KS EAS 603-1 (Safety of household and similar electrical appliances) or equivalent CE, SASO, or equivalent regional safety certification
--	--

Delivery point	Murang'a County Referral Hospital for inspection and testing
----------------	--

Installation and testing	Vendor to install and test machine at site upon delivery. Demonstrate correct operation of washing, rinsing, and spin cycles.
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Minimum 2 preventive maintenance visits per year User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Warranty on unit: Minimum one (1) year Compressor warranty: Minimum ten (10) years (preferred 20 years if available) Service life: Minimum ten (10) years under standard hospital use

6. Commercial Gas Cooker – Four Burner, Table-Top Type with Stand Minimum Specifications

Item Description			Commercial Gas Cooker – Four Burner, Table-Top Type with Stand
Department	Health Services at Levels 3-5 health facilities	Section	Hospital Kitchen, Staff Cafeteria, and Nutrition Units
<p>1. General description A four-burner table-top gas cooker with a steel stand, suitable for medium-scale institutional cooking. The unit shall be LPG operated, constructed from durable materials, and designed for efficient heat distribution, easy cleaning, and long service life under daily use.</p>			
<p>2. Quantity/Composition 1 No. Commercial Gas Cooker – Four Burner, Table-Top Type with Stand</p>			
<p>MINIMUM TECHNICAL SPECIFICATIONS</p>			
<p>5. Physical Dimensions and Construction</p> <p>Overall dimensions: Approx. 500–600 mm (W) × 550–600 mm (D) × 850–900 mm (H) Cooktop material: Stainless steel (Grade 430 or higher), corrosion-resistant and easy to clean Number of burners: 4 (four) open gas burners Burner size: 2 large burners for high output (≥2.8 kW each) o 2 medium burners for simmering (≥1.8 kW each)</p> <ul style="list-style-type: none"> • Total heat output: ≥9 kW • Burner type: Brass or cast-iron burners with flame stability and even heat distribution • Body frame: Powder-coated mild steel or stainless steel housing 			
<p>p Stand and Shelving</p> <p>Stand type: Detachable or integrated stand made of mild steel (minimum thickness 1.2 mm) Shelves: Two (2) fixed utility shelves for pot and utensil storage Shelf material: Powder-coated or stainless steel sheet, easy to clean</p>			

Stand height: 700–800 mm, ensuring ergonomic cooking height
Feet: Non-slip rubber or plastic-tipped legs for stability

p Gas System

Fuel type: Liquefied Petroleum Gas (LPG)
Ignition type: Manual or piezo ignition (spark ignition optional)
Gas inlet: Standard ½" BSP fitting or hose nozzle connection
Pressure requirement: 28–30 mbar (standard LPG regulator pressure)
Gas consumption: ≤0.75 kg/h per burner (nominal)
Safety:
 3. Flame failure protection (optional but preferred)
 Gas control knobs with independent flame adjustment
 o Heat-resistant knobs

• Performance and Efficiency

- o **Heating efficiency:** ≥60% (conforming to energy efficiency standards)
- p **Uniform flame pattern** across all burners
- q **Boiling time (5L water):** ≤10 minutes on large burner under standard conditions
- r **Noise level:** ≤65 dB during operation
- s **Continuous operation:** Minimum 4 hours without overheating or malfunction

• Construction and Durability

- o Cooktop and burners designed for heavy-duty daily use.
- p All joints and fittings leak-tested at factory.
- q Resistant to corrosion, food acids, and cleaning detergents.
- r Expected service life: Minimum **8 years** under institutional use.

• Finish and Colour

- o **Top surface:** Polished stainless steel finish
- p **Frame/stand:** Black or silver-grey powder-coated steel
- q **Burner caps and knobs:** Heat-resistant black finish

Manufacturing standards or Conformity to standards	Manufacturer certified under ISO 9001:2015 or equivalent Product compliant with KEBS KS EAS 186 (Safety for domestic gas appliances) or equivalent Pressure test certification for all burners and fittings CE, SGS, or KEBS quality mark
--	--

Delivery point	Murang'a County Referral Hospital for inspection and testing
----------------	--

Installation and testing	Delivered fully assembled or semi-knocked-down with stand, burners, and fittings. Vendor to test for gas leaks and burner performance upon installation. Demonstration to verify: <ul style="list-style-type: none"> • Ignition of all burners • Stable blue flame pattern • Flame adjustment and control knob function
--------------------------	--

User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Service Life: Minimum eight (8) years under hospital kitchen use. Maintenance: Routine cleaning with mild detergent; avoid corrosive chemicals. User and maintenance manual in English
Technical documentations and user manuals	2 sets
Commissioning	Testing and commissioning of the devices to the satisfaction of the user Installation and safety guide for gas connection.
Equipment Warranty	Minimum one (1) year against manufacturing and gas system defects. Service Life: Minimum eight (8) years under hospital kitchen use. Warranty certificate.

p Room Heater – Metal Housing, Replaceable Pencil Heating Elements
Minimum Specifications

Item Description			Room Heater – Metal Housing, Replaceable Pencil Heating Elements
Department	Health Services at Levels 3-5 health facilities	Section	Inpatient Wards, Maternity Units, Duty Rooms, and Staff Areas
<ul style="list-style-type: none"> General description A low-cost electric room heater designed for safe and efficient heating of hospital wards and staff areas. The unit shall have a metallic housing, utilize replaceable pencil-type heating elements, and include safety and temperature control features suitable for continuous use in healthcare environments. 			
<ul style="list-style-type: none"> Quantity/Composition 9 No. Room Heater – Metal Housing, Replaceable Pencil Heating Elements 			
<p>MINIMUM TECHNICAL SPECIFICATIONS</p> <p>2 Physical Dimensions and Construction</p> <ul style="list-style-type: none"> Overall dimensions: Approx. 550 mm (L) × 180 mm (W) × 350 mm (H) Housing: Powder-coated or enamelled metal body (mild steel or aluminium), corrosion-resistant and easy to clean Grille: Front safety grill made of chrome-plated or stainless-steel wire mesh Handle: Heat-insulated top or side handle for safe movement Mounting: Table-top or floor-standing design; optional wall-mount brackets 			
<p>3 Heating System</p> <ul style="list-style-type: none"> Type: Radiant heating using replaceable pencil heating elements (quartz or nichrome wire type) Number of heating elements: Minimum two (2) independently controlled elements Power rating: <ul style="list-style-type: none"> 4. Low heat: ~1000 W <ul style="list-style-type: none"> High heat: ~2000 W (total) <p>2 Voltage: 230 V ±10%, 50 Hz, single phase</p>			

- **Heat output:** ≥6,800 BTU/hr at full power
- **Heating coverage:** Approx. 12–18 m² (standard ward space or nurse station)
- **Heat reflector:** Polished aluminium or stainless-steel parabolic reflector for uniform heat distribution

6. Controls and Operation

- **Switches:**
Master power switch
- **Thermostat:** Adjustable automatic thermostat to maintain consistent temperature
- **Indicator lights:** Power and heating status indicators

2. Safety Features

- Overheat protection with automatic thermal cut-out
- Protective metal grill over heating elements to prevent accidental contact
- Cool-touch handle for safe repositioning
- Stable base to prevent tipping
- All electrical parts earthed and insulated
- Compliance with **IPX1 or higher** (drip-proof)

3. Performance and Durability

- Heats to operational temperature within 2–3 minutes
- Designed for **≥8 hours/day continuous duty**
- Replaceable heating elements with lifespan ≥2000 hours
- Noise level: ≤45 dB during operation

4. Finish and Colour

- Exterior: White, cream, or light grey heat-resistant powder coat
- Finish: Smooth matte; resistant to scratches and cleaning agents

5. Accessories and Standard Inclusions

Accessory	Quantity
Power cable with plug (≥1.5 m)	1
Spare pencil element	1
Manufacturing standards or Conformity to standards	Manufacturer certified under ISO 9001:2015 or ISO 14001:2015 Product compliant with KEBS KS EAS 603-1 (Safety for electrical appliances) or IEC 60335-2-30 (Safety of room heaters) Fitted with BS 1363-type fused plug or equivalent
Delivery point	Murang'a County Referral Hospital for inspection and testing
Installation and testing	Supplied ready to use (plug-and-play). Vendor to demonstrate safe operation and heating efficiency. Inspection to verify: <ul style="list-style-type: none"> • Functional heating elements • Thermostat control • Power indicator and safety cut-off
User Training	On-site training for at least 3 staff on operation and daily upkeep
Maintenance training	Replaceable elements and removable front grill for cleaning.

	User and maintenance manual in English
Technical documentations and user manuals	1 set
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Warranty: Minimum one (1) year against manufacturing defects. Service Life: Minimum five (5) years under normal hospital conditions.

• **Suture Set – Reusable, Stainless Steel Minimum Specifications**

Item Description			Suture Set – Reusable, Stainless Steel, Complete Type for Minor Surgical Procedures
Department	Health Services at Levels 2-5 health facilities	Section	Outpatient, Maternity, Theatre, and Minor Procedure Rooms
<p>1. General description A complete reusable suture set composed of essential stainless-steel instruments required for general wound suturing, minor surgical procedures, and dressing changes. All instruments shall be surgical-grade stainless steel, autoclavable, rust-resistant, and supplied in a stainless-steel instrument tray with lid. The set shall provide long service life, easy maintenance, and compatibility with standard sterilization procedures.</p>			
<p>2. Quantity/Composition 50 No. Suture Set – Reusable, Stainless Steel, Complete Type for Minor Surgical Procedures</p>			
MINIMUM TECHNICAL SPECIFICATIONS			
1. General Construction and Material			
<ul style="list-style-type: none"> • All instruments made of AISI 410 or 420 surgical-grade stainless steel (or equivalent). • Surfaces shall be smooth, satin-finished, or matte-polished to minimize glare. • Cutting edges, tips, and jaws must be accurately aligned, burr-free, and rust-resistant. • All instruments must be autoclavable at 134°C and resistant to corrosion and pitting from repeated sterilization cycles. • Reusable for a minimum of 500 sterilization cycles. 			
2. Composition of the Suture Set			
Each complete Suture Set shall contain the following instruments and accessories:			
No.	Instrument Description	Size / Specification	Quantity
1	Needle Holder (Mayo-Hegar or Olsen-Hegar type)	14–16 cm, with serrated jaws	1
2	Dissecting Forceps / Tissue Forceps (Toothed)	12.5–14 cm, 1x2 teeth	1
3	Dissecting Forceps / Dressing Forceps (Non-toothed)	12.5–14 cm	1
4	Surgical Scissors (Straight)	14–15 cm, sharp/blunt ends	1
5	Surgical Scissors (Curved)	14–15 cm, sharp/sharp ends	1

2	Artery Forceps (Haemostat, Straight)	14–16 cm, serrated jaws	1
3	Artery Forceps (Haemostat, Curved)	14–16 cm, serrated jaws	1
4	Scalpel Handle	No. 3 or compatible with blades No. 10–15	1
5	Suture Scissors (Spencer type)	11.5 cm, blunt tip	1
6	Bowl, Stainless Steel	6–8 cm diameter	1
7	Stainless Steel Instrument Tray with Lid	Approx. 20 × 10 × 4 cm	1

4. Performance and Durability

- Instruments must maintain alignment, grip strength, and cutting precision after multiple sterilization cycles.
- Ratchets and hinges should open/close smoothly without play or sticking.
- Scissor blades must cut cleanly through gauze and suture material.
- No corrosion, stains, or cracks after routine cleaning and sterilization.
- Minimum service life: **5 years** under hospital use.

5. Packaging and Presentation

- Each set shall be supplied in a **stainless steel tray with a fitted lid**, wrapped in protective material.
- Instruments must be arranged securely to avoid damage during transport.
- Packaging clearly labeled with:
“Reusable Surgical Instrument – Autoclavable” ◦ Instrument list.

9. Sterilization Compatibility

Fully compatible with **steam sterilization (autoclave)** and **chemical disinfection**.
Resistant to sodium hypochlorite ($\leq 1\%$), alcohol, and enzymatic cleaning agents.
No discoloration or damage after repeated cleaning cycles.

Manufacturing standards or Conformity to standards	Manufacturer certified under ISO 13485:2016 (Medical Devices – Quality Management). Instruments conform to: <ul style="list-style-type: none"> • ISO 7153-1 – Surgical Instruments: Metals • ISO 7741 – Surgical Scissors and Forceps • ISO 7376 – General Surgical Instrument Design Standards CE, KEBS, or equivalent certification mark required
Delivery point	Murang’a County Referral Hospital for inspection and testing
Maintenance training	Cleaning, sterilization, and maintenance instructions.
Technical documentations and user manuals	Product catalogue and instrument list with images (2 sets).
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Warranty: Minimum one (1) year against manufacturing defects. Service Life: Minimum five (5) years under normal hospital

conditions.

7. Wound Dressing Set – Reusable, Stainless Steel Minimal Specifications

Item Description			Wound Dressing Set – Reusable, Stainless Steel, Complete Type																																																
Department	Health Services at Levels 2-5 health facilities	Section	Outpatient, Inpatient Wards, Maternity, and Emergency Units																																																
1. General description A complete reusable wound dressing set consisting of stainless steel instruments and accessories used for wound cleaning, debridement, and dressing application. All instruments shall be made from surgical-grade stainless steel, autoclavable, and corrosion-resistant.																																																			
2. Quantity/Composition 50 No. Wound Dressing Set – Reusable, Stainless Steel, Complete Type																																																			
MINIMUM TECHNICAL SPECIFICATIONS																																																			
<ul style="list-style-type: none">General Construction and Material Instruments made of AISI 410 or 420 surgical-grade stainless steel (or equivalent). All surfaces must be smooth, polished or satin-finished, with no sharp edges or burrs. Instruments to be rust-resistant, corrosion-proof, and compatible with steam sterilization. All joints and hinges must operate smoothly and maintain proper alignment after repeated use. All items must be autoclavable at 134°C and resistant to common hospital disinfectants.																																																			
<ul style="list-style-type: none">Composition of the Wound Dressing Set Each Wound Dressing Set shall contain the following instruments and accessories:																																																			
<table border="1"><thead><tr><th>No.</th><th>Instrument Description</th><th>Size / Specification</th><th>Quantity</th></tr></thead><tbody><tr><td>1</td><td>Dressing Forceps (Non-toothed)</td><td>12.5–14 cm, serrated jaws</td><td>1</td></tr><tr><td>2</td><td>Artery Forceps (Haemostat, Straight)</td><td>14–16 cm, serrated jaws</td><td>1</td></tr><tr><td>3</td><td>Artery Forceps (Haemostat, Curved)</td><td>14–16 cm, serrated jaws</td><td>1</td></tr><tr><td>4</td><td>Scissors (Straight, Sharp/Blunt)</td><td>14–15 cm</td><td>1</td></tr><tr><td>5</td><td>Dissecting Forceps (Toothed)</td><td>12.5–14 cm, 1x2 teeth</td><td>1</td></tr><tr><td>6</td><td>Dissecting Forceps (Non-toothed)</td><td>12.5–14 cm</td><td>1</td></tr><tr><td>7</td><td>Bowl, Stainless Steel</td><td>6–8 cm diameter</td><td>1</td></tr><tr><td>8</td><td>Gallipot (Stainless Steel)</td><td>6–8 cm diameter</td><td>1</td></tr><tr><td>9</td><td>Kidney Dish (Stainless Steel)</td><td>Approx. 25 cm</td><td>1</td></tr><tr><td>10</td><td>Scissors (Bandage or Dressing Scissors)</td><td>14–16 cm</td><td>1</td></tr><tr><td>11</td><td>Stainless Steel Instrument Tray with Lid</td><td>Approx. 25 × 15 × 5 cm</td><td>1</td></tr></tbody></table>				No.	Instrument Description	Size / Specification	Quantity	1	Dressing Forceps (Non-toothed)	12.5–14 cm, serrated jaws	1	2	Artery Forceps (Haemostat, Straight)	14–16 cm, serrated jaws	1	3	Artery Forceps (Haemostat, Curved)	14–16 cm, serrated jaws	1	4	Scissors (Straight, Sharp/Blunt)	14–15 cm	1	5	Dissecting Forceps (Toothed)	12.5–14 cm, 1x2 teeth	1	6	Dissecting Forceps (Non-toothed)	12.5–14 cm	1	7	Bowl, Stainless Steel	6–8 cm diameter	1	8	Gallipot (Stainless Steel)	6–8 cm diameter	1	9	Kidney Dish (Stainless Steel)	Approx. 25 cm	1	10	Scissors (Bandage or Dressing Scissors)	14–16 cm	1	11	Stainless Steel Instrument Tray with Lid	Approx. 25 × 15 × 5 cm	1
No.	Instrument Description	Size / Specification	Quantity																																																
1	Dressing Forceps (Non-toothed)	12.5–14 cm, serrated jaws	1																																																
2	Artery Forceps (Haemostat, Straight)	14–16 cm, serrated jaws	1																																																
3	Artery Forceps (Haemostat, Curved)	14–16 cm, serrated jaws	1																																																
4	Scissors (Straight, Sharp/Blunt)	14–15 cm	1																																																
5	Dissecting Forceps (Toothed)	12.5–14 cm, 1x2 teeth	1																																																
6	Dissecting Forceps (Non-toothed)	12.5–14 cm	1																																																
7	Bowl, Stainless Steel	6–8 cm diameter	1																																																
8	Gallipot (Stainless Steel)	6–8 cm diameter	1																																																
9	Kidney Dish (Stainless Steel)	Approx. 25 cm	1																																																
10	Scissors (Bandage or Dressing Scissors)	14–16 cm	1																																																
11	Stainless Steel Instrument Tray with Lid	Approx. 25 × 15 × 5 cm	1																																																
p Performance and Durability Instruments shall retain grip, cutting sharpness, and alignment after repeated sterilizations. No corrosion or loss of finish after 100 sterilization cycles. Scissors shall cut gauze cleanly without fraying.																																																			

- p Forceps must maintain firm grip on gauze and dressing materials.
- q Service life: **Minimum five (5) years** under standard hospital conditions.

• Packaging and Presentation

- o Each set shall be supplied in a **stainless steel instrument tray with lid**, packed for safe transport.
- p Instruments arranged securely to prevent bending or surface damage.
- q Each tray labelled with:
 - p *“Reusable Surgical Instrument – Autoclavable”*
 - o Item list.

5. Sterilization Compatibility

- Fully compatible with **steam autoclaves, boiling sterilizers, and chemical disinfectants.**
- Resistant to 1% sodium hypochlorite, 70% alcohol, and enzymatic cleaning agents.
- No discoloration, rust, or pitting under standard hospital cleaning cycles.

Manufacturing standards or Conformity to standards	Manufacturer certified under ISO 13485:2016 (Medical Devices – Quality Management). Instruments conform to: <ul style="list-style-type: none"> • ISO 7153-1 – Surgical Instruments: Metals • ISO 7741 – Surgical Scissors and Forceps • ISO 7376 – General Surgical Instrument Design Standards CE, KEBS, or equivalent certification mark required
Delivery point	Murang’a County Referral Hospital for inspection and testing
Maintenance training	Cleaning, sterilization, and maintenance instructions.
Technical documentations and user manuals	Product catalogue and instrument list with images (2 sets).
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Warranty: Minimum one (1) year against manufacturing defects. Service Life: Minimum five (5) years under normal hospital conditions.

8. Non-Metallic Bio-Hazard Bin Set – 18 Litres Minimum Specifications

Item Description			Non-Metallic Bio-Hazard Bin Set – 18 Litres, Pedal Operated, Colour Coded (Yellow, Red, Black)
Department	Health Services at Levels 2-5 health facilities	Section	Wards, Laboratories, Theatres, and Outpatient Departments

10. General description

A set of three (3) non-metallic, pedal-operated biohazard bins, each with an 18-litre capacity, designed for proper segregation and temporary storage of hospital waste.
Each bin shall be made of high-impact, autoclavable polypropylene (PP) or equivalent polymer,

resistant to corrosion, chemicals, and disinfectants.

The bins shall be color-coded (Yellow, Red, Black) and equipped with foot pedals for hands-free operation in compliance with healthcare waste management standards.

3. Quantity/Composition

18 No. Sets Non-Metallic Bio-Hazard Bin Set – 18 Litres, Pedal Operated, Colour Coded (Yellow, Red, Black)

MINIMUM TECHNICAL SPECIFICATIONS

• Physical Characteristics

- o **Capacity:** 18 litres ($\pm 10\%$)
- p **Shape:** Cylindrical or rectangular; free-standing type
- q **Material:** Virgin polypropylene (PP) or high-density polyethylene (HDPE), non-toxic and impact-resistant
- r **Wall thickness:** ≥ 3 mm for structural integrity
- s **Lid:** Tight-fitting domed lid, designed to close automatically when pedal is released
- t **Pedal:** Wide, heavy-duty, anti-slip foot pedal made of polymer or stainless steel linkage, fully enclosed (no exposure to waste)
- u **Handle:** Integrated handles for manual lifting and transport
- v **Base:** Anti-slip and reinforced for stability
- w **Dimensions:** Approx. 300–350 mm (D) \times 400–450 mm (H)

• Material and Construction

- o **Construction:** Single mould injection, no seams or joints prone to leakage
- p **Material properties:**
 - Chemical and corrosion resistant
 - p Temperature resistance: -10°C to $+120^{\circ}\text{C}$ (autoclavable)
 - p Smooth, non-porous inner and outer surfaces for easy cleaning
- **Hinge mechanism:** Reinforced polymer or stainless-steel axle tested for $\geq 20,000$ cycles
- **Lid seal:** Designed to prevent odour and leakage

4. Color Coding and Identification

Each set shall consist of the following bins, **color-coded and labeled according to Kenya Ministry of Health and WHO waste management standards:**

Color Waste Category	Label and Symbol
Yellow Infectious Waste	<i>“Biohazard Waste”</i> with Biohazard Symbol
Red Sharps and Contaminated Waste	<i>“Sharps/Contaminated Waste”</i> with Biohazard Symbol
Black General Waste (Non-infectious)	<i>“General Waste”</i> label

- **Labeling:** Permanent, chemical-resistant, screen-printed or embossed.
- **Symbols:** International biohazard symbols with legible text in **English and Swahili.**

7. Operational Features

- Hands-free operation via foot pedal.
- Lid opens at $\geq 60^{\circ}$ angle for easy waste disposal.
- Closes automatically upon pedal release to reduce exposure.
- Optional removable inner bucket or liner retainer ring for easy bag replacement.
- Compatible with standard biohazard waste liners (yellow, red, black).

- **Performance and Durability**

Minimum service life: **5 years** under normal hospital use.
 Must withstand a **1-metre drop test** without cracks or deformation.
 Lid operation tested for $\geq 10,000$ cycles without failure.
 UV-resistant for indoor/outdoor durability.

- **Safety and Hygiene**

Fully hands-free to prevent cross-contamination.
 Smooth rounded corners — no sharp edges.
 Resistant to disinfectants, acids, and bleach solutions.
 Autoclavable at 121–134°C for sterilization.
 Odour-tight lid design to prevent leakage and contamination.

- **Quality Standards and Compliance**

- **Accessories and Standard Supply**

Accessory	Specification
Matching biohazard waste liners	Minimum 20 per bin (color-coded)
Liner retainer ring or removable bucket	For easy bag handling
Label stickers (if not pre-printed)	Durable and disinfectant-resistant
Cleaning and operation manual	1 per set
Manufacturing standards or Conformity to standards	Manufacturer certified under ISO 9001:2015 and ISO 14001:2015 . Product compliant with: <ul style="list-style-type: none"> • KEBS KS 2500:2020 – Healthcare Waste Segregation Containers • WHO (2014) Guidelines for Safe Management of Wastes from Health-Care Activities CE or KEBS certification required
Delivery point	Murang'a County Referral Hospital for inspection and testing
Maintenance training	Cleaning, sterilization, and maintenance instructions.
Technical documentations and user manuals	Product catalogue and instrument list with images (2 sets).
Commissioning	Testing and commissioning of the devices to the satisfaction of the user
Equipment Warranty	Warranty: Minimum one (1) year against manufacturing defects. Service Life: Minimum five (5) years under normal hospital conditions.

9. Hospital Cleaning Pail / Bucket – Plastic, Heavy-Duty, 20 Litres Minimum Specifications

Item Description			Hospital Cleaning Pail / Bucket – Plastic, Heavy-Duty, 20 Litres
Department	Health Services at Levels 2-5 health facilities	Section	Housekeeping, Wards, and Laundry Units
<ul style="list-style-type: none"> • General description A heavy-duty plastic cleaning pail or bucket, suitable for general hospital cleaning applications including mopping, disinfectant preparation, and surface cleaning. The bucket shall be durable, easy to clean, chemical-resistant, and ergonomically designed for daily institutional use. 			
<ul style="list-style-type: none"> • Quantity/Composition 15 No. Hospital Cleaning Pail / Bucket – Plastic, Heavy-Duty, 20 Litres 			
MINIMUM TECHNICAL SPECIFICATIONS			
<ul style="list-style-type: none"> • Physical Characteristics <ul style="list-style-type: none"> o Capacity: 15–20 litres (nominal 20 L) p Material: High-density polyethylene (HDPE) or polypropylene (PP), non-toxic, heavy-duty q Wall thickness: ≥2.5 mm for durability r Shape: Round or rectangular, self-standing base s Handle: Strong, rust-proof plastic or stainless steel handle with comfortable grip t Rim: Reinforced top rim to prevent deformation u Pour spout: Integrated or molded for easy emptying 			
<ul style="list-style-type: none"> • Performance and Durability <ul style="list-style-type: none"> o Resistant to commonly used hospital cleaning agents (detergents, bleach, and disinfectants). p Smooth inner surface for easy rinsing and quick drying. q Impact-resistant and non-cracking under normal service conditions. 			
<ul style="list-style-type: none"> • Color and Identification <ul style="list-style-type: none"> o Colors: Blue 			
Manufacturing standards or Conformity to standards		Product compliant with KEBS KS EAS 574:2019 (Plastic Household Articles – General Requirements). Manufacturer certified under ISO 9001:2015 or equivalent.	
Delivery point		Murang’a County Referral Hospital for inspection and testing	
Equipment Warranty		Warranty: Minimum one (1) year against manufacturing defects. Designed for minimum 3 years of service life under daily use.	

Lot 6 : Hospital Linen

1. Hospital Bedsheets

Material: 65 % cotton / 35 % polyester with tight weave

Size : 180 cm wide × 240 cm long

Colour: White

Pre-shrunk: Yes

Launderable: Machine wash at high temperatures, suitable for hospital laundry cycle

Suitable for repeated washes

Branded with Hospital logo

2. Cellular blankets

Material: 100% Cotton or 100% Polyester

Weave: Cellular / leno weave construction for breathability & warmth

Size

180 cm wide × 240 cm long

Colour: Sky Blue

Finish: Hemmed edges, bound selvage, solid hem at ends

Weight: Minimum weight from 2.2 kg per blanket

Pre-shrunk: Yes

Launderable: Machine wash at high temperatures, suitable for hospital laundry cycle

Suitable for repeated washes

Branded with Hospital logo

• Counter-pane

blankets Material

- **% cotton**

fabric Pre-shrunk

Size

- **cm x 240**

cm Colour

Light-cream with fine blue stripes, finished with thin binding

Launderable: Machine wash at high temperatures, suitable for hospital laundry cycle

Suitable for repeated washes

Branded with Hospital logo

• Material for Patients uniform

Material

Checked material **65% cotton / 35% polyester** featuring a **checked stripe pattern**

green and white stripes or blue and white measuring approximately 3 mm

Pre-shrunk to minimise <2% shrinkage, fade-resistant, bleach-safe and maintain structure after repeated washes.

Size: Roll of 30 meters

Launderable: Machine wash at high temperatures, suitable for hospital laundry cycle Suitable for repeated washes

e Green Material Material

Roll of 30 meters. 100% cotton with a fabric weight around **170-180 gms**, woven in a twill or poplin construction to ensure durability, breathability and ease of maintenance.

Size and finish

The width should be approximately **150 cm (60")**, the dye must be health-safe, colour-fast (withstanding multiple washes without significant fading) and the fabric must be pre-shrunk to control shrinkage within about 2-4% after laundering. Additionally the material should be finished with hemmed edges or selvage, resilient to high-temperature hospital wash/disinfection cycles, and available in the shade of "sunlight green" or "jade green"

f Water proof material (Mackintosh)

Sealed, waterproof, non-porous vinyl or rubberised fabric with a minimum thickness around **1 mm**, in a high-visibility clinical colour such as jade green. The material must have **zero absorbency**, be **non-shrink**, **tear-resistant**, and have welded or heat-sealed seams to prevent fluid ingress. It must be wipe-clean, able to withstand hospital-grade disinfectants (e.g., sodium hypochlorite) without degradation, and compatible with high-turnover bed-linen change cycles.

Size

50 metres by 100 cms waterproof, non-shrink, and thermal-coated with fabric threads incorporated between the waterproof layer.

2 Drawings

This Tendering document includes..... *[Insert “the following” or “no”]*
drawings. [If documents shall be included, insert the following List of Drawings].

List of Drawings		
Drawing No.	Drawing Name	Purpose

3 Inspections and Tests

The following inspections and tests shall be performed *[Insert list of inspections and tests]*

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- a) —Contract means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) —Contract Documents means the documents listed in the Contract Agreement, including any amendments thereto.
- c) —Contract Price means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) —Day means calendar day.
- e) —Completion means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) —GCC means the General Conditions of Contract.
- g) —Goods means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) —Procuring Entity means the Procuring Entity purchasing the Goods and Related Services, as **specified in the SCC**.
- i) —Related Services means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) —SCC means the Special Conditions of Contract.
- k) —Subcontractor means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) —Supplier means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “**Base Date**” means a date 30 day prior to the submission of tenders.
- n) “**Laws**” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “**Letter of Acceptance**” means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) “**Procuring Entity**” means the Entity named in the Special Conditions of Contract.

2. Interpretation

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

22. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

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

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

4. Fraud and Corruption

- 3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.
- 3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

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

4.2 Amendment

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

4.3 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable,

such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

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

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

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

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

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

8. Notices

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

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

9. Governing Law

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

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

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

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

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

102 Arbitration proceedings shall be conducted as follows:

1021 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

1022 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

1023 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

1024 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

1025 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

1026 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

103 Arbitration Proceedings

1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- (i) Kenya National Chamber of Commerce
- (ii) Chartered Institute of Arbitrators (Kenya Branch)
- (iii) The Law Society of Kenya

1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

1033 Alternative Arbitration Proceedings

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

104 Arbitration with Foreign Suppliers

1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

1042 The place of arbitration shall be a location specified in the SCC; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

105 Alternative Arbitration Proceedings

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

106 Failure to Comply with Arbitrator's Decision

1061 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

107 Contract operations continue

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

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

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under

the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.

- 152 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price})/\text{tender price} \times 100$.

16. Terms of Payment

- 161 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.
- 162 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 163 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.
- 164 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 165 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in **the** SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the** SCC, or in another format acceptable to the Procuring Entity.
- 18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or,

if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
 - b) now or hereafter enters the public domain through no fault of that party;
 - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings
- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
 - c) Wherever references are made in the Contract to codes and standards in accordance with

which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

24. Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC**:
- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to,

all travelling and board and lodging expenses.

- 264 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 265 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 266 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 267 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.
- 268 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the

SCC,

expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the

supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, —Force Majeure means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
- b) the method of shipment or packing;
- c) the place of delivery; and
- d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of

costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

c) a description of any effect(s) of the change on performance/functionality.

33.5 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improves the quality, efficiency or sustainability of the Goods; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

33.6 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - ii) if the Supplier fails to perform any other obligation under the Contract; or
 - iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if

the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

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

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: Muranga County Government
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: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: <i>To Head of Supply Chain</i> Postal Address: <i>[52-10200 Muranga Kenya]</i> Physical Address: Muranga county MURANGÁ COUNTY GOVERNMENT Room 321 county headquarters
GCC 10.4.2	The place of arbitration shall be Muranga Kenya
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.]</i> . The above documents shall be received by the Procuring Entity 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. If prices are adjustable, the following method shall be used to calculate the price adjustment .. N/A

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:

A. Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner:

- (i) **Advance Payment (NO ADVANCE PAYMENT) :** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering document or another form acceptable to the Procuring Entity.

	<p>(ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>B. Payment of local currency portion of a foreign Supplier shall be made in <u>Kenya shillings</u> within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>C. Payment for Goods and Services supplied from within Kenya:</p> <p>Payment for Goods and Services supplied from within Kenya shall be made in _____ [currency], as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the Tendering document or another form acceptable to the Procuring Entity.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. The bank guarantee shall then be released.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
GCC 16.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be 90 days.</p> <p>The interest rate that shall be applied is ...N/A</p>
GCC 18.1	A Performance Security of 5% Shall be required
GCC 18.3	<p>If required, the Performance Security shall be in the form of a Performance Bond</p> <p>If required, the Performance security shall be denominated in <i>[insert “a freely convertible currency acceptable to the Procuring Entity” or “the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]</i></p>
GCC 18.4	Discharge of the Performance Security shall take place: <i>[insert date if different from the one indicated in sub clause GCC 18.4]</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows: <i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i></p>
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.

	<p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Kenya, defined as the Project Site, transport to such place of destination in Kenya, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]</i></p>
GCC 25.2	<p>Incidental services to be provided are: <i>[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>
GCC 26.1	<p>The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i></p>
GCC 26.2	<p>The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i></p>
GCC 27.1	<p>The liquidated damage shall be: <i>[insert number] % per week</i></p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: <i>[insert number] %</i></p>
GCC 28.3	<p>The period of validity of the Warranty shall be: <i>[insert number] days</i> For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i></p> <p>Sample provision</p> <p>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:</p> <p>(a) 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,</p> <p>or</p> <p>(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (____).</p> <p><i>[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(f)]</i></p>
GCC 28.5, GCC 28.6	<p>The period for repair or replacement shall be: <i>[insert number(s)] days.</i></p>
GCC 33.6	<p>If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage).</p> <p>The percentage is normally up to 50%) of the reduction in the Contract Price.</p>

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

I) Name: _____ [insert Authorized Representative's name]

ii) Address: _____ [insert Authorized Representative's Address]

iii) Telephone: _____ [insert Authorized Representative's telephone/fax numbers]

iv) Email Address: _____ [insert Authorized Representative's email address]

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

2. Date of transmission: _____ [email] on [date] _____ (local time)

This Notification is sent by _____ (Name and designation)

3. Notification of Intention to Award

I) Employer: _____ [insert the name of the Employer]

ii) Project: _____ [insert name of project]

iii) Contract title: _____ [insert the name of the contract]

iv) Country: _____ [insert country where ITT is issued]

v) ITT No: _____ [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a T successful tenderer

)

h Name of successful Tender _____

e Address of the successful Tender _____

i

)

i

i

)

i Contract price of the successful Tender Kenya Shillings _____ (in
i words
i _____)
)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S / No .	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - ii) Agency: _____ *[insert name of Employer]*
 - iii) Email address: _____ *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - iii) Agency: _____ *[insert name of Employer]*
 - iv) Email address: _____ *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
- i) You must be an interested party. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) **DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/p

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for..... (Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address..... P. O. Box No..... Tel. No.....Email....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely: 1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that: 1.

2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board onday of20.....

SIGNED

Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____ *[Date]*

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

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

This is to notify you that your Tender dated _____ *[insert date]* for execution of the _____ *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of _____ *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____
Name a

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the _____ *[insert: number]* day of _____ *[insert: month]*, *[insert: year]*. BETWEEN (1) _____ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called —Procuring Entity), of the one part; and (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called —the Supplier), of the other part.

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., _____ *[insert]*
 - i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. _____ (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
 - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

in the capacity of _____ *[insert title or other appropriate designation]* In the presence of _____
_____ *[insert identification of official witness]* **For and on behalf of the Supplier**

Signed: _____ *[insert signature of authorized representative(s) of the Supplier]* in the capacity of _____
_____ *[insert title or other appropriate designation]* in the presence of _____
_____ *[insert identification of official witness]*

FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

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

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with *(name of Employer)* _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *(in words)*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.¶

[Name of Authorized Official, signature(s) and seals/stamps]

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

FORM No. 6 - PERFORMANCE SECURITY [Option 2- Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]* **Date:** ____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter called —the Contractor¹) and _____] as Surety (hereinafter called —the Surety¹), are held and firmly bound unto _____] as Obligee (hereinafter called —the Employer¹) in the amount of for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of , 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term —Balance of the Contract Price,¹ as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
 - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has

caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ [Insert
name and Address of Employer]

Date: _____ [Insert date of
issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference
number]

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

1. We have been informed that _____ (hereinafter called —the Contractor!) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words _____) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____) ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of _____, 2_,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

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

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or in directly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____ [insert identification no] Name of the Assignment: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer}]”

*Name of the Tenderer..... *[insert complete name of the Tenderer] _____*

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

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

Signature of the person named above..... [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]

