REPUBLIC OF KENYA

MINISTRY OF HEALTH

ARAB BANK FOR ECONOMIC
DEVELOPMENT IN AFRICA

TENDER DOCUMENT FOR

SUPPLYING, COMMISSIONING, OPERATION, MAINTENANCE AND HANDOVER OF MEDICAL EQUIPMENT

GENERAL REQUIREMENTS
QUALIFICATION INFORMATION
SPECIFICATIONS

TENDER NO.: MOH/BCOV19/ONT/001/2022-2023

CLOSING DATE: Thursday, 6TH APRIL 2023 AT 10.00 A.M. LOCAL TIME

Issue Date: 16th March, 2023

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I - INVITATION OF TENDERS

OPEN NATIONAL(LOCAL) TENDER

Date: 21st March,2023

Invitation of Tenders No.: MOH/BCOV19/ONT/001/2022-2023

1. The Government of the Republic of Kenya has obtained a grant from the Arab Bank for Economic Development in Africa to finance an institutional support for Health Sector to assist the Government to rehabilitate and develop the Infrastructure of 10 health Centres to enable them to provide medical services appropriate to the pandemic of Covid-19 and other diseases.

2. The Ministry of Health invites sealed Tenders from eligible Tenderers for the procurement of Medical Devices and Equipment.

3. Eligible interested Local Tenderers may obtain further information, addendums or clarifications in respect to this Tender from the Ministry website www.health.go.ke. All eligible Tenderers are advised to regularly check the website during the bidding period.

4. A complete set of the Tender documents may be downloaded from the Ministry's website www.health.go.keor public procurement information portal: www.tenders.go.ke, free of charge. Eligible Tenderers downloading the Tender document MUST forward their company's details to procurement@health.go.ke so that any addendum/ clarifications can be sent to their email address.

   Requests for clarification to be sent either by mail to Principal Secretary, Ministry of Health P. O Box 30016 Nairobi, Kenya or through email address procurement@health.go.ke, at any time, but not later than 14 days before the closing date for submittal of bids.

   Interested bidders may participate on their own or as a joint venture in any or a combination of the above tenders. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms. A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.
5. The **original** and **one copy** of the Tender Document shall be placed inside of a sealed envelope, clearly marked with, "[Name of the TENDER] ", reference number with a warning "**Do Not Open until** [***6th April 2023*** *at* ***10.00 a.m.*** **(Kenyan Time**)].
6. If the envelopes and packages with the tenders are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the tender.
7. Tender must be accompanied by a **Tender Security (Bank Guarantee) of 2% of the Total Tender Amount** or equivalent amount in the currency of the Tender.
8. Tenders must be delivered to the address below,

   The Principal Secretary,
   Ministry of Health,
   Afya House Building, Cathedral Road,
   P.O. Box 30016-00100,
   NAIROBI.

   or be deposited in the Tender Box located on 1st Floor of Afya House, Ministry of Health, Cathedral Road, Nairobi, so as to be received on or before ***10:00 a.m. on 6th April, 2023***.

   Electronic bidding ***will not be permitted***. Late tenders will be rejected.

9. Tenders will be opened immediately thereafter at the GTZ Boardroom located at Afya House Ground Floor.

Head Supply Chain Management Services
For: Principal Secretary

II - INSTRUCTIONS TO TENDERERS A. GENERAL

1. Purpose of Tender Invitation

Tenders are invited by Ministry of Health (hereinafter referred to as the Purchaser) for the supply of Medical Equipment (the Goods) required for Technical Assistance T o Finance Institutional Support for Health Sector Project (the Project) and described in the tender documents accompanying these Instructions.

2. Interpretation

The terms used in these Instructions shall have the same meanings assigned to them in Article I (Definitions and Interpretation) of Part I (General Conditions of Contract) of the tender documents, subject to any amendments stated in Part II (Special Conditions of Contract). The words "tender" and "bid" are used here interchangeably and shall have the same meaning and any derivative of either shall have the same meaning as the corresponding derivative of the other.

3. Financing

The Purchaser I the Government of the Kenya (hereinafter referred to as the Beneficiary) has applied for I obtained financing from Arab Bank for Economic Development {BADEA} (hereinafter referred to as the financing institution(s)) for the Project and part of such financing will be applied towards meeting the cost of the Goods. However the proceeds of such financing will only be paid by the financing institution(s) at the request of the Beneficiary in accordance with the loan(s)/ financing agreement(s).

4. Eligibility

4.1 . Except as otherwise expressly stated in these Instructions, this invitation to bid is open to local suppliers having the legal capacity to bid and enter into contracts. Bidders shall not at the time of tendering or thereafter be ineligible to bid or subject to boycott under the rules applied by the financing institution(s) referred to in Clause 3 of these Instructions.

4.2. Unless the bidders are manufacturers or producers of the type of goods required and will manufacture or produce the Goods, they must be authorized agents or marketing representatives of such manufacturers or producers.

4.3. No bidder shall be affiliated or associated with a firm engaged by the Purchasers as consultants for the preparation of designs specifications or other documents for procurement of the Goods.

5. Eligibility of Goods and Services

Goods and incidental services required under the tender documents shall not be produced wholly or partly in any country subject to boycott under the rules applied by the financing institution(s) referred to in Clause 3 of these Instructions.

6. Language

The tender, contract documents, correspondence and other related documents shall be in ENGLISH Language.

7. Tender Documents

The tender documents comprise all the following: a) Invitation to Tender.

b) Instructions to Tenderers.
c) Form of Tender.
d) Form of Tender Security.
e) Conditions of Contract:

Part I : General Conditions of Contract. **Part II:**

Special Conditions of Contract.

f) Technical Specifications.
g) Price Schedule.
h) Form of Agreement.
i) Form of Performance Security.
j) Form of Bank Guarantee for Advance Payment

The above-mentioned tender documents and other related documents, as may be issued by the Purchaser or agreed with the successful bidder before award of the Contact, shall apply in accordance with the order of precedence stated in the Contract Agreement.

8. Receipt of Tender Documents and Contact Person

The tenderer shall confirm in writing by mail, telex or facsimile transmission receipt of the tender documents and advise the Purchaser of the name, address and facsimile number of the person authorized to receive, on behalf of the prospective tenderer, any further information and instructions by the Purchaser and/or any addenda to the tender documents.

9. Costs of Bidding

The tenderer shall bear all costs associated with the preparation and submission of its tender. The Purchaser shall, under no circumstances, be responsible for such costs.

10. Single Bids

No bidder may submit either separately or as a partner in a joint venture more than one bid, except, however, where alternative bids are allowed.

11. Closing Date for Submittal of Bids

Bids shall be submitted and delivered by mail, courier service or by the bidder or any agent thereof in person not later than 10.00 hours on 6th April 2023 at the address of the Employer stated below:

The Principal Secretary,
Ministry of Health,
Afya House Building, Cathedral Road,
P.O. Box 30016-00100,
NAIROBI.

or be deposited in the Tender Box located on 1st Floor of Afya House, Ministry of Health, Cathedral Road, Nairobi, so as to be received on or before ***10:00 a.m. on 6th April, 2023***.

NB: Bulky documents should be delivered to the office of the Head, Supply Chain Management Services, on 5th floor Room 514, at Ministry of Health, Afya House, Cathedral Road, off Ngong' Road.

Electronic bidding ***will not be permitted***. Late tenders will be rejected.

Any bid received after the closing time stated in this Clause will be rejected and returned unopened to the bidder submitting such bid.

12. Amendment of Tender Documents

The Purchaser may, at any time before the closing time for submittal of bids, amend the tender documents by issuing an addendum or addenda in writing to all prospective bidders who obtained the tender documents. Such addendum or addenda shall form part of the tender documents and all prospective bidders shall promptly acknowledge by mail, telex or facsimile transmission the receipt of the same. The time for submittal of bids may be extended as appropriate by the Purchaser to enable prospective bidders to take any addendum into account in the preparation of their bids.

13. Clarification of Tender Documents

Any prospective bidder may at any time, but not later than 14 days before the closing date for submittal of bids, request in writing clarification of any matter stated in the bidding documents and the Purchaser will respond to such request in writing by circular letter to all prospective bidders who obtained the tender documents, but without identifying the source of the request for clarification.

B. PREPARATION OF TENDERS 14. Forms and Schedules

The bidder shall use, fill-in and furnish the Form of Tender (shown as Annex I to the Tender Documents), Price Schedule (s), Form of Tender Security and any other forms and schedules contained in the tender documents. The tenderer shall also submit with its bid any information or material required under these Instructions and may, if necessary, provide additional sheets. ***Failure to use and fill-in the forms which are mandatory in accordance with the above may result in rejection of the bid***. All entries shall either be typed or printed in indelible ink, without interlineations or erasures.

15. Bid Prices

15.1. The bidder shall state in the price schedule the unit prices, where applicable, and the total price of its bid.

15.2. The unit rates and prices and the total price of the bidder shall be deemed to include all taxes, duties and other levies payable by the bidder in any country. But insofar as the bidder is liable to pay any taxes, duties or levies imposed under the laws of the Purchaser's

country, the unit rates and prices and the total price quoted by the bidder shall not be deemed to include such taxes, duties and levies except insofar as they have been in force 28 days before the closing date for submittal of bids.

15.3. Prices to be indicated in the price schedule shall be stated in the following manner:

(a) For goods to be supplied locally from the Purchaser's country, the price of the Goods shall be stated including all custom duties, sales and other taxes and levies with a breakdown showing the following:

(i) the price of the Goods ex-works or factory or ex-warehouse.

(ii) taxes, duties and levies including, without limitation, excise taxes, sales taxes and custom duties paid or payable on materials and components for the manufacture or assembly of the Goods the price of which is quoted ex-works (ex-factory) or on previously imported goods quoted ex-warehouse or showroom.

(iii) the price for inland transportation, insurance and other local costs incidental to delivery of the Goods, if so required in the tender documents, to their final destination.

(iv) the price of other incidental services required in the tender documents in connection with the supply of the Goods.

(b) For goods to be supplied from outside the Purchaser's country, the price of the Goods shall be stated CIF, FOB, CFR port of destination, CIP or CPT (named place), as required in accordance with the terms of delivery stated in the tender documents. The following components of the price, if any, shall be identified and stated:

(i) the price for inland transportation, insurance and other local costs incidental to delivery of the Goods from the port of entry to their final destination, if so required in the tender documents.

(ii) the price of other incidental services required in the tender documents in connection with supply of the Goods.

15.4. The terms ex-works, CIF, FOB and other abbreviations, referred to in these Instructions or in the tender documents in connection to the terms of delivery of the Goods, shall be interpreted in accordance with and governed by the current edition of Incoterms published by the international Chamber of Commerce.

15.5. The statement of components of the price referred to in Clause 15.3 of these Instructions is solely required for the purpose of comparison of bids.

15.6. Unless otherwise stated in the tender documents, the prices of the Goods quoted by the bidder ***shall be fixed and not subject to any adjustment***.

16. Bid Currencies

16.1. Except as otherwise stated in the tender documents, prices of goods and incidental services, which will be supplied by the bidder from within the country of the Purchaser, ***shall be quoted in the currency of the Purchaser's country***. But the bidder may quote part of its total price in one or more foreign currencies (not exceeding three) if it will procure part of the materials for, or components of, the Goods from outside the Purchaser's country. The bidder shall justify quotation in a combination of local and foreign currencies by

reference to the quantities and costs of such imported materials or components of the Goods.

16.2. Unless otherwise stated in the tender documents, prices of the Goods and incidental services to be supplied from outside the Purchaser's country shall be quoted in the currency of the bidder's home country or, if so allowed in the bidding documents, in a currency widely used in international trade. However, the bidder may quote part of its total price in one or more other currencies (not exceeding three) if it will procure part of the materials for, or components of, the Goods from outside its home country. The bidder shall justify quotation in a combination of currencies by references to the quantities of such materials and/or components procured from outside its home country.

17. Evidence of Eligibility and Qualifications of the Bidder

The bidder shall submit with its tender documents establishing, to the satisfaction of the Purchaser, the eligibility and qualifications of the bidder at the time of submission of its bid. Such documents shall include the following:

(i) **An authenticated copy of a recent certificate of its registration** in its home country and a certificate from the Chamber of Commerce of that country that it carries on business in the said country.

(ii) If the bidder will not be the manufacturer or producer of the Goods, **evidence that it is an authorized agent or marketing representative of the manufacturer** or producer or that it has been specifically authorized by the manufacturer or producer to supply the Goods to the Purchaser.

(iii) **Evidence of financial, technical and production** capability of the bidder to perform the Contract.

(iv) If the bidder does not carry on business in the Purchaser's country, evidence that **the bidder is or will be represented by an agent** in that country capable of performing the supplier's obligations relating to maintenance, repair and stockpiling of spare parts, as stipulated in the tender documents.

18. Confirmation of Eligibility and Compliance of the Goods with the Tender Documents

18.1. The bidder shall **state the country or countries of origin of the Goods** and incidental services, if any, in order to enable the Purchaser to ascertain compliance with the requirement of eligibility stated in Clause 5 of these Instructions. Documentary evidence, in the form of certificate(s) of origin, confirming such compliance shall be furnished at the time of shipment.

18.2. The bidder shall furnish with its bid **documentary evidence of conformity of the Goods to the bidding documents**. Such evidence may be in the form of literature, drawings and data and shall consist of the following:

(i) a detailed description of the essential technical performance characteristics of the Goods.

(ii) a list giving full particulars, including available sources and current prices of spare parts, special tools and other items necessary for the proper and continuing

functioning of the Goods for years after commencement of the use thereof or such other period as stated in the tender documents.

(iii) a **detailed comparison of the technical specifications of the Goods proposed to be supplied by the bidder with the technical specifications stated in the bidding documents**, so as to demonstrate conformity of the Goods to the latter technical specifications or otherwise indicate deviations therefrom. For the purpose of such comparison, it should be noted that references in the bidding documents to standards for workmanship, materials or equipment and any brand names or catalogue numbers are intended to be descriptive only. Alternative standards, brand names and/or catalogue numbers may be accepted by the Purchaser provided it is demonstrated to its satisfaction that they are equal or better than those stated in the tender documents.

19. Period of Tender Validity

Tenderers shall remain bound by their tenders for a period of 150 days from the final closing date for submittal of bids. **Any tender stated to be valid for a shorter time may be rejected by the Purchaser.**

20. Tender Security

20.1. The tender shall be accompanied by a tender security in the form of a certified cheque or of a **bank guarantee** issued or endorsed by a bank acceptable to the Purchaser. Such bank guarantee shall be in the form prescribed in the tender documents and shown in Annex II thereto and shall be valid for the same period of the required tender validity.

20.2. Any **tender not accompanied by the required tender security will be rejected**. The tender security of a joint venture must be in the name of the joint venture partners submitting the tender.

20.3. The tender securities of unsuccessful tenderers will be returned to them within 30 days after the expiration of the period of tender validity.

20.4. The tender security of the successful tenderer will be released promptly after signature of the Agreement and submittal by the said tenderer of the said tender of the performance security required under Article IV of the General Conditions of Contract.

20.5. The tender security of a tenderer shall be forfeited by it:

(a) If the tenderer withdraws its tender before expiry of the period of tender validity.

(b) In the case of the successful tenderer, if it fails within the prescribed time limit either to sign the Agreement or furnish the required performance security.

21. Signature of Tender

The tender and copies thereof shall be signed by the tenderer or a person duly authorized on its behalf. Proof of such authorization in the form of a power of attorney shall accompany the tender. All pages of the bid where entries or amendments have been made shall be initialed by the tenderer or on its behalf by a person duly authorized as aforesaid.

C. SUBMISSION OF TENDERS

22. Format of Tender

Tenders shall be submitted in one original comprising all documents listed in Clause 23 of these Instructions, together with the section containing the form of bid and Appendix to the bid and clearly marked "ORIGINAL". In addition the tenderer shall submit **ONE** copy of the bid each clearly marked "COPY". In case of any discrepancy between the Copies and Original, the Original shall prevail.

23. Contents of Tender

The tender shall, in accordance with the requirements stated in the tender documents, comprise the following:

(a) The tender form and completed Price Schedule,

(b) The tender security,

(c) Documentary evidence confirming eligibility of the Bidder and the Goods,

(d) The completed schedules of supplementary information,

(e) All information on any subcontract envisaged.

24. Sealing and Marking of Tenders

24.1. The tenderer shall put and seal the Original and each Copy of its tender in separate envelopes marked "ORIGINAL" and "COPY". The envelopes shall then be put in an outer envelope which shall be sealed. All such envelopes shall be addressed to the Purchaser at his address stated in Clause 11 of these Instructions, bear the name and identification number of the Project or Contract and a warning that they shall not be opened before the date for opening of bids.

24.2. The inner envelopes shall state the name and address of the tenderer for returning the tender to it in case it is not received at or before the closing time for submittal of bids.

25. Modification, Substitution or Withdrawal of Tenders

The tenderer may modify, substitute or withdraw its tender by written notice to the Purchaser before the closing time for submittal of bids. Such modification, substitution or withdrawal shall be contained in a sealed envelope marked as "Modification", "Substitution" of "Withdrawal of Tender". No modification, substitution or withdrawal of a tender will be accepted after the closing time for submittal of bids.

D. BID OPENING AND EVALUATION

26. Bid Opening

26.1. Bids will be opened by the Purchaser in a session to which all bidders will be invited, the time and place being stated in the invitation addressed to the tenderers. Each bidder may attend in person, or designate an authorized representative to attend on its behalf, and shall sign a register of attendance.

26.2. Envelopes marked "Withdrawal" or "Substitution" will be opened first and the name of the bidder submitting the same shall be announced. Bids for which notice of withdrawal thereof or substitution therefor was duly received before the closing time for submittal of bids will not be opened.

26.3. The remaining bids, will then be opened and the Purchaser will **announce the bidders' names, the bid prices, including any alternative bid prices, the presence (or absence) of tender security and any such other details as the Purchaser may consider appropriate.** The envelopes marked "Modifications" will then be opened and their content read out in appropriate detail.

26.4. The Purchaser will prepare minutes of the tender opening session, including the information announced during the session. **Such minutes are for the administrative purposes of the Purchaser and the bidders shall not be entitled to receive copies thereof.**

27. Confidentiality of Process of Evaluation of Bids

All information concerning the examination, clarification and evaluation of bids and the recommendation for award are confidential and will not be disclosed to bidders or to any person not officially concerned with such process until award to the successful bidder. Any attempt by any bidder to influence the process of evaluation of bids or award will lead to the rejection of its bid.

28. Clarification of Bids

The Purchaser may request any bidder to clarify any matter in its bid, including the breakdown of its unit rates. Such request will be made in writing, but no bidder will be allowed to make, through any clarification given by it, any change in the price or substance of its bid.

29. Determination of Responsiveness of Bids

29.1. Prior to the detailed evaluation of bids the Purchaser will examine each tender to determine whether it: (a) **meets the eligibility criteria set forth in Clauses 4 and 5** of these instructions, (b) **has been properly signed**, (c) **is accompanied by the required bid security**, (d) **is valid for the period required and**, (e) is **substantially responsive to the requirements of the tender documents**. For this latter purpose, a substantially responsive tender is one which conforms to all terms, conditions and specifications stated in the tender documents without any material deviation or reservation. A material deviation or reservation is one which: (i) affects in a substantial way the price, scope, quality, performance or the required timing of execution and completion of the works, or (ii) limits

in any substantial way, inconsistent with the tender documents, the rights of the Purchaser or obligations of the tenderer, and (iii) whose rectification would unfairly affect the competitive position of the tenderers who have presented substantially responsive bids.

29.2. If a tender is found not to be substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation and it will be rejected by the Purchaser.

30. Correction of Errors

30.1. The tenders determined to be substantially responsive will be checked by the Purchaser for any arithmetical errors. The Purchaser shall have the right to correct such errors using the following method:

(a) Where there is a discrepancy between the amounts stated in figures and the amount stated in **words,** the latter **shall govern**.

(b) Where there is an error in any amount resulting from the multiplication of a unit rate for an item by the quantity thereof, the **unit rate shall govern** and the product of the multiplication shall be corrected accordingly, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total stated will govern and the unit rate will be corrected accordingly.

(c) The total tender price will be recalculated on the basis of correction of errors in the manner stated in paragraph (b) above, or if there are no such errors by correcting any errors in the summation of the prices for the various line items in the Price Schedule(s). **The total price arrived at after either of these corrections shall be deemed to be the correct total price of the tender**, unless the total price stated in the tender is lower than the corrected total tender price, in which case the former shall be deemed as the correct tender price and the tenderer shall be deemed to have offered a discount to be applied pro rata to the prices of all items in the schedule of prices.

30.2. The correction and adjustment of the tender prices and total tender price resulting from the application of the methods for correction stated above shall be binding on the tenderer and if the tenderer does not accept the corrected amount of its bid, it shall forfeit its tender security.

E. EVALUATION AND COMPARISON OF TENDERS

31. The Bids to be Evaluated:

Only bids determined to be substantially responsive will be evaluated and compared with one another by the Purchaser.

32. Currency of Evaluation

For the purpose of evaluation and comparison of the bids, all bid prices will be converted to the currency of the Purchaser's country at the selling rates of exchange published on the day of opening of bids by the Central Bank or an institution performing the functions of a central bank in the purchaser's country.

33. Determining the Lowest Evaluated Bid

33.1. For evaluation of the bids, the Purchaser will determine the evaluated bid price for each bid by adjusting the bid price, as determined in accordance with Clauses 30 and 32 of these Instructions, as follows:

(a) excluding provisional sums.

(b) making an appropriate adjustment on sound technical and/or financial grounds for any quantifiable acceptable deviations or reservations or alternative offers.

(c) making an allowance in financial terms for completion time or times, which are different, if allowed, from those stated in the tender documents.

(d) taking into account the cost of mandatory spare parts and services incidental to the supply of goods, if such services are required.

(e) taking into account the availability in the Purchaser's country of spare parts and after-sales services for any equipment to be supplied by the bidder.

(f) taking into account the projected operating and maintenance costs during the life of any equipment to be supplied by the bidder as well as the performance and productivity of such equipment.

(g) applying any other criteria stated in the bidding documents.

33.2. The estimated effect of price adjustment provisions in the Conditions of Contract over the period of execution of the Contract shall be disregarded in the evaluation of bids.

34. Preference for Certain Bidders

34.1. The Purchaser will grant a margin of preference in the comparison of bids for goods manufactured or produced in the Purchaser's country and/or in the country of member countries of the financing institution(s)1, provided the following conditions are satisfied:

(i) the cost of the goods net of taxes and duties, includes a value added in one of the countries referred to above of not less than 20% of the exfactory bid price of the goods.

(ii) the bidder is owned or beneficially owned to the extent of not less than 50% by nationals of that country.

34.2. The margin or preference to be accorded to the bidder eligible therefore will not exceed the amount of custom duties and other import taxes or the CIF or CIP price (or equivalent) on the basis of the lowest evaluated bid or 15% of such price, whichever is lower.

F. AWARD OF CONTRACT

35. Award

Subject to Clause 36 and to the application of Clause 34 of these Instructions, the Purchaser will award the Contract to the successful bidder satisfying the requirements of qualifications under Clause 17 of these Instructions and whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid as determined in accordance with Clause 33 of these Instructions.

36. Annulment of Tender Procedure

The Purchaser reserves the right to accept or reject any tender or to annul the tendering process and reject all tenders at any time prior to the award of the Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Purchaser's action.

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(1) If the Goods are wholly or partly financed by the Arab Bank for Economic Development in Africa, insert after the word "institution(s)" the expression "and any African Country."

37. Notification of Award

37.1. Prior to expiration of the period of validity of bids, as such period may be extended with the agreement of the successful bidder, the Purchaser will notify the successful bidder in writing by registered letter or by cable, telex or facsimile, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum which the Purchaser will pay to the Supplier in consideration of the supply of the Goods, the remedying of any defects therein as prescribed by the Contract and the provision of any incidental services required in the tender documents (such sum hereinafter and in the Conditions of Contract called "the Contract Price").

37.2. Pending signature and entry into force of the Contract, the notification of award will constitute a contract between the Purchaser and the successful bidder.

38. Signature of Contract

The successful bidder shall, on such date as notified to it by the Purchaser, sign the Agreement (in the form shown in Annex III) constituting the Contract for the supply of the Goods and any incidental services required in the tender documents.

39. Furnishing of Performance Security

Within 30 days of receipt of the Letter of Acceptance or notification of contract award, the successful bidder shall furnish the Purchaser with a Performance Security in accordance with the General Conditions of Contract, being in conformity with the form prescribed for this purpose in the tender documents (Annex IV).

40. Failure to Sign Contract or Furnish Performance Security

Failure of the successful bidder to comply with the requirements of Clause 38 and/or Clause 39 of these Instructions shall constitute a breach of contract and cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Purchaser may take under the Contract. The Purchaser may also resort to awarding the Contract to the next ranked bidder or call for new bids.

QUALIFICATION INFORMATION

This shall apply to every supplier in addition to all requirements stated in the Instructions to Tenderers.

MANDATORY REQUIREMENTS

Item	Description	Yes	No
1.	Copy of a valid Certificate of Incorporation or /Business Registration		
2.	Copy of Pin Number from Kenya Revenue Authority (KRA)		
3.	Copy of Valid Tax Compliance Certificate		
4.	Dully filled ,Signed and Stamped Form of Tender and Price Schedules.		
5.	Valid for the period Required.		
6.	Copy of Current & valid Single Business Permit		
7.	The bidder should show evidence of a strong office base established in the country and the region with demonstrated support service for not less than 12 months		
8.	The bidder shall establish to the Employer's satisfaction, proof of similar contracts (Hospitals) successfully completed in the last 10 years in form of LPOs , Contracts and Inspection and Acceptance Certificates		
9.	Written Power of Attorney issued by the director if the signatory of the tender is not a director.		
10.	Financial Capability (As supported by Audited Accounts for the last Three (3) years		
11.	The Bidder shall provide details of line(s) of credit available to the bidder, including amount(s) and name of bank(s) making available such line(s) of credit and contact details		
12.	Documentary evidence of the equipment/instruments proposed in the form of brochures or catalogues		
13.	The bidder shall provide a manufacturer authorization specifying name, model number and country of origin and status of equipment production for all such equipment without any alteration		
14.	The tenderer shall be required to submit a certificate of conformity to standards for each of the product offered.		
15.	Total Compliance to Specifications with Clause-by-Clause Statement of Compliance (SOC) of the response in the stipulated format		

Item	Description	Yes	No
16.	The bidder should demonstrate Proof of availability of spare parts.		
17.	The Tender must be accompanied by a Tender Security (Bank Guarantee) of 2% of Total Tender Amount in the tender currency.		
18.	Bidders are required to quote 100% of all items in the Lot		
	Bidders must meet ALL the mandatory requirements to qualify for Technical Evaluation		

TECHNICAL REQUIREMENTS

1. ORIGINAL MAUFACTURER BROCHURE

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

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

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

d) A brochure shall not be considered an original manufacturer brochure if ;
i) It does not contain any of the requirements in section 1 (b) from (i) to (vi)
ii) Contains superimposed images of the product
iii) Is a photocopy or a scanned copy

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

2 MANUFACTURER AUTHORIZATION

a) The tenderer shall provide a Manufacturer Authorization as stipulated in the tender documents for all products tendered for. The Manufacturer Authorization shall specify the product offered in terms of name, model number and country of origin.
b) Any alteration whatsoever on the Manufacturer Authorization will lead to automatic disqualification of the product.

3 QUALITY CERTIFICATION

a) The tenderer shall be required to submit a certificate of conformity to standards for each of the product offered. Particular standard for each products are indicated in technical specifications
b) For the certificate of conformity to be valid it shall comply with the following;

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

4. COMPLIANCE SHEET

a) Tenderer will be required to submit, in additional to original manufacture brochure, a compliance sheet for each of the items offered. The tenderer must indicate on the compliance sheet whether the product/services offered comply with each item of the technical specification in the tender document. Any deviation from technical specifications shall be clearly stated.
b) All the dimensions, capacities and performances of the product/services offered shall not be less than those required in the tender technical specifications. Deviations from the basic requirements, if any shall be explained in detail in writing in the compliance sheet, with supporting data such as calculation, etc. The procuring entity reserves the right to reject the product/services, if such deviations shall be found critical to the use and operation of the products.
f) The tenderer shall be required to commit in writing and present supporting data for compliance with items in the tender technical specification which are not supported by original manufacturer's brochure.
g) In case of conflict between information /data presented in the original manufacturer brochure and the tenderer's compliance sheet, the information /data in the original manufacture brochure shall prevail.

5. LOCAL BACK UP

a) Where the tenderer is an international company, it shall indicate the name and address of authorized local representative (Agent) who shall provide local support to the system in terms of installation and commissioning, preventive maintenance, repairs, spare parts availability, and training, throughout the life span.
b) The tenderer shall provide information on the capacity of the local representative or agent to support the MGPS offered in terms of workshop facilities, tools and measuring equipment, spare parts, and qualified and skilled technical staff employed.

6. FALFICATION OF DOCUMENTS

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

7. OPERATING ENVIRONMENT

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

i) Operating Voltage: Three phase 415 V a.c, 50Hz,
Single-phase 240 V a.c, 50Hz

ii) Operating Temperatures: 10^0 C to 40^0 C
iii) Humidity Range: 20% to 95%
iv) Altitude 0 to 3000m
v) Environment: Dusty environment

b. All electrical wiring where applicable must comply with current I.E.E or IEC wiring regulation currently in force.

8. PRODUCT AND ACCESSORIES

a) All products offered shall be models on **current production**, new and unused.
b) The tenderer shall supply all necessary accessories as part of the components which guarantee normal function of the equipment in accordance with the specifications.
c) When the spare parts are available from the manufacturer in packages whose quantity and contents differ from the specifications, the tenderer shall provide the spare parts in amount equivalent to the requirements of the specifications.
d) Prices quoted shall include all costs of shipment and handling, delivery, pre-installation, installation, testing and commissioning of the products/services at the designated site
e) Payment will be made after successful installation and commissioning of the system and singing of the **INSTALLATION AND COMMISSIONING CERTIFICATE** issued from the office of the Project Manager, Ministry of Health and countersigned by the officer in charge of the beneficiary health facility

III - GENERAL CONDITIONS OF CONTRACT

ARTICLE-I DEFINITIONS & INTERPRETATION

1-1 In the Contract, unless the context otherwise requires, the following terms shall have the meaning assigned to each of them hereunder:

(a) "Goods" means any equipment, machinery, merchandise or material to be supplied under the Contract and includes any accessories or spare parts required thereunder.

(b) "Supplier" means the person, firm, company or entity supplying the Goods.

(c) "Purchaser" means the entity or organization purchasing the Goods and stated in the Special Conditions.

(d) "Contract" or "Agreement" means the agreement entered into between the Supplier and the Purchaser for the supply of the Goods including all documents listed therein as constituting part thereof.

(e) "Contract Price" means the price of the Goods required to be paid by the Purchaser to the Supplier pursuant to the Contract.

(f) "General Conditions" means the General Conditions of Contract provided for herein.

(g) "Special Conditions" means the Special Conditions of Contract provided for in Part II of the Conditions of Contract.

(h) "Specifications" means specifications of the Goods as shown in the Bidding Documents.

(i) "The Services" means such ancillary services as transportation and insurance of the Goods, as provided for in the Contract, as well as incidental services to the supply of the Goods, as may be required under the Contract, such as installation and commissioning, provision of technical assistance, training and other services.

1-2 In the Contract, unless the context otherwise requires, words denoting the singular include the plural and vice-versa, and references in any document constituting part of the Contract to articles, clauses or sections are references to articles, clauses or sections of that document, while reference to a specified Appendix or Annex is a reference to that Appendix or Annex of the Contract.

ARTICLE-II APPLICATION OF THE GENERAL CONDITIONS, CONTRACT DOCUMENTS

2-1 The Contract Documents shall be as defined in the Contract Agreement and shall be taken as mutually explanatory of one another. In case of ambiguity or discrepancy, the Contract Documents shall prevail in the order specified in the Contract Agreement.

2-2 The Contract Documents constitute the entire agreement between the parties and shall supersede any previous correspondence between the parties not specifically incorporated in the Contract Documents.

ARTICLE-III THE SUPPLIER TO INFORM HIMSELF FULLY

The Supplier shall be deemed to have examined the General Conditions, Special Conditions, Specifications, Appendices, Drawings and other Contract Documents and to have investigated and taken into account any conditions relevant to local conditions within the Purchaser's country that may affect the Supplier's performance of its obligations under the Contract.

ARTICLE-IV PERFORMANCE SECURITY

4-1 Within 30 (thirty) days after the Supplier's receipt of notification of award of the Contract in the form of Letter of Acceptance, the Supplier shall furnish a performance security to the Purchaser in an amount equivalent to 10% of the Contract Price. The performance security shall cover the Warranty Period specified in the Special Conditions.

4-2 The performance security shall be denominated in the currency of the Contract or in another freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms and issued by a bank acceptable to the Purchase:

(a) An unconditional and irrevocable bank guarantee in the form provided in AnnexIV hereto.

(b) A standby letter of credit, the amount of which shall be payable to the Purchaser on the presentation of a simple statement that the Supplier has failed to carry out its obligations under the Contract.

4-3 The performance security shall be discharged by the Purchaser not later than 30 (thirty) days following the date of fulfillment of the Supplier's obligations under the Contract including the Warranty obligations of the Supplier stated in Article XVIII hereof as supplemented by the Special Conditions.

ARTICLE-V PATENTS

The Supplier warrants that the Goods and any materials used in their manufacturing shall not be such as to cause the Purchaser to become liable for any infringement of any patent, registered design, trademark, proprietary know-how or copyright or anything analogous or similar and the Supplier shall indemnify and hold harmless the Purchaser against any liability (howsoever arising or described) that may be incurred by the Purchaser as a result of the breach by the Supplier of the terms of this provision.

ARTICLE-VI TIME SCHEDULE FOR DELIVERY

The Supplier shall, prior to the signing of the Contract Agreement, provide to the Purchaser for approval a time schedule for delivery of the Goods which shall be within the time specified in the Bid and according to the specific requirements (if any) stated in the Special Conditions or in any of the Contract Documents. The approved time schedule shall be binding upon signing of the Contract Agreement.

ARTICLE-VII INSPECTION AND TESTING BEFORE SHIPMENT

7-1 The Purchaser or its designated agent or representative, shall be entitled at all reasonable times during manufacture, storage and packing of the Goods to inspect and examine them and to witness, at the Purchaser's own cost, tests on the Supplier's premises of the materials, workmanship and performance of the Goods or any component part thereof, and if part of the Goods is being manufactured on other premises, the Supplier shall obtain for the Purchaser permission to inspect, examine and witness tests as if the Goods were being manufactured on the Supplier's premises. Such inspection, examination or testing shall not release the Supplier from any obligation under the Contract.

7-2 The Supplier shall give the Purchaser not less than twenty-one (21) days notice in writing of the date on, and the place at which any Goods will be ready for testing and the Purchaser shall give the Supplier ten (10) days notice in writing of its intention to attend the tests. If the Purchaser fails to attend at the place so named on the date the Supplier has stated in its notice, the Supplier may proceed with the tests and the Purchaser shall be deemed to have waived its right to attend. The Supplier shall forthwith forward to the Purchaser duly certified copies of the test reports.

7-3 Where the Specifications provide for tests on the premises of the Supplier or of any Sub Supplier, the Supplier, except insofar as otherwise specified in the Contract, shall provide free of charge such adequate office space, reasonable facilities, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required for carrying out such tests efficiently.

7-4 As and when the Purchaser is satisfied that the Goods or any part thereof shall have passed the tests referred to in this Article which it has attended, the Purchaser shall issue to the Supplier a Shop Inspection Certificate to that effect within seven (7) days after the tests have been performed.

7-5 In case the Purchaser is not attending any shop test of which it was given due notice, the Supplier may issue the certificate after the part or parts of the Goods subject of such notice shall have successfully passed the tests, and it shall submit such certificate to the Purchaser via special courier service or by facsimile. If within ten (10) days after receipt of such certificate by the Purchaser, no objection has been made by the Purchaser, this certificate shall be deemed to have been accepted by the Purchaser.

7-6 If after inspecting, examining, or testing the Goods or any part thereof the Purchaser shall decide that such Goods or any part thereof are defective, it may require the Supplier to rectify the defects or replace the defective parts of the Goods.

ARTICLE-VIII PACKING

8-1 The Supplier shall provide such packing of the Goods as is required in the Special Conditions or in any of the Contract Documents.

8-2 Without prejudice to the generality of Section 8-1 hereof:

(a) The final packing shall be such that the weight and dimensions of packages are within reasonable limits in order to facilitate handling, storage and transportation.

(b) Each crate, case box, package or bundle shall have labels and/or tags made from strong waterproof material and marked in indelible and non-fading ink, securely attached thereto. These labels or tags shall indicate at least the name of the manufacturer, the type of Goods or components and the quantity it contains so that it can be easily checked upon delivery. A packing list shall be included in each crate or box.

(c) Each package delivered under the Contract shall be consecutively numbered and shall also be marked with a code number or other identification to be approved by the Purchaser so that various components of the Goods which are shipped disassembled and which may not be interchangeable can be identified, collected and stored at site together. Additional information and/or colour codings that may reasonably be required by the Purchaser to facilitate identification, shipment to stores or site handling and storage will also be provided.

(d) In addition to labels and markings indicated above, all packages, cases or boxes shall be clearly and boldly marked on two opposite sides and on the top as follows:

CONSIGNEE (The Purchaser)
DESTINATION
CONTRACT NUMBER
NAME OF SUPPLIER
WEIGHT AND DIMENSIONS
SERIAL NUMBER
CODE NUMBER

ARTICLE-IX DELIVERY AND DOCUMENTS

9-1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and the Special Conditions.

9-2 For the purposes of the Contract, "FOB", "CIF", and "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms published by the International Chamber of Commerce, commonly known as INCOTERMS.

9-3 Shipping documents to be provided by the Supplier shall be as stipulated in the Special Conditions.

ARTICLE-X INSURANCE

Where the Goods are to be supplied under the Contract on CIF, CIP or C&I basis, the Goods shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in an amount equal to that, and in the manner, stipulated in the Special Conditions.

ARTICLE-XI TRANSPORTATION

11-1 Where the Goods are required to be supplied FOB, transportation of the Goods up to the vessel receiving the Goods shall be arranged and paid for by the Supplier.

11-2 Without prejudice to the provisions of Section 11-1 hereof, the responsibility for arranging transportation of the Goods and the costs thereof shall depend upon the basis on which the Goods are to be delivered. In all cases the responsibilities of either party shall be governed by the INCOTERMS.

11-3 In all cases, transportation of the Goods after delivery shall be the responsibility of the Purchaser.

ARTICLE-XII INCIDENTAL SERVICES AND SPARE PARTS

12-1 The Supplier shall provide such incidental services as specified in the Special Conditions.

12-2 The Supplier shall provide such spare parts as are required in the Special Conditions. The Supplier also undertakes to provide, on the request of the Purchaser, spare parts necessary for the operation and proper functioning of the Goods. Such undertaking shall be valid and binding for the period indicated in the Special Conditions.

ARTICLE-XIII CHANGE ORDERS - VARIATIONS

The Purchaser shall be entitled to:

(a) Increase or decrease the quantity of the Goods or any item or items thereof within the limit of the percentage stated in the Special Conditions, and the Contract Price shall be increased or decreased accordingly by applying the unit price stated in the Contract for the Goods or item thereof subject of increase or decrease in quantity pursuant to this provision.

(b) Make any change or modification in the designs, specifications and/or schedule of delivery of the Goods under the contract. However in case of such modification or in case of a variation in the quantity of the Goods or any item thereof exceeding the percentage stated in the Special Conditions, the Supplier and the Purchaser shall negotiate in good faith and agree on an increase or decrease in the Contract Price, as may be reasonable in the circumstances, and shall agree on the manner of payment of any agreed increase.

ARTICLE-XIV BASIS AND PAYMENT OF CONTRACT PRICE

14-1 Unless otherwise stipulated in the Special Conditions, the Contract Price shall be fixed and not subject to revision.

14-2 Payment of the Contract Price shall be made in the manner stated in the Special Conditions.

14-3 Should the Supplier require an advance payment, such advance payment, not exceeding 20% of the Contract Price, may be made upon the submission of an invoice and a Bank Guarantee in the form provided in Annex-V hereto.

14-4 Requests for payment shall be in writing and shall include all documents required under the Contract and satisfy all conditions prescribed therein.

ARTICLE -XV ASSIGNMENT

The Supplier shall not assign or transfer any of its rights or obligations under the Contract without the written consent of the Purchaser.

ARTICLE-XVI EXTENSION OF TIME FOR PERFORMANCE OF THE SUPPLIER'S OBLIGATIONS

16-1 The Supplier shall guarantee and strictly comply with the delivery dates and time limits set forth in the Contract, which shall be deemed of the essence of the Contract. In the event of any delay arising in any phase of performance by the Supplier of his obligations under the Contract, the Supplier shall promptly give notice to the Purchaser of the delay or expected delay with the reasons therefore, not later than seven (7) days after the occurrence of the alleged cause of delay. The Supplier shall at all times use its best efforts to act with diligence to cure any such delay.

16-2 If the Supplier shall deem that any delay justifies an extension of time in accordance with the provisions hereof, it shall submit a request in writing to the Purchaser for extension of time for its performance under the Contract. The Purchaser will grant the Supplier such extension of time if the Purchaser is satisfied, after substantiation of the Supplier's written request therefor, that:-

(i) such delay in the Supplier's performance was due to unforeseeable causes beyond the Supplier's control or caused by a Force Majeure event, as defined in Article XIX hereof; and

(ii) the Supplier has, from the occurrence of the event causing such delay, used its best efforts to cure any delay of the Supplier's performance resulting therefrom. Any extension of time granted by the Purchaser in accordance with the provisions of this Article shall be notified to the Supplier in writing and shall be for that period of time which the Purchaser deems justified and reasonable under the circumstances.

ARTICLE-XVII LIQUIDATED DAMAGES

17-1 To the extent that the time for performance of the Supplier's obligations under the Contract has not been extended in accordance with the provisions of Section 16-2 hereof and subject to the provisions of Article XIX hereof, should the Supplier fail to perform any of its obligations under the Contract, and in particular its obligation to effect the shipment of any item of the Goods by the time or times specified in the Delivery Schedule, the Purchaser shall have the right to deduct from the Contract Price or demand and receive from the Supplier, as liquidated damages for delay for every week or part of a week of delay after the date scheduled for performance or delivery according to the Delivery Schedule, the amount specified in the Special Conditions.

17-2 The total liability of the Supplier for liquidated damages under the Contract shall be limited to ten per cent (10%) of the Contract Price.

17-3 If the Purchaser shall demand the payment of any of the liquidated damages specified herein, the Supplier shall pay to the Purchaser the said liquidated damages by means of telegraphic or telex transfer remittance within thirty (30) days after receipt by the Supplier of the Purchaser's invoice.

17-4 The payment of liquidated damages pursuant to this Article shall be without prejudice to any other right or remedy that the Purchaser may be entitled to under the Contract or by law.

ARTICLE-XVIII WARRANTY

18-1 The Supplier warrants that the Goods are new, unused and are manufactured in accordance with the current state of the art. The Supplier also warrants that the Goods and any part thereof, whether manufactured by the Supplier or procured from a sub-supplier shall be free from any defect in design, materials or workmanship.

18-2 The warranty stated herein shall remain .valid for the period specified in the Special Conditions (the Warranty Period). The Warranty Period shall start after the Goods have been delivered to the final destination indicated in the Contract.

18-3 If at any time within the Warranty Period, the Purchaser alleges the existence of a defect in the Goods the particulars of such defect shall be promptly notified to the Supplier who shall be afforded a reasonable opportunity for inspection of the same.

18-4 Promptly upon receipt of such notice the Supplier shall either remedy, repair or replace the Goods.

18-5 The Warranty Period shall be extended by any period during which the Goods shall have been inoperative by reason of any defect therein or omission on the part of the Supplier. Further, in the event that any part or parts are replaced in accordance with this Article (either by the Supplier or by its sub-supplier(s)), the Warranty Period for such part or parts shall be extended for a further period, which shall be the greater of six calendar months from the date of the replacement of such part or parts, or the unexpired portion of the Warranty Period. A similar extension to the initially extended Warranty Period shall occur if the replacement part or parts need to be replaced again during the initially extended Warranty Period.

18-6 The Purchaser, or any of its duly authorized representatives, shall promptly notify the Supplier by telex/telegram or facsimile of the discovery of any defect for which a claim is to be made under this Article. Such notice shall include full particulars as to the nature of the defect and the extent of such defect which at the date of the notice is apparent. The Supplier shall have no obligation under the Warranty for any defects discovered during the Warranty Period, unless notice of such defects is received by the Supplier no later than thirty calendar days after the expiry of the Warranty Period. The Supplier shall have no obligation with respect to defects discovered after the expiration of the Warranty Period, as such period may be extended pursuant to Article 18-5 hereof.

18-7 The Supplier shall remedy at its expense any defect against which the Goods or any part thereof is warranted under this Article by making all necessary repairs and replacements at its expense in his Plant or such other place as directed by the Purchaser. If the Supplier delays or fails to remedy the defect within 21 days of sending the notice to it, the Purchaser or its authorized representatives shall in their discretion cause the necessary repairs or replacements to be made elsewhere for the account of the Supplier, provided, however, that the Purchaser shall have used reasonable endeavours to mitigate the cost of such repairs or replacement. For the avoidance of doubt, the Supplier shall reimburse the Purchaser for all costs reasonably incurred by the Purchaser in effecting repairs at any place other than the Supplier's Plant.

18-8 The Supplier shall guarantee all repairs and replacements effected to the Goods other than by the Supplier during the Warranty Period, provided that the Purchaser shall have given the

Supplier reasonable notice to enable the Supplier to attend to and/or supervise or direct such repairs or replacements. For the avoidance of doubt, it is agreed that if the Supplier fails to attend to or supervise such repairs, after having been given notice, it shall nonetheless guarantee any and all such repairs or replacements that are effected to the Goods.

ARTICLE-XIX FORCE MAJEURE

19-1 In the event of any delay brought about by war, hostilities, blockade, revolution, insurrection, mobilization, civil commotion, act of the public enemy, strikes, lockouts, plagues or other epidemics, quarantines, earthquakes, accidents, fire (not caused by negligence of the Supplier, its servants or agents), storm damage or any identical or similar event affecting the Supplier's performance of its obligations under the Contract in general, and the delivery of the Goods in accordance with the Delivery Schedule of the Goods in particular, the Supplier shall be allowed such extension of time as may be agreed with the Purchaser subject, expressly to a detailed written application for such extension being lodged with the Purchaser within ten working days of the occurrence of such Force Majeure.

19-2 The Supplier shall not be entitled to extension of time, under this Article or Section 16-2, for the delivery of the Goods or the performance of any other obligation of the Supplier under the Contract, unless:

(i) the Supplier has duly given the notices provided for in Section 16-1 and in 19-1 above; and

(ii) the delay has not in any way been caused or contributed to by any error, neglect or default of the Supplier or any its directors, servants or agents; and

(iii) the Supplier has taken all reasonable steps to avoid or mitigate the delay whether before or after the occurrence of the event causing the delay.

19-3 The Purchaser shall be entitled to dispute the occurrence of any event of Force Majeure or the duration thereof or whether any event constitutes an event of Force Majeure as defined above or whether the occurrence of such event of Force Majeure actually delays the delivery of the Goods or the performance of any other obligation of the Supplier thereby entitling the Supplier to any extension of time as set out above or the duration of such extension of time requested.

19-4 In the event that the Purchaser exercises any of its rights under Section 19-3 above and, if an agreement cannot be reached between the Supplier and the Purchaser on the matter, such matter shall be referred to arbitration in accordance with Article XXV hereof.

19-5 At all times, the onus shall be on the Supplier to establish the facts entitling it to rely on this Article and in particular, without prejudice to the generality of the foregoing, that the requirements set out in Paragraphs (i), (ii) and (iii) of Section 19-2 hereof have been satisfied.

19-6 If a Force Majeure event occurs and its effect continues for a period of 90 days, either party may give to the other notice of termination of the contract which shall take effect 14 days after the giving thereof. If, at the end of the 14 - day period, the effect of the force majeure continues, the Contract shall terminate.

ARTICLE-XX DEFAULT AND TERMINATION

20-1 Subject to the provisions of Articles XVI and XIX hereof, in the event:

(a) the Supplier fails to provide the Performance Security in accordance with Article IV hereof; or

(b) the Supplier fails to deliver the Goods or any part thereof within the Time Schedule of Delivery specified in the Contract; or

(c) the Supplier, having delivered part of the Goods, fails or refuses to remedy any defect brought to its notice by the Purchaser; or

(d) the Supplier shall have otherwise defaulted in the performance of any of its obligations under the Contract;

the Purchaser may, by 30 (thirty) days' notice, terminate the Contract. The Contract shall be deemed terminated if the default is not remedied before the expiry of the 30 (thirty) days.

20-2 If the Purchaser fails to pay to the Supplier any amount due to the Supplier within 60 (sixty) days of the request for payment, and such amount or any part thereof is not contested by the Purchaser within 30 (thirty) days of the receipt of the request, the Supplier may, by a written notice of 30 (thirty) days (after the expiry of the initial 60 days period), terminate the Contract. The Contract shall be deemed terminated if the Purchaser fails to remedy the default before the expiry of the 30 (thirty) days notice.

20-3 If the Supplier shall have become voluntarily or involuntarily dissolved, or become bankrupt or insolvent (howsoever such bankruptcy or insolvency may be evidenced) or shall have taken steps to compound with its creditors, or proceedings are commenced for its voluntary or involuntary winding-up, or if the Supplier shall carry on its business under a receiver for the benefit of its creditors or any of them, the Contract shall thereupon be terminated without any notice, court proceedings or other legal procedure of any kind, all of which are hereby expressly waived.

20-4 In the event that the Contract is terminated pursuant to any of the above provisions of this Article or if the Contract is terminated under the provisions of Article 19-6 hereof, the Supplier shall be entitled, insofar as the price of any part of the Goods delivered or Services executed is not covered by payments made prior to the date of termination, to such price at the rates and prices stated in the Contract. Subject to the foregoing, the Supplier shall also be entitled to:

(a) the price of any part of the Goods ordered by the Purchaser, which have been shipped to the Purchaser or of which the Purchaser is legally liable to accept delivery, such Goods becoming the property of the Purchaser upon payment therefore by the Purchaser;

(b) the price of any part of the Goods ordered by the Purchaser which are ready for shipment to the Purchaser, where manufacture and assembly of the same, whether by the Supplier or by a sub-supplier thereof, is complete, provided that such part of the Goods becomes the property of the Purchaser, upon payment therefore by the Purchaser;

Provided that the Supplier shall not be entitled to payment under (a) and (b) above unless and until the Purchaser shall have received such part of the Goods at the final destination and accepted the same.

20-5 Notwithstanding anything contained in this Article or in any of the Contract Documents, if the Contract is terminated as a result of the default of the Supplier, the Purchaser shall be entitled

to purchase all, or any part of the Goods not supplied by the Supplier and obtain any of the Services not executed by the Supplier, from another source as the Purchaser may, in its sole discretion, decide and shall be entitled to deduct from the payments due to the Supplier or claim and recover from the Supplier any cost the Purchaser has incurred over and above the amount of the Contract Price and also to recover, by way of deduction from the amounts due to the Supplier or otherwise, the amount of any damages or loss suffered by the Purchaser as a result of the default of the Supplier in carrying out its obligations.

ARTICLE-XXI NON-WAIVER

21-1 Failure of or delay by either party to exercise any rights or remedies provided for herein or by law or to properly notify the other party in the event of breach, shall not release the other party from any of its obligations under the Contract (including warranties in the case of the Supplier) and shall not be deemed a waiver of any right of that party to insist upon strict performance of the Contract or as a waiver of any rights or remedies which that party may have under the Contract and shall not be deemed as acquiescence in any subsequent default in the performance of the terms and conditions of the Contract.

21-2 The shipping or delivery by the Supplier or receiving or acceptance of or payment by the Purchaser for the Goods or for any designs or drawings therefor shall not be deemed a waiver of any rights in respect of any prior failure by the Supplier to comply with any of the provisions of the contract. No purported oral modifications to the Contract by the Purchaser shall operate as a waiver of any of the terms thereof.

ARTICLE-XXII LANGUAGE - NOTICES

22-1 Any document, order, request or communication to either party shall be in writing in the language or one of the languages specified in the Special Conditions. Should any document be in a language other than the above, certified translation of the same in the language or one of the languages specified in the Special Conditions shall be provided.

22-2 Any notice or request to be given or to be made by any party to the other under the Contract or in connection therewith may be given by telex, facsimile or letter. Such notice or request shall be deemed to have been duly given when it shall be delivered by hand, mail, telex or facsimile to the other party at its address specified in the Contract or any other address as that party may designate by notice to the other.

ARTICLE-XXIII APPLICABLE LAW

The Contract shall be subject to and shall be construed in accordance with the laws for the time being in force in the country of the Purchaser.

ARTICLE-XXIV TAXES

24-1 Any taxes, dues, fees, stamp duties or any other levies in the country of the Supplier or any other place outside the country of the Purchaser shall be borne by the Supplier.

24-2 Any taxes, dues, fees, stamp duties or any other levies in the country of the Purchaser for the importation of the Goods or in relation to any matter relating to the Contract, other than income tax imposed on the personnel of the Supplier providing incidental services required by the Contract, shall be borne by the Purchaser.

ARTICLE-XXV SETTLEMENT OF DISPUTES

Any dispute between the parties to the Contract and any claim by either party against the other arising from the Contract and which could not be settled amicably by the parties within 60 (sixty) days from the date of notice by either party to the other, shall be submitted to [the court of competent jurisdiction in the Purchaser's country/arbitration by an Arbitral Tribunal as provided for in the Special Conditions]*.

(*) State as appropriate.

IV - SPECIAL CONDITIONS OF CONTRACT

1. General

The Special Conditions of Contract herein stated shall supplement the General Conditions of Contract. Wherever there is a conflict, these Special Conditions shall prevail over the General Conditions.

2. Definitions The Purchaser is Ministry of Health

3. Performance Security

The performance security shall be equal to 10% of the total Contract Price and shall be valid for period of 1 year.

4. Inspection and Testing

The inspection and testing required by the Purchaser shall be carried out according to the following procedure:

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5. Delivery and Documents

i) The Supplier shall, upon shipment, notify the Purchaser by cable, telex or facsimile of the full details of the shipment including description and quantity of goods, the liner or vessel, the bill of lading number and date of shipment, port of loading and port of delivery.

ii) The Supplier shall promptly forward the following documents to the Purchaser:

- Original of negotiable, clear, on board bill of lading and a non-negotiable copy of the bill of lading.
- 4 copies of the packing list indicating contents.
- Insurance certificate.
- Inspection and/or testing certificate issued by the authorized inspection agency.
- Certificate of origin.

The document mentioned above shall be received by the Purchaser at least one week prior to the arrival of the Goods.

6. Schedule of Delivery

The delivery of Goods shall be according to the following Schedule of Requirements:

8-12 weeks.

7. Insurance

The comprehensive insurance, referred to under Article X of the General Conditions of Contract shall be equal to 110% of the "CIF/CIP" value of the goods on "all risks" basis, including war risks and strikes.

8. Contract Price

The Contract Price shall not be subject to any revision or adjustment unless explicitly stated herein.

9. Payment of Contract Price

i) The method and terms of payment of the Contract Price to the Supplier shall be as follows: full contract amount after delivery, testing , training, inspection & acceptance and commissioning of goods.

ii) The currency or currencies in which payment is to be made to the Supplier under this Contract shall be in accordance with the Contract Price currency which has been quoted in the Supplier's tender, including other currencies which the Supplier shall have indicated in its bid as required by him, unless otherwise stated herein.

iii) Unless payments are to be made by letter of credit, payments shall be effected by the Purchaser within a period not exceeding 30 days of receiving the Supplier's invoice and other documents required under Section 5 (ii) hereof, except for any advance payment required which shall be made within the aforesaid period against the Supplier's invoice and the bank guarantee provided for in Section 14.3 of the General Conditions.

10. Change Orders and Variations

The change orders and variations referred to under Article XIII of the General Conditions may take any one or more of the following forms:

i) Amendment of design or specifications of certain components which are required to be specially designed or manufactured for the Purchaser.

ii) The method of shipment or packing.

iii) Increase or decrease of quantities limited to 15% of the original quantities of goods specified in the Contract.

iv) Place of delivery.

11. Subcontracting

The Supplier shall notify the Purchaser in writing of any subcontract it intends to conclude for manufacturing or supplying part(s) of the Goods. Such notification, in its original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. The total amount of subcontracts shall not exceed N/A.% of the Contract Price.

12. Packing

The Supplier shall provide packing that shall be sufficient to withstand rough handling during loading, transport or storage. Further specific requirements of packing shall be as follows:

.....

.....

.....

.....

13. Transportation

i) If Goods are required to be supplied on CIF or C&F price basis, transport of the Goods shall be arranged and paid for by the Supplier up to the destination specified in the Contract.

ii) If Goods are required to be supplied on FOB price basis, the Supplier shall arrange and pay for transport of the Goods up to and including loading of the Goods on board the vessel.

iii) Other requirements of transportation of the Goods are as follows:

……

……

……...

14. Spare Parts

The Supplier shall carry sufficient ex-stock supply of consumable (fast- moving) spare parts required for operation for a period of not less than .....Other spare parts shall be supplied as promptly as possible, but in any case within six months of placement of order and establishment of a letter of credit.

15. Incidental Services

The incidental services required under Section 12.1 of the General Conditions are

(i)…….

(ii)……

(iii)……...

16. Change Orders - Variations

The percentage specified for the purpose of Article XIII of the General Conditions is 15% of the quantity of the Goods or an item of the Goods, as the case maybe.

17. Liquidated Damages

The liquidated damages payable under Article XVII of the General Conditions shall be Kenya Shillings Five Hundred Thousand for each week of delay.

18. Warranty Period

The warranty period under Section 18.2 of the General Conditions shall be Two (2) Years.

19. Language(s) of the Contract

The **English language** is designated for the purpose of Section 22.1 of the General Conditions. In case the Contract is made in more than one language and in case of divergence between the texts in different languages, the text in the **English** language shall prevail.

20. Notices

The following addresses are designated for the purpose of Section 22.2 of the General Conditions.

For the Purchaser:

Mailing Address:

The Principal Secretary,
Ministry of Health,
Afya House Building, Cathedral Road,
P.O. Box 30016-00100,
NAIROBI.
Email: procurement@health.go.ke

For the Supplier:

Mailing Address:

……..
……..
……..
……..
Telex:……
Fax:……...
E-mail:……..

21. Settlement of Disputes

The formation of the Arbitral Tribunal and the rules relating to arbitration for settlement of disputes pursuant to Article XXV of the General Conditions shall be in accordance with the following:

Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya.

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.

V- TECHNICAL SPECIFICATIONS*

lf required, text of Technical Specifications to be inserted in the Tender Documents by the Purchaser are as follows:

List of Items in this Lot Include:

NO	Item Description	QTY	UOM
1	Suction machine	25	Pcs
2	Oxygen Concentrator Portable	12	Pcs
3	Pulse oximeter, Portable	28	Pcs
4	Infrared thermometers	20	Pcs
5	Resuscitation/Emergency tray	10	Pcs
6	Patient-ventilator HFNC (Non-invasive) with accessories	5	Pcs
7	Patient monitor (with ECG, NIBP, TEMP, RR, SpO_2) with sensors and cables	4	Pcs
8	ICU Bed with flexible mattress, ABS electric	3	Pcs
9	ICU Bed Side lockers	4	Pcs
10	Infusion pump (electronic drop counter)	3	Pcs
11	Laryngoscope with blades, Adult	5	Pcs
12	Laryngoscope with blades, Pediatric	5	Pcs
13	Defibrillator	3	Pcs
14	Syringe Pump	3	Pcs
15	Ripple Mattress	5	Pcs
16	Blood gas Analyzer, portable with cartridges and control solutions	2	Pcs
17	ECG Monitor 12 Leads	3	Pcs
18	Oxygen flow meters with Humidifiers	28	Pcs
19	Oxygen regulators	28	Pcs
20	Manual resuscitation bag Adult/pediatrics	34	Pcs
21	Portable examination lamps	13	Pcs
22	Autoclave 100 liters	12	Pcs

NB: This tender is in One LOT and Bidders are required to quote 100% of all the items in this LOT failure to which they will be disqualified as having partially quoted.

DETAILED TECHNICAL SPECIFICATIONS AND STANDARDS

LOT 1-1-Suction Machine- Electrical

Department	OPD	Room Name/No.	N/A
Item Code No.	BADEA-01	Item Description	Suction Machine- Electrical

1. General Description Suction machine suitable for use in theatre, for both adult and pediatric use. Should be constructed from coated non-corrosive, extreme heat resistance material and electrically insulated and mobile on antistatic castors φ 60 mm, 2 No. lockable, with high level push handle.		
2. Composition		
2.1	Main unit	
3. Performance Specifications		
3.1	Main Unit	
3.1.1	High flow rate	50-60 litres per minute.
3.1.2	Suction vacuum	Maximum 700mmHg
3.1.3	Suction pump	Rotary aspiration- oil free
3.1.4	Jars	2 X 2 litre polycarbonate autoclavable and unbreakable complete with overflow devices and valves.
3.1.5	Vacuum gauge	Graduated in mmHg and kPa.
3.1.6	Vacuum control	Adjustable at the front panel
3.1.7	Switch	Main on front panel and foot switch (water proof type)
3.1.8	Cable towage	On back with reversible cleats
3.1.9	Anti bacterial filters	Available preferable autoclavable
3.1.10	Suction tubing connection	Antistatic neoprene or silicone
3.1.11	Safety	Overflow pump protection
3.1.12	Handle	High level push handle type
3.1.13	Movements	Mobile on four antistatic castors φ 60 mm, 2 No. lockable.
4	Physical characteristics	
4.1	Main unit	Mobile on castors with push handle
4.2	Dimensions	About 34 X 34 X30 cm
5	Operating environment	
5.1	Power Requirements	240V, A/c 50 Hz, Single phase, 3 Pin Plug BS standard, 3m long cord with PE
5.2	Ambient temperature	10^{o} C to 40^{o} C
5.3	Relative humidity	40% to 90%
6	Accessories	
6.1	Sterilizable, silicone tubing	5 Set
6.2	Bacterial filters	1 Box
6.3	Foot switch	1 No.
6.4	Cannula with handle for general purpose	4 Sets
7	Spare parts	
	Bacterial filters	2 Sets
9	Quality standards	

9.2	Manufacturing standards	EN 10079-1, IEC 60601-1, ISO 9001 or any other internationally recognized standards
	Conformity to standards	CE marked or any other internationally recognized documents
10	Local back up service	
10.1	Available	Should be available locally
10.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, and qualified and skilled technical staff
11	Delivery point	
11.1	JHC	For inspection and testing
11.2	Nil	
12	Pre installation requirements	
	Nil	
13	Installation and testing	
	Complete installation and set up of the machine as per manufacturer's instructions	
14	Training	
14.1	User Training	On site user training on operation and daily up keep
14.2	Maintenance training	On site maintenance training on preventive maintenance
15	Technical documentations	
15.1	User manuals	2 Sets
15.2	Service Manual	1 Set
15.3	Drawings	Nil
16	Commissioning	
16.1	Testing and commissioning of the machine to the satisfaction of the user.	
17	Warranty	
17.1	Equipment	Minimum of one year after commissioning on all parts.
17.2	Equipment System	Nil

LOT 1-2 Oxygen concentrator

Item Code No.	BADEA-02	Item Description	Oxygen concentrator
Department	OPD	Room Name/No.	N/A

1. General Description		
Oxygen concentrator capable of extracting medical grade oxygen from atmospheric air using PSA system. The unit should be mobile on castors and capable of supplying oxygen to two patients at a time. It should incorporate oxygen monitor facility complete with patient tubings,		
2. Composition		
2.1	Main Unit	
3. Performance Specifications		
3.1	Main Unit	Model in current production
3.1.1	Type	Dual flow with separate flow meter
3.1.2	Purity	Medical grade oxygen at minimum 95% Dry and Oil free Oxygen at rated flow rate Purity to be constant and all flow rates
3.1.3	Flow rate	10 lpm

3.1.4	Safety	Shutdown with power failure, high or low oxygen purity
3.1.5	Oxygen purity monitor	To be provided
3.1.6	Humidifier	To be provided
3.1.7	Patient tubing	To be provided
4	Physical characteristics	
4.1	Main unit	Mobile on four castors, 2 with brakes.
	Dimensions	800mm H X 50mcm W X 400mm D
5	Quality standards	
5.1	Manufacturing standards	ISO 80601-2-69:2020 Medical electrical equipment — Part 2-69: Particular requirements for the basic safety and essential performance of oxygen concentrator equipment or any other equal and equivalent internationally recognized standards
	Conformity to standards	CE marked or any other internationally recognized documents
6	Local back up service	
6.1	Available	Should be available locally
6.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, and qualified and skilled technical staff
7	Delivery point	
7.1	See Schedule	For inspection and testing
8	Installation and testing	
	Complete installation and set-up of the machine as per manufacturer's instructions	
9	Training	
9.1	User Training	On site user training on operation and daily up keep
9.2	Maintenance training	On-site maintenance training on preventive maintenance
10	Technical documentations	
10.1	User manuals	2 Sets
10.2	Service Manual	1 Set
10.3	Drawings	Nil
11	Commissioning	
11.1	Testing and commissioning of the machine to the satisfaction of the user.	
12	Warranty	
12.1	Equipment	Minimum of one year after commissioning on all parts.
12.2	Equipment System	Nil

Lot 1-3 Pulse Oximeter, Portable

Department		Room Name/No.	
Item Code No.	BADEA-03	Item Description	Pulse Oximeter, Portable
1. General Description Portable Pulse Oximeter for use in emergency wards. Should be capable of continuous measuring/ monitoring of SpO_2 and pulse rate in adults, neonatal and pediatric.			
2. Composition 2.1 Main unit			
3. Performance Specifications			

3.1	Main Unit	Portable type
3.1.1	The unit should be a model or type on current production and capable of measuring/monitoring SpO_2 and pulse rate	
3.1.2	SpO_2,	0 - 100%
3.1.3	Accuracy	70-80% ± 3 digits, 80- 100%± 2 digits
3.1.4	Pulse Rate	30-300 bpm ±
3.1.5	Accuracy	± 1 pulse per minute
3.1.5	Alarm	High and low limit of SpO_2 and Pulse rate
3.1.6	Battery	Built in rechargeable battery about 4 hours operation
4	Operating environment	
4.1	Power Requirements	240V, A/c 50 Hz, Single phase, 3 Pin Plug, 3m long cord BS type with PE
5	Accessories	
5.1	Reusable probe for adult	2 pcs
5.2	Reusable probe for Peads	2 pcs
5.3	Reusable probe for neonate	2 pcs
6	Quality standards	
6.1	Manufacturing standards	ISO 80601-2-61:2017 Medical electrical equipment — Part 2-61: Particular requirements for basic safety and essential performance of pulse oximeter equipment or any other equal and equivalent internationally recognized standards
6.2	Conformity to standards	CE marked/ FDA approved or any other internationally recognized documents

LOT 1-4 -Infra-red -Clinical thermometer

Department	COVID -19	Room Name/No.	
Item Code No.	BADEA-04	Item Description	Infra-red -Clinical thermometer
1. General Description Clinical thermometer, infra-red handheld type for measuring body temperature on the forehead.			
2. Composition			
2.1	Main unit		
3. Physical Specifications			
3.1	Main Unit		
3.1.1	Main frame material	Rigid plastic, hand held type with battery housing and display	
	Temperature range and accuracy	30°C to 50°C, ± 0.1°C with Ambient drift compensation at target distance of 1m	
	NETD	Less than 60mK @25°C (Noise Equivalent Temperature Difference)	

3.1.2	Temperature distances	One meter safe detection distance without loss of accuracy
	Storage	Memory for storage of readings, Minimum 32GB on TF card
3.1.3	Battery	Rechargeable batteries
	Alarms	Audio and Visual Alarms for elevated skin temperature, Power failure, low battery, System failure, self-diagnostic all other monitored parameters. To include mute function
3.1.4	Protection	IP 66 enclosure for both indoor and outdoor application
	Accessories	
	Charger unit with adaptor,	1 pc., 240 V a.c , 3 pin BS top plug
4	Quality Standards	
4.1	Manufacturing standards	ISO 80601-2-56:2017 Medical electrical equipment — Part 2-56: Particular requirements for basic safety and essential performance of clinical thermometers for body temperature measurement or equal and equivalent internationally recognized standard
4.2	Conformity to standards	CE marked or any other internationally recognized documents
5	Delivery point	
5.1	See schedule	Delivery point
6	Warranty	
6.1	Equipment	Minimum of one year after delivery
6.2	Equipment System	Nil

LOT 1-5 Emergency Cart

Item Code No.	BADEA-05	Item Description	Emergency Cart
Department	COVID -19	Room Name/No.	ICU

1. General Description

Resuscitation trolley

2. Composition

2.1 Main unit, mobile type, with oxygen cylinder

2.2 Oxygen cylinder

2.3 Demand valve

2.4 Oxygen flow meter with humidifier

3. Performance Specifications

3.1	Main Unit	Mobile type with one detachable oxygen cylinders
	Material	ABS plastic or similar non corrosive Power coated steel for main frame
3.1.1	Function	Resuscitation, Aspiration, and Oxygen inhalation

3.1.2	Drawers	6 drawers (Different sizes S,M,L) with single key lock system
3.1.2	Shelve	Slide out type 1No.
3.1.3	Push handle	Provided
3.1.4	IV pole	Provided, stainless steel with adjustable height
3.1.5	Instrument tray	Provided, Stainless steel
3.1.6	Defibrillator Shelf	Provided, Foldable type, ABS plastic
3.1.7	Sharp container	Provided
3.1.8	Oxygen regulator	Provided, BS type,
3.1.9	Castors	Provided, heavy duty, Ø 120mm, with brakes
3.2	Accessories	
3.2.1	Aspirator with catheter	1 set to be provided
3.2.2	Oxygen face mask with tubing	Adults 3 pcs, Pead 3 pcs, Neonates, 3 pcs
3.2.3	Air way	3 types to be provided
3.2.4	Oxygen Cylinder	About 500 litres gas capacity at STP , Bullnose connection BS type, complete with cylinder holder
3.2.5	Demand valve for adults and infant	Combined type for both adult and infant
3.2.6	Oxygen flow meter and humidifier	To be provided
3.3	Approximate physical size	1300 H X 900 W X540 L mm
4	Quality standards	
4.1	Manufacturing standards	ISO 13485 or any other internationally recognized standards
	Conformity to standards	CE marked or any other internationally recognized documents
5	Delivery point	
5.1	See Schedule	For inspection, installation and testing
5.2	Nil	

LOT 1-6-Patient Ventilator – non-invasive type-HFNC

Department	COVID -19	Room Name/No.	ICU
Item Code No.	BADEA-06	Item Description	Patient Ventilator – non-invasive type-HFNC
1. General Description Patient ventilator for patients with severe and critical respiratory distress/hypoxemia (ARDS), model on current production. Non-invasive High Flow Nasal Cannula Type (HFNC) type. For use in adult, pediatrics, and neonates. Suitable for use in infectious environment such as COVID-19. Mounted on mobile stand with four Ø 100mm casters. Complete with accessories.			
2. Composition 2.1 Main unit Accessories			
3. Performance Specifications			

3.1	Main Unit	
3.1.1	Ventilation Application	High flow nasal cannula type Non – Invasive type Adult, Pediatric and Neonates Suitable for use in infectious environment such as COVID-19
3.1.2	Ventilation modes	CPAP
3.1.3	Respiration rate	Up to 60 bpm
3.1.4	CPAP	Up to 20 cm H_2O
3.1.5	Flow rate	5 - 70 lpm, adjustable, accuracy ±2lpm
3.1.6	FiO2	21% to 100%
3.2.	Pulse oximeter (SPO_2)	Integrated or separate complete with reusable sensors
3.3	Humidification chamber	1 Pc, Removable
3.3.1	Humidification range	Up to 100% adjustable, accuracy ±2%
3.4	Heated Breathing circuit with adjustable temperature range	1 Pc , Removable; Temperature range 35^{o}C to 40^{o}C adjustable, accuracy ± 1^{o}C
3.5	Monitoring parameter Safety pressure relief	Oxygen concentration, humidity, SPO_2, flow rate To be provided
3.6	Alarms	Audio and Visual; FiO2, Temperature, Gas disconnect, Respiratory rate, and Power failure , High/low Airway pressure
3.7	System alarm	Audio and Visual; Power failure, gas disconnection, low battery, vent inoperative, self-diagnostic, over heating
3.8	Display	Colour LED/LCD touch screen technology, Display of temperature, flow rate, Oxygen concentration, system errors, low battery
3.9	Gas source	Air and Oxygen wall type, 4 bar, with BS Terminal units
3.10	Oxygen input	Inlet O2 pressure range 35 psi to 65 psi. Provision for piped oxygen connection complete with oxygen pipe 1.5 m and wall probe BS type. Provision for portable oxygen cylinder complete with regulator, bull nose type and tubing.
3.11	Medical Air (MA) input	Inlet Medial Air (MA) pressure range 35 psi to 65 psi. Provision for piped Medical Air connection complete with Medical Air piping 1.5 m and wall probe BS type. Provision for portable Medical Air cylinder complete with regulator, bull nose type and tubing.

4.0	**Accessories**	
4.1	Trolley Cart	Mobile on four castors Ø100mm, two with brakes.
4.2	Tubing support arm for Consumables	1 pc
4.3	Patient delivery tube/circuit, heated type	10 No.
4.4	Humidifying chamber or equivalent	10 No.
4.5	Cannulas for high flow Adult	20 No.
4.6	Cannulas for high flow paediatric	10 No.
4.7	Cannulas for high flow, neonatal	5 No.
4.8	Set of filters	10 pieces for each type of filter
4.9	Automatic Voltage Regulator (AVR)	To be provided
5	Physical characteristics	
5.1	Main unit	Mounted on mobile cart
6	Operating environment	
6.1	Power Requirements	240V, A/c 50 Hz, Single phase, 3 pin BS top plug
6.2	Ambient temperature	10^{o} C to 40^{o} C
6.3	Relative humidity	40% to 90%
7	Quality standards	
7.1	Manufacturing standards	ISO 80601-2-90:2021 Medical electrical equipment — Part 2-90: Particular requirements for basic safety and essential performance of respiratory high-flow therapy equipment or equal and equivalent internationally recognized standards
7.2	Conformity to standards	CE or any other internationally recognized documents
8	Local back up service	
8.1	Available	Should be available locally
8.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, and qualified and skilled technical staff
9	Delivery point	
9.1	See Schedule	For inspection, testing and installation
10	Installation and testing	
	Complete installation and set-up of the machine as per manufacturer's instructions	
11	Training	
11.1	User Training	On site user training on operation and daily up keep
11.2	Maintenance training	On-site maintenance training on preventive maintenance
12	Technical documentations	
12.1	User manuals	2 Sets
12.2	Service Manual	1 Set
12.3	Drawings	Nil
13	Commissioning	

13.1	Testing and commissioning of the machine to the satisfaction of the user.	
14	Warranty	
14.1	Equipment	Minimum of one year after commissioning on all parts.
14.2	Equipment System	Nil

LOT 1-7 Patient Monitor

Department	COVID-19	Room Name/No.	ICU
Item Code No.	BADEA-07	Item Description	Patient Monitor

1. General Description

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

- ECG
- SpO_2
- NIBP
- RESP
- TEMP

The monitor shall be mounted on a mobile cart.

2. Composition

2.1	Main unit	

3. Performance Specifications

3.1	Main Unit	
3.1.1	The unit should be a model or type on current production capable of measuring/monitoring the following parameters	
3.2	ECG monitoring	
3.2.1	Lead	3 Leads, 5 Leads, and Auto configuration
3.2.2	Lead selection	3- Lead: I,II,III 5- Lead I,II,III, aVR,aVL, aVF, V
3.2.3	Synchronization analysis	Provided
3.2.4	Sweep Speed	6.25 mm/s to 50 mm/s adjustable
3.2.5	Heart Rate	15 to 300 bpm accuracy ± 10%
3.2.6	ECG cable	Provided, 1 No.
3.2.7	CMRR	Provided
3.2.8	Arrhythmia Analysis	Provided
3.2.9	Pacemaker Detection	Provided
3.2.10	Accessories	ECG connection lead 2 sets Electrodes :1 Box, Jel: 2 containers,
3.3	SPO_2	
3.3.1	Measurement range	0 to 100%
3.3.2	Accuracy	± 1%
3.3.4	Heart Rate	20 to 350 (for adult and Peads) , bpm accuracy ±1 bpm
3.3.5	Accessories	SPO_2 connection cable 2 No. SPO_2 Sensors; Adult 2 No. Reusable, Finger Pediatric 2 No. Reusable, Finger

		Neonatal 2 No. Reusable
3.4	NIBP	
3.4.1	Method/Technology	Automatic oscillometric or equal and equivalent technology
3.4.2	Mode	Manual/Auto/continuous
3.4.3	Measuring units	mmHg/kPa
3.4.4	Pressure types	Systolic. Diastolic, Mean
3.4.5	Systolic Range	Adult: 40 to 280 mmHg Pead : 40 to 200 mm Hg
3.5.6	Diastolic Range	Adult: 10 to 215 mmHg Pead: 10 to 150 mm Hg
3.4.7	Over pressure protection	Provided, to include Audio and Visual Alarm
3.4.8	Accuracy	± 2bpm
3.4.9	Accessories	BP Cuff, Adult, Large 2 No. BP Cuff, Adult, Medium, 2 No. BP cuff, Pead 2 No.
3.5	RESP	
3.5.1	Method	Sidestream
3.5.2	Measurement Range	0 to 190 mm Hg, (at 760 mm Hg)
3.5.3	Accuracy	± 2mmHg
3.5.4	Capnography waveform	To be provided, including respiratory rate
3.5.5	Accessory	Nasal prongs, pick up electrodes and other necessary accessories to be provided, 10 Set each
3.6	TEMP	
3.6.1	Method	RTD technology or better
3.6.2	Measurement Range	30^{o}C to 50^{o}C,
3.6.3	Accuracy	± 0.1^{o}C
3.6.4	Accessories	Temperature connection cable and probe, reusable 5 sets
3.7	Display	TFT/LED Minimum screen size 12.1 ", touch screen
3.7.1	Resolution	Minimum HD 1080p, 10 channels
3.8	Safety requirements	
3.8.1	Alarm function	Audible and Visual, adjustable screen light and sound
3.8.2	Safety	Self check: audible and visual alarm
3.8.3	Lead fault	Audible and visual alarm
3.8.4	Paddle fault	Audible and visual alarm
3.8.5	ECG cable fault	Audible and visual alarm
3.8.6	Heart rate alarms	Audible and visual alarm
3.8.7	Low Battery	Audible and visual alarm
3.8.8	Power Failure	Audible and visual alarm
3.9	Recorder	Inbuilt, thermal array type or equivalent, Min. 3 Channels
3.9.1	Paper Speed	Two speed selectable, 6.25 mm/sec to 50 mm/sec approximately
3.9.2	Accessories	Thermal head cleaner pin 1 No. Grounding Lead 1 No. ECG Recording papers: 10 rolls

3.10	Storage	Capable of storing patient data.
3.10.1	Internal Memory	250 GB
3.10.2	Extended Memory	SD memory card 64GB
3.10.1	Interface	Capable of transferring stored data to a PC for viewing, analysis or printing. USB, RJ 45, DICOM 3 compatible, Port for external printer,
3.11	Recorder	Inbuilt, thermal array or equivalent Two speed, selectable Port for external printer
3.12	Input	In built with provision for connection of external Keyboard.
4	Physical characteristics	
4.1	Main unit	
4.2	Dimensions	Portable with a recharge dock or equivalent recharging unit and mounted on a mobile cart. The cart shall have four castors Ø100 mm with brakes. It shall be constructed from robust anti-rust material.
5	Operating environment	
5.1	Power Requirements	240V, A/c 50 Hz, Single phase, 3 Pin Plug, 3m long cord BS type with PE
5.2	Back up supply	Internal rechargeable batteries (SLA), to last at least three hours
5.3	Ambient temperature	10^{o} C to 40^{o} C
5.4	Relative humidity	40% to 90%
6	Spare parts/ Consumables	
6.1	Fuses	1 Set
6.2	Battery pack	1 Set
7	Quality standards	
7.1	Manufacturing standards	IEC 80601-2-49:2018 Medical electrical equipment — Part 2-49: Particular requirements for the basic safety and essential performance of multifunction patient monitoring equipment ISO 13485:2016: Medical devices — Quality management systems — Requirements for regulatory purposes ISO 9001
7.2	Conformity to standards	CE marked/ FDA approved or any other equal and equivalent internationally recognized documents
8	Local back up service	
8.1	Available	Should be available locally
8.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, consumables and qualified and skilled technical staff
9	Delivery point	
9.1	See Schedule	For inspection and testing

9.2	Nil	
10	Pre installation requirements Nil	
11	Installation and testing Complete installation and set up of the machine as per manufacturer's instructions	
12	Training	
12.1	User Training	On site user training on operation and daily up keep
12.2	Maintenance training	On site maintenance training on preventive maintenance
13	Technical documentations	
13.1	User manuals	2 Sets
13.2	Service Manual	1 Set
13.3	Drawings	Nil
14	Commissioning	
14.1	Testing and commissioning of the machine to the satisfaction of the user.	
15	Warranty	
15.1	Equipment	Minimum of one year after commissioning on all parts.
15.2	Equipment System	Nil

LOT 1-8- ICU Bed with mattresses

Department	COVID-19	Room Name/No.	ICU
Item Code No.	BADEA-08	Item Description	ICU Bed with mattresses

1. General Description Electrical operated ICU bed complete with adjustable backrest, knee rest, trendelenberg/ reverse trendelenberg, and water proof mattress		
2. Composition		
2.1	Main unit	
3. Physical Specifications		
3.1	Main Unit	
3.1.1	Type	Electrical ICU bed with back up batteries
3.1.2	Material of main unit	Mild steel epoxy coated, antistatic
3.1.3	Movement	Backrest, Knee rest, trendelenberg, reverse trendelenberg, fowler and vascular position, cardiac chair position, and shock position, all electric operated
3.1.4	Height	Adjustable, electric operated
3.1.5	Back rest	Retracting, X-Ray translucent and cassette carrier
3.1.6	Leg section	Retracting
3.1.7	Head rest/ knee rest	Removable
3.1.8	Side rails	Drop down type
3.1.9	Mattress	Provided, high density covered with leather imitation material or Vitapruf
3.1.10	IV pole	Provided, stainless steel and adjustable
3.1.11	Castors	Four antistatic castors Ø 150 mm with central locking position and bidirectional locks
3.1.12	Control	Microprocessor based, with patient hand held control, and Nurse control panel Programmable positions buttons for ease of adjusting patient positions
3.1.13	Power	240 V, 50Hz single phase with back up sealed battery

3.1.14	Overall Dimensions (mm)	2100 L X 980 W X 380- 800H
3.1.15	Weight to handle	200 kg
4	Quality Standards	
4.1	Manufacturing standards	ISO 9001 and 60601 or any other internationally recognized standards
4.2	Conformity to standards	CE marked or any other internationally recognized documents, IP X4 electrical protection standard
5	Delivery point	
5.1	See Schedule	Delivery point
6	Warranty	
6.1	Equipment	Minimum of one year after delivery
6.2	Equipment System	Nil

LOT 1-9- Bedside cabinet trolley

Item Code No.	BADEA- 09	Item Description	**Bedside cabinet trolley**
Department	COVID -19	Room Name/No.	ICU

1. General Description

Hospital Bedside Cabinet trolley locker, with drawer , cabinet and hidden pull out tray suitable for ICU. Construct from robust plastic (ABS) on four castors φ 30mm, lockable. Easily cleaned and disinfected

2. Composition		
2.1	Main unit	
3. Physical Specifications		
3.1	Main Unit	
3.1.1	Top	Plastic robust (ABS)
3.1.2	Drawer	1 No.
3.1.3	Cabinet	1 No.
3.1.4	Tray	1 No. Pull out type
3.1.5	Towel Holder	2 No. provided on the sides
3.1.6	Cleaning	Easily cleaned and disinfected
3.1.7	Castors	3” castors with brakes
3.1.8	Dimensions	480 (W) X 470 (L) X 750 (H) mm
4	Quality Standards	
4.1	Manufacturing standards	ISO 9001 or any other internationally recognized standards
4.2	Conformity to standards	CE marked or any other internationally recognized documents

LOT 1-10- Infusion pump

Department	COVID -19	Room Name/No.	ICU
Item Code No.	BADEA-10	Item Description	**Infusion pump**

1. General Description

Infusion pump suitable for delivery of fluids (nutrients and medication) into patient's body in a controlled amount. The unit shall be for bedside use and mounted on a mobile stand with Ø 60 mm four castor		
2. Composition		
2.1	Main unit	
3. Performance Specifications		
3.1	Main Unit	
3.1.1	Type	Singe channel infusion pump
3.1.2	Technology	Microprocessor control with LED/DOT matrix display of parameter Enteral pump, peristaltic driven.
3.1.3	Monitoring	Continuous monitoring of delivery system with drop sensor, photo electric detection system
3.1.4	Compatibility	Open system, compatible with any standard IV set
3.1.5	Infusion rate range	0l/h to 2.0 l/h with user programmable rates of volume and time
3.1.6	Infusion delivery	User programmable volume and time Automatic bolus Continuous
3.1.7	Accuracy	± 3%
3.1.8	Monitoring	Continuous monitoring of delivery system
3.1.9	Safety features	
3.1.9.1	Anti- Bolus	Provided
3.1.9.2	Secure door lock system	Provided
3.1.9.3	Bubble detection	Provided
3.1.10	Display parameters	Start/stop, flow rate, volume, time and errors
3.1.11	Alarms (Audio and Visible)	Air blockage, bubble detection, installation errors, battery low, safe door lock
3.1.12	Backup power	Inbuilt for at least 8 hours operation, rechargeable or Alkaline battery
3.2	Accessories	Spare battery pack Standard IV giving set 50 sets start up, assorted.
4	Physical characteristics	
4.1	Main unit	
4.2	Dimensions	Mounted on a mobile stand with four castors Ø 60, with brakes. Constructed from non-corrosive durable material
5	Operating environment	
5.1	Power Requirements	240V, A/c 50 Hz, Single phase
5.2	Ambient temperature	10 5^{o} C to 40^{o} C
5.3	Relative humidity	20% to 90%

6	Quality standards	
6.1	Manufacturing standards	EN 60601-2-24:2015 Medical electrical equipment - Part 2-24: Particular requirements for the basic safety and essential performance of infusion pumps and controllers or any other equal and equivalent internationally recognized standards
	Conformity to standards	CE marked or any other internationally recognized documents
7	Local back up service	
7.1	Available	Should be available locally
7.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, and qualified and skilled technical staff
8	Delivery point	
8.1	See Schedule	For inspection, testing and installation
9	Installation and testing	
	Complete installation and set up of the machine as per manufacturer's instructions	
10	Training	
10.1	User Training	On site user training on operation and daily up keep
10.2	Maintenance training	On site maintenance training on preventive maintenance
11	Technical documentations	
11.1	User manuals	2 Sets
11.2	Service Manual	1 Set
11.3	Drawings	Nil
12	Commissioning	
12.1	Testing and commissioning of the machine to the satisfaction of the user.	
13	Warranty	
13.1	Equipment	Minimum of one year after commissioning on all parts.
13.2	Equipment System	Nil

LOT 1-11- Laryngoscope with blade, adult

Department	COVID-19	Room Name/No.	ICU
Item Code No.	BADEA-11	Item Description	**Laryngoscope with blade, adult**
1. General Description Laryngoscope with blade for adult			
2. Composition 2.1 Main unit Handle with battery Blade Casing			
3. Performance Specifications			

3.1	Main Unit	
3.1.1	Material	All stainless steel
3.1.2	Handle with battery	Stainless steel
3.1.3	Blade	Mackintosh type, adult
3.1.4	Blade size	3 Sizes: 100mm, 110-135mm, 135-155mm
3.1.5	Power requirements	Dry cell battery, to be provided
3.1.6	Casing	Provided
4	Spare	
4.1	Spare bulb	2 pcs
5	Quality standards	
5.1	Manufacturing standards	ISO 9001 or any other internationally recognized standards
5.2	Conformity to standards	CE marked or any other internationally recognized documents

LOT 1-12-Laryngoscope with blade, Paed

Department	COVID-19	Room Name/No.	ICU
Item Code No.	BADEA-12	Item Description	**Laryngoscope with blade, Paed**

1. General Description Laryngoscope with blade for Pead		
2. Composition		
2.1	Main unit Handle with battery Blade Casing	
3. Performance Specifications		
3.1	Main Unit	
3.1.1	Material	All stainless steel
3.1.2	Handle with battery	Stainless steel
3.1.3	Blade	Mackintosh type, Pead
3.1.4	Blade size	3 Sizes: Pead
3.1.5	Power requirements	Dry cell battery, to be provided
3.1.6	Casing	Provided
4	Spare	
4.1	Spare bulb	2 pcs
5	Quality standards	
5.1	Manufacturing standards	ISO 9001 or any other internationally recognized standards
5.2	Conformity to standards	CE marked or any other internationally recognized documents

LOT 1-13- Defibrillator

Department	COVID-19	Room Name/No.	Renal

Item Code No.	BADEA-13	Item Description	Defibrillator

1. General Description

Defibrillator suitable for cardiac care complete with AED, ECG monitoring, RESP, SPO_2 and NIBP monitoring, Mounted on a mobile cart

2. Composition

2.1	Main unit	1 No.
2.2	Mobile cart	1 No.

3. Performance Specifications

3.0	Main Unit	
3.1	Design	Designed for external defibrillation, Compact, rugged and portable, mounted on a mobile stand
3.2	Defibrillator Mode	
3.2.1	Type	Manual, Automatic External defibrillation (AED), and Synchronous modes
3.2.2	Technology	Biphasic waveform or equal and equivalent technology suitable for external defibrillation, Non invasive pacing
3.2.3	Maximum Energy Level	Up to 200J, adjustable depending on selected mode
3.2.4	Charging time	Less than 5 Seconds to Maximum energy level
3.2.5	Manual mode	
3.2.5.1	External defibrillation Energy	1J to 200J in at least 20 steps complete with synchronous cardioversion
3.2.6	AED Mode	
3.2.6.1	External Defibrillation Energy	50J to 200J, Adjustable
3.2.7	Noninvasive Pacing	
3.2.7.1	Waveform	Monophasic Square Pulse wave or equal and equivalent
	Pulse width	Adjustable
3.2.8	Defibrillator paddle	External, Multifunctional Electrodes, Support charging, discharging and energy selection.
3.2.8.1	Adult, reusable	1 Unit,
3.2.8.2	Peadiatric, reusable	1 Unit
3.3	ECG monitoring	
3.3.1	Lead	3 Leads, 5 Leads, and Auto configuration
3.3.2	Lead selection	3- Lead: I,II,III 5- Lead I,II,III, aVR,aVL, aVF, V
3.3.3	Synchronization analysis	Provided
3.3.3.1	Sweep Speed	6.25 mm/s to 50 mm/s adjustable
3.3.4	Heart Rate	15 to 300 bpm accuracy ± 10%
3.3.5	ECG cable	Provided, 1 No.
3.3.6	CMRR	Provided
3.3.7	Arrhythmia Analysis	Provided
3.3.8	Pacemaker Detection	Provided
3.3.9	Accessories	Electrodes :1 Box, Jel: 2 containers, Recording paper 10 rolls

3.4	SPO_2	
3.4.1	Measurement range	0 to 100%
3.4.2	Accuracy	± 1%
3.4.3	Heart Rate	20 to 350 (for adult and Peads) , bpm accuracy ±1 bpm
3.4.4	SPO_2 Sensors	
3.4.4.1	Adult	2 No. Reusable
3.4.4.2	Pediatric	2 No. Reusable
3.4.4.3	Neonatal	2 No. Reusable
3.5	NIBP	
3.5.1	Method/Technology	Automatic oscillometric or equal and equivalent technology
3.5.2	Mode Measuring units	Manual/Auto/continuous mmHg/kPa
3.5.3	Pressure types	Systolic. Diastolic, Mean
3.5.4	Systolic Range	Adult: 40 to 280 mmHg Pead : 40 to 200 mm Hg
3.5.5	Diastolic Range	Adult: 10 to 215 mmHg Pead: 10 to 150 mm Hg
3.5.6	Over pressure protection	Provided, to include Audio and Visual Alarm
3.5.7	Accuracy	± 2bpm
3.5.8	BP cuff, Adult	2 No.
3.5.9	BP Cuff, Pead	2 No.
3.6	RESP	
3.6.1	Method	Sidestream
3.6.2	Measurement Range	0 to 190 mm Hg, (at 760 mm Hg)
3.6.3	Accuracy	± 2mmHg
3.6.4	Capnography waveform	To be provided, including respiratory rate
3.6.5	Accessory	Nasal prongs and other necessary accessories to be provided, 10 Set
3.7.	Display	TFT/LED screen 7 ”
3.7.1	Resolution	800 X480 pixels, 4 waveforms
3.7.2	Alarm function	Audible and Visual
3.7.3	Safety	Self check: audible and visual alarm
3.7.4	Lead fault	Audible and visual alarm
3.7.5	Paddle fault	Audible and visual alarm
3.7.6	ECG cable fault	Audible and visual alarm
3.7.7	Heart rate alarms	Audible and visual alarm
3.7.8	Low Battery	Audible and visual alarm
3.7.9	Power Failure	Audible and visual alarm
3.7.10	Recorder	Inbuilt, thermal array type or equivalent, Min. 3 Channels
3.7.11	Paper Speed	Adjustable, 6.25 mm/sec to 50 mm/sec approximately
3.7.12	Storage	Internal Memory 250 GB, External SD memory card 64GB
3.8	Interface	USB, RJ 45, DICOM compatible, External printer

4	Physical characteristics	
4.1	Main unit	Portable, Mounted on a mobile cart with four castors Ø 60 mm, with brakes
4.2	Dimensions	
5	Operating environment	
5.1	Power Requirements	240V, A/c 50 Hz, Single phase, 3 Pin Plug (BS), 3m long cord with PE
5.2	Back up supply	Internal rechargeable batteries (SLA), to last at least five hours
5.3	Ambient temperature	10^{o} C to 40^{o} C
5.4	Relative humidity	40% to 90%
6	Accessories/ Spare parts/ Consumables	
6.1	As above	
7	Quality standards	
7.1	Manufacturing standards	IEC 60601-2-4:2010: Medical electrical equipment - Part 2-4: Particular requirements for the basic safety and essential performance of cardiac defibrillators, ISO 13485:2016: Medical devices — Quality management systems — Requirements for regulatory purposes ISO 9001
7.2	Conformity to standards	CE marked or any other equal and equivalent internationally recognized documents
8	Local back up service	
8.1	Available	Should be available locally
8.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, and qualified and skilled technical staff
9	Delivery point	
9.1	See Schedule	For inspection and testing
9.2	Nil	
10	Pre installation requirements Nil	
11	Installation and testing Complete installation and set up of the machine as per manufacturer's instructions	
12	Training	
12.1	User Training	On site user training on operation and daily up keep
12.2	Maintenance training	On site maintenance training on preventive maintenance
13	Technical documentations	
13.1	User manuals	2 Sets
13.2	Service Manual	2 Set
13.3	Drawings	Nil
14	Commissioning	
14.1	Testing and commissioning of the machine to the satisfaction of the user.	
15	Warranty	
15.1	Equipment	Minimum of one year after commissioning on all parts.
15.2	Equipment System	Nil

LOT 1-14- Syringe pump

Department	COVID -19	Room Name/No.	ICU
Item Code No.	BADEA-14	Item Description	Syringe pump

1. General Description syringe pump mounted on mobile stand with Ø 60 mm four castor		
2. Composition 2.1 Main unit		
3. Performance Specifications 3.1 Main Unit		
3.1.1	Type	Single channel syringe pump
3.1.2	Technology	Microprocessor control with LED/DOT matrix display of parameter
3.1.3	Compatibility	Open system, compatible with any standard syringe
3.1.4	Syringe sizes	10ml, 20ml, 30, ml, 50/60ml
3.1.5	Rate	10 ml: 0.1-300ml 20ml: 0.1-400ml 30ml: 0.1-500ml 50/60ml: 0.1 1200ml
3.1.6	Bolus Rates and Volume	10ml: 300ml/h 0.1-50ml 20ml: 400ml/h 0.1-20ml 30ml: 500ml/h 0.1-30ml 50/60ml:1200ml/h 0.1-50ml
3.1.7	KVO rate	0.1-5.0ml/h
3.1.8	VTBI	1-999.9ml
3.1.9	Injection accuracy	± 3%
3.1.10	Anti- Bolus	Provided, with automatic release
3.1.11	Occlusion detection	provided
3.1.12	Display parameters	Start/stop, Syringe size, flow rate, injection end, failures
3.1.13	Alarms (Audio and Visible)	Syringe falls off, injection blocked, injection finish, errors, installation errors, battery low
3.1.14	Backup power	Inbuilt for at least 8 hours operation, rechargeable or Alkaline battery
3.2	Accessories	Spare battery pack Syringes: 10 sets of all sizes Mounting brackets for bedside or wall rail Set of fuses
4	Physical characteristics	
4.1	Main unit	
4.2	Dimensions	Portable on mobile stand
5	Operating environment	
5.1	Power Requirements	240V, A/c 50 Hz, Single phase
5.2	Ambient temperature	10 5^{o} C to 40^{o} C
5.3	Relative humidity	20% to 90%

6	Quality standards	
6.1	Manufacturing standards	EN 60601-2-24:2015 Medical electrical equipment - Part 2-24: Particular requirements for the basic safety and essential performance of infusion pumps and controllers or any other equal and equivalent internationally recognized standards
	Conformity to standards	CE marked or any other internationally recognized documents
7	Local back up service	
7.1	Available	Should be available locally
7.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, and qualified and skilled technical staff
8	Delivery point	
8.1	See Schedule	For inspection, testing and installation
9	Installation and testing	
	Complete installation and set up of the machine as per manufacturer's instructions	
10	Training	
10.1	User Training	On site user training on operation and daily up keep
10.2	Maintenance training	On site maintenance training on preventive maintenance
11	Technical documentations	
11.1	User manuals	2 Sets
11.2	Service Manual	1 Set
11.3	Drawings	Nil
12	Commissioning	
12.1	Testing and commissioning of the machine to the satisfaction of the user.	
13	Warranty	
13.1	Equipment	Minimum of one year after commissioning on all parts.
13.2	Equipment System	Nil

LOT 1-15- Ripple mattress

Department	COVID-19	Room Name/No.	ICU
Item Code No.	BADEA-15	Item Description	Ripple mattress
1. General Description Ripple Mattress for use pressure relief (Anti decubitus) on ICU patients. The Mattress shall be air operated and placed on to of ICU bed mattress.			
2. Composition 2.1 Main unit			
3. Performance Specifications 3.1 Main Unit 3.1 Ripple mattress 3.1.1 Mattress design			Egg crate or Bubble cell design with end Flaps. The bubble/cells shall be aligned in rows and columns and inflated in alternate manner to ensure anti-decubitus on

		patient skin. The total number of cells/bubbles shall not be less than 130. The pressure on the cells/bubbles shall be adjustable by use of a pump. The mattress shall have hooks for easily fixing on ICU bed frame
3.1.2	Material	Shall be constructed from Medical grade PVC material, heavy, durable, non-toxic and water resistance.
3.1.3	Size	The mattress shall be approximately 78" (L) X 34 " (W) X 2" (H) and support a weight of about 150kg
3.2.	Pump	An electric pump shall be provided to inflate the mattresses
3.2.1	Pressure range	The Pump pressure shall be adjustable from about 40mmHg to 100mmHg by use of a knob
3.2.2	Pressure Frequency	Pump shall provide alternating pressure at an adjustable frequency.
3.2.3	Noise level	Pump shall be low noise and low vibration suitable for ICU environment
3.2.4	Display	LED/LCD display of pressure and frequency
4	Physical characteristics	
4.1	Main unit	Portable
4.2	Dimensions	78" (L) X 34 " (W) X 2" (H) and support a weight of about 150kg
5	Operating environment	
5.1	Power Requirements	240V, A/c 50 Hz, Single phase, 3 Pin Plug (BS), 3m long cord with PE
5.3	Ambient temperature	10^{o} C to 40^{o} C
5.4	Relative humidity	40% to 90%
6	Spare parts/ Consumables	
6.1	Repair kit	1 Set
7	Quality standards	
7.1	Manufacturing standards	IEC 60601-1, ISO 9001 or any other internationally recognized standards
7.2	Conformity to standards	CE marked or any other internationally recognized documents
8	Local back up service	
8.1	Available	Should be available locally
8.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, and qualified and skilled technical staff
9	Delivery point	
9.1	See Schedule	For inspection and testing
9.2	Nil	
10	Pre installation requirements	
	Nil	

11	Installation and testing	
	Complete installation and set up of the machine as per manufacturer's instructions	
12	Training	
12.1	User Training	On site user training on operation and daily up keep
12.2	Maintenance training	On site maintenance training on preventive maintenance
13	Technical documentations	
13.1	User manuals	2 Sets
13.2	Service Manual	2 Set
13.3	Drawings	Nil
14	Commissioning	
14.1	Testing and commissioning of the machine to the satisfaction of the user.	
15	Warranty	
15.1	Equipment	Minimum of one year after commissioning on all parts.
15.2	Equipment System	Nil

LOT 1-16- Blood gas Analyzer

Item Code No.	BADEA-16	Item Description	Blood gas Analyzer
Department	COVID-19	Room Name/No.	ICU lab/ Clinical Chemistry/hematology

1. General Description

Blood gas analyzer, capable of measuring pCO2, pO2, pH, K+, Na+, Cl-, Ca++ and at least 15 calculated parameters in whole blood, serum and plasma. The unit should be automatic, with electronic digital read out, dilutor and in built printer.

2. Composition		
2.1	Main unit	
3. Performance Specifications		
3.1	Main Unit	
3.1.1	Measuring parameters	pCO2, pO2, pH, K+, Cl-, Ca++
3.1.2	Calculated parameters	At least 15 parameters
3.1.3	Sample volume	at least 150ųl
3.1.4	Measuring time	about 2-5 seconds
3.1.5	Temperature correction	Automatic
3.1.6	Display	Large LCD display
3.1.7	Printer	In built
3.1.8	Key pad	Soft
4	Physical characteristics	
4.1	Main unit	Bench top Robust construction and easy to clean
5	Operating environment	
5.1	Power Requirements	240V, A/c 50 Hz, Single phase
	Ambient temperature	10^{o} C to 40^{o} C
	Relative humidity	40% to 90%
6	Accessories	
6.1	Automatic Voltage Regulator (AVR)	
6.1.1	Capacity	Over VA of the main Unit
6.1.2	Input	Ac 240V, 50Hz, Single phase ± 15%
6.1.3	Output	Ac 240V, 50Hz, Single Phase ± 2.5 %

7	Quality standards	
7.1	Manufacturing standards	IVD- Directive 98/79/EC (IEC 1010-1), IEC 60601-1, ISO 9001 or any other internationally recognized standards
	Conformity to standards	CE marked or any other internationally recognized documents
B**: Reagents and consumable supply** 13. Provide reagents, calibrants and consumables required for startup and continuous operation for at least 3 months in a busy hospital.		

LOT 1-17- ECG Machine, 12 Lead

Department	ICU	Room Name/No.	ICU
Item Code No.	BADEA-17	Item Description	ECG Machine, 12 Lead

1. General Description ECG machine with standard 12 Leads suitable for intensive care. The unit shall be capable of continuous monitoring of ECG, RESP, TEMP, NIBP, IBP, and SPO_2 . The Unit shall have an in-built printer and mounted on a mobile cart.		
2. Composition		
2.1	Main unit 1No. Mobile Cart 1 No.	
3. Performance Specifications		
3.1	Main Unit	
3.2.	Design	The unit should be a model or type on current production Compact, rugged and portable, mounted on a mobile stand
3.3	Performance	For use in intensive care units. Shall be capable of continuous measuring and monitoring of ECG, RESP, TEMP, NIBP, IBP, and SPO_2
3.4	ECG monitoring	
3.4.1	Lead	Standard 12 lead, configuration
3.4.2	Synchronization analysis	Provided
3.4.3	Sweep Speed	6.25 mm/s to 50 mm/s adjustable
3.4.4	Heart Rate	15 to 300 bpm accuracy ± 10%
3.4.5	ECG cable	Provided, 1 No.
3.4.6	CMRR	Provided
3.4.7	Arrhythmia Analysis	Provided
3.4.8	Pacemaker Detection	Provided
3.4.9	Accessories	Electrodes :1 Box, Jel: 2 containers, Recording paper 10 rolls
3.5	SPO_2	
3.5.1	Measurement range	0 to 100%
3.5.2	Accuracy	± 1%
3.5.3	Heart Rate	20 to 350 (for adult and Peads) , bpm accuracy ±1 bpm
3.5.4	SPO_2 Sensors	

3.5.4.1	Adult	2 No. Reusable
3.5.4.2	Pediatric	2 No. Reusable
3.5.4.3	Neonatal	2 No. Reusable
3.6	NIBP	
3.6.1	Method/Technology	Automatic oscillometric or equal and equivalent technology
3.6.2	Mode Measuring units	Manual/Auto/continuous mmHg/kPa
3.6.3	Pressure types	Systolic. Diastolic, Mean
3.6.4	Systolic Range	Adult: 40 to 280 mmHg Pead : 40 to 200 mm Hg
3.6.5	Diastolic Range	Adult: 10 to 215 mmHg Pead: 10 to 150 mm Hg
3.6.6	Over pressure protection	Provided, to include Audio and Visual Alarm
3.6.7	Accuracy	± 2bpm
3.6.8	BP cuff, Adult	2 No.
3.6.9	BP Cuff, Pead	2 No.
3.7	IBP	
3.7.1	Mean range	50 – 300mm Hg ± 1 mmHg
3.8	TEMP	
3.8.1	Temperature probe	Provided
3.8.2	Temperature range	$0\text{-}50^0$C ± 0.1%
3.8.3	Audio and Visual Alarms	for elevated skin temperature,
3.9	RESP	
3.9.1	Method	Sidestream
3.9.2	Measurement Range	0 to 190 mm Hg, (at 760 mm Hg)
3.9.3	Accuracy	± 2mmHg
3.9.4	Capnography waveform	To be provided, including respiratory rate
3.9.5	Accessory	Nasal prongs and other necessary accessories to be provided, 10 Set
3.10.	Display	TFT/LED screen 14'' to 18 " flat touch screen
3.10.1	Resolution	HD 1080p, 6 to 8 waveforms Protection against Defibrillator effects
3.11	Alarm function	Audible and Visual
3.11.1	Safety	Self check: audible and visual alarm
3.11.2	Lead fault	Audible and visual alarm
3.11.3	ECG cable fault	Audible and visual alarm
3.11.4	Heart rate alarms	Audible and visual alarm
3.11.5	Low Battery	Audible and visual alarm
3.11.6	Power Failure	Audible and visual alarm
3.12	Recorder	Inbuilt, thermal array type or equivalent,
3.12.1	Paper Speed	Adjustable, 6.25 mm/sec to 50 mm/sec approximately Paper size: A4 paper
3.13	Storage	Internal Memory 500 GB, External SD memory card 64GB or

		With internal memory capable of holding up to 400 ECG files
3.14	Interface	USB, Ethernet, DICOM compatible, External printer
3.15	Input	In built keyboard
3.16	Internal battery	Provided, rechargeable, can operate for at least 1 hours
4	Physical characteristics	
4.1	Main unit	Portable, Mounted on a mobile cart with four castors Ø 60 mm, with brakes
4.2	Dimensions	
5	Operating environment	
5.1	Power Requirements	240V, A/c 50 Hz, Single phase, 3 Pin Plug (BS), 3m long cord with PE
5.2	Back up supply	Internal rechargeable batteries (SLA), to last at least five hours
5.3	Ambient temperature	10^{o} C to 40^{o} C
5.4	Relative humidity	40% to 90%
6	Accessories/ Spare parts/ Consumables	
6.1	As above	
7.4	Grounding lead	1 No.
7	Consumable	
7.1	As above	
8	Spare parts	
8.1	Fuses	1 Set
8.2	Battery pack	1 Set
9	Quality standards	
9.1	Manufacturing standards	IEC 60601-2-4:2010: Medical electrical equipment - Part 2-4: Particular requirements for the basic safety and essential performance of cardiac defibrillators, ISO 13485:2016: Medical devices — Quality management systems — Requirements for regulatory purposes ISO 9001
9.2	Conformity to standards	CE marked or any other equal and equivalent internationally recognized documents
10	Local back up service	
10.1	Available	Should be available locally
10.2	Capacity to service equipment	Agent shall have adequate facilities, spare parts, consumables and qualified and skilled technical staff
11	Delivery point	
11.1	See Schedule	For inspection and testing
11.2	Nil	
12	Pre installation requirements	

	Nil	
13	Installation and testing Complete installation and set up of the machine as per manufacturer's instructions	
14	Training	
14.1	User Training	On site user training on operation and daily up keep
14.2	Maintenance training	On site maintenance training on preventive maintenance
15	Technical documentations	
15.1	User manuals	2 Sets
15.2	Service Manual	1 Set
15.3	Drawings	Nil
16	Commissioning	
16.1	Testing and commissioning of the machine to the satisfaction of the user.	
17	Warranty	
17.1	Equipment	Minimum of one year after commissioning on all parts.
17.2	Equipment System	Nil

LOT 1-18- Oxygen flow meter with humidifier, wall type

Item Code No.	BADEA-18	Item Description	Oxygen flow meter with humidifier, wall type
Department	COVID-19	Room Name/No.	

General Description

Supply and delivery of integral assemble of oxygen flow meter with humidifier, wall type, for connection to piped medical oxygen system

2.	**Detailed technical Specifications/ Description of requirements**	
2.1	***Flow meter wall type***	
2.1.1	Purpose	For Measuring and regulating the flow of medical oxygen from wall oxygen terminal unit
2.1.2	Construction	Transparent material , Thorpe tube type to BS15001:2011, complete with flow control knob Graduated in liters per min
2.1.3	Flow rate range	0-15 lpm
2.1.4	Inlet	Connection for medical Oxygen terminal unit, BS type Inlet pressure range 3.4 to 4.5 bars
2.1.5	Outlet	Connection for humidifier
2.1.6	Standards	Must comply with standards stated above Proof of compliance is required Certificate of calibration and inspection to be provided
2.1.7	Regulation	Must be registered by Pharmacy and poison Board (PPB) of Kenya Valid proof of registration must be provided

2.2	***humidifier***	
2.2.1	Purpose	For increasing the humidity of oxygen being delivered into the inspiratory airway
2.2.2	Construction	Consisting of graduated bottle container with detachable lid and a tube protruding to the bottom level and connected to the breathing circuit. The graduation on the bottle shall be in metric and imperial units and shall show the maximum and minimum water level. The bottle shall be constructed from transparent plastic material to BS15001:2011 and shall be unbreakable and easily disinfected and reusable.
2.2.3	Type	The humidifier shall be non-heated / bottle through humidifier type
2.2.4	Inlet	Flow meter connection
2.2.5	Outlet	Barbed patient breathing circuit
2.2.6	System valve	It shall incorporate a pressure relief safety valve
2.2.7	Capacity	Capacity shall not be less than 150 litres or exceed 300 litres
2.2.8	Standards	Must comply with standards stated Proof of compliance is required
2.2.9	Regulation	Must be registered by Pharmacy and poison Board (PPB) of Kenya /KEBS Valid proof of registration must be provided
3.0	***User manuals***	To be provided in English
4.0	**Distribution schedule**	See scheduler

LOT 1-19- Oxygen pressure regulators complete with flow meter and humidifier

Item Code No.	BADEA-19	Item Description	Oxygen pressure regulators complete with flow meter and humidifier
Department	COVID -19 Isolation ward	Room Name/No.	COVID-19 Isolation ward

General Description

Supply and delivery of integral assemble of medical oxygen pressure regulator complete with flow meter and humidifiers

2.	**Detailed technical Specifications/ Description of requirements**
2.1	***Oxygen pressure regulator***

2.1.1	Purpose of use	To reduce the pressure of medical oxygen from the high pressure compressed medical gas cylinder to lower working pressures of about 4 bar ± 1 bars at ambient temperature
2.1.2	Design	Constructed from brass/ stainless steel or equivalent to BS 15001:2011 Single or dual stage regulator Piston or diaphragm design Complete with inlet, outlet connection and high pressure and low pressure manometers
2.1.3	Inlet	Bull nose connection to BS 341 High pressure manometer (50-250 bars) to display available gas reserve of the gas cylinder
2.1.4	Outlet	Barb connection Low pressure manometer With flow/ pressure regulator to monitor/regulate working pressure (3-5 Bars) (Flow setting up to 15 lpm variant
2.1.5	Safety relive value	Internal safety relief valve to be included
2.1.6	Standards	Must comply with standards stated Proof of compliance is required
2.1.7	Regulation	Must be registered by Pharmacy and poison Board (PPB) of Kenya Valid proof of registration must be provided
2.2	***Flow meter***	
2.2.1	Purpose	For Measuring and regulating the flow of medical oxygen
2.2.2	Construction	Transparent material, Thorpe tube type to BS15001:2011. Complete with flow control knob Graduated in liters per min
2.2.3	Flow rate range	0-15 lpm
2.2.4	Standards	Must comply with standards stated Proof of compliance is required
2.2.5	Regulation	Must be registered by Pharmacy and poison Board (PPB) of Kenya Valid proof of registration must be provided
2.3	***humidifier***	
2.3.1	Purpose	For increasing the humidity of oxygen being delivered into the inspiratory airway
2.3.2	Construction	Consisting of graduated bottle container with detachable lid and a tube protruding to the bottom level and connected to the breathing circuit.

		The graduation on the bottle shall be in metric and imperial units and shall show the maximum and minimum water level. The bottle shall be constructed from transparent plastic material to BS15001:2011 and shall be unbreakable and easily disinfected and reusable.
2.3.3	Type	The humidifier shall be non-heated / bottle through humidifier type
2.2.4	Inlet	Flow meter connection
2.2.5	Outlet	Barbed patient breathing circuit
2.3.6	System valve	It shall incorporate a pressure relief safety valve
2.3.7	Capacity	Capacity shall not be less than 150 litres or exceed 300 litres
2.3.8	Standards	Must comply with standards stated Proof of compliance is required
2.3.9	Regulation	Must be registered by Pharmacy and poison Board (PPB) of Kenya /KEBS Valid proof of registration must be provided
3.0	***Delivery point***	See Schedule

LOT 1-20- Manual Resuscitation bag Adult/Pead

Item Code No.	BADEA-20	Item Description	Manual Resuscitation bag Adult/Pead
Department	COVID -19	Room Name/No.	Emergency

1. General Description

Resuscitator/bag for adults and children over 3 years of age (not less than 15 kg in body weight)

Resuscitator/bag child (for infants up to 4 years of age (20 kg in body weight)

2. Composition

2.1	Resuscitation Bag Adult	1 No.
	Resuscitation Bag Pead	1 No.

3. Performance Specifications

3.1

3.1	Resuscitation Bag, Adult	Resuscitator/bag for adults and children over 3 years of age (not less than 15 kg in body weight0 (a) Bag with built in pressure limitation and secondary pressure limiting valve. Anti-static and fully autoclave up to 134◦C (b) Valve controlled oxygen reservoir to provide up to 100% 02 concentration (c) Extension tube for connection to facemask (d) Transparent anaesthetic face masks, sizes 3,4 and 5 autoclave up to 134◦C, of each (e) Carry bag or case

		(f) This device should be in accordance with the international standard ISO 10651-5:2006 or other equivalent standards. The face masks supplied with this device should be made of non toxic material, transparent, which complies with the international standard ISO 10993-1:2018
3.2	Resuscitation Bag, Pead	Resuscitator/bag child (for infants up to 4 years of age (20 kg in body weight) (a) Fully autoclavable up to 134 degrees Centigrade and anti-static and fully autoclavable (b) Bag with built in pressure limitation, and secondary pressure limiting valve (c) Maximum insufflations pressure adjustable from 20 to 40 cm, H20 (d) Oxygen reservoir tube assembly to provide 02 up to 100% concentration (e) Transparent found face mask for babies (f) Rendell-baker mask sizes 0 and 1, 1 of each size (g) Carry case/bag (h) This device should be in accordance with the international standard ISO 10651-5:2006 or other equivalent standards. The face masks supplied with this device should be made of non toxic material, transparent, which complies with the international standard ISO 10993-1:2018
4	Quality standards	
4.1	Manufacturing standards	ISO 10651-5:2006, ISO 10993-1:2018 or any other equal and recognized internationally standards
4.2	Conformity to standards	CE marked or any other equal and recognized international document
5	Delivery point	
5.1	See Schedule	For inspection and testing
6	Installation and testing	
	Complete installation and set up of the machine as per manufacturer's instructions	
7	Training	
7.1	User Training	On site user training on operation and daily up keep
7.2	Maintenance training	On site maintenance training on preventive maintenance
8	Technical documentations	
8.1	User manuals	2 Sets
9	Commissioning	
9.1	Testing and commissioning of the devices to the satisfaction of the user.	
10	Warranty	
10.1	Equipment	Minimum of one year after commissioning on all parts.
10.2	Equipment System	Nil

LOT 1-21- Portable Examination lamps

Item Code No.	BADEA-21	Item Description	Portable Examination lamps

Department	COVID -19	Room Name/No.	OPD

1. General Description

Examination light , mobile, floor stand type with flexible headlight for clinical examination and Minor surgery The light should consist of flexible head lamp with LED technology bulbs. It should be constructed from light weight material preferable aluminum, or coated mild steal and easily to disinfect.

2. Composition

2.1	Main unit and Main lamp head	

3. Performance Specifications

3.1	Main lamp head	
3.1	Application	Clinical Examination and minor surgery
3.1.1	Lamp head diameter	100 mm mounted on a flexible pipe /Gooseneck construction pipe
3.1.2	Flexible part/neck	Gooseneck, 100 cm long. Shall be able to rotate and bend at all angles and remain in the desired position.
	Light Spot	Shall be homogenous and adjustable by a minimum range of 60mm
3.1.3	Minimum light intensity	About 15,000 lux at 1meter from head
3.1.4	Light colour Temperature	5000 K
3.1.5	Lighting Control	Electronic system with touch button light intensity
3.1.6		Control mounted at a convenient place preferable on the head lamp.
3.1.7	Lighting Bulb	LED technology, with Minimum service life of 50,000hrs
3.1.8	Height	Adjustable to Max. 1.65m
3.1.9	IR filtration	> 95% (Cold light)
3.1.10	Mobile	On four/five foot castors Ø 80 mm with brakes
4	Operating environment	
4.1	Power Requirements	240V, A/c 50 Hz, Single phase, with PE
4.2	Ambient temperature	10^{o} C to 40^{o} C
4.3	Relative humidity	40% to 90%
5	Quality standards	
5.1	Manufacturing standards	IEC 60601-1, ISO 9001 or any other internationally recognized standards
5.2	Conformity to standards	CE marked or any other internationally recognized documents
6	Delivery point	
6.1	See Schedule	For inspection and testing
7	Installation and testing	
	Complete installation and set up of the machine as per manufacturer's instructions	
8	Training	
8.1	User Training	On site user training on operation and daily up keep
8.2	Maintenance training	On site maintenance training on preventive maintenance
9	Technical documentations	
9.1	User manuals	2 Sets
9.2	Service Manual	2 Set

9.3	Drawings	Nil
10	Commissioning	
10.1	Testing and commissioning of the machine to the satisfaction of the user.	
11	Warranty	
11.1	Equipment	Minimum of one year after commissioning on all parts.
11.2	Equipment System	Nil

LOT 1-22- Autoclave, Large, 100 Litres

Item Code No.	BADEA-22	Item Description	Autoclave, Large, 100 Litres
Department	COVID-19	Room Name/No.	CSSD

1. General Description Automatic, microprocessor controlled steam sterilizer suitable for sterilization of hospitals porous and non-porous loads. The autoclave should be horizontal stand-alone type and constructed from double walled high-grade stainless steel materials.		
2. Composition		
2.1	Main unit	
3. Performance Specifications		
3.1	Main Unit	
3.1.1	Application	For sterilization of hospitals porous and non- porous Loads.
3.1.2	Sterilization agent	Saturated steam with inbuilt steam generator
3.1.3	Sterilization cycle	Fully automatic with Pre – vacuum, heating (steam pulsating), sterilization (holding), post vacuum (drying). With inbuilt printer capable of printing each successful sterilization cycle
3.1.4	Sterilization temperature range	105^{o}C to 137^{o}C, selectable programs for different kind of loads
3.1.5	Pressure equalization	By sterile HEPA filter, replaceable
3.2	Sterilization chamber design and capacity	Horizontal type, 100 litres, all high grade stainless steel construction
3.2.1	Sterilization Chamber door	Fully automatic, hydraulic, vertical or horizontal sliding.
3.3	Control unit	Microprocessor based controlling all operational cycles With large LCD or similar display of cycle progress i.e. temperature, pressures and time. With different programmable cycle programs for different type of loads. With facilities for calibration.
3.4	Steam generator	In built, Electrical heating three phase 415V, 50 Hz
3.5	Water to steam generator	De- carbonated water to safe guard heating element. Suitable RO filter units to be installed
3.6	Printer	In built printer capable of printing each successful cycle. Preferable thermal printer
3.7	Safety features	The autoclave should have major safety features such as: Safety pressure relief valve Door lock under pressure

3.8	Raw water Treatment	Supply and install, RO water filtration system for raw water complete with Pre-filters
3.9	Water re-cycling system	Supply and install a water recycling system. System to be composed of a water reservoir (500 litres), piping system water pump and control unit
4	Physical characteristics	
4.1	Main unit	Floor mounted, stand alone
	Dimensions	About 1.2 x 1.4 x 1.2m (WxHxD)
5	Operating environment	
5.1	Power Requirements	415V, A/c 50 Hz, Single phase, with PE
	Ambient temperature	10^{o} C to 40^{o} C
	Relative humidity	40% to 90%
6	Accessories	
	Pull out trays, containers, and baskets.	1 Set
6.1rrf	Loading cart, stainless steel	1 Piece
6.2	Automatic Voltage Regulator (AVR)	For the electronic circuit only
6.2.1	Capacity	Over VA of the electronic circuit
6.2.2	Input	Ac 240V, 50Hz, Single phase ± 15%
6.2.3	Output	Ac 240V, 50Hz, Single Phase ± 2.5 %
7	Spare parts	
7.1	Heaters	2 sets
7.2	Printing papers	10 Rolls
7.3	Door gaskets	2 Sets
7.4	RO filter cartridges,	2 Set
9	Quality standards	
9.2	Manufacturing standards	IEC 60601-1, ISO 13485 or any other internationally recognized standards
	Conformity to standards	CE marked or any other internationally recognized documents

ANNEX I FORM OF TENDER AND PRICE SCHEDULE(S)

Date: .....

Invitation of Tenders No.: .....

To: *[Name of the Purchaser]*

[Address of The Purchaser]

Dear Sirs

Subject: Invitation of Tenders No.....

Having examined the tender documents *[insert including Addenda Nos..... and .....if any]* we, the undersigned, offer to supply and deliver *[insert description of the goods]* and to provide *[insert description of the services]*, all in conformity with the said tender documents for the sum *[total amount of the tender in figures and words]* or such other amount as determined in accordance with the schedule(s) of prices attached herewith and forming part of this Tender.

We undertake, if our Tender is accepted, to provide and deliver the goods and services in accordance with the schedule of delivery stated in the tender documents.

We undertake, if our Tender is accepted, to provide a bank guarantee in an amount equivalent to ..... percent of the contract price for the due performance of the Contract, such bank guarantee being in accordance with the requirements stated in the tender documents and the form prescribed therein.

We agree to abide by this Tender for a period of .....days from the closing date for the submittal of tenders, and this Tender shall remain valid and binding upon us for the said duration and may be accepted by you at any time before expiry of the period stated.

Until a formal contract is prepared and executed, this Tender and your written acceptance thereof shall constitute a binding contract between us.

We confirm that we recognize that you are not bound to accept the lowest or any other bid received by you.

Yours truly,

[Name of Tenderer]
By: *[Signature of Authorized Representative]*
[Name of Authorized Representative]
[Designation/Capacity]

A) Price Schedule For Domestic Goods or Goods of Foreign Origin Located Within The Purchaser's Country

(To be completed by Domestic Bidders)

Name of Bidder .....

	2	3	4	5	6	7	8	9
Item	Description	Country of Origin	Quantity	Unit Price Ex-Factory ex-warehouse ex-showroom off-the-shelf	Domestic Value added in the manufacturing cost as percentage of the ex-factory price	Total Price Per Unit (col. 4 x 5)	Unit cost of inland delivery to final destination	Sales and other taxes payable if contract is awarded

Signature of Bidder .....

B) Price Schedule For Goods to be Imported*

(To be completed by Foreign Suppliers or their Local Agents)

Name of Bidder .....

1	2	3	4	5	6	7	8
Item	Description	Country of Origin	Quantity	Unit Price FOB Port of Loading (Specify Port)	Unit Price CIF Port of Entry (Specify Port)	Total CIF Price Per Item (col. 4x6)	Unit cost of inland delivery to final destination

Signature of Bidder .....

(*) This specimen schedule should be modified as appropriate to take into account the actual terms of delivery.

ANNEX II FORM OF TENDER SECURITY (BANK GUARANTEE)

Whereas *[name of tenderer]* (hereinafter called the Tenderer) has submitted a tender dated .....for the supply *of [description of the goods]* and provision of services consisting of *[description of the services]* (said tender hereinafter called the Tender).

Whereas, in accordance with the Instructions to Tenderers, the Tender must be accompanied by a tender security.

NOW, THEREFORE, We *[name of bank],* having our registered office at *[address of bank]*, (hereinafter called the Bank) hereby undertake and bind ourselves, our successors and assigns, to pay to *[Name of the Purchaser]* (hereinafter referred to as the Purchaser) the sum of *[amount in figures and words]* upon the following conditions:

1. If, after the closing date for the submittal of tenders and during the period of validity of the Tender specified by the Tenderer on the Form of Tender, the Tenderer withdraws the Tender; or
2. If the Tenderer, having been notified by the Purchaser during the period *of* validity of the Tender of the acceptance thereof:

   (a) fails or refuses to execute the Form of Agreement in accordance with Instructions to Tenderers; or

   (b) *fails* or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers,

We undertake to pay to the Purchaser the above-mentioned amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that the Purchaser states in its demand that the amount claimed therein is due to the Purchaser owing to the occurrence of one or both *of* the above conditions and specifies the condition or conditions which have occurred.

This Guarantee shall remain in force up to and including the date falling thirty (30) days after the period of validity of the Tender, as such period may be extended with the agreement of the Tenderer, notice of which extension(s) is hereby waived by the Bank. Any demand in respect of this Guarantee shall be presented to the Bank not later than the above date.

Done in *[name of city]* on the .....day of *[month] of [year]*.

[Signature(s) on behalf of the Bank]
[Name(s) of Authorized Representative(s)]
[Designation(s)]
[Seal of the Bank]

ANNEX III FORM OF AGREEMENT

This Agreement made the [ ] day of *[month]* of *[year]*, between [n*ame of the Purchaser]* of *[country of the Purchaser]* (hereinafter called the "Purchaser") of the one part, and *[name of the*

Supplier] of [city and country of the Supplier] (hereinafter called the "Supplier") of the other part.

Whereas the Purchaser invited bids for the provision of certain goods and ancillary services, viz., *[brief description of the goods and the services], as such goods* and services are more fully described in the documents incorporated by reference herein (said goods and services hereinafter referred to as the Goods" and "the Services", respectively).

Whereas the Purchaser has accepted a bid by the Supplier for the supply of the Goods and provision of the Services, such bid being in the sum of *[Contract Price in figures and words]* (hereinafter referred to as the "Contract Price").

NOW, THEREFORE, the parties hereto have agreed as follows:

1. In this Agreement, and unless otherwise required by the context, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract.

2. The following documents (hereinafter referred to, together with this Agreement, as the "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz:

   (a) Letter of Acceptance (Notification of Award by the Purchaser);

   (b) Form of Tender and the Price Schedule(s) Submitted by the Bidder;

   (c) Special Conditions of Contract;

   (d) General Conditions of Contract;

   (e) The Technical Specifications;

   (f) *[State other relevent document(s), if any]*.

3. In case of conflict between any provision of this Agreement and a provision in any other document forming part of the Contract Documents, the provisions of this Agreement shall prevail. Subject to the foregoing, the Contract Documents shall take precedence in the order in which they appear in the preceding Clause 2 of this Agreement.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and the Services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the Services and the remedying of any defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names and delivered in

[place of signature] in .....originals, all to the same and one effect, on the day and year first above written.

[Name of the Purchaser]	*[Name of the Supplier]*
By: *[Signature of authorized representative of the Purchaser]*	By: *[Signature of authorized representative of the Supplier]*
[Name and designation of representative of the Purchased]	*[Name and designation of representative of the Supplier]*

In the presence of:

[Name of witness] .....[Name of witness] .....
[Signature of witness] .....[Signature of witness] .....

ANNEX IV FORM OF PERFORMANCE SECURITY

Name & address of the Guarantor Bank

To:

..... (the "Purchaser")

.....

……...

……

Dear Sirs:

Since you have awarded our client ..... (the "Supplier") a Contract for the supply of .....(the "Contract"), we .....Bank (the "Guarantor"), waiving all objections and defences under the aforesaid Contract, hereby irrevocably and unconditionally guarantee the payment to you on your first written demand the sum of US$.....(……..) being 10% (Ten per cent) of the value of the said Contract and accordingly, covenant and agree as follows:

(A) On the Supplier's failure to fulfill any of the conditions of the Contract as determined by you in your absolute judgment, the Guarantor shall forthwith, and notwithstanding any objection by the Supplier, pay to you the above - mentioned amount or any part thereof as you shall demand, by transfer to an account in your name at such bank as you shall stipulate or in such other manner as shall be acceptable to you;

(B) Any payment made hereunder shall be made free and clear of, and without deduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whosoever imposed;

(C) The covenants herein contained constitute unconditional and in-evocable direct obligations of the Guarantor. No alteration in the terms of the Contract or in the extent or nature of the work to be performed thereunder and no allowance of time by you or other forbearance or concession or any other act or omission by you which but for this provision might exonerate or discharge the Supplier, shall in any way release the Guarantor from any liability hereunder.

(C) This guarantee shall remain valid and in full force and effect up to .....

.....by which time any claim hereunder must be received by the Guarantor.

(D) This guarantee is governed by and shall be construed in accordance with the laws of ……. (the Purchaser's country).

Yours faithfully,
(For and on behalf of the Guarantor)

ANNEX V FORM OF ADVANCE PAYMENT GUARANTEE

Name & address of the Guarantor Bank

To:

….....(the "Purchaser")

……

……

……

Dear Sirs:

Since you have awarded our client .....(the "Supplier") a Contract for the supply of .....(the "Contract") and since under the said Contract, an amount of .....is payable by you to the Supplier as an advance payment representing ..... % of the value of the Contract, we .....Bank (the "Guarantor"), waiving all objections and defences under the aforesaid Contract, hereby irrevocably and unconditionally guarantee the payment to you on your first written demand the sum of …….. being ……..% (…… per cent) of the value of the said Contract and accordingly, covenant and agree as follows:

A) On your first written demand to the Guarantor that the above-mentioned sum of ..... or any part thereof as you shall demand, shall be paid to you, the Guarantor shall forthwith and notwithstanding any objection by the Supplier pay to you the said amount or any part thereof as you shall demand by transfer to an account in your name at such bank as you shall stipulate or in such other manner as shall be acceptable to you;

(B) Any payment made hereunder shall be made free and clear of and without deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whosoever imposed;

(C) The covenants herein contained constitute unconditional and irrevocable direct of obligations of the Guarantor. No alteration in the terms of the Contract or in the extent or nature of the work to be performed thereunder shall, in any way, release the Guarantor from any liability hereunder;

(D) This guarantee shall remain valid and in full force and effect up to ....by which time any claim hereunder must be received by the Guarantor;

(E) This guarantee is governed by and shall be construed in accordance with the laws of …… (the Purchaser's country).

Yours faithfully,
(For and on behalf of the Guarantor)